

IV-D COOPERATIVE AGREEMENT
DEPARTMENT OF HEALTH AND SOCIAL
BUREAU OF VITAL STATISTICS
WITH
DEPARTMENT OF REVENUE
CHILD SUPPORT ENFORCEMENT DIVISION
JULY 1, 1994 TO JUNE 30, 1995

IV-D COOPERATIVE AGREEMENT

This agreement is entered into and between the Department of Revenue, Child Support Enforcement Division, hereinafter referred to as CSED, and the Department of Health and Social Services, Bureau of Vital Statistics, hereinafter referred to as BVS. This agreement is for the provision of services by BVS to CSED to assist in the establishment of paternity, the establishment of support, and the securing of support payments pursuant to 45 CFR 302.34, and as defined herein. This agreement also provides for reimbursement of administrative costs of the described services as outlined in Section 2 of this cooperative agreement and the attached Reimbursable Services Agreement.

1. SCOPE OF SERVICES

- 1.01 Under this agreement, CSED shall have the following responsibilities:
- 1.01(a) Operate an approved State IV-D Plan in the manner prescribed by Federal and State laws and regulations. CSED will administer the following functions:
- (1) Establish the paternity of a child born out of wedlock within the time frames specified in 45 CFR 303.5. (45 CFR 302.31 (a)(1)). Service is to be provided in the case of:
 - (a) A child born out of wedlock to whom an assignment is effective, as defined under 45 CFR 301.1 (AFDC, Foster Care Maintenance, Medicaid);
 - (b) A child born out of wedlock not receiving assistance under the Aid to Families with Dependent Children (AFDC) program as defined in 45 CFR 302.33(a) (applicants for service, non-AFDC Medicaid, former AFDC) **45** CFR 302.33.
 - (2) Secure 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 where appropriate. This includes securing support for a spouse who is living with the child or children, but only if a support obligation has been established for that spouse and the child support obligation is being enforced under Title IV-D State Plan, (45 CFR 302.31 (a)(2)). Service is to be provided with respect to:
 - (a) Cases in which an assignment as defined under 45 CFR 301.1 (AFDC, Foster Care Maintenance, Medicaid) is in effect;

- (b) Cases eligible for services under 45 CFR 302-33(a) (applicants for service, non-AFDC Medicaid, former AFDC) 45 CFR 302.33.
- (3) Secure and enforce medical support obligations in accordance with 45 CFR 303.31. Service is to be provided in:
 - (a) Cases in which assignment **as** defined under 45 CFR 301.1 (AFDC, Foster Care Maintenance Medicaid) is in effect;
 - (b) Cases eligible for services under 45 CFR 302.33(a) (applicants for service, non-AFDC Medicaid, former AFDC) 45 CFR 302.33.
- (4) Establish and enforce support obligations as follows:
 - (a) In accordance with the time frames specified in 45 CFR 303.4 and 303.6;
 - (b) By using guidelines for setting child support awards that meet the requirements at 45 CFR 302.56;
 - (c) By initiating, where appropriate, immediate or initiated income withholding in accordance with 45 CFR 303.100.
- (5) 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.
- (6) Distribute support collections in accordance with 45 CFR 302.51 and 302.52.
- (7) Secure and enforce child support. Operation of this function shall include, but not be limited to, the following activities:
 - (a) Receive and process civil complaints to establish paternity and motions related thereto. Such matters may be heard before a Judge or Law Master. Jury and non-jury paternity trials shall be made available to the litigants. The Department of Law will work cooperatively with CSED to complete discovery, blood testing and trial within one (1) year of service of the

complaint upon the putative father, as required by 45 CFR 303.05 and 303.101 ;

(b) Receive voluntary acknowledgement of paternity.

1.01 (b) Provide BVS with continuous program direction through the issuance of timely revisions to the State **IV-D** Plan and updated program instructions.

1.01 (c) Provide BVS with the information necessary to accurately update the birth certificate for **all** cases as follows:

(1) Required information includes the fields specified in the "Child Support Enforcement Supplemental Information Sheet" (CSED Form 04-1661, Rev 4/94);

(2) Optional information may include the father's education level.

1.01 (d) Monitor the effectiveness of this agreement through periodic review of records and on-site visits to observe the functions being carried out 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 enforcement services under the State Plan;

(3) Provide BVS with written notice **of** any problems resulting from the review;

(4) Assist BVS in planning and implementing any corrective actions within 60 days.

1.01 (e) CSED will maintain a computer interface to conduct on-line research of birth certificates and paternity acknowledgements. This information will include the identity data of the parties to the birth.

