

MEMORANDUM

State of Alaska Department of Law

TO: John Mallonee
Director, CSSD

DATE: September 13, 2004

FILE NO: N/A

TEL. NO: 269-5228

SUBJECT: *Cooperative Agreement
Fiscal Year 2005*

FROM: Diane L. Wendlandt *DLW*
Assistant Attorney General

Attached is a copy of the final, signed Cooperative Agreement between the Department of Law and the Department of Revenue for Fiscal Year 2005. Per previous practice, I have retained the original for my files. Please call me if you have any questions.

cc (w/encl): Ellen Schultz (Revenue)

IV-D

COOPERATIVE AGREEMENT

ALASKA DEPARTMENT OF LAW

WITH

ALASKA DEPARTMENT OF REVENUE

CHILD SUPPORT SERVICES DIVISION

JULY 1, 2004 TO JUNE 30, 2005

IV-D COOPERATIVE AGREEMENT

This Agreement between the Department of Revenue (DOR) and the Department of Law (DOL) under 45 CFR 303.107 concerns the provision of services by DOL to DOR for the child support program in the establishment of paternity, the establishment of support, and the securing of support payments under 45 CFR 302.34 and 45 CFR 303.107. This Agreement also provides for reimbursement of administrative costs for the described services as outlined in this Agreement and the attached Reimbursable Services Agreement (RSA) (Exhibit A). Both parties agree to comply with this Agreement, Title IV-D of the Social Security Act, implementing federal and state regulations, and other applicable federal and state regulations and requirements.

1. JOINT RESPONSIBILITIES OF DOR AND DOL

1.01 Under this Agreement, DOR and DOL shall have the responsibility to take all necessary and appropriate action to (a) establish paternity, (b) establish support orders, and (c) enforce support orders, including asset seizure, employer non-compliance, and criminal non-support actions.

1.02 The parties agree to perform their respective duties and responsibilities, as outlined in this Agreement, in order to meet the federal expedited process time frame requirements contained in 45 CFR 303.101; specifically, support order establishment action, regardless of whether paternity has been established, is to be completed as follows:

75% in 6 months
90% in 12 months

The above time periods begin with the date of service of process on the alleged father or non-custodial parent and end with "disposition" as defined in 45 CFR 303.101.

2. SCOPE OF SERVICES

2.01 Under this Agreement, DOR shall have the following responsibilities:

2.01(a) Operate an approved State IV-D Plan in the manner prescribed by federal and state law. The Child Support Services Division (CSSD) is the unit within DOR required to develop and implement a child support program in which it will administer the following functions:

(1) Establish the paternity of a child born out of wedlock in accordance with 45 CFR 302.31(a)(1) within the time frames specified in 45 CFR 303.5.

(a) Establishment services are to be provided with respect to

- (1) a child born out of wedlock with respect to whom an assignment as defined under 45 CFR 301.1 (ATAP, Foster Care Maintenance, Medicaid) is effective; or
 - (2) a child born out of wedlock not receiving assistance under the Alaska Temporary Assistance Program (ATAP) program as defined in 45 CFR 302.33(a) (applicants for service. non-ATAP Medicaid, former ATAP). 45 CFR 302.33.
- (b) Establishment of paternity shall include, as appropriate, the following activities:
- (1) Initiate and process civil complaints to establish paternity. Work cooperatively with DOL to complete discovery. paternity testing, and trial, if necessary.
 - (2) Receive and process voluntary acknowledgments of paternity.
 - (3) Conduct an expedited administrative process to establish paternity.
- (2) Establish and enforce support for a child or children from any person who is legally liable for such support, using state laws and reciprocal arrangements adopted with other states when appropriate. This service includes enforcing a spousal support order for a spouse who is living with a child or children, but only if a support obligation has been established for that spouse and the child support obligation is being enforced under the Title IV-D State Plan (45 CFR 302.31(a)(2)).
- (a) Service is to be provided with respect to:
- (1) Cases for which an assignment as defined under 45 CFR 301.1 (ATAP, Foster Care Maintenance, Medicaid) is effective; and
 - (2) Cases eligible for services under 45 CFR 302.33 (applicants for service. non-ATAP Medicaid. former ATAP).
- (b) Support obligations will be established and enforced using appropriate administrative mechanisms:

