

Child Support Exposé **An Agreement Analysis**

[From a private right of the parties' mindset.]

CONSTITUTIONAL DUE PROCESS
PRIVATE RIGHTS IN CHILD SUPPORT
UNIFORM CSE RECORD MECHANISM
FOUNDING DOCUMENTATION
CASE CONSTRUCT AT ESTABLISHMENT
UTILITARIAN DOCUMENT EVIDENCE
REQUIRED BY DEFINITION BINDING
DUTY OF THE ISSUING STATE [Title IV-D]
COURT CEJ [Tribunal] UNIFORM LAW
SINCE WELFARE REFORM
FEDERAL LEGISLATION

AND THE THEME SONG, 🎧🎵🎸

[BLEEDING ME, by METALICA](#)

[BACKGROUND NOISE] [entertainment while reading]

"...digging my way, pushing, for something better!"

[ARE WE HAVING FUN YET](#)



Jan 24, 2023

#1

Is it true that your Constitutional rights cannot be violated at all? or

Is it true that your Constitutional rights cannot be violated without due process?

presonorek
Gold Member

Joined: Jun 7, 2015
Messages: 5,895
Reaction score: 701
Points: 130
Location: North Carolina

This is just something I have started considering recently. Is there even a difference between these two concepts? To me one says your Constitutional rights can never be violated. One says that your Constitutional rights can only be violated by a judge. Has anybody ever considered what "without due process" actually means?



Jan 24, 2023

#2

Of course your rights can be violated ... it's call "crime" ... but I know what you mean ...

ReinyDays
Gold Member

Joined: Oct 5, 2019
Messages: 9,592
Reaction score: 4,730
Points: 210
Location: State of Jefferson

First is the reasonableness test ... is a restriction on, say Speech, have a reason ... can government prohibit yelling and screaming in a government owned hospital? ...

Second is the onerous test ... is the restriction onerous to the right of Free Speech? ... can we yell and scream on a government owned playground? ...

Due Process is where the government writes you a ticket for yelling and screaming ... you have a due process right to have a judge rule on the legality of the ticket ... if on the playground = not guilty ... in a hospital = guilty ... we have the right to this process ...



Sunday at 2:03 PM

#88



Brick Layer
VIP Member

Joined: Jan 1, 2018
Messages: 292
Reaction score: 27
Points: 76
Location: Michigan

§ 567 CONSTITUTIONAL LAW 16A C.J.S.

...observance of those general rules established in our system of jurisprudence for the security of private rights.

vasuderatorrent said: Ⓞ

Is it true that your Constitutional rights cannot be violated at all? or

Is it true that your Constitutional rights cannot be violated without due process?

§ 567 CONSTITUTIONAL LAW 16A C.J.S.

Observance of those general rules established in our system of jurisprudence for the security of private rights.

In the concrete, it means that in a contest involving these rights, a person will be accorded the opportunity to contest the propriety of each step in the action sought to be taken against him.

§ 567 CONSTITUTIONAL LAW **16A C.J.S.**

observance of those general rules established in our system of jurisprudence for the security of private rights.^{12,13} In the concrete, it means that in a contest involving these rights a person will be accorded the opportunity to contest the propriety of each step in the action sought to be taken against him.¹⁴

Synonymous terms. The term "due process of law" is synonymous or interchangeable with, or equivalent to, "law of the land," a phrase appearing in many of the state constitutions,¹⁵ due process of law being said to mean, in brief, the law of the

