



**COUNTY**  
**PROGRAM AGREEMENT**  
**Court Commissioners**

DSHS Agreement Number  
 0763-15105

This Program Agreement is by and between the State of Washington Department of Social and Health Services (DSHS) and the County identified below, and is issued in conjunction with a County and DSHS Agreement On General Terms and Conditions, which is incorporated by reference.

Administration or Division Agreement Number  
 County Agreement Number

DSHS ADMINISTRATION Economic Services Administration	DSHS DIVISION Division of Child Support	DSHS INDEX NUMBER 1065	DSHS CONTRACT CODE 3000CC-63
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DSHS CONTACT NAME AND TITLE Sarah De Laive Government Liaison	DSHS CONTACT ADDRESS 712 Pear St. PO Box 9162 Olympia, WA 98507-9162
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DSHS CONTACT TELEPHONE (360) 664-5315 Ext:	DSHS CONTACT FAX (360) 664-5340	DSHS CONTACT E-MAIL sdelaive@dshs.wa.gov
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COUNTY NAME Snohomish County	COUNTY ADDRESS Snohomish County Court Administrator 3000 Rockefeller Ave. MS 502 Everett, WA 98201-4046
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COUNTY FEDERAL EMPLOYER IDENTIFICATION NUMBER 916001368	COUNTY CONTACT NAME Bob Terwilliger
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COUNTY CONTACT TELEPHONE (425) 388-3421 Ext:	COUNTY CONTACT FAX (425) 388-3498	COUNTY CONTACT E-MAIL Bob.Terwilliger@co.snohomish.wa.us
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IS THE COUNTY A SUBRECIPIENT FOR PURPOSES OF THIS PROGRAM AGREEMENT? Yes	CFDA NUMBERS 93.563
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PROGRAM AGREEMENT START DATE 4/2/2007	PROGRAM AGREEMENT END DATE 6/30/2011	MAXIMUM PROGRAM AGREEMENT AMOUNT No Payment
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EXHIBITS. When the box below is marked with an X, the following Exhibits are attached and are incorporated into this County Program Agreement by reference:  
 Exhibits (specify):

By their signatures below, the parties agree to the terms and conditions of this County Program Agreement and all documents incorporated by reference. No other understandings or representations, oral or otherwise, regarding the subject matter of this Program Agreement shall be deemed to exist or bind the parties. The parties signing below certify that they are authorized to sign this Program Agreement.

COUNTY SIGNATURE(S) 	PRINTED NAME(S) AND TITLE(S) Thomas J. Wynne Presiding Judge	DATE(S) SIGNED March 20, 2007
DSHS SIGNATURE 	PRINTED NAME AND TITLE Christine Simmonds, Contract Analyst DSHS/Economic Services Administration	DATE SIGNED 3/29/07

## 1. Definitions

- a. "Title IV-D Child Support matters or services" means and includes: the establishment of paternity; the establishment and modification of child support orders; the enforcement of judicially or administratively ordered child support or medical support obligations in cases initiated by the County Prosecuting Attorney, the Attorney General, or an attorney contracted to act on behalf of the State of Washington.
- b. "Cost Reimbursement Plan" means the DCS approved funding methodology and process by which IV-D reimbursement claims are calculated by the County.
- c. "Court Commissioner" means a person appointed by the County Superior Court to carry out the judicial duties authorized by Revised Code of Washington (RCW) 2.24.040 and WA Const., art. IV, section 23.
- d. "Dedicated Docket" means a regularly scheduled court calendar devoted to the expedited processing of Title IV-D child support services cases which provides the time required for the volume of Title IV-D cases.
- e. "Expedited Processes" are as defined in 45 CFR Ch.III, Part 303, section 303.101.
- f. "DCS" means the Division of Child Support, a division of the Department of Social and Health Services' Economic Services Administration, the single designated entity which administers, supervises, and monitors Washington State's child support enforcement program and State Plan under Title IV-D of the Social Security Act.
- g. "IV-D or Title IV-D" of the Social Security Act is codified at 42 USC Chapter 7, Subchapter IV, Part D, section 651 et seq.
- h. "Direct Costs" means costs which are incurred by and directly allocable to the County.
- i. "Indirect Costs" means costs that are incurred by the County but not directly allocable to the County in carrying out the IV-D child support program.
- j. "Federal Incentive" means the additional reimbursement of funds from the federal government to DCS based upon specific performance measures.
- k. "DSHS" means the State of Washington's Department of Social and Health Services.
- l. "Federal Financial Participation" means the percentage of costs that the federal government reimburses DCS for expenses incurred in carrying out the Washington State Title IV-D child support program.