- (1) In accordance with the time frames specified in 45 CFR 303.4 and 303.6;
 - (2) By using guidelines for setting child support awards that meet the requirements at 45 CFR 302.56;
 - (3) By initiating, if appropriate, immediate income withholding or initiating income withholding in accordance with 45 CFR 303.100.
- (c) Secure and enforce medical support obligations in accordance with 45 CFR 303.31 and 45 CFR 303.32. Medical support obligation service is to be provided with respect to:
- (1) Cases for which an assignment as defined under 45 CFR 301.1 (ATAP, Foster Care Maintenance, Medicaid) is effective; and
 - (2) Cases eligible for services under 45 CFR 302.33 (applicants for service, non-ATAP Medicaid, former ATAP).
- (d) Establish an interstate central registry responsible for receiving, distributing, and responding to inquiries on all interstate IV-D cases, including URESA or UIFSA petitions and requests for wage withholding, in accordance with 45 CFR 303.7.
- (e) Distribute support collections in accordance with 45 CFR 302.51 and 302.52.
- 2.01(b) Provide DOL with continuous program direction through the issuance of timely revisions to the State IV-D Plan and updated program instruction.
- 2.01(c) Prepare and transmit referrals to DOL on appropriate cases under Title IV-D and state law and provide pertinent information relative to changes in referred cases which affect the establishment of paternity, establishment and enforcement of child support obligations, and the collection of child support obligations in a timely manner.
- 2.01(d) Respond promptly to requests from DOL for files or other information needed by DOL to respond to actions involving the establishment of paternity and the establishment and enforcement of child support obligations, and assure, to the extent possible, that court pleadings and orders to which a response may be needed are forwarded to DOL for review and further action within the time frames set forth in the Alaska Rules of Civil Procedure.

2.01(e) Monitor the terms of this Agreement through periodic review of records and on-site visits to observe the performance of functions being carried out relative to this Agreement in order to:

- (1) Evaluate the quality, efficiency, effectiveness, and scope of services being provided under this Agreement.
- (2) Identify any problems that may affect the delivery of child support services for which CSSD is responsible under the State Plan.
- (3) Provide DOL with written notice of any problems found as a result of a review of functions being carried out relative to this Agreement.
- (4) Assist DOL in planning and implementing any necessary corrective action within 60 days to resolve any identified problems.

2.02 Under this Agreement DOL shall have the following responsibilities:

2.02(a) Maintain paternity establishment and child support establishment and enforcement services as prescribed by federal and state law, including regulations, and as administered by CSSD under the approved State IV-D Plan, including the following activities:

- (1) Monitor case activities to assure compliance with time frames in federal law. Review action requested by CSSD to secure or enforce support (including medical support) and take appropriate action in consultation with CSSD.
- (2) Represent the State in legal actions filed against CSSD or in which the State has a financial interest. DOL shall contact CSSD when litigation is initiated against CSSD to advise them of the litigation and seek pertinent information which CSSD may possess.
- (3) Accept case referrals from CSSD for action to establish, modify, or enforce support obligations or for related actions. Except as provided in 2.02(a)(4), (5), and (6), initiate appropriate judicial action to comply with federal statutes, regulations, and case law within six (6) weeks from the receipt of the file from CSSD.
- (4) Receive and litigate civil complaints to establish paternity. Initiate appropriate action in paternity cases within fourteen (14) days of the receipt of the file from CSSD. DOL shall work cooperatively with CSSD to complete discovery, paternity testing, and trial, if a trial is necessary. Also, DOL will assist CSSD in receiving voluntary acknowledgments of paternity from putative fathers in paternity actions.