125 U.S.—Hagar v. Reclamation Dist. 108, Cal. 4 S.Ct. 642, 111 U.S. 701, 27 S.Ct. 569.
U. S. v. Masaki Kawakura, Doc. Cal. 18 F.Supp. 716.
Del.—Riley v. Banks, 62 A.2d 229, 5 Terry, Del. 489.
14. Mo.—State v. Broadus, 289 S.W. 792, 795, 216 Mo. 1279—City of St. Louis v. Missouri Pac. R. Co. 211 S.W. 671, 274 Mo. 206.
15. U.S.—Buchalter v. People of State of New York, N.Y. 62 S.Ct. 1123, 219 U.S. 427, 87 L.Ed. 1492—Postal Telegraph Cable Co. v. City of Newport, Ky., 28 S.Ct. 566, 277 U.S. 444, 62 L.Ed. 1215.
Goodman v. Swenson, C.A.Md., 192 F.2d 648—Eisner v. Hammond, C.C.A.Ky., 116 F.2d 922, 132 A.L.R. 1241—U. S. ex rel. Valotta v. Ashe, D.C.Pa., 2 F.2d 735, reversed on other grounds Ashe v. U. S. ex rel. Valotta, 46 S.Ct. 232, 270 U.S. 424, 70 L.Ed. 662.
Ex parte Estrada, D.C.Tex., 93 F.Supp. 712.
U. S. v. Yount, D.C.Pa., 267 F.2d 821.
Ala.—Stoar v. Ocklawaha River Farms Co., 121 So. 270, 223 Ala. 698.
James v. State, App. 181 So. 709—Woodham v. State, App. 178 So. 454—Smith v. State, 105 So. 297, 21 Ala.App. 70.
Cal.—People v. Skinner, 115 P.2d 483, 18 Cal.2d 245, 149 A.L.R. 299.
Beck v. Ransome-Crummey Co., 124 P. 431, 42 Cal.App. 474.
Conn.—State v. Sixth Taxing Dist., 132 A. 561, 104 Conn. 132.
Del.—Corpus Juris Secundum cited in Ajax Distributors v. Springer, 22 A.2d 828, 841, 26 Del.Ch. 101, affirmed 28 A.2d 569, 36 Del.Ch. 445—State v. Ross, 122 A. 864, 3 W.V. Harr. 168, 45 A.L.R. 85.
Fla.—State v. Dowling, 110 So. 522, 92 Fla. 848.
Ill.—People v. Brown, 85 N.E.2d 885, 407 Ill. 545—People v. Scott, 157 N.E. 247, 226 Ill. 227.
Kan.—Corpus Juris cited in Motor Equipment Co. v. Winters, 69 P.2d 25, 28, 146 Kan. 171—Corpus Juris cited in Wichita Council No. 123, etc. v. Security Ben. Ass'n, 28 P.2d 974, 980, 128 Kan. 841, 94 A.L.R. 523.
Ky.—Corpus Juris quoted in Willis v. Lafayette-Phoenix Garage Co., 240 S.W. 254, 167, 202 Ky. 514—Board of Levee Com'rs of Fulton County v. Johnson, 139 S.W. & 178 Ky. 287, L.R.A.1918E 202.
La.—Dupuy v. Tedora, 15 So.2d 888, 204 La. 560—State v. Harvey, 101 So. 28, 159 La. 674, error dismissed.
Md.—Slansky v. State, 61 A.2d 599, 189 Md. 94—Anne Arundel County Com'rs v. English, 35 A.2d 135, 182 Md. 514—Coates v. State, 25 A.2d 676, 180 Md. 503, certiorari denied Coates v. Brady, 63 S.Ct. 22, 215 U.S. 625, 87 L.Ed. 504—Ouraler v. Tawes, 12 A.2d 769, 178 Md. 471, followed in Culver v. Tawes, 12 A.2d 771—Goldsmith v. Mead Johnson & Co., 7 A.2d 176, 176 Md. 682.
Ma.—Jordan v. Galnea, 8 A.2d 556, 124 Me. 291—In re Stanley, 174 A. 92, 95, 121 Me. 91, affirmed Stanley v. Public Utilities Commission of Maine, 55 S.Ct. 629, 295 U.S. 76, 79 L.Ed. 1211—State v. Cota, 120 A. 528, 122 Me. 450—Randall v. Patch, 101 A. 97, 118 Me. 202, 8 A.L.R. 66.
Mo.—State ex rel. and to Use of Chicago Great Western R. Co. v. Public Service Commission of Missouri, 51 S.W.2d 73, 239 Mo. 729, certiorari denied Chicago Great Western R. Co. v. Public Service Commission of State of Missouri, 53 S.Ct. 89, 287 U.S. 641, 77 L.Ed. 255—Irie v. Bailey, 8 S.W.2d 89, 219 Mo. 474, 87 A.L.R. 821.
Nev.—Corpus Juris Secundum cited in State v. Fouquette, 221 P.2d 404, 469, 67 Nev. 505, certiorari denied 71 S.Ct. 799, 241 U.S. 332, 95 L.Ed. 1261, and 72 S.Ct. 269, 242 U.S. 928, 95 L.Ed. 491.
N.J.—Grobstein v. Mardel Mortgage Inv. Co., 170 A. 815, 115 N.J.Eq. 411.
N.Y.—Traiger v. Sacka, 54 N.Y.S.2d 917, 185 Misc. 540, affirmed 60 N.Y.S.2d 924, 184 Misc. 925.
N.C.—State v. Felton, 59 S.E.2d 625, 229 N.C. 575—Eason v. Spence, 61 S.E.2d 717, 222 N.C. 579—National Sur. Corp. v. Sharpe, 59 S.E.2d 592, 222 N.C. 38—State v. Ballance, 51 S.E.2d 721, 229 N.C. 764, 7 A.L.R. 2d 407—State v. Hedgabeth, 45 S.E.2d 483, 228 N.C. 229, certiorari dismissed 69 S.Ct. 1182, 234 U.S. 806, 32 L.Ed. 1729—Yancey v. North Carolina State Highway & Public Works Commission, 22 S.E.2d 256, 222 N.C. 108—J. O. Piott Co. v. H. K. Ferguson Co., 161 S.E. 688, 202 N.C. 446—Gunter v. Town of Sanford, 120 S.E. 41, 186 N.C. 452.
N.D.—State v. Cromwell, 9 N.W.2d 514, 72 N.D. 515.
Okla.—Troyer v. Western Paving Co., 184 P. 86, 74 Okl. 208—Wilhite v. Cruce, 172 P. 942, 70 Okl. 70.
Sutton v. State, 259 P. 239, 25 Okl.Cr. 282.
Or.—MacVeagh v. Multnomah County, 270 P. 502, 126 Or. 417.
Pa.—Ebert v. Pennsylvania Central Brewing Co., 15 A.2d 729, 141 Pa. Super. 542.
Commonwealth v. Miller, 8 Pa. Dist. & Co. 445.
R.I.—State v. Rossi, 42 A.2d 223, 71 R.I. 284—State v. Conrigan, 192 A. 723.
Vt.—State v. Felch, 105 A. 22, 32 Vt. 477.
Wash.—Corpus Juris Secundum quoted in Washington Local Lodge No. 124 of Intern. Broth. of Boilermakers, Iron Ship Builders & Helpers of America v. International Broth. of Boilermakers, Iron Ship Builders & Helpers of America, 203 P.2d 1019, 1026, 33 Wash.2d 1.
Wis.—Pauly v. Koebler, 126 N.W.2d 554, 175 Wis. 428.
12 C.J. p 1183 note 58.
"It has been stated so frequently in decisions and in the books that 'due process of law' and 'law of the land' mean one and the same thing, that it may be regarded as elementary."
Ill.—Norman School Dist. Bd. of Education v. Blodgett, 40 N.E. 1025, 155 Ill. 441, 445, 46 Am.S.R. 348, 31 L.R.A. 79.
"Due process, as used herein, is nothing more or less than granting to an individual the benefits of the established and recognized law of the land."
Iowa.—In re Meldrum, 51 N.W.2d 881, 883, 243 Iowa 777.
Terms substantially identical
N.C.—Yarborough v. North Carolina Park Commission, 145 S.E. 543, 196 N.C. 284.
"Law of land" defined
(1) "General law."
Tenn.—State ex rel. Hamby v. Cummings, 62 S.W.2d 515, 516, 145 Tenn. 460.
(2) "Law of the land" implies a general public law, equally binding on every member of the community.
U.S.—U. S. v. "Al" v. D.C.W., 12 F.Supp. 712.
Tex.—Ex parte Size, 134, 110 S.W.2d 322, 59 A.L.R. 439, 12 C.J. p 1183 note 58 [a] (1).

16A C.J.S.

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land, including the unwritten law.^{15,16} Other synonymous or equivalent terms are "due course of law,"¹⁶ "due course of the law of the land,"¹⁷ and "course of the common law."¹⁸

Courts have sometimes made use of expressions which would indicate a view that the term "the law of the land" as used in the constitution, re-

fers from abrogation or violation.²¹

As applied to taxation. It has been said that in connection with taxation due process of law is that which is due and appropriate in that class of cases, as demonstrated by our experience in the enjoyment of self-government.²²

SYNONYMOUS TERMS.

The term "due process of law" is synonymous or interchangeable with, or equivalent to, "law of the land," a phrase appearing in many of the state constitutions, due process of law being said to mean, in brief, the law of the land, including the unwritten law. Other synonymous or equivalent terms are "due course of law," "due course of the law of the land," and "course of the common law."

