

CN: 201703018170

SN: 390

PC: 20

FILED

2020 SEP -4 A 11: 52

TIMOTHY W. FITZGERALD
SPOKANE COUNTY CLERK

Superior Court of Washington, County of Spokane

In re:

Petitioner/s (person/s who started this case):

Sirinya Polari (Surina)

No. 17-3-01817-0

And Respondent/s (other party/parties):

Aaron Surina

Supplemental Declaration of
Aaron Surina

Supplemental Declaration of Aaron Surina

1. I am (age): 43 years old and I am the ☒ Respondent
2. Attached are the documents with regards to issues relating to the court orders and parenting obligations of both parties.
3. The multiple medical expenses are for hospital treatment with regards to multiple occasions of head injuries, including eyeball cuts, sustained while in the custody of mom.
(Attached Exhibit - Medical Expenses recorded in Our Family Wizard - filed by Petitioner, Sirinya Surina, Mom)
4. Attached is the motion and order amending child support from August 1, 2017 to August 14, 2017 as the State of Washington, by and through its attorney, GEOFFREY W. GAGNON III, Deputy Prosecuting Attorney, moved the court to amend the starting date as there was no abandonment of the children by their father, Aaron M. Surina.
The assignment of child support had been obtained through fraud prior to the dissolution.

(Number any pages you attach to this Declaration. Page limits may apply.)

I declare under penalty of perjury under the laws of the state of Washington that the facts I have provided on this form (and any attachments) are true. ☒ I have attached (number): 8 pages.

Signed at (city and state):

Date:

Sign here

Print name

Warning! Documents filed with the court are available for anyone to see unless they are sealed. Financial, medical, and confidential reports, as described in General Rule 22, must be sealed so they can only be seen by the court, the other party, and the lawyers in your case. Seal those documents by putting them separately, using a Sealed cover sheet (form FL All Family 011, 012, or 013). You may ask for an order to seal other documents

View Message

1. *Staphylococcus aureus* (Staph. aureus) is the most common
 cause of skin infection. It is found in the nose and on the skin of
 many healthy people. It can cause a wide variety of skin
 conditions, from a simple boil to a severe, life-threatening
 infection. It is often spread from one person to another
 through direct contact, such as sharing a towel or a
 piece of clothing. It can also be spread from animals, such
 as a pet dog or cat.

From: Andreu Surrua
To: Shinya Surrua
Subject: Re: Location for the bomb exchange
Date: 2004-07-20 10:00:00
Content-Type: text/plain

View Message

From: Srinivas Srinivas
To: Aaron Srinivas
Subject: Re: Location for the farm exchange (Srinivas)

From: **Amorim, Suresh**
 302 W. 27th St. # 8, New York, NY 10001
 To: **Srinivas Suresh**
 Subject: **Re: Location for the born exchange SRM**

NOTICE OF 42 U.S.C. 1301(d) EXCEPTION: FORMAL OBJECTION

RE: Formal Objection to assignment of child welfare services.

Date: 8/12/2020

FILED

Spokane County Family Court Case #: 17.3.01817.0

2020 SEP -4 A 11:53

vs.

WA State Support Enforcement Case #:

TIMOTHY W. FITZGERALD
SPOKANE COUNTY CLERK

SIRINYA POLART
AARON SURINA

To the local IV-D agency:

This letter shall serve as notice of my decision to invoke my federal statutory right to object to the local agency's continued delivery of all Title IV services on behalf of my child, including but not limited to Title IV-D in the above mentioned case. My authority for such objection is found under section 1101(d) of Title XI of the Federal Social Security Act ("SSA") of 1935. The language used in this Title XI general provision applies to all aspects of the SSA, and is free of all ambiguity; It means what it says. There is no disputing that Spokane County Support and Collections is currently carrying out provisions of Title IV of the Social Security Act on behalf of my child, which must **immediately cease and desist**, because of an unauthorized assignment of rights. As the other fit parent, I object to all Title IV SSA services. This congressionally enacted federal right, which applies to me in this case, states:

42 U.S.C. 1301 (d): "Nothing in this act shall be construed as authorizing any federal official, agent, or representative, in carrying out any of the provisions of this act, to take charge of any child over the objection of either parents of such child, or of the person standing in loco parentis to such-child."

The United States Constitution also clarifies my right to this federal provision, stating:

14th Amendment, Section 1: "No State shall make or enforce any law which shall abridge the privileges or immunities of citizens of the United States."

