

AGENDA ITEM # 30

July 22, 1997

*

Consider approving Court Cost Agreement between the Office of the Attorney General and Williamson County pertaining to child support.

Moved: Commissioner Mehevec

Seconded: Commissioner Boatright

Motion: To approve Court Cost Agreement between the Office of the Attorney General and Williamson County pertaining to child support.

Vote: Motion carried 3 - 0 With Commissioner Heiligenstein absent from dais

< Clerk copy here >

712
OAG
Dais

COOPERATIVE AGREEMENT FOR TITLE IV-D PROGRAM
BETWEEN
THE OFFICE OF THE ATTORNEY GENERAL
OF THE STATE OF TEXAS
AND
WILLIAMSON COUNTY, TEXAS

I. INTRODUCTION

The Office of the Attorney General (OAG) and the County of Williamson (County) hereby enter into an agreement to reimburse County for services provided to the Title IV, Part D of the federal Social Security Act (Title IV-D) child support enforcement program. Said services provided by the County are enumerated in Title 5: (The Parent-Child Relationship and the Suit Affecting the Parent-Child Relationship), Texas Family Code as codified by the 74th Texas Legislature.

2. SPECIFICATIONS

2.1 Agreement Period

This Agreement shall commence on September 1, 1997, and shall terminate on August 31, 1999, unless terminated earlier by provisions of this Agreement.

2.2 Written Notice Delivery

Any notice required or permitted to be given under this Agreement by one party to the other party shall be in writing and shall be given and deemed to have been given immediately if delivered in person to the recipient's address set forth in this section or on the date of certified receipt if placed in the United States mail postage prepaid by registered or certified mail with return receipt requested, addressed to the receiving party at the address hereinafter specified.

2.2.1 County

The address of the County for all purposes under this Agreement and for all notices hereunder shall be:

The Honorable John C. Doerfler (or his successor in office)
County Judge, Williamson County
Courthouse, 701 S. Austin Ave.
Georgetown, TX 78626

2.2.2 OAG

The address of the OAG for all purposes under this Agreement and for all notices hereunder shall be:

David Vela (or his successor in office)
IV-D Director, Child Support Division
Office of the Attorney General
P.O. Box 12017
Austin, Texas 78711-2017

With copies to:

Joseph C. Fiore (or his successor in office)
Section Chief, Contracts Section
Office of the Attorney General
P.O. Box 12017
Austin, Texas 78711-2017

2.3 Liaison

County and OAG each agree to maintain specifically identified liaison personnel for their mutual benefit during the term of the agreement. The liaison(s) named by County shall serve as the initial point(s) of contact for any inquiries made pursuant to this agreement by OAG and respond to any such inquiries by OAG. The liaison(s) named by OAG shall serve as the initial point(s) of contact for any inquiries made pursuant to this agreement by County and respond to any such inquiries by County. The liaison(s) shall be named in writing at the time of the execution of this agreement. Subsequent changes in liaison personnel shall be communicated by the respective parties in writing.

2.4 County Responsibilities

2.4.1 County shall perform duties as provided by state law regarding the filing, issuance and service of process in actions filed in conjunction with a statewide program of child support enforcement pursuant to Title IV-D.

2.4.2 County shall provide services as may be necessary to fulfill its obligations pursuant to Subsection 2.4.1 of this section including, but not limited to, the following enumerated services:

2.4.2.1 Filing and processing actions in suits affecting the parent-child relationship under Title 5, Texas Family Code as

codified by the 74th Texas Legislature, including a suit to establish paternity or support, a motion to enforce or modify a decree, a notice of child support delinquency, and in a suit under Chapter 159 of the Texas Family Code as codified by the 74th Texas Legislature;

- 2.4.2.2 The issuance and service of process, including service of process in actions pursuant to Chapter 232 of the Texas Family Code as codified by the 74th Texas Legislature;
- 2.4.2.3 The issuance and delivery of writs, orders, and subpoenas as specified in Section 231.202 of the Texas Family Code as codified by the 74th Texas Legislature;
- 2.4.2.4 The filing and processing transfer cases under Sections 110.005 and 110.002 of the Texas Family Code as codified by the 74th Texas Legislature; and
- 2.4.2.5 The issuance and delivery of orders and writs of income withholding as provided by Chapter 158 of the Texas Family Code as codified by the 74th Texas Legislature.

