COUNTY OF NAVAJO

RESOLUTION NO._____

A RESOLUTION OF THE BOARD OF SUPERVISORS OF NAVAJO COUNTY, ARIZONA, TO ENTER INTO AN AGREEMENT WITH THE ARIZONA DEPARTMENT OF ECONOMIC SECURITY CONCERNING THE ENFORCEMENT OF CHILD SUPPORT IN CONFORMITY WITH TITLE IV-D OF THE SOCIAL SECURITY ACT OF THE UNITED STATES.

WHEREAS, the County of Navajo has a duty under Arizona law to enforce the payment of child support by and for any persons present within the County; and

WHEREAS, the Arizona Department of Economic Security is authorized under Title IV-D of the Social Security Act of the United States to reimburse the County of Navajo for a portion of its expenses incurred in the course of the aforesaid enforcement activities; and

WHEREAS, the County of Navajo is required under the aforesaid federal law to enter into a binding agreement with the Arizona Department of Economic Security as a condition precedent to receiving the aforesaid reimbursements;

THEREFORE, BE IT RESOLVED by the Board of Supervisors of the County of Navajo as follows:

That the Board of Supervisors of Navajo County, Arizona does hereby enter into the attached AGREEMENT, entitled PLAN OF COOPERATION, with the Arizona Department of Economic Security and does hereby agree to be bound by all of its terms and conditions.

ADOPTED by the unanimous vote of the Board of Supervisors of Navajo, Arizona, on this 21st day of March, 1978.

Johnny L. Butler
Chairman

ATTEST:

Ilen D. Young
Clerk of the Board

PLAN OF COOPERATION

THIS AGREEMENT is entered into between the ARIZONA DEPARTMENT OF ECONOMIC SECURITY, a State Agency, hereinafter referred to as DES-IV-D AGENCY, and NAVAJO COUNTY, hereinafter referred to as the CONTRACTOR.

WHEREAS, DES has authority under Federal and State Law to contract for determination of paternity, child support enforcement, and child support collection services under the terms and conditions of Title IV-D of the Social Security Act, as amended, and Chapter III, Title 45, Code of Federal Regulations, and

WHEREAS, the CONTRACTOR has duly resolved to enter into a plan of cooperation with DES and has the authority under Statutes of the State of Arizona, Sections 11-532, et seq.; 12-841 et seq.; 12-1651 et seq.; 13-801 et seq.; and other related statutes and the expertise to provide said child support enforcement services and is desirous of contracting to provide said services,

NOW, THEREFORE, DES and the CONTRACTOR do agree as follows:

I. CONTRACTOR AGREES TO:

Provide determination of paternity, and child support enforcement and collection services for clients by initiating action within sixty (60) days following referral by DES-IV-D AGENCY in accordance with the "State Plan for Child Support Collection and Establishment of Paternity under Title IV-D of the Social Security Act", the DES "Child Support Enforcement Manual", and applicable Arizona and Federal law, specifically:

1. Maintain proper and adequate case records, including but not limited to:

(a) Referral documents received from DES Child Support Enforcement Section (Arizona State IV-D Agency);

(b) A record of any contacts with any Aid to

Families with Dependent Children (AFDC) applicant or recipient who is required to cooperate, the date and reason therefor, and the results of such contacts;

(c) A record of any contacts with an individual who does not apply for or receive AFDC but who has applied for child support enforcement service, the date and reason therefor, and the results of such contacts;

(d) A record of any contacts with the absent parent, the date and reason therefor, and the results of such contacts;

(e) A record of efforts to utilize State or local locate resources and the dates and results of such efforts;

(f) A record identifying the court order, or if there is no court order, the calculation of the amount of the obligation prescribed in the State Plan and the CSE Manual;

(g) A record of any actions taken to establish support obligations, establish paternity, or enforce support obligations;

(h) A record of communications to and from the DES-IV-D AGENCY;

(i) Amount and sources of child support collections and the distribution of such collections;

(j) Any other administrative costs.