The needs of my child(ren) are being met without the need for government assistance. There has been no determination that my children are in need or "dependent" on public welfare cash payouts, or at risk of being "dependent," as defined in this act. There is no public assistance in this case. Therefore, the county has no legal standing in this matter. According to the **United States Constitution, 9th Amendment**, as a fit parent, I also have a liberty interest to parent my child in the manner I choose, provided there is no clear and convincing evidence of abuse, neglect, harm or endangerment. No such evidence has been proven in my case. No such charges have been filed in my case.

The IV-D program is a federally funded program, requiring Washington to comply with all federal regulations related to the program. Washington DHS is acting as an agent of the federal government for the implementation of the IV-D child support program, pursuant to:

RCW 74.20.040 (9) The secretary shall adopt rules conforming to federal laws, including but not limited to complying with section 7310 of the federal deficit reduction act of 2005, 42 U.S.C. Sec. 654, and rules and regulations required to be observed in maintaining the state child support enforcement program required under Title IV-D of the federal social security act. The adoption of these rules shall be calculated to promote the cost-effective use of the agency's resources and not otherwise cause the agency to divert its resources from its essential functions.

RCW 26.21A.250 (2) The petition must specify the relief sought. The petition and accompanying documents must conform substantially with the requirements imposed by the forms mandated by federal law for use in cases filed by a support enforcement agency in order to **comply with the requirements of the federal Social Security Act** in respect to public assistance and child welfare services, so that the state may qualify for grants-in-aid available under that act.

The county lacked authorization from me to place my child(ren) on the Title IV welfare program, because I was not notified and was not afforded my Constitutional right to Due Process before the state took charge of my child under any of the IV welfare programs. These services must terminate immediately. There was no abandonment prior the date of application for IV-D services; therefore, there was an invalid assignment of rights. This invalid assignment of rights violated my fundamental right. A violation of the constitutional right to privacy occurred when the state made a determination to provide welfare services, without allowing my due process to take charge of my child under Title IV-D. There is no dependent child, according to the meaning of the SSA; therefore, when delivering Title IV-D services in this case, the county is operating outside the scope of the law. Continued delivery of Title IV benefits or services by the local agency on behalf of my child is, hereafter, without authority of law and would be in direct violation of the federal civil right entitled to me under Title XI of the Act.

RCW 26.21A.530 Contest of registration of enforcement (1) " A party contesting the validity or enforcement of a registered support order or seeking to vacate the registration has the burden of proving one or more of the following defenses:
(b) The order was obtained by fraud; (f) Full or partial payment has been made;

Concurrent jurisdiction exists between the United States and Washington State over the general provisions of the Social Security Act at issue in this matter, and, therefore, the local agency is required by federal law to take the appropriate measures to see that my lawful objection to the local agency carrying out any provision of the act on behalf of my child is promptly executed. ***Ignoring this request will be a cause for claim in court actions, if my request to discontinue county services is not completed appropriately and complied with immediately.*** Ignoring this claim is in violation of federal law, putting all federal Title IV funding to the state and county agency in jeopardy.

It is of no concern to me that the Secretary of the United States Department of Health and Human Services, nor Washington's state agency, has promulgated a single regulation or rule for effectuating an objection raised under 1101(d) of the Act. All that matters is that Congress intuitively recognized a need to include this objection clause in the colossal 1935 social security legislation. ***The purpose of this general provision was to prevent unwanted and unnecessary government intrusion by the state. My children are being taken care of without the need for government assistance.***

No hearing is required to discontinue services: it is an administrative action. Every court must enforce my objection to the administrative action, as the administrative order supersedes the judicial order. Jurisdiction lies with the administrative agency for all Title IV matters. The county unlawfully took charge of my child under the Title IV-D program through an administrative action. Discontinuing services is also an administrative action that must end immediately. ***Since no application to terminate exists, this objection is the only remedy available.***

I affably instruct the local agency to recognize my objection and close the Title IV case file opened on behalf of my child. Please acknowledge receipt of my objection.

Because of my inability to afford an attorney, it has been virtually impossible for me to get resolution in this case. I am entitled to appropriate resolution, and equal protection under the law, as any married or unmarried parent.

Respectfully Submitted,

Name: Aaron Surina

Name: _____

Signature: [Signature]

Signature: _____

Address: PO Box 30123

Address: _____

City State Zip: Spokane, WA 99223

City State Zip: _____

Phone: 707-200-4372

Phone: _____

cc: Jay Inslee Governor of WA State ✓ Bob Ferguson, WA State Attorney General ✓
John Wiesman Department of Human Services Commissioner
George Gagnon, Assistant County Attorney for the IV-D, Spokane County Washington,
Child Support Case Worker, Sylvia, County of Spokane, ✓
~~Attorney of Record for the state of Washington at Keith G. Gagnon~~
Spokane County Commissioners: Nichole Swennumson
Richard Neal, Chair, United States House Ways and Means Committee

Submit to Clerk of the Board with accompanying paperwork (Resolutions, Agreements, etc.)