LAW OF THE LAND,

Illustrated herein is an example of: "due process," "due course of law," and/or "due course of the law of the land" within the CSE forum.

[statutory] [expedited] [administrative] [judicial]

[due process] [uniform processes] [valid support order] eh.

CHILD SUPPORT DUE PROCESS [LAW OF THE LAND]

Pub. L. No. 113-183, § 301(f), 128 Stat. 1919, 1944 (2014) (codified at 42 U.S.C. § 666(f)), 42 U.S.C. § 654 – State Plan for child support (1) shall be in effect in all political subdivisions of the State, (20)(A) shall have in effect all of the laws, (20)(B) shall implement the procedures prescribed in or pursuant to such laws, (22) taking into account the efficiency and effectiveness of the activities carried out under the State plan by such political subdivision, (23) the use of procedures for voluntary establishment of child support, [**Enumeratio unius est exclusio alterius**], MCL 552.501 purpose and construction of act to assist parties voluntarily by agreement, MCL 552.604(3)(a)(iii) for a friend of the court case, an agreement by the payer, MCL 552.604(3)(b) an agreement that is written and entered into the record by the court, UIFSA 701(6)(A)(i); [**criterion**].

[UIFSA ARTICLE 7 §701\(6\)\(A\)\(i\)](#), see "[Outside this State](#)" definition and read together with [UIFSA ARTICLE 3 CIVIL PROVISIONS OF GENERAL APPLICATION \(Introductory Comment\)](#) vide [UIFSA SECTION 301\(a\)](#), also see "one-order" world system a local "support order" effecting a "foreign support order". Vide [UIFSA §301 §§\(a\)'s Comment](#): subsection (a) mandates **inclusion** of those [records] affecting a "foreign support order" [record] uniformity for UIFSA to have any [global] outside this State effect, at all. **Also vide UIFSA §710's OFFICIAL COMMENT**, [underlying agreement] [country of origin] **"child support binding on the parties in the country of origin stem from the inclusion of a foreign support agreement..."** affect, MCL 552.604(3)(b) is UIFSA 701(6)(A)(i) are the same agreement negotiated by the parties [MCL 552.604(3)(b) effects UIFSA §701(6)(A)(i) for the system-wide effect to have any "in effect" effect], a required record mandated by: federal law, UIFSA law [treaty into state law], and the State Plan, a required record mandated be recorded in the issuing tribunal's record as a duty of the issuing state, required by each state's political subdivisions [counties] within the state.

Local Law; UIFSA Law & Process (uniform, record mechanism in the U.S.).

In Michigan, MCL 552.604(3)(a)(iii) For a friend of the court case, an agreement by the payer... . MCL 552.604(3)(b) The parties enter into a written agreement that is reviewed and entered in the record by the court... [enabling a valid order to ensue within the system]; by operation of law, order of income withholding; [...hence, the horse before the cart]. UIFSA §701(6)(A), MCL 552.604(3)(b), 42 U.S.C. § 666(f), 42 U.S.C. § 666(c)(1)(F), MCL 552.604(1). "Law of the Land" CSE Constitutional by and through private agreement of record.

[THIS IS DUE PROCESS] [minimum standard of constitutional due process]

Hague Child Support Convention: Judicial Guide • Chapter One

https://www.acf.hhs.gov/sites/default/files/programs/css/ocse_judicial_guide.pdf

1. Introduction

1.1 Purpose of this Guide

The Hague Convention of 23 November 2007 on the International Recovery of Child Support and Other Forms of Family Maintenance, known as the Hague Child Support Convention (Convention), came into force in the United States on January 1, 2017. While the Convention is the "law of the land" and binding on the states,¹ it is not a "self-executing" treaty.² Although treaties are generally implemented through federal legislation, as family law is traditionally a state matter, the Convention was implemented in the U.S. through state law, the Uniform Interstate Family Support Act (UIFSA) 2008.³ To ensure consistent application of the Convention, Congress directed that all states enact UIFSA 2008.⁴ Once every U.S. state had enacted UIFSA 2008, the President signed the U.S. Instrument of ratification and deposited this instrument on September 7, 2016, with the Ministry of Foreign Affairs of the Kingdom of the Netherlands, depository for the Hague Conference.

UIFSA has been the state law governing intergovernmental child support since the "Welfare Reform" federal legislation in 1996 required that all states enact the 1996 version of the uniform state law.⁵ The UIFSA 2008 amendments integrate the appropriate provisions of the Convention into state law and enhance the handling of all international cases.

This *Hague Child Support Convention: Judicial Guide* is written as a guide for judges, judicial officers, administrative hearing officers, and others who will be dealing with applications and requests under the new Convention. The initial sections of this Guide provide an overview of matters common to all cases under the Convention, including scope, evidentiary provisions, and translation requirements. The remaining sections are organized by type of application, including recognition and enforcement, establishment, modification, and provisions related to requests for specific measures (i.e., limited services).

¹ U.S. Constitution art. VI, cl. 2.

² If a treaty is deemed to be "self-executing," the treaty itself becomes federal law and preempts any conflicting state law. To appreciate the difficulty inherent in determining whether a treaty is "self-executing," see *Medellin v. Texas*, 552 U.S. 491 (2008).² Battle Rankin Robinson, *Integrating an International Convention into State Law: The UIFSA Experience* *Family Law Quarterly*, Vol. 43, No. 1, Spring 2009, at 63.

³ Battle Rankin Robinson, "The Beginner's Guide to International Support," 33 *Delaware Lawyer* 22 (Winter 2015/2016) at 23.

⁴ Subsection 301(f)(3)(A) of Pub. L. 113-183, the Preventing Sex Trafficking and Strengthening Families Act of 2014 (hereinafter referred to as the Strengthening Families Act).

⁵ The Personal Responsibility and Work Opportunity Reconciliation Act of 1996 (PRWORA), in section 321, amended 42 U.S.C. § 666 to add a new subsection (f) requiring all states to enact UIFSA 1996 by January 1, 1998. See Pub. L. 104-193, 110 Stat. 2105 (1996). UIFSA was first developed in 1992, but at that time there was no requirement that states enact it. It was amended in 1996.

