

MEMORANDUM OF UNDERSTANDING

Between the

ADMINISTRATION FOR CHILDREN AND FAMILIES
OFFICE OF COMMUNITY SERVICES

and the

ADMINISTRATION FOR CHILDREN AND FAMILIES
OFFICE OF CHILD SUPPORT ENFORCEMENT

I. PURPOSE AND SCOPE

The purpose of this Memorandum of Understanding (MOU) is to formalize the commitment of the Office of Community Services (OCS) and the Office of Child Support Enforcement (OCSE), through a working relationship at the Federal level, to foster and enhance partnerships in the States and in local communities, between Child Support Enforcement Agencies and OCS Discretionary Grantees and Community Action Agencies.

The purpose of these partnerships will be to develop and implement innovative strategies in States and local communities to increase the capability of low-income parents and families to fulfill their parental responsibilities. Too many low-income parents are without jobs or resources needed to support their children. A particular focus of these partnerships will be to assist low-income noncustodial parents of children receiving Temporary Assistance to achieve a degree of self-sufficiency that will enable them to provide support that will free their families of the need for such assistance.

The scope of this MOU is national. It includes the participation of OCS and its grantees at the National, State, and local levels, as well as those same levels in OCSE, through partnership agreements that will result in the development, implementation, evaluation, and reporting of innovative approaches utilized to increase the self-sufficiency of low-income families and parents which will enable them better to meet their child support responsibilities.

II. BACKGROUND

THE OFFICE OF COMMUNITY SERVICES

The Office of Community Services, established in the Department by the Community Services Block Grant Act (CSBG Act) of 1981, awards grants to States "to implement the

THE OFFICE OF CHILD SUPPORT ENFORCEMENT

The Office of Child Support Enforcement was established in 1975 as Title IV, Part D of the Social Security Act. The CSE Program helps to strengthen families and reduce welfare dependency by ensuring that parents fulfill their responsibility to support their children. Concern for the well-being of children who live with only one parent and a desire to promote self-sufficiency of these families prompted the establishment of this program.

Child support enforcement services are required for families receiving assistance under the Aid to Families with Dependent Children (AFDC), Temporary Assistance for Needy Families (TANF), Foster Care (FC), and Medicaid programs. Most of the child support collected for AFDC/TANF families is used by the Federal and State governments to offset AFDC/TANF grants. For some families, the child support payments are enough to enable them to leave the assistance rolls altogether.

Child support payments through the Child Support Enforcement Program for non-AFDC/TANF families go directly to the family to help them remain self-sufficient. The money the child support program collects represents a direct benefit to children and families, and to the taxpayers. There are also benefits to taxpayers in the form of indirect savings or cost avoidance. Due to the Child Support Enforcement Program, many families have been able to remain self-sufficient and off public assistance.

III. OBJECTIVE AND AGREEMENTS

- A) The underlying objective of this MOU is to provide programs and services to low-income parents and their families which will foster self-sufficiency and increase their capability to fulfill their parental responsibilities.
- B) OCS and OCSE agree:
1. That there is a need for cooperation to increase the capabilities of low-income parents, including noncustodial parents, to fulfill their parental responsibilities.
 2. That OCSE and OCS should work together on developing innovative programs and services designed to increase those capabilities, especially among noncustodial parents of children receiving Temporary Assistance for Needy Families.
 3. That this cooperative effort IS TO HELP DEVELOP child and family support CAPABILITY, AND NOT to use OCS Projects or grantees to identify delinquent parents; and that the partnership agreements between CSE agencies and OCS grantees and Community Action Agencies, referred to in paragraphs 8, 9, and 10 below, will include specific undertakings to this effect.