2. Enter notation in the case record of case closure, the date thereof, and the reason for closure.

3. Establish paternity, when necessary to establish support obligations, through appropriate State statutes and legal processes or by acknowledgment. If CONTRACTOR determines that a prosecutable criminal action or an adoption is pending or if it appears that it would not be in the best interest of the child to establish paternity, CONTRACTOR may consult with DES-IV-D AGENCY staff. It remains within the sole discretion of the CONTRACTOR

to determine if the facts support filing legal action and to determine if any other action shall be taken under the existing circumstances of a particular case.

4. Establish paternity under Sections 12-1651 through 12-1691 A.R.S., as amended, and as described in Paragraph 3 above, in cases originating in other States and referred to the CONTRACTOR by the DES-IV-D AGENCY, as provided in paragraph 3 above.

5. Determine the amount of, enforce, and collect child support payments as specified in the order of a court of competent jurisdiction. Such attempts to establish, enforce, and collect child support payments may include the implementation of the following procedures as CONTRACTOR deems applicable and necessary:

(a) Contempt proceedings;

(b) Garnishment or related proceedings under Section 459 of Public Law 93-647, if the individual can be brought under the jurisdiction of the State courts and for child and spousal support as well as for arrearages;

(c) Proceedings to attach real or personal property;

(d) Applications to utilize the courts of the United States to effect enforcement of an order for support;

(e) Applications for collection of the delinquent child support obligation by the Secretary of the Treasury;

(f) Execution of an agreement with the non-custodial parent for the entry of a reasonable judgment for periodic support payments and,

(g) All other appropriate relief measures available.

6. Collect child support payments under all applicable State and local processes, including the Uniform Reciprocal Enforcement of Support Act.

7. Remit all accrued child support payment collections for the previous month to the DES Welfare Accounting Section not

later than the 10th day of the current month with a report of amounts collected, identified by obligor's name, beneficiary's name, and case number. The report shall be identified by CONTRACTOR'S numerical code as excerpted from the Federal Information Processing Standards (FIPS) Publication of the National Bureau of Standards and listed in the DES CSE Manual.

8. To enforce child support obligations with respect to a family which ceases to receive public assistance, according to the following schedule:

(a) At the request of the custodial parent, the County Attorney shall continue to enforce the support obligation for a period not to exceed three (3) months from the month following the month in which such family ceased to receive assistance and pay all amounts so collected to the family, and

(b) At the end of such three (3) month period to continue to enforce such support payments if, after written notice is sent to the individual, the County Attorney is specifically requested to do so by the individual on whose behalf the enforcement efforts will be made; otherwise, to cease such enforcement at the expiration of the three (3) month term;

(c) To give priority with respect to all efforts made as above on behalf of a family which has ceased to receive public assistance to the collection of current support over collection for arrearages or monies due for reimbursement to the State.

9. To maintain an effective system in all cases, regardless of the welfare or non-welfare status of the applicant or the beneficiary, in which the obligation to support and the amount of the obligation has been established, for identifying those cases in which there is a failure to comply with the support obligation. Upon being advised of such delinquency by the Department of Economic Security or otherwise, to contact such delinquent

individuals and to take such other action as may be deemed appropriate in order to enforce the obligation and obtain current support and any arrearages, such action to be taken within thirty (3) days of receiving knowledge of delinquency. Such attempts to collect support shall include the implementation of the following procedures as CONTRACTOR deems applicable and necessary:

(a) Contempt proceedings;

(b) Garnishment or related proceedings under Section 459 of Public Law 93-647, if the individual can be brought under the jurisdiction of the State courts and for child and spousal support as well as for arrearages;

(c) Proceedings to attach real <u>or</u> personal property;

(d) Applications to utilize the courts of the United States to effect enforcement of an order for Support;

(e) Applications for collection of the delinquent child support obligation by the Secretary of the Treasury;

(f) Execution of an agreement with the non-custodial parent for the entry of a reasonable judgment for periodic support payments and,

(g) All other appropriate relief measures available.