Comment,
JURISDICTIONAL ISSUES UNDER THE
UNIFORM INTERSTATE FAMILY
SUPPORT ACT

I. Introduction

The Uniform Interstate Family Support Act (hereinafter "UIFSA") was drafted by the National Conference of Commissions on Uniform State Laws.¹ The purpose of the Act is to expedite interstate and intrastate proceedings involving child support or spousal support.² Initially the Conference was solely going to review and make limited changes to the Uniform Reciprocal Enforcement of Support Act (hereinafter "URES A") and the Revised Uniform Reciprocal Enforcement of Support Act (hereinafter "RURES A"). However, the Drafting Committee eventually came to the conclusion that the RURES A needed extensive changes. The committee decided to draft a new act call UIFSA. UIFSA was initially approved in 1992 by the Uniform Law Conference and then ratified by the American Bar Association in 1993.³ As UIFSA was implemented by child support enforcement agencies many questions regarding the act arose, so the committee made several amendments that were then adopted in 1996.

UIFSA governs several proceedings: the establishment of an order for spousal support;⁴ child support;⁵ the enforcement of a support order;⁶ the registration of an order for spousal support or child support;⁶ the modification of a child support order or spousal support order;⁷ the registration of a child support or spousal support order;⁸ the determination of parentage;⁹ and the

¹ Uniform Interstate Family Support Act 1996, (hereinafter UIFSA), Part 1 U.L.A. Prefatory Notes (1996).

² Cowan v. Moreno, 903 S.W.2d 119, 121 (Tex.App.-Austin, 1995).

³ UIFSA, *supra* note 1, at Prefatory Notes.

⁴ *Id.* at § 301(b)(1).

⁵ *Id.* at § 301(b)(2).

⁶ *Id.* at § 301(b)(3).

⁷ *Id.* at § 301(b)(4).

⁸ UIFSA, at § 301(b)(5).

⁹ *Id.* at § 301(b)(6).

UIFSA means the federally required state laws which provide mechanisms for establishing and enforcing child support. UIFSA addresses **the duties of the state that originally issues a [intrastate] decree**, the "issuing state", issuing state plan.

A [CONSENT, OF] RECORD PREREQUISITE [UIFSA 701(6)(A)]

BINDING ON THE STATES [recognition and enforcement criteria] [valid order criterion]

UIFSA 701(6) is a "Foreign support agreement", UIFSA 701(6)(A) "means an agreement" for support in a record [issuing state court record] to establish a valid uniform child support order/obligation [inside this state] ["outside this state"] [uniform record process].

45 CFR § 303.101 - Expedited processes.

CFR

prev | r

§ 303.101 Expedited processes.**(a) Definition.** *Expedited processes* means administrative and judicial procedures (including IV-D agency procedures) required under section 466(a)(2) and (c) of the Act;**(b) Basic requirement.**(1) The State must have in effect and use, interstate and intrastate cases, expedited processes as specified under this section to establish paternity and to establish, modify, and enforce support orders.

(2) Under expedited processes:

(i) In IV-D cases needing support order establishment, regardless of whether paternity has been established, action to establish support orders must be completed from the date of service of process to the time of disposition within the following timeframes: (A) 75 percent in 6 months; and (B) 90 percent in 12 months.

(ii) In IV-D cases where a support order has been established, actions to enforce the support order must be taken within the timeframes specified in §§ 303.6(c)(2) and 303.100;

(iii) For purposes of the timeframe at § 303.101(b)(2)(i), in cases where the IV-D agency uses long-arm jurisdiction and disposition occurs within 12 months of service of process on the alleged father or noncustodial parent, the case may be counted as a success within the 6 month tier of the timeframe, regardless of when disposition occurs in the 12 month period following service of process.

(iv) Disposition, as used in paragraphs (b)(2)(i) and (iii) of this section, means the date on which a support order is officially established and/or recorded or the action is dismissed.

(c) Safeguards. Under expedited processes:

(1) Paternities and orders established by means other than full judicial process must have the same force and effect under State law as paternities and orders established by full judicial process within the State;

(2) The due process rights of the parties involved must be protected;(3) The parties must be provided a copy of the voluntary acknowledgment of paternity, paternity determination, and/or support order;

(4) Action taken may be reviewed under the State's generally applicable administrative or judicial procedures.

(d) Functions. The functions performed by presiding officers under expedited processes must include at minimum:

(1) Taking testimony and establishing a record;

(2) Evaluating evidence and making recommendations or decisions to establish paternity and to establish and enforce orders;

(3) Accepting voluntary acknowledgment of paternity or support liability and stipulated agreements setting the amount of support to be paid;

(4) Entering default orders upon a showing that process has been served on the defendant in accordance with State law, that the defendant failed to respond to service in accordance with State procedures, and any additional showing required by State law; and

(5) Ordering genetic tests in contested paternity cases in accordance with § 303.5(d)(1).

(e) Exemption for political subdivisions. A State may request an exemption from any of the requirements of this section for a political subdivision on the basis of the effectiveness and timeliness of paternity establishment, support order issuance or enforcement within the political subdivision in accordance with the provisions of § 302.70(g) of this chapter.

(Approved by the Office of Management and Budget under control number 0960-0385)

[50 FR 19655, May 9, 1985, as amended at 50 FR 23958, June 7, 1985; 59 FR 66251, Dec. 23, 1994; 64 FR 6252, Feb. 9, 1999; 68 FR 25305, May 12, 2003]

UIFSA is built on a "one order, one time, one place" construct (uniformity of procedures) for the creation of a valid support order for "The Convention" and/or "UIFSA" to have an effect "one-order system" regardless of whether the parents or child later move to another state or not.

The state or foreign country that issues the original controlling order holds what UIFSA calls "continuing, exclusive jurisdiction" (CEJ); the place where the agreement [negotiated by the parties] is made [held on record] [UIFSA 701(6)(A)(i)].

UIFSA's core concept is continuing, exclusive jurisdiction (CEJ).

CEJ is a linchpin for both "UIFSA" and the "federal Full Faith and Credit for Child Support Orders Act (FFCSOA)"; therefore, CEJ is also tied directly to that "agreement" of record in the issuing state [court] within the country of origin [UIFSA 701(6)(A)]. For example, the "support agreement" MCL 552.604(3)(b) Michigan as the issuing state [court CEJ "support order"], and the United States is the country of origin. If the child support order was NOT issued in Michigan refer to the Michigan Judicial Institute's Modification of a "foreign support order checklist"; "outside this state" ["foreign support agreement"]

[UIFSA 701(6)(A)] means a location in another state or country, regardless of whether the country is or is not a "foreign country" [uniform state law – binding record law].