2.4.3 Credits

In instances when the county recovers direct payments from child support obligors ("credits") for services rendered in Title IV-D child support cases and for which the County has received payment, then County shall credit such amounts to the OAG on the "IV-D Child Support Court Cost Processing Form" for the month when the recovery from the obligor was received. All such credits shall be described and documented as reasonably required by the OAG. The County shall subtract the credits from the total monthly charges for services prior to multiplying the charges by the applicable reimbursement rate as described in Section 2.5.

- 2.4.3.1 If the County's recovery of credits exceeds the total monthly charges for services for which the OAG will be liable, the OAG may offset the amount of the excess credits against future claims submitted by County within the same fiscal year. The term "fiscal year" refers to the State fiscal year, which begins on September 1st and ends on August 31st of each year.
- 2.4.3.2 County will credit sums recovered from obligors only for those charges for which the OAG is liable.

2.4.3.3 County will follow generally accepted accounting principles.

2.4.4 County shall refund to the OAG within thirty (30) days any sum of money that has been paid to the County, that the OAG determines to be an overpayment to County. The overpayment could result from a disallowance or failure of the OAG to receive federal funding or audit exceptions stemming from audits performed by the OAG or Department of Health and Human Services. OAG shall give the County timely notice of such exceptions. The OAG may also, at its option, deduct the amount of the excess payment from the amounts payable by the OAG for services performed pursuant to Chapter 231, Texas Family Code as codified by the 74th Legislature and billed to the OAG by County.

2.4.5 County shall insure that every person who, as a part of their employment, receives, disburses, handles or has access to funds collected pursuant to this agreement does not participate in accounting or operating functions that would permit them to conceal in the accounting records the misuse of said funds.

2.5 OAG Responsibilities

2.5.1 The OAG shall be financially liable to County as set out in 2.5.1.1, subject to the limitations listed in Section 2.5.2 and further subject to the reduction of liability for credits as specified in Section 2.4.3 of this Agreement.

2.5.1.1 The OAG shall be liable to County in an amount equal to the State-to-County reimbursement rate in effect at the actual time the duties are performed. The term, "State-to-County reimbursement rate", shall mean that fractional proportion of allowable county expense items which will be reimbursed by the State. This rate is equal to the fractional proportion of allowable child support enforcement program charges which the federal Office of Child Support Enforcement pays to the State as federal financial participation (FFP) under Title IV-D, multiplied by the total charges allowed under Section 231.202, Texas Family Code as codified by the 74th Texas Legislature for services provided by the County. These charges shall be no more than the actual costs incurred by the County in performing said services. For purposes of reference only, the applicable State-to-County reimbursement rate at the effective date of this Agreement is sixty-six percent (66%).

2.5.1.2 The OAG will be liable to the County for the amount of the state share of fees and costs specified in Section 231.202 of the Texas Family Code as codified by the 74th Texas Legislature, if and only if, there is an express and specific appropriation by the Texas Legislature. The term "state share" means that portion of allowable expenses for fees and other costs that remain unpaid after receipt of the federal share of reimbursement and that is to be reimbursed by the state or may be contributed by certified public expenditure by the County. This section will not operate to create additional liability on behalf of the OAG until and unless appropriations that are in addition to those in effect on the beginning date of this Agreement are made.

2.5.2 Limitation of OAG Liability

2.5.2.1 The OAG shall be liable for charges and fees becoming due after commencement of this Agreement and before termination of this Agreement.

2.5.2.2 The OAG is liable only for charges incurred by the County for services and fees and charges described in Section 231.202 of the Texas Family Code as codified by the 74th Texas Legislature.

2.5.2.3 The OAG is not required to pay charges incurred for performance of services unless such charges are incurred and services rendered in accordance with the terms of this agreement.

2.5.2.4 The OAG is liable to the County for payment of the federal share of reimbursement for fees and costs under Section 231.202 of the Texas Family Code as codified by the 74th Texas Legislature, to the extent that the OAG receives the federal share. If the federal share is received by the OAG and that amount is later disallowed by the federal government, the County official to whom payment was made shall return the amount to the OAG not later than the thirtieth (30th) day after the date on which notice was given by the OAG.