4. That a goal of this cooperative effort must be job sustainability and career development that will support long-term self-sufficiency; and that achievement of this goal will require on-the-job support structures and "post-placement interventions" for noncustodial parents and others who lack work history and job-readiness.
5. That to this end the intent is to have the noncustodial parent, once enrolled in a self-sufficiency/career development program, complete such program, and that short-term income for paying child support should not be a deterrent to completion of the program; so that where possible, the CSE agency will work to modify any existing child support order so as to allow continued participation in the program.
6. That OCSE and OCS will together seek a direct communication from the highest level in the Department of HHS to all State and Local CSE and IV-D offices and all OCS funded projects and Community Action Agencies, clearly stating the policies of this cooperative effort as agreed to in this MOU.
7. That a rating factor will be included in all future Program Announcements for OCS discretionary and demonstration programs that support job creation, economic development or self-sufficiency, encouraging applicants to enter into partnership agreements with local CSE agencies to provide for referrals to the funded projects of identified income eligible families and noncustodial parents economically unable to provide child support (and that such agreements would reflect the above policies agreed upon in this MOU). Rating points would be added to the application review scores for inclusion of such agreements.
8. That OCS will work with State CSBG Offices to encourage local Community Action Agencies (CAAs) to enter into similar partnerships with local CSE agencies to provide for referral of income-eligible families and noncustodial parents to the CAAs for recruitment into their various programs of support and training (with partnership agreements reflecting the above policies agreed upon in this MOU).
9. That OCSE and OCS will together seek the dedication of funds to be used for the

support demonstration projects to work with incarcerated parents and their families to enable the parents to provide parental support upon their release from prison.

In accordance with the DPP/PSS authorizing legislation, projects would be funded for three years, in amounts of up to \$350,000 with a 100% match or, if specifically directed at urban youth, (ages 16-25) for up to \$500,000 with a match of 25% of the grant amount.

Demonstration Projects would be jointly developed by applicants in partnership with local CSE Agencies, and applicants would be required to include in their proposal signed partnership agreements with local CSE Agencies setting forth the roles and commitments of each to the implementation of the project, including the referral by the CSE partners of income eligible parents and families to the project. The agreements would also include a stipulation of confidentiality that would protect the participants and files for other CAA programs from being divulged to the CSE program for use in establishing paternity or liability for support payments, or for identifying parents who are or may be delinquent in child support.

It is further agreed that the Program Announcement for these projects would be prepared by OCS in collaboration with OCSE staff, that it would require the cooperation of grantees in any mechanism for disseminating as soon as practicable "lessons learned" from project implementation and evaluation; and that OCS and OCSE will together develop a plan for replication of successful projects among CAA and other grantees, to enable the CAA network across the country promptly to establish successful working relationships with CSE Agencies, based on project evaluation findings.

C) OCS and OCSE also agree:

1. To encourage the development of Partnership Agreements and MOUs similar to this one at the Federal level, at the State and local levels to support coordination and cooperation, communication, and successful outcomes for this initiative.
2. To encourage State and local CSE agencies and OCS grantees to foster and engage in community dialogues on the importance of positive roles for fathers in families, on the early acquisition of nurturing parenting skills, and on individual rights and responsibilities under the CSE program.
3. To encourage joint planning and participation through conferences held by each of the offices, as appropriate, with emphasis on joint presentations and display of informational materials.
4. To encourage regular meetings between the staff from each Office on OCS and OCSE program developments, relevant legislation, regulations and policy.

5. To encourage joint planning and support for research projects to review and evaluate current efforts or pilot innovations, and demonstrations of programs that relate directly to providing services to economically disadvantaged families.

IV. IMPLEMENTATION OF THIS MOU


OCSE and OCS will continue their joint goal to support cooperation and coordination between their programs at the Federal level, as well as with and among other agencies with... programs and resources relevant to the objectives and outcomes of this MOU. It is further agreed that this MOU will be distributed to State and local grantees of OCS and State and local CSE Agencies so as to encourage its implementation through partnerships at the State and local levels.

V. EFFECTIVE DATE

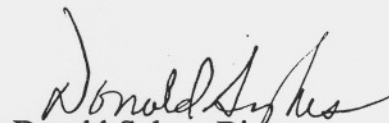
This MOU is effective on the date signed by all the authorized officials in ACF. This MOU will remain in effect until one or more of the parties provides written notification of termination. Such notice shall be given to the parties involved at least 30 days in advance of such a termination date.

VI. MODIFICATION

This MOU may be revised by written approval of the parties that signed below, or their designee.


David Gray Ross, Deputy Director
Office of Child Support Enforcement

Date: NOVEMBER 14, 1996


Donald Sykes, Director
Office of Community Services

Date: November 18, 1996