## 2. Statement of Intent:

The parties, under this Interlocal Agreement, agree to coordinate activities to expedite the establishment, modification, and enforcement of court orders in Title IV-D child support matters. The parties agree to comply fully with the requirements of 42 USC Chapter 7, Subchapter IV, Part D, sections 651 et seq. (Title IV-D of the Social Security Act); 45 CFR Ch III, Part 302, section 302.34 (Cooperative Arrangements); Part 303, section 303.107 (Requirements for cooperative arrangements); Part 304 (Federal financial participation); Part 305 (Program performance measures, standards, financial incentives, and penalties); 45 CFR, Subtitle A, Part 92 (Uniform Administrative Requirements for Grants and Cooperative Agreements to State, Local, and Tribal Governments); OMB Circulars A-87 (Cost Principles for State, Local, and Indian Tribal Governments); A-133 (Audits of States, Local Governments, and Non-Profit Organizations); and related federal and state laws and regulations. The period of performance under this contract will be from February 1, 2007, until June 30, 2011, unless

sooner terminated or extended as provided. This agreement supersedes all prior contracts and agreements and incorporates the attached definition page herein.

**3. DSHS Division of Child Support's Duties:**

DCS is the designated single state entity that administers, supervises, and monitors Washington State's Child Support Enforcement Program and the State Plan under Title IV-D of the Social Security Act. Under this Agreement, DCS will have the following responsibilities:

- a. To inform counties of:
  - (1) Relevant federal statutes, regulations and policies.
  - (2) Provisions of the State Plan.
  - (3) State policies, standards, procedures and instructions.
  - (4) Changes in federal and state funding, match rates, incentives, program requirements or performance measures, and
- b. To provide reasonable technical assistance and cooperation in program and fiscal areas necessary to assist counties in meeting state and federal requirements.
- c. To reimburse funds expended by the County for allowable expenditures pursuant to an approved reimbursement plan:
  - (1) Reimburse the allowable direct costs of the County, in accordance with the new County Court Commissioner's Funding Methodology, at the amount of the current federal match rate.
  - (2) Reimburse the other allowable indirect costs of the County, at the amount of the current federal match rate.
  - (3) Provide a proportionate share of the federal incentive payments to the County.
  - (4) Ensure that reimbursement shall not exceed the estimated financial participation as set forth in the County budget, including subsequent changes, approved by DCS.
  - (5) Ensure compliance with Federal regulations at 45 CFR 304.21(b) (Limitations) specifying that Federal funding is not available for compensation (salary and fringe benefits), travel and training, and office-related costs incurred by judges or administrative and support staffs of judges.

**4. County's Duties:**

The County is empowered under state law through the use of Court Commissioners to preside over family law judicial proceedings in Superior Court. Under this Plan of Cooperation, the County shall have the following responsibilities:

- a. To preside over child support related hearings in Superior Court actions.
- b. To ensure that an adequate amount of time is set aside for expedited processing of Title IV-D child support cases initiated by the County Prosecuting Attorney, the Attorney General, or an attorney contracted to act on behalf of the State of Washington. Consideration is paid under this agreement in order to ensure that all IV-D child support cases are processed with priority in a manner sufficient to meet all relevant program standards and time frame requirements, set forth in Title IV-D of the Social Security Act and related provisions of the Code of Federal Regulations, including 45 CFR

Part 303, as in effect or later amended, and such other regulations as may be adopted. Preferable methods for achieving this goal include dedicated dockets, or set-aside time on family law calendars exclusively for IV-D cases.

