



KING COUNTY

1200 King County Courthouse
516 Third Avenue
Seattle, WA 98104

Signature Report

August 15, 2005

Ordinance 15249

Proposed No. 2005-0262.1

Sponsors Patterson

1 AN ORDINANCE authorizing the county executive to
2 enter into a contract with the state of Washington
3 Department of Social and Health Services to provide
4 support enforcement services.

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STATEMENT OF FACTS:

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1. The state of Washington Department of Social and Health Services
9 desires to provide supplemental support enforcement services to further
10 the interests of children who are not receiving court ordered child support.

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2. The county has the resources to provide such support enforcement
12 services.

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BE IT ORDAINED BY THE COUNCIL OF KING COUNTY:

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SECTION 1. The county executive is authorized to execute a contract,

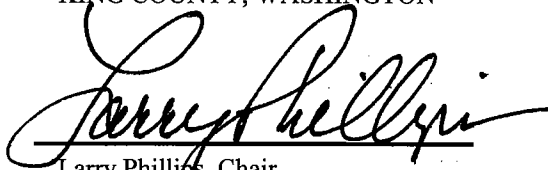
Ordinance 15249

15 substantially in the form attached to this ordinance, with the state of Washington
16 Department of Social and Health Services.
17

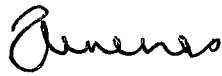
Ordinance 15249 was introduced on 6/27/2005 and passed by the Metropolitan King County Council on 8/15/2005, by the following vote:

Yes: 12 - Mr. Phillips, Ms. Edmonds, Mr. von Reichbauer, Ms. Lambert, Mr. Pelz, Mr. Dunn, Mr. Ferguson, Mr. Hammond, Mr. Gossett, Ms. Hague, Mr. Irons and Mr. Constantine
No: 0
Excused: 1 - Ms. Patterson

KING COUNTY COUNCIL
KING COUNTY, WASHINGTON



Larry Phillips, Chair

ATTEST:



Anne Noris, Clerk of the Council

APPROVED this 17 day of August, 2005.


Ron Sims, County Executive

RECEIVED
2005 AUG 18 AM 8:45
CLERK
KING COUNTY COUNCIL

Attachments A. County Program Agreement King County Sheriff SSEU -- DSHS Agreement Number 0563-65115

15249

Attachment A



COUNTY

PROGRAM AGREEMENT

King County Sheriff SSEU

2005-262

DSHS Agreement Number

0563-65115

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

Administration or Division Agreement Number

County Agreement Number

DSHS ADMINISTRATION

Economic Services Administration

DSHS DIVISION

Division of Child Support

DSHS INDEX NUMBER

1067

DSHS CONTRACT CODE

3000CC

DSHS CONTACT NAME AND TITLE

Bill Paine
Local Government Liaison

DSHS CONTACT ADDRESS

712 Pear Street

Olympia, WA 98507

DSHS CONTACT TELEPHONE

(360) 664-5315 Ext:

DSHS CONTACT FAX

(360) 664-5209

DSHS CONTACT E-MAIL

bpaine@dshs.wa.gov

COUNTY NAME

King County
King County Sheriff

COUNTY ADDRESS

516 Third Avenue W-116

Seattle, WA 98104-2312

COUNTY FEDERAL EMPLOYER IDENTIFICATION NUMBER

916001327

COUNTY CONTACT NAME

Bruce Peterson

COUNTY CONTACT TELEPHONE

(206) 296-3865 Ext:

COUNTY CONTACT FAX

(206) 296-0913

COUNTY CONTACT E-MAIL

Bruce.Peterson@metrokc.gov

IS THE COUNTY A SUBRECIPIENT FOR PURPOSES OF THIS PROGRAM AGREEMENT?

Yes

CFDA NUMBERS

93.563

PROGRAM AGREEMENT START DATE

01/01/2005

PROGRAM AGREEMENT END DATE

12/31/2005

MAXIMUM PROGRAM AGREEMENT AMOUNT

\$626,074.00

EXHIBITS. When the box below is marked with an X, the following Exhibits are attached and are incorporated into this County Program Agreement by reference:

 Exhibits (specify):

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

COUNTY SIGNATURE(S)

PRINTED NAME(S) AND TITLE(S)

DATE(S) SIGNED

DSHS SIGNATURE

PRINTED NAME AND TITLE

DATE SIGNED

Charley Barron, Manager
Fiscal Management Legal Affairs

1. Statement of Work**a. Purpose**

The King County Sheriff's Office will continue to operate Special Support Enforcement Unit (SSEU).

The SSEU will consist of four full-time commissioned Sheriff Detectives, one full-time Administrative Specialist III, and one half-time Sergeant.

The SSEU may access DSHS and DCS programs and resources for the purpose of conducting and supplementing locate activities and investigations relating to the enforcement of IV-D child support cases that DCS and the Family Support Division of the King County Prosecutor's Office have referred to SSEU.

