

**MEMORANDUM OF AGREEMENT FOR CHILD SUPPORT
SERVICES BETWEEN THE LOWER EL WHA KLALLAM TRIBE,
DEPARTMENT OF SOCIAL SERVICES AND
WASHINGTON STATE DEPARTMENT OF SOCIAL AND HEALTH
SERVICES, DIVISION OF CHILD SUPPORT**

PREAMBLE

This memorandum of agreement is entered into between the Lower Elwha Klallam Tribe, Department of Social Services (the Tribe) 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 sovereignty of the Tribe and the State of Washington and each respective sovereign's interests. Governor Locke and the Tribal Chair pledged to work together on a government to government basis when they signed a Memorandum of Agreement on October 7, 1998.

The Tribe and DCS acknowledge their concurrent jurisdiction over domestic relations, including child support matters. In addition, the parties recognize that their ability to serve the best interests of Indian children and families is enhanced through the coordinated and efficient use of all resources. DCS supports the Tribe's effort to develop an individualized, culturally appropriate tribal child support enforcement program.

This Agreement is established in accordance with the child support enforcement provisions of the September 23, 1998 Intergovernmental Agreement on Personal Responsibility and Work Opportunity Reconciliation Act of 1996, Section III. It may be amended in whole or in part through future negotiations and with the express agreement of the parties. The parties intend this Agreement to be liberally construed to achieve its intent and purpose.

I. PURPOSE

This memorandum of agreement fulfills the child support enforcement requirements of Section III of the September 23, 1998 Intergovernmental Agreement by establishing a mechanism for DCS to provide child support enforcement services to Tribal TANF and non-Tribal TANF members. This Agreement, consistent with the directive of the Social Security Act, allows for the efficient provision of child support establishment, enforcement, distribution and modification services. It protects the welfare and best interests of children, promotes self-sufficient families and ultimately reduces public welfare costs. The responsibilities of each party are detailed in this Agreement. DCS understands that in the future the Tribe may establish paternity, child support and medical orders if they develop the necessary processes.

II. AUTHORITY

The Lower Elwha Klallam General Community Council is authorized to enter into this Agreement by Tribal Resolution of the Lower Elwha Klallam 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 their mutual advantage and cooperation. Execution of this Agreement does not constitute a waiver of rights, including treaty rights, 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 tribal TANF based on the receipt of an application for child support services. An application for services includes a referral and the recipient's assignment of their child support rights to the Tribe. The referral should contain these data elements:*
 - A. The non-custodial parent's*
 - 1. Name*
 - 2. Gender*
 - 3. Date of birth*
 - 4. Social security number*
 - 5. Address*
 - 6. Telephone number*
 - 7. Employer*
 - 8. Income and assets*

9. *Relationship to the child (for example, mother, father, step-mother, step-father)*
 10. *Physical description (for example, height, weight, hair and eye color, distinguishing marks, etc.)*
 11. *Communication barriers (for example, foreign language, deaf/hearing impaired, etc.)*
- B. The custodial parent's*
1. *Name*
 2. *Gender*
 3. *Date of birth*
 4. *Social security number*
 5. *Address*
 6. *Telephone number*
 7. *Relationship to the child*
 8. *Communication barriers*
- C. The child or children's*
1. *Name*
 2. *Gender*
 3. *Date of birth*
 4. *Social security number*
- D. The ethnic origin and, as applicable, tribal affiliation of the custodian, non-custodial parent and children.*
- E. The marital status of the parents and the date of marriage.*
- F. For children of unmarried parents, whether or not paternity is established. If so, when, where and how it was established.*
- G. The date the parents separated.*
- H. Information about the existence of any orders for support: where and when an order was entered. If possible include a copy of any support orders with the referral.*
- I. A list of the dates and amounts of child support payments the custodial parent received from the non-custodial parent.*
- J. The date tribal TANF is authorized.*

- K. Information about past receipt of AFDC or TANF from the State of Washington, another state or another tribe. The dates and places the recipient received AFDC or TANF benefits.*
- 2. Provide child support services to tribal TANF recipients 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.*
 - C. Establish child support and medical orders.*
 - D. Enforce orders for child support and medical insurance.*
 - E. Collect and distribute child support due.*
 - F. Modify child support and medical orders.*
- 3. Distribute child support payments in accordance with federal regulations. When arrears are assigned to both DCS and the Tribe, 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 Tribe will be made by electronic funds transfer.