- c. To meet as needed with the County Prosecuting Attorney and DCS to review the effectiveness of the expedited processes in meeting the program standards and time frame requirements defined in 45 CFR Part 303.
- d. To provide to DCS an annual budget of support enforcement costs and expenditures for which reimbursement is expected to be claimed under this plan, using a format established by DCS.
- e. To maintain on file with DCS a current County Indirect Cost Allocation Plan. The Plan, which is the responsibility of the county auditor's office or the county finance office, must be prepared in accordance with federal requirements contained in OMB Circular A-87.
- f. To submit monthly claims for reimbursement using a format established by DCS and the Cost Reimbursement Plan, for the actual allowable expenditures incurred in execution of this Agreement in sufficient detail for DCS, state, and federal auditors to verify consistency. The County must submit all claims for reimbursement to DCS within 90 days from the date of the expenditure. No claim submitted more than 12 months after the date of expenditure will be reimbursed.
- g. To refund to DCS any funds paid to the County which is later disallowed by state or federal auditors.
- h. To not claim reimbursement for any funds expended in execution of this plan that are, or have been derived directly from, federal funds, or are to be allocated to, or included as, a cost of any other federally financed program in either the current or a prior period.
- i. To not claim reimbursement for the acquisition cost of any real property, or any personal property having a useful life of more than one year and an acquisition cost of \$5,000 or more per unit without prior approval, except for the acquisition of automatic data processing equipment and software. This exception does not apply to imaging equipment, which must have prior DCS approval due to compatibility and budget constraints. The depreciation expense of such nonexpendable personal property purchased by the County for use in execution of this plan may be claimed for reimbursement, provided that management and accountability of said property is consistent with federal regulations adopted pursuant to Title IV-D.
- j. To not claim reimbursement for charges levied by one county office against another where such fees are not charged uniformly to all those using the provided services.
- k. To maintain or forward to DCS case records and supporting fiscal records as are required by state or federal laws or regulations adopted pursuant to Title IV-D. These records must be retained for five (5) years after final disposition and be available for inspection, review, or audit by authorized DCS personnel, the Office of the State Auditor or federal auditors during the Agreement period.
- l. To submit to DCS copies of any support orders, documents, or information obtained that indicates the disposition of cases.
- m. To respond to reasonable requests for information from DCS regarding the current status of cases.

**5. Performance:**

- a. DCS is required by federal regulation to perform various judicial proceedings and case actions within prescribed time frames (see 45 CFR 303). Federal regulations also provide for enhanced federal funding for DCS when it performs at a high level through the provision of federal incentive payments (see 45 CFR 304.12).

- b. The Counties are valuable partners for maintaining compliance with required federal performance standards and achievement based federal incentive payments. Crucial areas where Court Commissioners help in meeting federal requirements include hearing and deciding Title IV-D paternity and child support matters as expeditiously as possible; entering child support orders that are in accord with the Washington State Child Support Schedule and the obligor's reasonable ability to pay; and by establishing obligations for provision of health insurance coverage for the dependent children.
- c. The rationale for the reimbursement of Court Commissioner time with Title IV-D funds is the federal requirement that states provide an expedited process for adjudicating and concluding Title IV-D cases. Providing a dedicated docket for Title IV-D child support cases initiated on behalf of the State by the County Prosecuting Attorney's Office, Office of the Attorney General, or an attorney contracted by the State is an efficient practice for meeting federal program standards and time frame requirements.
- d. In accord with federal and state laws and regulations cited herein, if counties cannot provide a dedicated docket for Title IV-D cases, the county must develop an acceptable alternative process to ensure expedited handling of these cases in order to receive IV-D funding for Court Commissioners.