

RESOLUTION

WHEREAS, it is the recommendation of the Education & Employment Committee to approve the attached MOA for child support services between the Confederated Tribes of the Colville Reservation and the Washington State Department of Social and Health Services Division of Child Support. This agreement facilitates child support enforcement services to the Colville Tribal TANF participants and does not alter provisions of the Child Support Agreement signed December 6, 1995 or the MOU DSHS Division of Child Support signed April 2000. Further the Chairman or his designee is authorized to sign all documents related to this agreement.

THEREFORE, BE IT RESOLVED, that we, the Colville Business Council, meeting in **SPECIAL SESSION** this **5th day of June, 2003** acting for and in behalf of the Colville Confederated Tribes, Nespalem, Washington, do hereby approve the above recommendation of the Education & Employment Committee.

The foregoing was duly enacted by the Colville Business Council by a vote of **9 FOR 0 AGAINST 0 ABSTAINED**, under authority contained in Article V, Section 1(a) of the Constitution of the Confederated Tribes of the Colville Reservation, ratified by the Colville Indians on February 26, 1938, and approved by the Commissioner of Indian Affairs on April 19, 1938.

ATTEST:



Joseph A. Pakootas, Chairperson
Colville Business Council

cc: Education & Employment Committee Chair
CBC Recording Secretary
BIA Superintendent
Dept. or Program: Charianne Quinto, E&E Director

MEMORANDUM OF AGREEMENT
FOR CHILD SUPPORT SERVICES BETWEEN THE
CONFEDERATED TRIBES OF THE COLVILLE RESERVATION,
AND
WASHINGTON STATE DEPARTMENT OF SOCIAL AND HEALTH SERVICES
DIVISION OF CHILD SUPPORT

PREAMBLE

This Memorandum of Agreement (Agreement) is entered into between the Confederated Tribes of the Colville Reservation (the Colville Tribes), Tribal Temporary Assistance for Needy Families (TTANF) and the Washington State Department of Social and Health Services, Division of Child Support (DCS) each acting in their respective capacity.

This Agreement is based on the fundamental principles of the government-to-government relationship acknowledged in the 1989 Centennial Accord and reaffirmed by Governor Gary Locke on July 21, 1997.

This Agreement recognizes the Memorandum of Agreement between the State of Washington and the Confederated Tribes of the Colville Reservation which transfers the TANF program from the State to the Tribe, signed on August 31, 2001.

This Agreement recognizes the sovereignty of the Colville Tribes and the State and each respective sovereign's interests.

I.
PURPOSE AND OBJECTIVES

This Agreement furthers the TANF Memorandum of Agreement of August 31, 2001 and the provisions of the Child Support Agreement Between the Confederated Tribes of the Colville Reservation and the Washington State Department of Social and Health Services, Division of Child Support (CSA) by establishing further mechanisms for DCS to facilitate child support enforcement services to the Colville Tribal TANF participants. This Agreement, consistent with the directive of the Social Security Act, allows for establishment, enforcement, fund 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.

This Agreement does not alter or amend in any way, the provisions of the Child Support Agreement Between the Confederated Tribes of the Colville Reservation and the Washington State Department of Social and Health Services, Divisions of Child Support signed on December 6, 1995 (CSA) and the Memorandum of Understanding Between

the Confederated Tribes of the Colville Reservation and Washington State Department of Social and Health Services, Division of Child Support signed on April 2000 (MOU).

II. AUTHORITY

The Colville Business Council is authorized to enter into this Agreement by Article VI, Section 1(a) of the Colville Tribal Constitution. The Washington State Department of Social and Health Services, Division of Child Support is authorized to enter into this Agreement by the Revised Code of Washington (RCW) Section 39.34, the Interlocal Cooperation Agreement Act, which permits any state agency to enter into an agreement with an Indian tribe for mutual advantage and cooperation. Execution of the Agreement does not constitute a waiver of rights, including Executive Orders, immunities, including sovereign immunities, or jurisdiction.

III. RESPONSIBILITIES OF THE DIVISION OF CHILD SUPPORT

DCS agrees to:

1. Open a child support case for recipients of TTANF based on the receipt of an application for child support services. An application for services includes a referral from the Colville Tribes and the custodial parent's or custodian's Assignment of their child support rights to the Colville Tribes.
2. Provide child support services to the TTANF participants continuously until the child support case closes. Child support services include:
 - a. Locate the non-custodial parent and his or her assets;
 - b. Establish paternity in accordance with the CSA and the MOU;
 - c. Establish child support and medical orders in accordance with the CSA and MOU;
 - d. Enforce orders for child support, medical insurance and judgments for medical support;
 - e. Collect and distribute child support due; and
 - f. Modify child support and medical orders in accordance with the CSA and MOU.

3. Distribute child support payments in accordance with federal regulations.

When arrears are assigned to both DCS and the Colville Tribes, collections applied to arrears will be split proportionately. The same is true if there are multiple cases in which current child support is due.

Child Support payments assigned to the Colville Tribes will be made by electronic funds transfer.