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2.5.2.5 The OAG shall be liable only for the costs which are allowable according to the provisions of the federal Office of Management and Budget (OMB) Circular A-87, "Cost

Principles for State and Local Governments,” and OMB Circular A-102, “Uniform Administrative Requirements for Grants-in-Aid to State and Local Governments,” both of which are published by the Executive Office of the President of the United States of America.

2.6 Payment Processing Procedures

- 2.6.1 County shall bill or credit the OAG each month for liabilities or credits of the OAG which have accrued during the preceding thirty (30) days which have not been previously billed by the County. The OAG will provide forms to enable County to provide documentation and information in a format required by the OAG. During calendar month when no liabilities or credits accrue, the County is not required to submit a monthly report.
- 2.6.2 County shall keep all records to substantiate the County billing.
- 2.6.3 The OAG shall review the billings within fifteen (15) business days after the end of the calendar month in which the billings are made and either:
 - 2.6.3.1 within fifteen days of receiving the billing return it to the County for correction or to obtain further information; or
 - 2.6.3.2 process and submit the billing to the Comptroller for payment in accordance with state procedures for issuing state payments.
- 2.6.4 The District Clerk, Sheriff, Constable and/or any designated county office holder shall submit to the OAG monthly vouchers, with accompanying processing forms attached.

2.7 Inspections, Monitoring and Audits

The OAG may monitor and conduct fiscal and/or program audits of County program performance at reasonable times. The OAG may at its option or at the request of County provide technical assistance to assist County in the operation of this program. County shall grant to the OAG or HHS access, without prior notice, to all books and records of the County pertinent to this agreement. The County records may be inspected, monitored, evaluated, audited or copied. Reports or other information relating to this program prepared by the County or at the request of the County shall be furnished to the OAG within ninety (90) days of their availability.

3. TERMS AND CONDITIONS

3.1 Termination

Either party to this agreement shall have the right to terminate this agreement by notifying the other party in writing of such termination and the proposed date of the termination no later than five (5) days prior to the effective date of such termination.

3.2 Record Retention

The County shall maintain and retain for a period of three (3) years after the submission of the final expenditure report, or until full and final resolution of all audit or litigation matters that arise before the expiration of the three (3) year period after the submission of the final expenditure report, whichever time period is longer, such records as are necessary to disclose fully the extent of services provided under this Agreement, including, but not limited to, records that will show the basis of the allowable charges and payments made. The provisions of this section shall be incorporated into any subcontract executed by the County.

3.3 Civil Rights

County agrees that no person shall, on the ground of race, color, religion, sex, national origin, age, disability, political affiliation, or religious belief, be excluded from participation in, be denied the benefits or, be subjected to discrimination under, or be denied employment in the administration of, or in connection with, any program or activity funded in whole or in part with fund provided by this Agreement. County shall comply with Title VII of the Civil Rights Act of 1964 (Public Law 88-352), Section 504 of the Rehabilitation Act of 1973 (Public Law 93-112), and the Americans with Disabilities Act of 1990 (public Law 101-336). County shall comply with Executive Order 11246, "Equal Employment Opportunity" as amended by Executive Order 11375, "amending Executive Order 11246 relating to "Equal Employment Opportunity" and as supplemented by regulations at 41 C.F.R. Part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity department of Labor". County shall ensure that all subcontracts comply with the above reference provisions.

3.4 Immigration Reform and Control Act of 1986

County shall comply with the provisions of the Immigration Reform and Control Act of 1986, 100 Stat. 3359, by verifying the identity and authorization to work in the United States of its employees assigned to this Agreement at any time during the term of this agreement. County shall require compliance from any subcontractors.

3.5 Environmental Protection

County shall be in compliance with all applicable standards, orders, or requirements issued pursuant to the mandates of the Clean Air Act (42 U.S.C. Section 7401 et seq) and the Federal Water Pollution Control Act, as amended, (33 U.S.C. 1251 et seq.).