FILED

AGENDA SHEET

2020 SEP -4 A 11: 53

SUBMITTING DEPARTMENT: Superior Court CONTACT PERSON: Ashley Callahan PHONE NUMBER: 509-477-4401

TIMOTHY W. FITZGERALD
SPOKANE COUNTY CLERK

CHECK TYPE OF MEETING ITEM BELOW:

2:00 PM CONSENT AGENDA: ☒

BY LEAVE: ☐ Approved: Majority/Unanimous _____

5:00 PM LEGISLATIVE SESSION: ☐

BY LEAVE: ☐

BELOW

Clerk's Resolution No. _____

Denied: _____

Renews/Amends No. _____

Public Works No. _____

Purchasing Contract No. _____

FOR CLERK'S USE ONLY:

Resolution No. _____

Priority/Unanimous _____

No. _____

No. _____

SPECIAL SESSION: ☐

AGENDA TITLE: IN THE MATTER OF ACCEPTING A CONTRACT BETWEEN WASHINGTON STATE DEPARTMENT OF SOCIAL AND HEALTH SERVICES (DSHS) AND SPOKANE COUNTY FOR COURT COMMISSIONER SERVICES FOR THE PERIOD OF JULY 1, 2016 THROUGH JUNE 30, 2021.

BACKGROUND (Attach separate sheet(s) if necessary): The purpose of this contract is to engage the services of a Court Commissioner to ensure that all Title IV-D child support cases are processed with priority in a manner sufficient to meet all relevant program standards and time frame requirements set for in Title IV-D of the Social Security Act and related provisions of the Code of Federal Regulations including 45 CFR Part 303.

RECOMMENDATION: Approve

FISCAL IMPACT: No funding – Fee for Service

SIGNATURES:

Department Head/Elected Official or
Designated Authority (Requesting Agenda Item)

Gerry Gemmill,
Chief Executive Officer

Grants Administrator (sign-off)

Auditor's Office

Treasurer's Office

Budget Office

☐ This item will need to be codified in the Spokane County Code.

NO. _____

BEFORE THE BOARD OF COUNTY COMMISSIONERS
OF SPOKANE COUNTY, WASHINGTON

FILED

2020 SEP -4 A 11: 53

TIMOTHY W. FITZGERALD
SPOKANE COUNTY CLERK
RESOLUTION

IN THE MATTER OF ACCEPTING A CONTRACT)
BETWEEN WASHINGTON STATE DEPARTMENT)
OF SOCIAL AND HEALTH SERVICES (DSHS) AND)
SPOKANE COUNTY FOR COURT COMMISSIONER) SERVICES
FOR THE PERIOD OF JULY 1, 2016)
THROUGH JUNE 30, 2021)

WHEREAS, pursuant to the provisions of RCW 36.32.120(6), the Board of Spokane County, Washington (hereinafter sometimes referred to as the "Board" and the management of County funds and business; and

of County Commissioners of
is the care of County property

WHEREAS, Spokane County Superior Court is desirous to contract with Washington State Department of Social and Health Services (DSHS) for Court Commissioner services during the period of July 1, 2016 through June 30, 2021; and

Washington State Department
period of July 1, 2016 through

WHEREAS, the purpose of this contract is to engage the services of a Court Commissioner to ensure that all Title IV-D child support cases are processed with priority in a manner sufficient to meet all relevant program standards and time frame requirements set for in Title IV-D of the Social Security Act and related provisions of the Code of Federal Regulations including 45 CFR Part 303; and

t Commissioner to ensure that
t to meet all relevant program
Act and related provisions of

WHEREAS, the County has adopted a Grants Management Policy under Resolution No. 12-1017 (the "Policy"). Based on the Policy, Spokane County Grants Administrator recommended that the Board of County Commissioners accept the contract between the Department of Social and Health Services (DSHS) and Spokane County for Court Commissioner Services

Resolutions No. 12-1017 and
Administrator or designee has
the Department of Social and

NOW, THEREFORE, BE IT HEREBY RESOLVED by the Board of County Commissioners of Spokane County that pursuant to the provisions of the County's Grants Management Policy adopted under Resolutions No. 12-1017 and No. 13-0219, that:

ty Commissioners of Spokane
adopted under Resolutions No.