All money except IRS Payments are applied in this order:

- a. To the current support due in a month;
 - b. Then to non-assistance arrears;
 - c. Then to arrears assigned to the State of Washington, to the Colville Tribes, or to another jurisdiction; and
 - d. Then to arrears temporarily assigned to the State of Washington, to the Colville Tribes, or to another jurisdiction.
4. Send child support payments directly to the Colville Tribes on behalf of the custodial parent in TTANF or former TTANF cases. DCS and the Colville Tribes recognize that custodians no longer receiving assistance will receive continued 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 child support case, at any time. DCS will continue to enforce any arrears that are assigned to the state, the Colville Tribes or another jurisdiction.
 5. Notify the TTANF in writing when a custodial parent is not cooperating. Provide the Colville Tribes at least thirty (30) days written notice when it is closing a child support case because of continuing non-cooperation by the custodian.
 6. Accept the TTANF determination of Good Cause for non-cooperation.
 7. Centralize suitable TTANF child support cases in the Spokane Field Office.
 8. Upon the Colville Tribes' request, ESA State/Tribal Relations Unit and DCS will assist the Colville Tribes to develop a Tribal Code necessary for the implementation of this agreement.
 9. Refer to the Colville Tribal Prosecutor, subject to the terms of the MOU and TANF Agreement, any child support case needing paternity and child support establishment, where TTANF benefits, either State or Tribal, have not previously been paid.

IV.
Responsibilities OF THE COLVILLE TRIBES

The Colville Tribes TTANF agrees to:

Prepare a referral to DCS for each TTANF participant. The referral will contain only those data elements necessary to obtain child support payments for appropriate distribution as provided in this Agreement.

Release of data elements will comply with the Colville Tribal Code. Information contained in employment records will only be released if the employee consents, upon Tribal court order or if the information needed is available through other sources other than employment records (i.e. the TTANF applicant).

1. Referrals will contain all or in part, these data elements for each person(s):
 - a. The Non-custodial parent's:
Name, Gender, Date of Birth, Social Security Number, Physical and Mailing Address, Employer if known, Telephone number (message number), relationship to the child, Physical Description if known, Communication barriers, Ethnic origin and, as applicable, tribal affiliation.
 - b. The Custodial parent's:
Name, gender, date of birth, Social Security Number, physical and mailing address, telephone number (message number), relationship to child, communication barriers, Ethnic origin and, as applicable, tribal affiliation.
 - c. For each child:
Name, gender, date of birth, Social Security Number, Ethnic origin and, as applicable, tribal affiliation.
 - d. To the extent available, 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 so, when, where and how it was established.
 - f. To the extent information is available, the date parents separated.
 - g. Information about where and when any orders for support, if any, were entered. If possible a copy of any support orders will be forwarded with the referral.

- h. As available through the TTANF application for eligibility determination, a list of the dates and amounts of child support payments the custodial parent received from the non-custodial parent.
 - i. The date TANF is authorized for the recipient.
 - j. Information about the past receipt of AFDC or TANF from another state or another tribe. The dates and places the recipient received benefits.
 - k. Good Cause exists for the custodian not to cooperate with DCS.
2. Send complete child support referrals within no more than ten (10) working days of receipt, including a copy of the assignment, to DCS each time a TTANF case opens or reopens.
 3. Notify DCS when TTANF ends.
 4. Inform DCS when the child(ren) on a TTANF case is eligible for medical coverage from Indian Health Services and if it is available.
 5. Upon request, give DCS copies of tribal court orders concerning custody and child support.
 6. Work with DCS to develop a process for supplying locate information and service of process on the reservation for TTANF cases in compliance with Colville Tribal Code.
 7. Provide DCS with the name and contact information of the person(s) responsible to provide/receive information regarding TTANF child support cases.
 8. Inform DCS of any determination of good cause for a custodian to not cooperate with DCS in pursuing child support case. It is up to the Colville Tribes to make that determination and inform DCS. The Colville Tribes also agree to inform DCS when good cause no longer applies to a case.

V.
 RESPONSIBILITIES OF THE DIVISION OF CHILD SUPPORT
 AND THE COLVILLE TRIBES

Both the Colville Tribes TTANF and DCS agree to:

1. Inform the other party of events that affect either the Tribal TANF case or the child support case, such as:

- a. The opening and closing dates of TTANF, 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 child support order is modified;
 - d. If the custodian receives a direct payment from the non-custodial parent;
 - e. When there is a report of domestic violence or child abuse; or when there is a change in the TTANF eligibility status of the custodian that affects child support.
2. Use the following conflict resolution processes:
 - a. For participant appeals, complaints or grievances, the TTANF Policies and Procedures shall be used to resolve the issues.
 - b. For conflicts that may arise between the Colville Tribes and DCS as a result of this Agreement the Colville Tribes and DCS agree to use the conflict resolution process outlined in the December 6, 1995 Child Support Agreement between the Colville Tribe and the Washington State Department of Social and Health Services to settle the claim, specifically Section X, pages 23-24.
 3. 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.

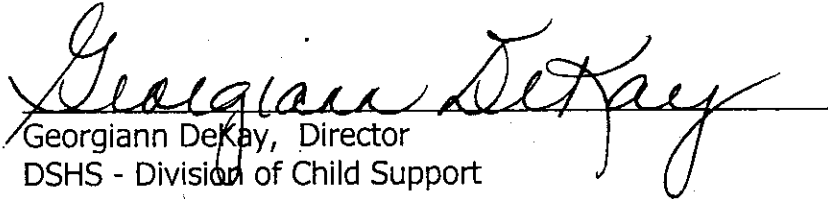
VI. TERM

This Agreement shall become effective when the Colville Tribes and the Division of Child Support have signed the Agreement. The Agreement shall terminate on the same date as the Intergovernmental Agreement for Temporary Assistance for Needy Families between the Confederated Tribes of the Colville Reservation and the Washington State Department of Social and Health Services unless extended or terminated by any party upon thirty (30) days written notice of the intent to terminate to the other party.

On this 5th day of JUNE, 2003 the following in their representative capacities, hereby approve the Agreement.



Joseph A. Pakootas, Chairman, Colville Business Council
Confederated Tribes of the Colville Reservation



Georgiann DeKay, Director
DSHS - Division of Child Support