All money except IRS payments are applied in this order:

- A. The current support due in a month*
- B. Non-assistance arrears*
- C. Arrears assigned to the State of Washington, to the Tribe, or to another jurisdiction*
- D. Arrears temporarily assigned to the State of Washington, to the Tribe, or to another jurisdiction*

IRS payments are first applied to arrears assigned to the State of Washington. When the debt owed to the State of Washington is paid, IRS payments will be distributed to the Tribe to be applied to either arrears owed to the Tribe or arrears owed to the custodial parent.

Temporarily assigned arrears means those arrears which accrued prior to the family receiving assistance and which were assigned on or after October 1, 1997. These arrears are not permanently assigned to the State of Washington or to the Tribe until October 1, 2000 or the date the family leaves the assistance program, whichever date is later.

4. *Change the case type to non-assistance when the custodian no longer receives tribal TANF. DCS sends child support payments directly to the tribe on behalf of the custodial parent. DCS and the Tribe recognize the non-assistance custodial parent's right to open or close a child support case with DCS upon request.*
5. *Notify the Tribe in writing when a custodial parent is not cooperating. DCS cannot proceed without cooperation. DCS will not close the child support case without the Tribe's approval and will work with the tribe on the issue of non-cooperation.*
6. *Accept the Tribe's determination of Good Cause for non-cooperation.*
7. *Centralize suitable Tribal TANF child support cases in the Olympia Field Office.*

IV. RESPONSIBILITIES OF THE TRIBE

The Tribes agrees to:

1. *Send complete and timely child support referrals, including a copy of the assignment, to DCS each time a Tribal TANF case opens or reopens and notify DCS when Tribal TANF ends.*
2. *Inform DCS when medical coverage from Indian Health Services is available to a child and that child is eligible and when Indian Health Services provides medical coverage for a child.*
3. *Upon request, give DCS copies of tribal court orders concerning custody and child support.*
4. *Upon the Tribe's request, ESA State/ Tribal Relations Unit and DCS will assist the Tribe to develop Tribal code.*
5. *Work with DCS to develop a process for supplying locate and income information and for service of process on the reservation.*

V.

RESPONSIBILITIES OF THE DIVISION OF CHILD SUPPORT AND THE TRIBE

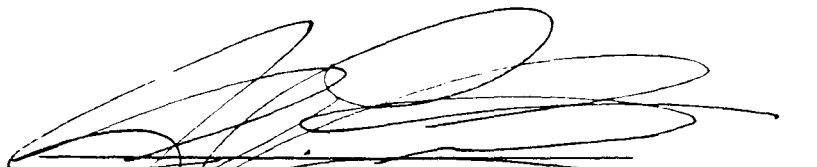
Both the Tribe and DCS agree to:

1. *Inform the other party of events that affect either the Tribal TANF case or the child support case. For example:*
 - A. *The opening and closing dates of Tribal TANF*
 - B. *Location information about the custodian and non-custodial parent*
 - C. *The children are placed in foster care*
 - D. *There is a change in custodian*
 - E. *The parties reconcile, marry or divorce*
 - F. *The child support order is modified*
 - G. *Good Cause decisions*
 - H. *There is a change that affects eligibility – the custodian becomes employed, children leave the custodian's home, children emancipate, a new child is born, etc. A new child support order is entered.*
 - I. *The custodian receives a direct payment from the non-custodial parent*
 - J. *There is a report of domestic violence or child abuse*
2. *Use the conflict resolution process outlined in the September 23, 1998 Intergovernmental Agreement between the Tribe and the Washington Department of Social and Health Services.*

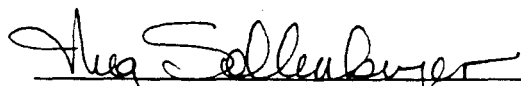
**VI.
TERM**

The Agreement shall become effective when the Division of Child Support and the Tribe have signed the Agreement. The Agreement may be terminated by any party upon thirty (30) days written notice of the intent to terminate to the other party.

On this 19th day of February, 1999, in Olympia, Washington, the following in their representative capacities, hereby approve the Agreement.



*JOHN P. LETHER, Director of Social Services
Lower Elwha Klallam Tribe*



*MEG SOLLENBERGER, Director
Division of Child Support*