- (1) the Board does hereby accept a contract from the Department of Social and Health Services (DSHS) and Spokane County for Court Commissioner services for the period of July 1, 2016 through June 30, 2021; and
- (2) either the Chairman of the Board, majority of the Board, Chief Operating Officer, Chief Executive Officer, or the elected official of the office receiving the contract, is hereby authorized to execute, at other than an open meeting, any and all documents to implement this award as well as any subsequent amendments after review by the Grants Administrator or designee.

Health Services (DSHS) and
, 2016 through June 30, 2021;

Officer, Chief Budget Officer,
contract, is hereby authorized
implement this award as well as any
nee.

PASSED AND ADOPTED this 14th day of June, 2020.

5.

BOARD OF COUNTY COMMISSIONERS
OF SPOKANE COUNTY, WASHINGTON

SSIONERS
HINGTON

Shelly O'Quinn, Chair

ATTEST:
CLERK OF THE BOARD

Al French, Vice Chair

Ginna Vasquez

Nancy McLaughlin, Commissioner

Page 1 of 1

COUNTY PROGRAM AGREEMENT

DSHS Agreement Number

37505

		Court Commissioner's Services			
This Program Agreement is by and between the State of Washington Administration or Division Department of Social and Health Services (DSHS) and the County identified Agreement Number below, and is issued in conjunction with a County and DSHS Agreement On County Agreement Number General Terms and Conditions, which is incorporated by reference.					
DSHS ADMINISTRATION		DSHS DIVISION		DSHS INDEX NUM	
Economic Services Administration		Division of Child Support		1239	
DSHS CONTACT NAME AND TITLE			DSHS CONTACT ADDRESS		
Kimberly Curtis Contracts Program Manager			PO Box 9162 Olympia, WA Click here to enter t		
DSHS CONTACT TELEPHONE		DSHS CONTACT FAX			
(360)664-5315					
COUNTY NAME			COUNTY ADDRESS		
Spokane County			1116 W Broadway Spokane, WA 99260-0175		
COUNTY FEDERAL EMPLOYER IDENTIFICATION			COUNTY CONTACT NAME NUMBER		
			Ashley Callan		
COUNTY CONTACT TELEPHONE		COUNTY CONTACT FAX			
(509) 477-4401					
IS THE COUNTY A SUBRECIPIENT FOR PURPOSES OF THIS PROGRAM			CFDA NUMBERS AGR		
Yes					
PROGRAM AGREEMENT START DATE		PROGRAM AGREEMENT END DATE		MAXIMUM	
07/01/2016		06/30/2021		Fee For	
EXHIBITS. When the box below is marked with an X, the following Exhibits are attached and are incorporated into this					
☐ Exhibits (specify): No ☒ Exhibits.					
The terms and conditions of this Contract are an integration and representation of the understanding between the parties superseding and merging all previous agreement or otherwise, regarding the subject matter of this Contract. The parties signing below understand this Contract, and have the authority to execute this Contract. This Contract is the entire and exclusive agreement, writings, and communications, oral or written, and shall be binding on DSHS only.					
COUNTY SIGNATURE(S)			PRINTED NAME(S) AND TITLE(S)		
			The Honorable Salvatore Presiding Judge Spokane County Superior Court		
DSHS SIGNATURE			PRINTED NAME AND TITLE		
			DATE(S) SIGNED		
			F. Cozza		
			DATE SIGNED		

Special Terms and Conditions

Kimberly S. Curtis, Government Liaison
DSHS/Division of Child Support Contracts Manager

1. **Definitions Specific to Special Terms.** The words and phrases listed below, as used in this Contract, shall each have the following definitions:
 - a. "Cost Reimbursement Plan" means the DCS approved funding methodology and process by which Title IV-D reimbursement claims are calculated by the County.
 - b. "Court Commissioner" means a person appointed by the County Superior Court to carry out the judicial duties authorized by Revised Code of Washington (RCW) 4.040 and Washington Constitution Article IV, Section 23.
 - c. "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.
 - d. "DSHS" means the State of Washington's Department of Social and Health Services.
 - e. "Dedicated Docket" means a regularly scheduled court calendar devoted to the expedited processing of Title IV-D child support services cases which provide the time required for the volume of Title IV-D cases.
 - f. "Direct Costs" means costs which are incurred by and directly allocated to the County.
 - g. "Expedited Processes" are as defined in 45 CFR Chapter III, Part 3, Section 303.101.
 - h. "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.
 - i. "Federal Incentive" means the additional reimbursement of funds from the federal government to DCS based upon specific performance measures.
 - j. "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.
 - k. "Title IV-D Child Support matters or services" mean and includes: 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; the Prosecuting Attorney, the Attorney General, or an attorney contracted to act on behalf of the State of Washington. Title IV-D of the Social Security Act is codified at 42 USC Chapter 7, Subchapter IV, Part D, section 651 et seq.
2. **Purpose**

Engage the services of a Court Commissioner to ensure that all Title 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.