8-20

The 1984 child support amendments required States to limit the role of the courts significantly by implementing administrative or judicial expedited processes. States are required to have quasi-judicial or administrative systems to expedite the process for obtaining and enforcing a support order. Since 1993, States have been required to extend these expedited processes to paternity establishment.

Most child support officials view the growth of expedited administrative processes as an improvement in the child support program. An expedited judicial process is a legal process in effect under a State's judicial system that reduces the processing time of establishing and enforcing a support order. To expedite case processing, a "judge surrogate" is given authority to: take testimony and establish a record, evaluate and make initial decisions, enter default orders if the noncustodial parent does not respond to "notice" or other State "service of process" in a timely manner, accept voluntary acknowledgment of support liability and approve stipulated agreements to pay support. In addition, if the State establishes paternity using the expedited judicial process, the surrogate can accept voluntary acknowledgment of paternity. Judge surrogates are sometimes referred to as court masters, referees, hearing officers, commissioners, or presiding officers.

The purpose of an expedited administrative process is to increase effectiveness and meet specified processing times in child support cases and paternity actions. Federal regulations specify that 90 percent of cases must be processed within 3 months, 98 percent within 6 months, and 100 percent within 12 months.

The Federal regulations also contain additional requirements related to the expedited process. Proceedings conducted pursuant to either the expedited judicial or expedited administrative process must be presided over by an individual who is not a judge of the court. Orders established by expedited process must have the same force and effect under State law as orders established by full judicial process, although either process may provide that a judge first ratify the order. Within these broad limitations, each State is free to design an expedited process that is best suited to its administrative needs and legal traditions.

Under the 1996 welfare reform law, the expedited procedure rules were broadened to cover modification of support orders. The new law also required that State tribunals--whether quasijudicial or administrative--must have statewide jurisdiction over the parties and permit intrastate case transfers from one tribunal to another without the need to refile the case or reserve the respondent. In addition, once a support/paternity order is entered, the tribunal must require each party to file and periodically update certain information with both the tribunal and the State's child support case registry. This information includes the parent's SSN, residential and mailing addresses, telephone number, driver's license number, and employer's name, address, and telephone number.

UIFSA includes a transitional procedure for the eventual elimination of existing multiple support orders in an expeditious and efficient manner. To begin the process toward a one-order system, UIFSA provides a relatively straight-forward decision matrix designed to identify a single valid order that is entitled to prospective enforcement in every State. This process is referred to as determination of controlling order (DCO). UIFSA specifies in detail how the DCO should be made. If only one child support order exists, it is the controlling order irrespective of when and where it was issued and whether any of the individual parties or the child continues to reside in the issuing State.

If only one issuing state child support order exists, it is the controlling order irrespective of whether any of the individual parties or the child continues to reside in the issuing state, UIFSA includes (intrastate cases) hence "continues to reside in the issuing State".

Title 45 Subtitle B Chapter III Part 303

Initiating [issuing] State IV-D agency responsibilities.

§ 303.7(a) *General responsibilities.* A State IV-D agency must:

§ 303.7(b) *Central registry.*

Michigan Comp. Laws § 722.627(7)(1)

Michigan Comp. Law § 722.627(7)(5)

Michigan Comp. Laws § 722.627(7)(6)

§ 303.7(c) *Initiating State IV-D agency responsibilities.* The initiating State IV-D agency must:

[§ 303.7\(c\)\(1\)\(2\)\(3\)\(4\)\(i\)\(ii\)\(5\)\(11\)](#)

§ 303.11 *Case closure criteria.*

MCL 552.517 Section 17. (1)(f)(v) That the order was based on incorrect facts.

UIFSA's CEJ linchpin is tied to a valid support order and that valid support order is tied to an agreement of record, issuing state court continuing, exclusive jurisdiction (CCEJ)'s documentation submitted-case construct (child support establishment) meets the requirements of UIFSA, UIFSA criteria for recognition & enforcement of a valid support order ["outside this state"]. UIFSA's Principal, CEJ is tied to a valid support order because of "principle" [the principle part of every "thing" is the beginning] and for "effect" [criterion], this means that exclusive jurisdiction aims to recognize that only a single state or foreign country at a time may issue valid child support (this is that part of family law [documentation] establishing a support order) in all child support cases since

the welfare reform federal legislation Pub. L. 104-193, 110 Stat. 2105 (1996) and means, Local Law [MCL 552.604(3)(b)] in conformity to UIFSA law and procedure UIFSA 701(6)(A), meeting constitutional muster on a case-by-case basis this is the principle record prerequisite [UIFSA's linchpin to] into, continuing, exclusive jurisdiction, CEJ Linchpin; Utilitarian Record Mechanism, designed to be useful or practical rather than attractive. [Again] [Due Process] "At each step in the action sought to be taken against him." **§ 567 CONSTITUTIONAL LAW 16A C.J.S.**

UNIVERSAL LEGAL MAXIMS OF LAW

Quae ab initio non valent, ex post facto convalescere non possunt.

Things invalid from the beginning cannot be made valid by a subsequent act.

Pacta aliquid licitum est quod sine pacto non admittatur.

By agreement (or contract) something is permitted that, without agreement, is not allowed. • Coke continues, "but not in violation of public law." Co. Litt. 166.

Sublato principali, tollitur adjunctum.

When the principal has been taken away, the *adjunct* is also taken away.

The principal means [taken away] the payer's parties' "support agreement" of record adjunct means the issuing "support order" that which in turn endorses, supports, and enforces that "arrangement" [support order that ensued] [is also taken away] [void] in the concrete case # issued by the county, IV-D case # issued by the state, in the country of origin. Federal Case Registry (FCR) is a database maintained by the federal government and is a repository of **all** [intrastate] [interstate] **child support cases** [**UIFSA**] in the United States. The FCR proactively matches individuals on child support cases in different [UIFSA] states and returns potential matches back to all [UIFSA] states that share a common individual; a global uniform [consent of] record system, binding on the states.