The SSEU's mission is to:

- (1) Maximize service of civil process associated with the issuance of court ordered child support, including the service of civil contempt warrants issued for non-compliance with court ordered child support.
- (2) Utilize both traditional and non-traditional law enforcement investigative means to further the interests of children who are not receiving court ordered child support.

b. Duties of SSEU

In order to fulfill its mission the SSEU will:

- (1) Use DSHS and DCS computer programs and resources only when necessary to perform IV-D child support activities.
- (2) Maintain daily contact with the DCS Region 4 Seattle Office and the Family Support Division of the King County Prosecutor's Office to coordinate their activities on IV-D child support cases assigned to the SSEU.
- (3) Coordinate the services of civil process with other King County Sheriff's Office commissioned personnel, as well with other police agencies throughout the State of Washington.
- (4) Coordinate information from city, county, state and federal probation services, US Customs and other federal agencies to assist in tracking non-custodial parents with outstanding civil contempt warrants.
- (5) At the request of the Division of Child Support (DCS) or the King County Prosecutor's Office, identify, locate and provide information to repudiate apparently false statements made by individuals attempting to avoid court ordered child support.
- (6) Complete and submit to DCS and the King County Prosecutor's Office Family Support Division a quarterly report within thirty (30) days of each quarter of the calendar year. The first report is due April 29, 2005. Each quarterly report will summarize the SSEU IV-D child support activities. SSEU, DCS and the King County Prosecutor's Office Family support Division will agree in advance on what the specific contents of the quarterly report shall be.

c. Other Duties of the King County Sheriff's Office

- (1) The King County Sheriff's Office will assign the SSEU personnel to the Criminal Investigation Division located at the Regional Justice Center, Kent, Washington.

- (2) The King County Sheriff's Office will submit to DCS monthly billings for reimbursement of direct and indirect costs of the SSEU's IV-D child support activities.
- (3) The King County Sheriff's Office may temporarily assign SSEU personnel to other functions of the King County Sheriff's Office during unusual occurrences, approved by the Chief of the Criminal Investigation Division of his/her designee. If the SSEU personnel are temporarily assigned to other duties, SSEU personnel time sheets will indicate which activities are not to be paid under this contract.
- (4) The King County Sheriff's Office will submit to DCS an annual budget proposal for the SSEU to DCS for approval. The Sheriff's Office will also cooperate with DCS in the development of a DCS state biennial budget request for the SSEU. The Sheriff's Office will work with DCS to develop a budget process timeline that meets the needs of both agencies.
- (5) The King County Sheriff's Office will issue to the SSEU commissioned personnel all standard equipment that is issued to the Sheriff's Office commissioned personnel, including the following items:
 - (a) Four leased vehicles and gasoline for use by the detective. These vehicles will be issued and maintained through the current Sheriff's Office vehicle lease program.
 - (b) Four laptop computers for use by the detectives. These computers will meet the technology standards of DSHS, DCS and the King County Sheriff's Office.
 - (c) One desktop computer for use by the SSEU. This computer shall meet technology standards of DSHS, DCS and the King County Sheriff's Office.
- (6) Each SSEU employee who is authorized access to DSHS and DCS programs will sign a confidentiality statement approved by DCS. The confidentiality statements will be incorporated into this contract.

The King County Sheriff's Office will file the signed confidentiality statements in their employee's personnel records. The supervisor of the SSEU will annually certify to DCS that he/she has reviewed the content of the confidentiality statement with each SSEU employee and that a signed copy of the current version is on file in the employee's personnel records.

- (7) The SSEU personnel who are granted access to DSHS and DCS computer programs will maintain all DSHS confidentiality safeguards that are required by law, regulations and policy. This includes password protections.

d. SSEU Performance Standard

- (1) The number of warrants served by the SSEU and other police agencies will equal at least 60 percent of the warrants available for service during the year.
- (2) "Warrants available for service" means the active warrants on hand at the beginning of the year, plus new warrants issued during the year, less warrants quashed during the year.
- (3) Warrants quashed as a result of substantial activity on the part of the SSEU will be counted as serves rather than quashes.
- (4) Prior to any changes being made to the SSEU performance standard, the SSEU and DCS shall jointly meet with the King County Prosecutors Child Support Division to develop the new standards and agree to an implementation date.

e. Duties of the Division of Child Support

- (1) DCS will provide SSEU personnel with read-only access to SEMS (Support Enforcement Management System) and to the DSHS intranet site. DCS SEMS will be made available to SSEU personnel through an existing Local Area Network (LAN) and an Intergovernmental Network (IGN) interface to the State of Washington intranet, which are administered by the King County Prosecutor's Office.
- (2) DCS will determine which Employee Function screens within SEMS are activated and authorized for use by the SSEU personnel. DCS may modify Employee Function access after providing notice to the King County Sheriff's Office.
- (3) DCS will provide SSEU personnel with the security safeguards, training and technical support necessary to operate DSHS and DCS computer programs and to use DCS resources.
- (4) DCS will process SSEU billings for IV-D reimbursement provided to DCS Fiscal Management by King County. DCS will pay according to those billings and for direct and indirect costs which are approved by DCS Fiscal Management personnel.
- (5) DCS will audit the funds used to fund the SSEU to verify compliance with federal and state laws, regulations and policies.
- (6) DCS will provide to the King County Sheriff's Office all documents and assistance necessary to complete their annual and biennial budget requests for the SSEU. DCS will work with the Sheriff's Office to develop a budget process timeline that meets the needs of both agencies.

f. Funding of the SSEU

The funding for the SSEU shall be provided in the following manner:

- (1) DCS will pass through the federal IV-D financial participation rate of 66% of the SSEU direct program costs and indirect costs.
- (2) King County will provide a local match of 21.5% of the SSEU direct program costs and a local match of 34% for the indirect costs.
- (3) DCS will provide an incentive rate of 12.5% of the SSEU direct program costs. (Indirect rate excluded)
- (4) DCS will reimburse the SSEU indirect costs pursuant to the filed King County indirect cost allocation plan.