1.02 Under this agreement BVS shall have the following responsibilities:

1.02(a) Maintain a computer on-line interface system that allows CSED to research fully identifying data on individuals involved with the birth of a child within the state including:

(1) The information on birth certificates filed with BVS after 1969, specifically the child's name, date of birth and sex; and

mother's and father's names, dates of birth, states of birth, and cities of residence.

- (2) Beginning in 1992, the information will also include the social security account numbers **(SSAN)**.
- 1.02(b) Maintain a computer on-line interface system that allows CSED to research death certificate information for a death occurring after 1976: This information includes the decedent's name, sex, date of death, date of birth, state of birth, race code, city and state of residence, city of death, marital status and spouse's name.
- 1.02(c) Maintain a computer on-line interface system that allows CSED to research divorce records maintained by BVS.
- 1.02(d) BVS will provide services as prescribed by Federal and State laws and regulations and the State IV-D Plan, within the following standards:
- (1) Provide the necessary computer on-line interface capability to CSED;
 - (2) Provide necessary statistical data and reports to allow CSED to comply with Federal and State laws and regulations;
 - (3) Operate the statewide Voluntary Paternity Acknowledgement Program;
 - (4) Provide training, forms, educational materials, and brochures to hospitals and birthing facilities to operate the program;
 - (5) Process all voluntary paternity acknowledgements and birth certificates within 14 days of receipt by BVS and make the information available to CSED through the computer on-line interface system.
- 1.02(e) Provide access to CSED, upon reasonable prior notice to BVS, of records of affidavits of paternity and for periodic on-site observation of functions being carried through this agreement in order to:
- (1) Identify any problems that may affect the delivery of child support enforcement services;
 - (2) Prepare a corrective action plan within 60 days to resolve identified problems. Upon approval by CSED, implement the

corrective action plan. Corrective actions must be completed in accordance with 45 CFR 305.99.

- 1.03(a) BVS will implement a fee to cover the costs of providing the computer on-line interface and information to CSED. The parties recognize that BVS is dependent upon State funding for the resources necessary to perform the work requested by CSED. It is presently difficult to anticipate the volume and nature of the work which will be requested under this agreement. Such changes may result in an increase in total volume of workload or the effort required to do specific types of work.

In the event that the fees anticipated by BVS and funded by the CSED are inadequate to perform the work requested by CSED, BVS and CSED will work together to determine what additional resources are necessary. CSED acknowledges its obligation to deal quickly and fairly with BVS in resolving the funding issue.

2. PAYMENT TERMS AND CONDITIONS

- 2.01 To receive compensation for the services performed under this agreement, as defined in Section 1, BVS shall provide the following information to CSED:
- 2.01(a) Project annually, by September 1, expenditures and fees for the subsequent State fiscal year;
- 2.01(b) Information, testimony and assistance to CSED in obtaining legislative approval for compensation of BVS's services.
- 2.02 To compensate BVS for the services performed under this agreement, as defined in Section 1, DOR shall reimburse BVS a charge for each inquiry as outlined in the RSA.

3. TERMS AND CONDITIONS

- 3.01 The CSED and BVS agree to the following general terms and conditions:
- 3.01(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, AS 18.50 and 25.20, for implementing regulations applicable to the content, execution, performance, and enforcement of this agreement;
- 3.01(b) The parties shall safeguard information relating to applicants or recipients of child support enforcement services in accordance with the requirements of 45 CFR 303.21, which limits the use or

disclosure of information relating to such applicants or recipients and shall be subject to the confidentiality requirements of AS 18.50 and 7 AAC 05.

- 3.01(c) This agreement shall be effective for the period beginning July 1, 1994 and ending June 30, 1995, unless terminated in accordance with section 3.01(d).
- 3.01(d) The parties may revise or amend the terms and conditions of this agreement by mutual written agreement, which writing shall be made a part hereof by numerically consecutive amendment. The parties agree to amend this agreement to address and incorporate the requirements of new revised IV-D program requirements, if any, that may become effective during the period of this agreement.
- 3.01(e) The parties agree that either party may terminate this agreement with 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:
- (1) Violated any provision of applicable Federal or State laws or regulations; or
 - (2) Failed to satisfactorily perform in accordance with the terms, conditions and performance standards of the agreement; however, 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.

DEPARTMENT OF HEALTH AND SOCIAL SERVICES

DEPARTMENT OF REVENUE

By: Margaret P. Lowe

By: Laraine L. Terry
Commissioner

Date: 10/31/94

Date: November 5, 1994