Special Terms and Conditions

- 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 (45 CFR 304.12).
- b. The Counties are valuable partners for maintaining compliance with required federal performance standards and achievements-based federal incentive payments. (The following areas where Court Commissioners help in meeting federal requirements include:
 - (1) Hearing and deciding Title IV-D paternity and child support matters as expeditiously as possible;
 - (2) Entering child support orders that are in accord with the Washington State Child Support Schedule and the obligor's reasonable ability to pay; and
 - (3) Establishing obligations for provisions of health insurance coverage for the dependent children.
- c. The rationale for the reimbursement of Court Commissioner time is the Title IV-D funds is the federal requirement that states provide an expedited process for adjudicating and concluding Title IV-D cases.
- d. Consideration is paid under this agreement in order to ensure that Title 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.
- e. The parties, under this Agreement, agree to coordinate activities to expedite the establishment, modification, and enforcement of orders in Title IV-D child support matters.

3. Period of Performance

The period of performance is as stated on Page 1 of this Agreement.

4. Duties of the County

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 Agreement, the County shall have the following responsibilities:

- a. To preside over child support related hearings in Superior Court and matters.
- b. To comply fully with the requirements of:
 - (1) 42 USC Chapter 7, Subchapter IV, Part D, sections 651 et seq. (Title IV-D of the Social Security Act);
 - (2) 45 CFR Chapter III, Part 302, section 302.34 (Cooperative Arrangements); Part 303, section 303.107 (Requirements for Cooperative Arrangements); Part 304 (Federal Financial Participation); and Part 305 (Program Performance Measures and Penalties);

Special Terms and Conditions

(3) 2 CFR Part 200 (Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards).

- c. To ensure that an adequate amount of time is set aside for expedited support cases initiated by the County Prosecuting Attorney, the Attorney General, or an attorney contracted to act on behalf of the State of Washington. Preferable methods for achieving this goal include dedicated dockets, or set-aside time on family law calendar exclusively for IV-D cases.
- d. If the County cannot provide a dedicated docket for Title IV-D cases, the County must develop an acceptable alternative process to ensure expedited handling of the cases.
- e. 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 requirement defined in 45 CFR Part 303.
- f. To provide DCS an annual budget of court costs and expenditures for which reimbursement is expected to be claimed under this Agreement, using a format established by DCS. The County must monitor its budget and reimbursements. If initial budget authorization is found to be insufficient for the full calendar year, the County must submit a budget amendment request prior to the submission of any reimbursement claims that will result in exceeding the approved budget.
- g. To maintain on file with DCS a current County Indirect Cost Allocation Plan. The Plan, which is the responsibility of the County, must be updated annually in accordance with federal requirements contained in 2 CFR Part 200.
- h. 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.
- i. To retain case records for five (5) years after final disposition and review, or audit by authorized DCS personnel, the Office of the State Auditor or federal auditors during the Agreement period.
- j. To submit to DCS copies of any support orders, documents or information obtained that indicates the disposition of cases.
- k. To respond to reasonable requests for information from DCS regarding the current status of cases.
- l. To respond to reasonable requests for information from DCS regarding performance under the contract.

5. Duties of the Division of Child Support

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 comply fully with the requirements of:
 - (1) 42 USC Chapter 7, Subchapter IV, Part D, sections 651 et seq. (Title IV-D of the Social Security Act);

Special Terms and Conditions

- (2) 45 CFR Chapter III, Part 302, section 302.34 (Cooperative Arrangements); Part 303, section 303.107 (Requirements for Cooperative Arrangements); Part 304 (Federal Financial Participation); and Part 305 (Program Performance Measures, Standards, Financial Incentives, and Penalties);
 - (3) 2 CFR Part 200 (Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards).
- b. To inform counties of:
- (1) Relevant federal statutes, regulations and policies;
 - (2) Provisions of the State Plan;
 - (3) State policies, standards, procedures and instructions; and
 - (4) Changes in federal and state funding, match rates, incentives, program requirements, performance measures and reimbursement methodology.
- c. To provide reasonable technical assistance and cooperation in program and fiscal areas necessary to assist counties in meeting state and federal requirements.
- d. To reimburse funds expended by the County for allowable expenses pursuant to an approved reimbursement plan:
- (1) Reimburse the allowable direct costs of the County in accordance with the 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 (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 staff of judges.
- e. To send an annual survey to the Court and the County Prosecutor's Office to monitor performance under this Agreement.