10. To maintain records necessary for the proper and efficient operation of the State plan, including records regarding:

(a) Applications for support or paternity services in non-welfare cases;

(b) Activities to locate parents, establish paternity and obtain or enforce child support obligations for all welfare and non-welfare applicants and the estimated costs incurred therein;

(c) All administrative costs, specific budgeting

and cost allocation systems;

(d) All other information required by the State and Federal child support offices and which may be necessary for the determination and re-determination of eligibility and the continuing administration of the program;

(e) To make these records and files available for review or audit by authorized Federal or State officials.

11. To report to DES as necessary.

12. To investigate or refer to the Department of Economic Security cases of suspected welfare fraud related to support or paternity, and to consult with the DES in regard to prosecution of welfare fraud.

13. Safeguard from disclosure information which concerns applicants for or recipients of child support enforcement services including any information developed by investigation, prosecution, or criminal or civil proceeding conducted in connection with the administration of this program, and assure that such information will not be disclosed to any committee or legislative body (Federal, State or local) by name or address of any applicant or recipient, except that such information may be made available to State and County officials as required in the performance of their official duties directly related to the Child Support Enforcement Program.

14. Support DES in its cooperation with other State IV-D Agencies.

II. DES AGREES TO:

Provide copies of the "State Plan for Child Support Collection and Establishment of Paternity under Title IV-D of the Social Security Act", the DES "Child Support Enforcement Manual"; and amendments as published, and to:

1. Inform CONTRACTOR of all State child support enforce-

ment policies, standards, procedures, and instructions.

2. Take assignments of support rights from AFDC applicants and recipients in favor of the State of Arizona, and determine the amount of child support payments as specified in the Order of a Court of competent jurisdiction, or, if there is no Court order, determine the amount in writing by calculation in accordance with the obligation formula set forth in the State Plan and CSE Manual.

3. Develop, establish, maintain, and publish the formula to determine the amount of child support obligation when there is no Court order to cover the obligation.

4. Maintain a State Parent Locator Service which will attempt to locate absent parents within sixty (60) days of referral through all sources of information and records available in the State, and in other States, and to promptly inform CONTRACTOR of the results of such attempt.

5. Assist other States, using CONTRACTOR services as necessary, to locate absent parents within the State of Arizona, establish paternity, and secure child support.

6. As necessary, submit requests to the Federal Parent Locator Service, and collect or pay the fee required by Section 453 (e) (2) of the Social Security Act, as amended.

7. Receive, prorate, distribute, identify, and apply child support payments pursuant to Chapter III, Title 45, Code of Federal Regulations.

8. Pay to the CONTRACTOR an incentive payment to equal fifteen percent (15%) of any amount collected (and required to be retained by the State to reduce or repay assistance payments), provided that CONTRACTOR performs both enforcement and collection activities. Such incentive payments may be prorated in compliance with Chapter III, Title 45, Code of Federal Regulations.

9. Pay to the CONTRACTOR seventy-five percent (75%) of administrative costs directly attributable to child support enforcement activity as required by Title IV-D of the Social Security Act, as amended; such payments will be made in accordance with Chapter III, Title 45, Code of Federal Regulations.

10. Maintain an accounting system and supporting fiscal records adequate to assure that claims for Federal funds are in accord with applicable Federal requirements.

11. As necessary, request the Secretary, Department of Health, Education and Welfare, to certify the amount of any child support obligation assigned to the State of Arizona to the Secretary of the Treasury or his delegate for collection.

12. As necessary, apply to the Secretary, Department of Health, Education and Welfare for permission to utilize a United States District Court to enforce a child support order of a Court of competent jurisdiction against an absent parent who is present in another State.

13. In any case which involves forcible rape, incest, or in which legal proceedings for adoption are pending, or, if in the opinion of the DES Child Support Enforcement Section, it would not be in the best interest of the child to establish paternity, consult with the CONTRACTOR as necessary.