A NEW GLOBAL FAMILY LAW [Interstate Family Support Act]

Uniform State laws, processes, & procedures, [and International Law], establishing a valid support order, "one-order" world IGO system, and child support forum. Local Law, UIFSA provides the law of the forum apply, uniform state law in all cases governing child support since 1996 federal legislation "Welfare Reform" binding on the States and state political subdivisions for UIFSA and the Convention to have an effect, uniform processes, and uniform procedures evidence-based case-specific child-support and effected private constitutional due process UIFSA 701(6)(A)(i). Compromise on Personal Jurisdiction, jurisdiction based upon parties' agreement, or jurisdiction based upon parental responsibility agreement UIFSA 701(6)(A)(i) record criteria (the arrangement in

the concrete case that meets criteria for recognition and enforcement) of a valid support order, private **obligation “thing” in commerce a private right**, hence obligation in commerce means all cases under the IGO and/or under the Convention, see intergovernmental organization AND international governmental organization BOTH abbreviated (IGO). States and political subdivisions that enforce and collect support are eligible to receive as an incentive percentage of collections, made in all cases, regardless of family wealth the payer party’s parental support agreement of record, hence “Incentive Parents”.

[SSA Title IV Welfare Services](#)

Is administered by the U.S. Department of Health and Human Services.

[Intergovernmental Reference Guide \(IRG\)](#)

U.S. Department of Health and Human Services & Administration for Children & Families, Office of Child Support Enforcement. Public User Access, find your state.

[Title IV \(Welfare\), Part D—Child Support Services.](#)

The Office of Child Support Enforcement administers the child support program under welfare’s child support services.

[SSA Section 454\(22\). \[42 U.S.C. 654\(22\)\]](#)

In order for the State to be eligible to receive any incentive payments under SSA Section 458, — taking into account the efficiency and effectiveness of the activities carried out under the State plan by a political subdivision; Title 45 U.S. Code § 302.34(a), [compliance].

[SSA Section 458. Incentive Payments to States \[42 U.S.C. 658a\]](#)

Even with personal jurisdiction without an agreement, there is no subject-matter jurisdiction; the obligee submits to the jurisdiction of a tribunal of this state, either expressly or by defending on the merits of the case without objecting to the jurisdiction at the first available opportunity. Child Support Enforcement Forum, MCL 552.604(3)(b) voluntary by agreement UIFSA 701(6)(A)(i), Authorization of Appropriations 42 U.S.C. 651, for the care of children/support of children MCL 552.501(2), MiCSES’s *IV-D Case Number, [MICHIGAN IV-D ACTION TRANSMITTAL 2006-025]* as Michigan’s single case identifying (ID) number on all IV-D cases and court orders that are sent to the FCR and/or for reporting to the Federal Case Registry (FCR). The FCR is a database maintained by the federal government. It is a repository of all child support cases in the United States. The federal Office of Child Support Enforcement (OCSE) is the Central Authority for the U.S., however, because child support programs are administered at the state level in the U.S., OCSE has delegated many of the duties of the Central Authority to offices the state child support agencies, [Michigan] county IV-D offices state-level contact to begin case processing/case establishment/establishing a record, uniform record mechanism/uniform global forum/uniform processes & procedures compliance,

state court/county IV-D agency/political subdivision compliance Title 45 U.S. Code § 302.34(a).

A state that issues a [valid] support order consistent with that state's law or foreign country's law is the only state or foreign country that can change this order as long as one of the parties or the child lives there. CEJ rules of UIFSS/FFCCSOA, CLEAR RULES REGARDING THE RECOGNITION AND ENFORCEMENT OF THE ARRANGEMENT IN THE CONCRETE CASE "maintenance arrangements" "private agreements" require certification upon a challenge or appeal, see Art. 25 of the 2007 Convention, recognition and enforcement under the condition that such voluntary "maintenance arrangement" "private agreement" [negotiated] between parents be enforceable as a decision in the State of origin.

Michigan, as the issuing state "issuing state court continuing, exclusive jurisdiction CCEJ, "all cases under UIFSA since welfare reform legislation" WHEREFORE, UIFSA 701(6)(A)(i) is BINDING ON THE ISSUING STATE OF MICHIGAN, UIFSA's uniform utilitarian evidentiary provision [consent] [private right] "record prerequisite" (uniform process) UIFSA construct - the inclusion of a "foreign support agreement" binding on the parties in the country of origin UIFSA 701(6)(A)(i). In the United States, this uniform evidence record mechanism universal process provides for recognition and enforcement of child support in some of the likely Convention countries; Michigan codified UIFSA as MCL 552.2101.

UIFSA [§701] RULES, all child support "obligation" is to the State [plan] and must be established in conformity with uniform processes — UIFSA construct, case processing "establishment", and is an evidence record "mechanism" [process of law] [prerequisite]. In Michigan 552.2205, a tribunal of this state that has issued a [valid] child-support order [inside this State] consistent with the law of this state has and shall exercise continuing, exclusive jurisdiction to modify its child-support order if the order is the controlling order... Also see the definition of, "Outside this State" as defined under UIFSA, while taking notice of UIFSA §701(6)(A)(iii) modification.

MCL 552.604(3)(a)(iii) For a friend of the court case, an agreement by the payer...

MCL 552.604(3)(b) The parties enter into a written agreement that is reviewed and entered in the record by the court... UIFSA §701(6)(A) compliance binding on the issuing state court tribunal Title 45 U.S. Code § 302.34(a), and compliance binding on Title IV-D staff see, Cooperative Reimbursement Program (CRP) refers to the contract entered into by the state and the counties, and Contract Performance Standards (CPS) refers solely to the performance standards newly established *within* the Cooperative Reimbursement Program, Ref: 45 Code of Federal Regulations (CFR) 302.34.

U.S. Constitution “law of the land”

U.S. Constitution art. VI, Cl.2.; Hague Child Support Convention (Convention).

The Convention is a multilateral treaty “law of the land” which binds the United States to assure [state] [county] [political subdivision] compliance on the Key mechanism for enforcing the requirements of UIFSA (2008)/Convention, UIFSA 701(6) record criteria.

A Treaty into State Law: The UIFSA Experience, at home and abroad, all cases under the uniform state law binding for the global UIFSA/Convention, to have an/in effect, see: [Pub. L. 104-193, 110 Stat. 2105 \(1996\)](#).

PUBLIC LAW 104–193—AUG. 22, 1996

110 STAT. 2221

“(B) any individual who is subject to a divorce decree, support order, or paternity determination or acknowledgment be placed in the records relating to the matter; and

“(C) any individual who has died be placed in the records relating to the death and be recorded on the death certificate.

For purposes of subparagraph (A), if a State allows the use of a number other than the social security number, the State shall so advise any applicants.”.

Subtitle C—Streamlining and Uniformity of Procedures

SEC. 321. ADOPTION OF UNIFORM STATE LAWS.