3.6 Certain Disclosures Concerning Lobbying

County shall comply with the provisions of a federal law known generally as the Lobbying Disclosure Acts of 1989, and the regulations of the United States Department of Health and Human Services promulgated pursuant to said law, and shall make all disclosures and certifications as required by law. County must submit the Certification Regarding Lobbying included with this Agreement. This certification certifies that the County will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence any officer or employee of any Federal agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal Contract, grant or any other award covered by 31 U.S.C. 1352. It also certifies that the County will disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award by completing and submitting standard Form LLL.

3.7 Compliance With Law

County shall perform its obligations hereunder in such a manner to ensure its compliance with law and to assure, with respect to County's performances, that the OAG is carrying out the program of child support enforcement pursuant to Title IV, Part D, of the federal Social Security Act of 1935, as amended.

3.8 Provision of Funding by United States

It is expressly understood that any and all of the OAG's obligations and liabilities hereunder are contingent upon the existence of a state plan for child support enforcement approved by the United States Department of Health and Human Services providing for the statewide program of child support enforcement, pursuant to the Social Security Act, and on the availability of Federal Financial Participation for the activities described herein. In the event that such approval of the state plan or the availability of Federal Financial Participation should lapse or otherwise terminate, the OAG shall promptly notify County of such fact in writing. Upon such occurrence the OAG shall discontinue payment hereunder.

3.10 Changes in the Law

Any alterations, additions or deletions to the terms of this Agreement which are required by changes in federal or state law are automatically incorporated into this Agreement without written amendment to this Agreement and shall be effective on the date designated by said federal or state law.

3.11 Amendments

Any changes to this Agreement, except those changes so designated in this Agreement, shall be in writing and executed by both parties to this Agreement.

3.12 Entire Agreement

This instrument consisting of ten (10) pages, constitutes the entire agreement between the parties hereto, and all oral or written agreements between the parties hereto relating to the subject matter of this contract that were made prior to the execution of this contract have been reduced to writing and are contained herein.

3.13 Venue

This agreement shall be governed by and construed in accordance with the laws of the State of Texas, except for its provisions regarding conflicts of laws. The venue of any suit brought by OAG against County for any breach of this agreement is fixed in any court of competent jurisdiction in Williamson County, Texas. The venue of any suit brought by County against OAG for any breach of this agreement is fixed in any court of competent jurisdiction in Travis County, Texas, and all payments shall be due and payable in Travis County, Texas.

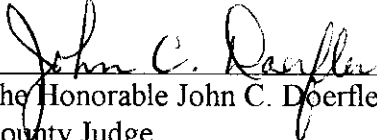
THIS AGREEMENT IS HEREBY ACCEPTED WITH AN EFFECTIVE DATE OF
SEPTEMBER 1, 1997.

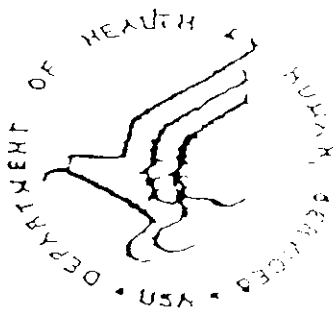
OFFICE OF THE ATTORNEY GENERAL

David Vela
IV-D Director, Child Support Division

Jorge Vega
First Assistant Attorney General

WILLIAMSON COUNTY


The Honorable John C. Doerfler
County Judge



CERTIFICATION REGARDING LOBBYING
DEPARTMENT OF HEALTH AND HUMAN SERVICES
ADMINISTRATION FOR CHILDREN AND FAMILIES

PROGRAM CHILD SUPPORT ENFORCEMENT PROGRAM
PURSUANT TO TITLE IV-D OF THE SOCIAL SECURITY
ACT OF 1935 AS ADMINISTERED BY THE OFFICE OF
THE ATTORNEY GENERAL OF TEXAS

PERIOD: September 1, 1997 to August 31, 1999

Certification for Contracts, Grants, Loans and Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief, that

(1) No Federal appropriated funds have been paid or will be paid by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an office or employee of Congress, or an employee of a Member of congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds haven been paid or will be paid to any person for influencing or attempting to influence an office or employee of any agency, a Member of congress, an officer or employee of Congress, or an employee of Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit standard Form LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was place when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352 Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Signature John C. Daefler