6. Billing and Payment

a. Billing

- (1) The County shall submit a monthly claim for reimbursement using a format established by DCS and the Cost Reimbursement Plan.
- (2) Monthly claims shall be submitted for reimbursement for the actual allowable expenditures incurred in execution of this Agreement and must be in sufficient detail for DCS, state, and federal auditors to verify consistency.

Special Terms and Conditions

- (3) All claims for reimbursement must be submitted to DCS within 90 days from the date of expenditure. No claim submitted more than 12 months after the date of expenditure will be reimbursed.
- (4) Any funds paid to the County which is later disallowed by state or federal auditors must be returned to DCS.
- (5) The County shall not claim reimbursement for any funds expended in execution of this Agreement 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 or project, either the current or a prior period.
- (6) The County shall not claim reimbursement for the acquisition or purchase of any real property.
- (7) The County shall not claim reimbursement of 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 and equipment, which must have prior DCS approval due to budget constraints.
- (8) The County may claim reimbursement for the depreciation expense of nonexpendable personal property purchased by the County for use in execution of this Agreement, provided that management and accountability of said property is consistent with federal regulations adopted pursuant to Title IV-D. Per CFR 45.92.32, any equipment or if partially purchased with IV-D funding must be tracked and if disposed of or moved out of the court's office, must be accorded a value at the time of disposal and if that value is over \$5,000, the asset value must be deducted from that month's reimbursement claim.
- (9) The County shall not claim reimbursement for charges levied by one county office against another where such fees are not charged uniformly to all those receiving the provided services. b. Payment
- (1) Monthly claim reimbursements shall be submitted to:
- Gail Hurlbert, DCS Fiscal Liaison
DSHS/Division of Child Support
MS 45860
P.O. Box 9162
Olympia, WA 98507-9162
- (2) The County shall contact the Fiscal Liaison, Gail Hurlbert at (360) 664-5237 or by email at hurlbg@dshs.wa.gov concerning billing questions.
- (3) Payment shall be considered timely if made by DSHS within thirty (30) days after receipt of the complete and accurate monthly cost reimbursement claim.
- (4) DSHS may, at its sole discretion, withhold payment claimed by the County for services rendered if the County fails to satisfactorily comply with any term or condition of this Agreement.

NO. _____

BEFORE THE BOARD OF COUNTY COMMISSIONERS
OF SPOKANE COUNTY, WASHINGTON

IN THE MATTER OF ACCEPTING A CONTRACT)
BETWEEN WASHINGTON STATE DEPARTMENT)
OF SOCIAL AND HEALTH SERVICES (DSHS) AND)
SPOKANE COUNTY FOR COURT COMMISSIONER)
SERVICES FOR THE PERIOD OF JULY 1, 2016)
THROUGH JUNE 30, 2021)

R E S O L U T I O N

WHEREAS, pursuant to the provisions of RCW 36.32.120(6), the Board of Spokane County, Washington (hereinafter sometimes referred to as the "Board") and the management of County funds and business; and

of County Commissioners of
the care of County property

WHEREAS, Spokane County Superior Court is desirous to contract with the Washington State Department of Social and Health Services (DSHS) for Court Commissioner services during the period of July 1, 2016 through June 30, 2021; and

Washington State Department
period of July 1, 2016 through

WHEREAS, the purpose of this contract is to engage the services of a Court Commissioner to ensure that all Title IV-D child support cases are processed with priority in a manner sufficient to meet all relevant program standards and time frame requirements set for in Title IV-D of the Social Security Act and related provisions of the Code of Federal Regulations including 45 CFR Part 303; and

Commissioner to ensure that
to meet all relevant program
Act and related provisions of

WHEREAS, the County has adopted a Grants Management Policy under Resolution No. 13-0219 (the "Policy"). Based on the Policy, Spokane County Grants Administrator recommended that the Board of County Commissioners accept the contract between the Department of Social and Health Services (DSHS) and Spokane County for Court Commissioner Services.

Resolutions No. 12-1017 and
Administrator or designee has
the Department of Social and

NOW, THEREFORE, BE IT HEREBY RESOLVED by the Board of Spokane County that pursuant to the provisions of the County's Grants Management Policy adopted under Resolutions No. 12-1017 and No. 13-0219, that:

County Commissioners of
ement Policy adopted under

- (1) the Board does hereby accept a contract from the Department of Social and Health Services (DSHS) and Spokane County for Court Commissioner services for the period of July 1, 2016 through June 30, 2021; and
- (2) either the Chairman of the Board, majority of the Board, Chief Operating Officer, Chief Executive Officer, or the elected official of the office authorized to execute, at other than an open meeting, any and all documents well as any subsequent amendments after review by the Grants Administrator or designee.