14. Terminate assignment of support rights to the State when the family ceases to receive AFDC assistance, and notify CONTRACTOR of said termination.

15. Determine continued AFDC eligibility for those families which receive child support payments from DES, the child support enforcement collection status of the family, and notify both the family and the CONTRACTOR.

16. Safeguard from disclosure that information which concerns applicants for or recipients of child support enforcement services including any information developed by investigation

prosecution, or criminal or civil proceedings conducted in connection with the administration of the Program, and assure that such information will not be disclosed to any committee or legislative body (Federal, State or local) by name or address of any applicant or recipient, except that such information may be made available to State and County officials as required in the performance of their official duties directly related to the Child Support Enforcement Program.

17. Identify laboratories within the State which perform legally and medically acceptable tests, including blood tests, which tend to identify the father or exclude the alleged father from paternity, and provide a current list of such laboratories to the CONTRACTOR.

18. Evaluate the quality, efficiency, effectiveness, and scope of services provided under the Child Support Enforcement Program through regular visits by regularly assigned Child Support Enforcement Section staff and through reports, controls, and other necessary methods.

III. IT IS MUTUALLY AGREED THAT:

1. The CONTRACTOR maintains the sole right to determine if an action shall be filed by the CONTRACTOR'S office and to determine if any other action shall be taken in a particular case.

2. This AGREEMENT may be terminated without cause by either party by giving thirty (30) days advance written notice to the other party.

3. This AGREEMENT is subject to Title VI of the Civil Rights Act of 1963 and the regulations thereunder (29 CFR Part 31) and that any service, assistance, financial aid, or other benefit provided hereunder shall be provided without discrimination because of race, color, sex, religion, or national origin.

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4. The CONTRACTOR agrees to comply with the State of Arizona Executive Order No. 75-5, "PROHIBITION OF DISCRIMINATION IN STATE CONTRACTS-NONDISCRIMINATION IN EMPLOYMENT BY GOVERNMENT CONTRACTORS AND SUBCONTRACTORS", a copy of which is attached hereto and made a part of this AGREEMENT. Notice to employees and applicants setting forth the provisions of this nondiscrimination clause, as required by Paragraph A of said Executive Order, are attached hereto for posting by the CONTRACTOR.

5. This AGREEMENT shall be filed with the Secretary of State.

6. This AGREEMENT shall commence on January 1, 1978 and shall remain in full force and effect until terminated by one or both of the parties.

7. Notwithstanding any provision of this AGREEMENT to the contrary, CONTRACTOR shall not be required to expend more time than it can reasonably allot, as determined solely by CONTRACTOR, to the performance of this AGREEMENT, so that other duties and responsibilities can be adequately and properly performed.

IN WITNESS WHEREOF, the parties hereto agree to carry out the terms of this AGREEMENT.

FOR AND ON BEHALF OF THE ARIZONA STATE DEPARTMENT OF ECONOMIC SECURITY	CONTRACTOR
BY:_____	BY: Johny L. Butler
Position_____	Position_____
Date_____	Date_____

This Contract is determined by the Attorney General to be in proper form and within the powers and authority granted to the contracting parties in accordance with A.R.S. §11-952(D), this day of , 19 .

Attorney General

BY:_____
Assistant Attorney General

This Contract which is an agreement between public agencies has been reviewed pursuant to A.R.S. §11-952 by the undersigned County Attorney who has determined that it is in the proper form and is within the powers and authority granted under the laws of the State of Arizona.

DATED this_____day of_____, 1978.

_____
Jay V. Flake

EXECUTIVE ORDER

No. 75-5

PROHIBITION OF DISCRIMINATION IN STATE CONTRACTS - NONDISCRIMINATION IN EMPLOYMENT BY GOVERNMENT CONTRACTORS AND SUBCONTRACTORS

I, Raul H. Castro, under and by virtue of the authority vested in me as Governor of the State of Arizona by the Constitution and Statutes of the State of Arizona do order and direct:

PART I - Non-discrimination in employment by government contractors and subcontractors.