Title County Judge

Agency/Organization Williamson County

Date 7-22-97



Office of the Attorney General
State of Texas
Child Support Division
Post Office Box 12017
Austin, Texas 78711-2017
Voice: (512) 460-6000 Fax: (512) 460-6070

Dan Morales
ATTORNEY GENERAL

May 28, 1997

The Honorable John C. Doerfler
County Judge, Williamson County
P. O. Box 607
Georgetown, TX 78627

Re: Court Cost Agreement between the Office of the Attorney General and Williamson County

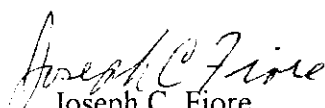
Dear Judge Doerfler:

The Court Cost Agreement that your county entered into with the Office of the Attorney General expires on August 31, 1997. To ensure that the mutual provisions of the Agreement continue without interruption, we are sending you a renewal Agreement for the years 1997 through 1999, as well as a new Lobby Certification that covers the same period.

As you will note, we have made changes in the format of the Agreement. The changes were made to enable each party to more easily understand the terms of the Agreement. However, no substantive changes to the terms of the Agreement were made. If you have any questions regarding the content of the Agreement please contact Sharon Sutton, Assistant Attorney General at (512) 460-6432.

We would appreciate your prompt attention to execution of the Agreement and the Lobby Certification. After signing, please return the Agreement and Lobby Certification to me at the above address. The Office of the Attorney General looks forward to another two years of mutual cooperation for the benefit of the children of Texas.

Sincerely,


Joseph C. Fiore
Section Chief
Contracts Section

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AN EQUAL OPPORTUNITY EMPLOYER

AGENDA ITEM # 31

July 22, 1997

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Consider approving line item transfer for 277th District Court:

From: 100-437-4999 Miscellaneous \$500.00
 To: 100-437-4232 Training 500.00

Moved: Commissioner Boatright


Seconded: Commissioner Mehevec

Motion: To approve line item transfer for 277th District Court:

From: 100-437-4999 Miscellaneous \$500.00
 To: 100-437-4232 Training 500.00

Vote: Motion carried 3 - 0 With Commissioner Heiligenstein absent from dais
 < Clerk copy here >

ORDER APPROVING A LINE ITEM TRANSFER FOR

277th District Court 
 FUND DEPARTMENT SIGNATURE

WHEREAS, The Williamson County Commissioners Court has carefully studied the public necessity of transferring funds from one line item to another within the above mentioned department's budget; and WHEREAS, The Williamson County Commissioners Court, due to unforeseeable circumstances, did not appropriate sufficient funds in the proper line items when adopting the current county budget; and

WHEREAS, On the 22nd day of July, 1997, a motion made by Commissioner Boatright and duly seconded by Commissioner Mehevec the motion carried by a vote of 3 votes for, 0 votes against.

THEREFORE, BE IT ORDERED THAT THE 1997 FISCAL YEAR WILLIAMSON COUNTY BUDGET BE AMENDED AND THE FOLLOWING AMOUNT(S) BE TRANSFERRED FROM THE FOLLOWING LINE ITEMS INTO THE NEEDED LINE ITEMS:

FUNDS TO BE REMOVED FROM THE FOLLOWING LINE ITEMS:

LINE ITEM #	DESCRIPTION	AMOUNT
100-437-4999	Miscellaneous	\$ 500.00

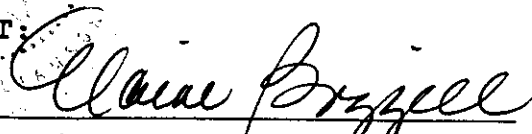
FUNDS TO BE INCREASED IN THE FOLLOWING LINE ITEMS:

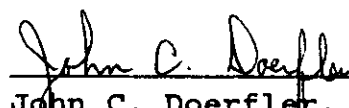
LINE ITEM #	DESCRIPTION	AMOUNT
100-437-4232	Training	\$ 500.00

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WHEREUPON, A motion made and seconded, the Williamson County Commissioners Court did authorize the County Judge to sign this Order, the County Clerk was instructed to file a copy of this Order with the existing budget, and to forward a copy of this Order to the County Auditor.

ATTEST:


 Elaine Bizzell, County Clerk

 7-22-97
 John C. Doerfler, County Judge