Health Services (DSHS) and
2016 through June 30, 2021;

ating Officer, Chief Budget
giving the contract, is hereby
ts to implement this award as
tor or designee.

PASSED AND ADOPTED this 14th day of June, 2016

BOARD OF COUNTY COMMISSIONERS
OF SPOKANE COUNTY, WASHINGTON

SIONERS
HINGTON

Shelly O'Quinn, Chair

ATTEST:
CLERK OF THE BOARD

Al French, Vice Chair

Ginna Vasquez

Nancy McLaughlin, Commissioner

or

FILED

		COUNTY PROGRAM AGREEMENT Court Commissioner's Services		2020 SEP 11 AM 11:53 TIMOTHY R. FERGALD SPOKANE COUNTY CLERK
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.				DSHS Agreement Number 1663-07505
DSHS ADMINISTRATION Economic Services Administration		DSHS DIVISION Division of Child Support		Administration or Division Agreement Number County Agreement Number
		DSHS INDEX NUMB 1239		DSHS CONTRACT CODE 3051CS-63
DSHS CONTACT NAME AND TITLE Kimberly Curtis Contracts Program Manager		DSHS CONTACT ADDRESS PO Box 9162 Olympia, WA Click here to enter te		
DSHS CONTACT TELEPHONE (360)664-5315		DSHS CONTACT FAX		CONTACT E-MAIL s@dshts.wa.gov
COUNTY NAME Spokane County		COUNTY ADDRESS 1116 W Broadway Spokane, WA 99260-0175		
COUNTY FEDERAL EMPLOYER IDENTIFICATION NUMBER		COUNTY CONTACT NAME Ashley Callan		
COUNTY CONTACT TELEPHONE (509) 477-4401		COUNTY CONTACT FAX		COUNTY CONTACT E-MAIL in@spokanecounty.org
IS THE COUNTY A SUBRECIPIENT FOR PURPOSES OF THIS PROGRAM AGREEMENT? Yes				CFDA NUM 93.563
PROGRAM AGREEMENT START DATE 07/01/2016		PROGRAM AGREEMENT END DATE 06/30/2021		PROGRAM AGREEMENT AMOUNT Fee For : and are incorporated into this
EXHIBITS. When the box below is marked with an X, the following Exhibits are attached County Program Agreement by reference: ☐ Exhibits (specify): ☒ No Exhibits.				
The terms and conditions of this Contract are an integration and representation of the understanding between the parties superseding and merging all previous agreements or otherwise, regarding the subject matter of this Contract. The parties signing below understand this Contract, and have the authority to execute this Contract. This Contract upon signature by DSHS.				
COUNTY SIGNATURE(S)		PRINTED NAME(S) AND TITLE(S) The Honorable Salvatore F. Cozza Presiding Judge Spokane County Superior Court		
DSHS SIGNATURE		PRINTED NAME AND TITLE Kimberly S. Curtis, Government Liaison Manager DSHS/Division of Child Support		
		DATE(S) SIGNED		
		DATE SIGNED		

Special Terms and Conditions

1. **Definitions Specific to Special Terms.** The words and phrases listed below, as used in this Contract, shall each have the following definitions:
 - a. "Cost Reimbursement Plan" means the DCS approved funding methodology and process by which Title IV-D reimbursement claims are calculated by the County.
 - b. "Court Commissioner" means a person appointed by the County Superior Court to carry out the judicial duties authorized by Revised Code of Washington (RCW) 4.040 and Washington Constitution Article IV, Section 23.
 - c. "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.
 - d. "DSHS" means the State of Washington's Department of Social and Health Services.
 - e. "Dedicated Docket" means a regularly scheduled court calendar dedicated to the expedited processing of Title IV-D child support services cases which provide the time required for the volume of Title IV-D cases.
 - f. "Direct Costs" means costs which are incurred by and directly allocated to the County.
 - g. "Expedited Processes" are as defined in 45 CFR Chapter III, Part 303, Section 303.101.
 - h. "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.
 - i. "Federal Incentive" means the additional reimbursement of funds from the federal government to DCS based upon specific performance measures.
 - j. "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.
 - k. "Title IV-D Child Support matters or services" mean and includes: the establishment and modification of child support orders; the enforcement of judicially or administratively ordered child support or medical support obligation cases initiated by the County; the Prosecuting Attorney, the Attorney General, or an attorney contracted to act on behalf of the State of Washington. Title IV-D of the Social Security Act is codified at 45 USC Chapter 7, Subchapter IV, Part D, section 651 et seq.
2. **Purpose**

Engage the services of a Court Commissioner to ensure that all Title IV 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.