Section 466 (42 U.S.C. 666) is amended by adding at the end the following new subsection:

“(f) UNIFORM INTERSTATE FAMILY SUPPORT ACT.—In order to satisfy section 454(20)(A), on and after January 1, 1998, each State must have in effect the Uniform Interstate Family Support Act, as approved by the American Bar Association on February 9, 1993, together with any amendments officially adopted before January 1, 1998 by the National Conference of Commissioners on Uniform State Laws.”.

SEC. 322. IMPROVEMENTS TO FULL FAITH AND CREDIT FOR CHILD SUPPORT ORDERS.

Section 1738B of title 28, United States Code, is amended—

(1) in subsection (a)(2) by striking “subsection (a)” and

In order to satisfy Social Security Law section 454(20)(A) each State must have in effect the Uniform Interstate Family Support Act; in effect UIFSA 701(6) RECORD CRITERIA, UTILITARIAN DOCUMENT EVIDENCE for uniformity of forum, uniformity of procedures, and/or uniform child support services “outside this state” issuing the original controlling child support order, holding continuing, exclusive jurisdiction. In order to satisfy the global child support forum, for UIFSA/Convention to have effect; uniformity of procedures. UIFSA’s record mechanism [consents of record] in the United States “at home” and “abroad” the UIFSA Experience “one-order” world system regardless of whether or not the parents or child later move to another state and/or move abroad.

UIFSA's "one order, one time, one place" construct, UIFSA's continuing, exclusive jurisdiction as a linchpin.

UIFSA's consent requirement strictly construed by U.S. Courts with Title 45 U.S. Code § 302.34(a) compliance (documents that meet the requirements of UIFSA) binding on the issuing state court tribunal, the agreement in a record and enforced as a judgment, order, or decree in the issuing country and regardless of whether the country is or is not a "foreign country". UIFSA's special evidentiary provisions.

Continuing, Exclusive Jurisdiction (CEJ) in United States Child Support Cases

All U.S. states have enacted the Uniform Interstate Family Support Act (UIFSA), as approved by the Uniform Law Commission (ULC) in 2008, in order to receive federal funding for their child support programs [42 U.S.C. §666(f)]. UIFSA applies to interstate cases in the U.S. and to cases involving foreign countries.

UIFSA is built on a "**one order, one time, one place**" construct. A U.S. tribunal may not enter a current support order where a valid one already exists. The support order that governs prospective *current* support is known as the "controlling order".

UIFSA's core concept is **continuing, exclusive jurisdiction (CEJ)**. So long as an individual party or the child resides in the "issuing state" (the state of the tribunal which issued the controlling order), that tribunal retains CEJ - exclusive jurisdiction to *modify* its order, upon proper petition. Though the language differs, the federal Full Faith and Credit for Child Support Orders Act (FFCSOA) also adopts CEJ as a linchpin (28 U.S.C. §1738B). Whether an issuing tribunal has CEJ is determined at the time a party files a modification petition. An order modifying the controlling order which was entered in violation of the CEJ rules of UIFSA/FFCSOA later may be determined by a U.S. tribunal to be void and unenforceable.

Generally, the issuing tribunal no longer has CEJ and loses the authority to prospectively modify its current child support order when the parties and the child have left the issuing state.² There are two exceptions in UIFSA: (1) no one resides in the issuing state but both of the individual parties consent in the record for the tribunal to retain CEJ; or (2) at least one party remains in the state but the parties agree in writing to vest jurisdiction in another state.³

If the issuing state loses CEJ, UIFSA §611 provides rules under which a tribunal in another state determines whether or not it has the authority to modify the issuing state's order. The party seeking the modification must register the controlling order in the other party's state – in other words, "play away". The tribunal where modification is sought must find the following: the state which issued the controlling order does not have CEJ; the petitioner is a non-resident; *and* the tribunal may obtain personal jurisdiction over the respondent. If a support order is modified consistent with UIFSA, the modifying tribunal's order becomes the controlling order.⁴ Thus, as the issuing state, it now has CEJ to modify the new controlling

¹ U.S. courts generally have held the modified order void because the modifying tribunal lacked subject matter jurisdiction by failing to meet the CEJ requirements of UIFSA.

² UIFSA also covers spousal support orders. Contrary to the rules for child support, only the issuing jurisdiction may modify a spousal support order regardless of whether or not the parties are present in the issuing state.

³ UIFSA's consent requirement has been strictly construed by U.S. courts. Filing a petition asking for a modification does not meet this requirement. See CH 311 §205.

⁴ The modifying tribunal may not modify any provision of the order not subject to modification in the issuing state, including the duration of the support obligation.

UIFSA's most revolutionary concept is its "one-order system" to resolve the problems associated with URESA's multiple orders. Under UIFSA, once a support order is entered, that order controls the child support obligation regardless of whether the parents or child later move to another state. This "one order" is called the Controlling Order.

MCL 552.604(3)(b) / UIFSA 701(6)(A) / Parties are almost always a child's parents occasionally a court may recognize other people and agencies as parties to a [IV-D] case. The payer and/or obligor party consent agreement is always a party to a child support enforcement case, income withholding by operation of law. Amicable solutions between parents, voluntary by agreement MCL 552.501(2). Michigan uses a judicial process to establish a support obligation. Some enforcement activities are administrative MCL 552.517.

This brochure summarizes the 2008 Uniform Interstate Family Support Act (UIFSA) that allows other states, foreign countries, and tribes to work together in the collection of court-ordered child support.

BACKGROUND

In Michigan, UIFSA is codified as MCL 552.2101. UIFSA can best be described as one order, at one time, in one place for each combination of payer and child. This means that only a single state or foreign country at a time may issue a child support court order. The state or foreign country that issues the original order holds what UIFSA calls "Continuing, exclusive jurisdiction" (CEJ) of the order. CEJ can be lost (transferred) to another state or foreign country if there are circumstances that allow it.

The following definitions will help you understand how UIFSA works:

Continuing, exclusive jurisdiction (CEJ) – A state or foreign country that issues a support order consistent with that state's or foreign country's law is the only state or foreign country that can change this order as long as one of the parties or the child lives there.

Controlling order – If there is more than one order, the controlling order is the support order that has priority over any other order.

Current support – The amount of money that has been ordered to be paid on a regular basis for the care of a child. Current support may include dollar amounts for child care, health care, court costs, and fees.

Party – The case's plaintiff or defendant. Parties are almost always a child's parents. Occasionally a court may recognize other people and agencies as parties to a case.

Moving party – The party, state, or foreign country that asks a court to order something.