All government contracting agencies shall include in every government contract hereinafter entered into the following provisions:

During the performance of this contract, the contractor agrees as follows:

A. The contractor will not discriminate against any employee or applicant for employment because of race, age, color, religion, sex or national origin. The contractor will take affirmative action to insure that applicants are employed and that employees are treated during employment without regard to their race, age, color, religion, sex or national origin. Such action shall include but not be limited to the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, lay-off or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places available to employees and applicants for employment notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.

B. The contractor will in all solicitations or advertisement for employees placed by or on behalf of the contractor state that all qualified applicants will receive consideration for employment without regard to race, age, color, religion, sex or national origin.

C. The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding a notice to be provided by the agency contracting officer advising the labor union or workers' representative of the contractor's commitments under this Executive Order and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

D. The contractor will furnish all information and reports required by the contracting agency and will permit access to his books, records and accounts by the contracting agency and the Civil Rights Division for purposes of investigation to ascertain compliance with such rules, regulations and orders.

E. In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of such rules, regulations or orders of the Arizona Civil Rights Division said noncompliance will be considered a material breach of the contract and this contract may be cancelled, terminated or suspended in whole or in part, and the contractor may be declared ineligible for further government contracts until said contractor has been found to be in compliance with the provisions of this order and the rules and regulations of the Arizona Civil Rights Division, and such sanctions may be imposed and remedies invoked as provided in Part II of this order, and the rules and regulations of the Arizona Civil Rights Division.

F. The contractor will include the provisions of paragraphs A through E in every subcontractor purchase order so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect in the subcontract or purchase order as the contracting agency may direct as a means of enforcing such provisions, including sanctions for noncompliance; provided, however, that in the event the contractor becomes involved in or is threatened with litigation with a subcontractor or vendor as a result of such direction by the contracting agency, the contractor may request the State of Arizona to enter into such litigation to protect the interests of the State of Arizona.

G. Each contractor having a contract containing the provisions prescribed in this section shall file and shall cause each of his subcontractors to file compliance reports with the contracting agency or the Civil Rights Division, as may be directed. Compliance reports shall be filed within such times and shall contain such information as the practices, policies, programs and employment policies, programs and employment statistics of the contractor and each subcontractor and shall be in such form as the Arizona Civil Rights Division may prescribe.

H. Bidders or prospective contractors or subcontractors shall be required to state whether they have participated in any previous contract subject to the provisions of this order or any preceding similar Executive Order and in that event to submit on behalf of themselves and the proposed subcontractors compliance reports prior to, or as an initial part of negotiation of a contract.

I. Whenever the contractor or subcontractor has a collective bargaining agreement or other contract or understanding with a labor union or an agency referring workers or providing or supervising apprenticeship or training for such workers, the compliance report shall include such information from such labor unions or agency practices and policies affecting compliance as the contracting agency or Civil Rights Division may prescribe; provided that, to the extent such information is within the exclusive possession of a labor union or an agency referring workers or providing or supervising apprenticeship or training and such labor union or agency shall refuse to furnish such information to the contractor, the contractor shall so certify the contracting agency as part of its compliance report and shall set forth what efforts he has made to obtain such information.

J. The contracting agency or the Civil Rights Division shall require that the bidder or prospective contractor or subcontractor shall submit as part of his compliance report a statement in writing signed by an authorized officer or agent on behalf of any labor union or any agency referring workers or providing or supervising apprenticeship or other training with which the bidder or prospective contractor deals with supporting information to the effect that the signer's practices and policies do not discriminate on the grounds of race, color, religion, sex or national origin, and that the signer either will affirmatively cooperate in the implementation of the policy and provisions of this order or that it consents and agrees that recruitment employment and the terms and conditions of employment under the proposed contract shall be in accordance with the purpose and provisions of this order. In the event that the union or the agency shall refuse to execute such a statement, the compliance shall so certify and set forth what efforts have been made to secure such a statement and such additional factual material as the contracting agency or the Civil Rights Division may require.