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

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- b. The Counties are valuable partners for maintaining compliance with required federal performance standards and achievements-based federal incentive payments. Court areas where Court Commissioners help in meeting federal requirements include:
 - (1) Hearing and deciding Title IV-D paternity and child support matters as expeditiously as possible;
 - (2) Entering child support orders that are in accord with the Washington State Child Support Schedule and the obligor's reasonable ability to pay; and
 - (3) Establishing obligations for provisions 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 adjudication and concluding Title IV-D cases.
- d. Consideration is paid under this agreement in order to ensure that Title 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.
- e. The parties, under this Agreement, agree to coordinate activities to expedite the establishment, modification, and enforcement of orders in Title IV-D child support matters.

3. **Period of Performance**

The period of performance is as stated on Page 1 of this Agreement.

4. **Duties of the County**

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 Agreement the County shall have the following responsibilities:

- a. To preside over child support related hearings in Superior Court actions.
- b. To comply fully with the requirements of:
 - (1) 42 USC Chapter 7, Subchapter IV, Part D, sections 651 et seq. (Title IV-D of the Social Security Act);
 - (2) 45 CFR Chapter III, Part 302, section 302.34 (Cooperative Arrangements); Part 303, section 303.107 (Requirements for Cooperative Arrangements); Part 304 (Federal Financial Participation); and Part 305 (Program Performance Measures, Standards, Financial Incentives, and Penalties);
 - (3) 2 CFR Part 200 (Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards).
- c. 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. Preferable methods for achieving this goal include dedicated dockets, or set-aside time on family law calendars exclusively for IV-D cases.

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- d. If the County cannot provide a dedicated docket for Title IV-D cases, the County must develop an acceptable alternative process to ensure expedited handling of the cases.
- e. 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 the frame requirement defined in 45 CFR Part 303.
- f. To provide DCS an annual budget of court costs and expenditures for which reimbursement is expected to be claimed under this Agreement, using a format established by DCS. The County must monitor its budget and reimbursements. If initial budget authorization is found to be insufficient for the full calendar year, the County must submit a budget amendment request prior to the submission of any reimbursement claims that will result in exceeding the approved budget.
- g. To maintain on file with DCS a current County Indirect Cost Allocation Plan. The Plan, which is the responsibility of the County, must be updated annually in accordance with federal requirements contained in 2 CFR Part 200.
- h. 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.
- i. To retain case records for five (5) years after final disposition and review, or audit by authorized DCS personnel, the Office of the State Auditor or federal auditors during the Agreement period.
- j. To submit to DCS copies of any support orders, documents or information obtained that indicates the disposition of cases.
- k. To respond to reasonable requests for information from DCS regarding the current status of cases.
- l. To respond to reasonable requests for information from DCS regarding performance under the contract.

5. Duties of the Division of Child Support

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 comply fully with the requirements of:
 - (1) 42 USC Chapter 7, Subchapter IV, Part D, sections 651 et seq (Title IV-D of the Social Security Act);
 - (2) 45 CFR Chapter III, Part 302, section 302.34 (Cooperative Arrangements); Part 303, section 303.107 (Requirements for Cooperative Arrangements); Part 304 (Federal Financial Participation); and Part 305 (Program Performance Measures, Standards, Financial Incentives, and Penalties);
 - (3) 2 CFR Part 200 (Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards).
- b. To inform counties of:
 - (1) Relevant federal statutes, regulations and policies;

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- (2) Provisions of the State Plan;
- (3) State policies, standards, procedures and instructions; and
- (4) Changes in federal and state funding, match rates, incentives, program requirements, performance measures and reimbursement methodology.
- c. To provide reasonable technical assistance and cooperation in program and fiscal areas necessary to assist counties in meeting state and federal requirements.
- d. 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 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 final 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 staff of judges.
- e. To send an annual survey to the Court and the County Prosecuting Attorney's Office to monitor performance under this Agreement.

6. **Billing and Payment**a. **Billing**

- (1) The County shall submit a monthly claim for reimbursement using the format established by DCS and the Cost Reimbursement Plan.
- (2) Monthly claims shall be submitted for reimbursement for the actual allowable expenditures incurred in execution of this Agreement and must be in sufficient detail for DCS, state, and federal auditors to verify consistency.
- (3) All claims for reimbursement must be submitted to DCS within 90 days from the date of expenditure. No claim submitted more than 12 months after the date of expenditure will be reimbursed.
- (4) Any funds paid to the County which is later disallowed by state or federal auditors must be returned to DCS.
- (5) The County shall not claim reimbursement for any funds expended in execution of this Agreement 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 the current or a prior period.