- (5) At the request of CSSD, initiate appropriate judicial action to establish or modify support in an amount consistent with guidelines adopted under Civil Rule 90.3 within thirty (30) days of receipt of the file from CSSD.
- (6) Initiate appropriate action in cases CSSD refers requesting third-party enforcement or employer non-compliance action within thirty (30) days of receipt of the file from CSSD.
- (7) At the request of CSSD, review and provide CSSD with advice on any proposed changes to Civil Rule 90.3.
- (8) At the request of CSSD, assist CSSD staff in presenting CSSD's position at formal DOR hearings.
- (9) At the request of CSSD, represent DOR in superior court in an appeal of a DOR formal hearing decision.
- (10) Review superior court decisions received in cases being handled by DOL and evaluate whether the decision should be appealed to the Alaska Supreme Court. Request input from CSSD as to whether an appeal should be filed and advise CSSD of the ultimate decision on appeal. Notify CSSD when decisions are appealed by an opposing party, request input from CSSD on the response to such appeals, and advise CSSD of the ultimate decision on appeal.
- (11) Periodically review the decisions issued by the Alaska Supreme Court and promptly notify CSSD of any decisions which address child support issues or may otherwise affect CSSD's actions.
- (12) Return files to CSSD within ten (10) days of completing the requested action. CSSD may request the return of a file and DOL shall return the file within ten (10) days if further action by DOL is unnecessary.
- (13) Petition or request that support payments for obligations established under this Agreement be ordered to be paid by the responsible parent directly to CSSD for distribution. DOL shall not agree to limit the ability of CSSD to collect child support arrearages allowable under law or the ability of CSSD to disburse support as required by law without the prior agreement of CSSD.
- (14) Seek reimbursement from defendants for all or part of the cost incurred by CSSD for paternity testing in a paternity case and other appropriate costs based on the facts of the paternity or support case.

- (15) Obtain orders for child support that are in accordance with Civil Rule 90.3 and include an adequate provision for arrears in those cases in which it is appropriate.
 - (16) In cases referred to DOL, respond as appropriate to inquiries from counsel for opposing parties or to inquiries from a party if that party is not represented by counsel.
 - (17) Notify CSSD if attorneys fees, costs, or other sums are collected by DOL in the course of a IV-D action so that CSSD can document its case record.
 - (18) Submit to CSSD copies of any support orders obtained or other documents or information, indicating the disposition of cases.
 - (19) Respond to reasonable requests for information from CSSD regarding the current status of particular cases within fifteen (15) days of the request.
 - (20) Once it becomes technically feasible, input information into the CSSD case management system concerning the status of cases referred by CSSD to DOL, including those that are on appeal from either a lower court decision or on appeal from an administrative decision so that CSSD can keep track of the case status.
 - (21) Provide any other legal advice and assistance requested to support CSSD's efforts to pursue an effective and efficient child support enforcement program.
 - (22) At the request of CSSD, DOL will review and accept, if appropriate cases for possible criminal prosecution, subject to the availability of resources provided by CSSD to prosecute such cases.
- 202(b) Prepare and provide case records and fiscal reports as required by state and federal law. Required records shall be retained by DOL according to the DOL's record retention schedule or forwarded to CSSD for retention according to state or federal requirements. Records are subject to inspection, review, or audit as required by state or federal law or this Agreement.
- 2.03(a) To promote the effective administration of the state plan and this Agreement and to facilitate the adoption and implementation of policies and procedures relating to case referrals, information exchange, and other matters affecting the relationship between DOL and CSSD. it shall be the practice under this Agreement that regular meetings be held between officers from policy making levels of CSSD and DOL, or their designees. 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 Agreement. There shall also be an annual

meeting of the above named parties to review this Agreement and discuss desirable or appropriate changes.

2.03(b) If a dispute arises between CSSD staff and the staff of DOL, the parties shall attempt to resolve the dispute informally. If the parties are unable to resolve the dispute, it shall be referred to the Commissioner of Revenue and the Attorney General. They or their designees shall review the disputed issues and make appropriate decisions.

2.03(c) It shall be the duty of the CSSD operations manager and the assistant attorney general with lead responsibility to work together to ensure that their combined resources are used in such a way as to effectuate the intent of the parties and provide the most efficient and effective support enforcement services. They shall engage in the following activities and any other reasonable activities necessary to fulfill their joint responsibility:

(1) Defining the types 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, to discuss matters of mutual concern and any problems that may have arisen: and to propose any necessary amendments to this Agreement.

3. DOL PERSONNEL, BILLING, AND FISCAL PROCEDURES

3.01 To receive compensation for the services performed under this agreement, as defined in section 1, DOL shall provide the information specified in this section.