PART II - Enforcement

A. Each contracting agency shall be primarily responsible for obtaining compliance with this Executive Order with respect to contracts entered into by such agency or its contractors. All contracting agencies shall comply with the rules of the Civil Rights Division in discharging their primary responsibility for securing compliance with the provisions of contracts and otherwise with the terms of this order and the rules and regulations and orders of the Civil Rights Division issued pursuant to this order. They are directed to cooperate with the Civil Rights Division and to furnish the Division such information and assistance as it may require in the performance of the Division's functions under this order. They are further directed to appoint or designate from among the agency personnel compliance officers. It shall be the duty of such officers to first seek compliance with the objective of this order by conference, conciliation, mediation or persuasion.

B. The Civil Rights Division may investigate the employment practices of any government contractor or subcontractor or initiate such investigation by the appropriate contracting agency or determine whether or not the contractual provisions specified in this order have been violated. Such investigations shall be conducted in accordance with the procedures established by the Civil Rights Division and the investigating agencies shall report to the Civil Rights Division any action taken or recommended. The Civil Rights Division may receive and investigate or cause to be investigated complaints by employees or prospective employees of a government contractor or subcontractor which allege discrimination contrary to the contractual provisions specified in Part I of this order. If the investigation is conducted for the Civil Rights Division by a contracting agency, that agency shall report to the Civil Rights Division what action has been taken or is recommended with regard to such complaint.

C. The Civil Rights Division shall use its best efforts directly and through contracting agencies, other interested state and local agencies, contractors and all other available instrumentalities to cause any labor union engaged in work under government contracts or any agency referring workers or providing or supervising apprenticeship or training for or in the course of such work to cooperate in the implementation of the purposes of this order.

D. The Civil Rights Division or any agency, officer or employee in the executive branch of the government designated by rule, regulation or order of the Civil Rights Division may hold such hearings, public or private as the Division may deem advisable for compliance, enforcement or educational purposes. The Civil Rights Division may hold or cause to be held hearings in accordance with rules and regulations issued by the Civil Rights Division prior to imposing, ordering or recommending the imposition of penalties and sanctions under this order.

E. No order for debarment of any contractor from further government contracts under this order shall be made without affording the contractor an opportunity for a hearing.

F. Sanctions and Penalties. In accordance with such rules, regulations or orders as the Civil Rights Division may issue or adopt, the Civil Rights Division or the appropriate contracting agency may publish or cause to be published the names of contractors or unions which it has concluded have complied or have failed to comply with the provisions of this order and with the rules, regulations and orders of the Civil Rights Division.

1. Contracts may be cancelled in whole or in part, terminated, or suspended absolutely, or continuation of contracts may be conditioned upon a program for future compliance approved by the contracting agency or the Civil Rights Division; provided that any contracting agency shall refrain from entering into further contracts, extensions or other modifications of existing contracts with any noncomplying contractor until such contractor has established and will carry out personnel and employment policies in compliance with the provisions of this order.

2. Under rules and regulations prescribed by the Civil Rights Division, each contracting agency shall make reasonable efforts within a reasonable time limitation to secure compliance with the contract provisions of this order by methods of conference, conciliation, mediation and persuasion before proceedings shall be instituted under this order or before a contract shall be cancelled or terminated in whole or in part under this order for failure of a contractor or subcontractor to comply with the contract provisions of this order.

G. This Executive Order shall become effective within sixty (60) days of its issuance.

IN WITNESS WHEREOF, I have hereunto set my hand and caused to be affixed the Great Seal of the State of Arizona.

DONE at the Capitol in Phoenix this twenty-eighth day of April in the year of Our Lord, One Thousand Nine Hundred and Seventy-five, and of the Independence of the United States the One Hundred and Ninety-ninth.

GOVERNOR

ATTEST:

Secretary of State