3.01(a) DOL shall provide to CSSD for each fiscal year a Reimbursable Services Agreement (RSA) for services provided under this Agreement. The RSA will be finalized by September 1, 2004. and will contain:

- (1) Personal service costs;
- (2) Operating expenses;
- (3) Capital equipment acquisitions: and
- (4) Other indirect costs.

3.01(b) DOL's Reimbursable Services Agreement (RSA) for fiscal year '05 will be attached as Exhibit A to this Agreement when finalized. The RSA shows budget estimates and covered expenses for the period of the Agreement. A more detailed budget estimate

will be provided by DOL if requested by CSSD. The RSA may be amended during the period of the Agreement if the parties agree that additional resources are necessary and available to fulfill the terms of the Agreement.


- 3.01(c) DOL shall determine direct and indirect costs for attorneys, paralegals, and law office assistants based on Projected Cost/Billing Rates for each fiscal year. Indirect costs include cost of leases, communications, copying, supplies, library materials, computer research services, courier services, and related expenses. DOL shall require attorneys charging time to the RSA described in 3.01(a) to record time spent on CSSD matters.
- 3.01(d) DOL agrees to identify the personnel positions assigned to CSSD's caseload, and not to charge CSSD more for personal service costs than the maximum specified in the RSA. DOL shall have sole authority over internal personnel matters, within the budgetary limits specified by the RSA.
- 3.01(e) DOL agrees to charge against the RSA only those non-personnel costs incurred in accordance with this Agreement.
- 3.01(f) DOL and DOR agree to annually meet to discuss financial needs to meet the terms of this Agreement and federal and state law.
- 3.01(g) DOL shall provide information, testify, and otherwise assist CSSD during the Legislative session in an effort to obtain legislative approval for that portion of CSSD's budget which provides compensation for DOL.
- 3.01(h) DOL agrees to timely report, within 45 days after the end of each reporting period, all expenditures under this Agreement, detailing the following:
 - (1) Salary and fringe benefit expenditures;
 - (2) Operating expenditures;
 - (3) Capital acquisitions; and
 - (4) Other indirect costs.
- 3.02 Payment by CSSD to DOL shall be contingent upon substantial completion by DOL of its responsibilities under this Agreement and state and federal law. Payment under this Agreement is subject to state and federal review or audit, or both.

4. TERMS AND CONDITIONS


- 4.01 The CSSD and DOL agree to the following general terms and conditions

- 4.01(a) The parties agree, in addition to the federal and state laws and regulations cited above, to comply with the provisions of Title IV-D of the Social Security Act, implementing regulations applicable to the contents, and the execution, performance, and enforcement of this Agreement.
- 4.01(b) The parties shall safeguard information relating to applicants or recipients of support enforcement services in accordance with the requirements of state and federal law.
- 4.01(c) This Agreement shall be effective for the period beginning July 1, 2004, and ending June 30, 2005, unless terminated in accordance with section 4.01(d) or (e), except that it will remain in full force and effect for the first quarter of the following fiscal year, until a new Cooperative Agreement for FY 2006 is executed.
- 4.01(d) The parties may amend the terms and conditions of this Agreement by mutual written agreement. The parties agree to amend this Agreement to comply with any changes in federal or state law relating to IV-D program requirements during the effective period of this Agreement. Any amendment shall be made a part of this Agreement and numbered consecutively.
- 4.01(e) The parties agree that either party may terminate this Agreement on ninety (90) days' written notice, or it may be terminated by mutual written consent at any time. Furthermore, either party may terminate this Agreement upon forty-five (45) days' written notice to the other party if a party determines that the other party has failed to satisfactorily perform in accordance with the terms, conditions, and performance standards of the Agreement: provided, however, that the terminating party must, in its notice of termination, specify the grounds for the termination and specify that termination will not occur if the other party implements appropriate corrective action to cure the violation or improve performance within the forty-five (45) day notice period.
- 4.01(f) The parties agree to meet at least thirty days before expiration of the Agreement to renegotiate or extend this Agreement.

DEPARTMENT OF LAW

By: 
 Gregg D. Renkes
 Attorney General
 Date: 9-9-04

DEPARTMENT OF REVENUE

By: 
 William A. Corbus, Commissioner
 Department of Revenue
 Date: 2/3/04