Past-due support – Support money that was owed but not paid in the past and is still owed.

Registering party – A party who seeks to register an order in another state or foreign country.

Registration – The process for having an order from one state or foreign country recognized and enforced by another state or foreign country.

Support order – A court's order to pay child or spousal support. Also called a "judgment," "decree," or simply "order."

UNIFORM INTERSTATE FAMILY SUPPORT ACT (EXCERPT)
Act 255 of 2015

552.2205 Issuance of child-support order; continuing, exclusive jurisdiction; modification; recognition of jurisdiction of another state; ex parte order.

Sec. 205.

(1) A tribunal of this state that has issued a child-support order consistent with the law of this state has and shall exercise continuing, exclusive jurisdiction to modify its child-support order if the order is the controlling order and either of the following applies:

(a) At the time of the filing of a request for modification, this state is the residence of the obligor, the individual obligee, or the child for whose benefit the support order is issued.

(b) Even if this state is not the residence of the obligor, the individual obligee, or the child for whose benefit the support order is issued, the parties consent in a record or in open court that the tribunal of this state may continue to exercise jurisdiction to modify its order.

(2) A tribunal of this state that has issued a child-support order consistent with the law of this state may not exercise continuing, exclusive jurisdiction to modify the order if either of the following applies:

(a) All of the parties who are individuals file consent in a record with the tribunal of this state that a tribunal of another state that has jurisdiction over at least 1 of the parties who is an individual or that is located in the state of residence of the child may modify the order and assume continuing, exclusive jurisdiction.

(b) Its order is not the controlling order.

(3) If a tribunal of another state has issued a child-support order according to the uniform interstate family support act or a law substantially similar to that act that modifies a child-support order of a tribunal of this state, tribunals of this state shall recognize the continuing, exclusive jurisdiction of the tribunal of the other state.

(4) A tribunal of this state that lacks continuing, exclusive jurisdiction to modify a child-support order may serve as an initiating tribunal to request a tribunal of another state to modify a support order issued in that state.

(5) A temporary support order issued ex parte or pending resolution of a jurisdictional conflict does not create continuing, exclusive jurisdiction in the issuing tribunal.

History: 2015, Act 255, Eff. Jan. 1, 2016

Presenting the “thing” this way... support obligations are functionally contracts, such obligations are “things” in commerce UIFSA LAW, intrastate and interstate child support case records local portal - global effect, IGO, CSE, forum.

support obligations. Because child support orders that require a parent in one state to make payments to a person in another state are functionally equivalent to interstate contracts, see Sage, 92 F.3d at 106, such obligations are “things” in interstate commerce. Thus, it is appropriate for Congress to enact legislation that will prevent their nonfulfillment. On this basis, the

THE NEW GLOBAL FAMILY LAW

A “one-order system” “one-order” world, support obligations are functionally equivalent to interstate contracts, such are **“things”** in interstate commerce, hence UIFSA §701(6)(A) is the same MCL 552.604(3)(b) **“thing”**, and is a utilitarian-evidence-record-mechanism, document evidence, case establishment, in the issuing state court tribunal, constitutional this is due process (a private right to contract in the unlimited) UIFSA CONSTRUCT—UNIFORM RECORD CRITERIA COMPLIANCE FOR THE UIFSA/CONVENTION TO HAVE EFFECT/UNIFORM PROCESSES FOR RECOGNITION AND INFOCEMENT OF A VALID SUPPORT ORDER, A VOLUNTARY WORLDWIDE (PROCESS OF

LAW) CONSTITUTIONAL DUE PROCESS INTO THE CHILD SUPPORT ENFORCEMENT FORUM.

Written Factual Record Paramount

It must always be kept in mind that the written record is the thing that counts. Administrative determinations of law (other than determinations of their own jurisdiction) are persuasive but not binding *see*, Consolidated Edison Company v. NLRB, 305 U.S. 197 (1938). But under the Administrative Procedure Act, the Court must look not only to the evidence presented by the agency but to "the whole record."

SUPPORT AND PARENTING TIME ENFORCEMENT ACT (EXCERPT) Act 295 of 1982

552.604 Support order to provide for order of income withholding; order of income withholding by operation of law; notice; effective date of order.

Sec. 4.

- (1) After July 1, 1983, each support order entered or modified by the circuit court shall provide for an order of income withholding.
- (2) Each support order entered by the circuit court on or before July 1, 1983 shall be considered to provide for an order of income withholding by operation of law, and income withholding shall be implemented under the same circumstances and enforced in the same manner as in the case of orders of income withholding required by subsection (1). The office of the friend of the court shall send notice of the provisions of this subsection by ordinary mail to each payer under a support order entered by the circuit court on or before July 1, 1983 to whom this subsection applies.
- (3) An order of income withholding in a support order including consideration of any abatements of support entered or modified after December 31, 1990, shall take effect immediately unless 1 of the following applies:
- (a) The court finds, upon notice and hearing, that there is good cause for the order of income withholding not to take effect immediately. For purposes of this subdivision, a finding of good cause shall be based on at least all of the following:
- (i) A written and specific finding by the court why immediate income withholding would not be in the child's best interests.
 - (ii) Proof of timely payment of previously ordered support, if applicable.
 - (iii) For a friend of the court case, an agreement by the payer that he or she shall keep the office of the friend of the court informed of both or the following:
- (A) The name, address, and telephone number of his or her current source of income.
 - (B) Any health care coverage that is available to him or her as a benefit of employment or that is maintained by him or her; the name of the insurer; the policy, certificate, or contract number, and the names and birth dates of the persons for whose benefit he or she maintains health care coverage under the policy, certificate, or contract.
- (b) The parties enter into a written agreement that is reviewed and entered in the record by the court that provides for all of the following:
- (i) The order of income withholding shall not take effect immediately.

Local Law MCL 552.604(3)(a)(iii), and UIFSA process & Law — record mechanism in The United States, this mechanism provides across the board recognition enforcement. **Title 42 U.S. Code § 666(f)**, UIFSA §701(6)(A), **Uniform State Law MCL 552.604(3)(b); Title 42 U.S. Code § 666(c)(1)(F)**, MCL 552.604(1), income withholding by operation of law means "the due process for establishing a valid support order" — through taking testimony and establishing a record (document evidence) of "an agreement by the payer that is reviewed and entered in the record by the court" and is endorsed, supported, and enforced by a [UIFSA] state court issuing an original controlling support order and holding continuing, exclusive jurisdiction [UIFSA] to modify its own orders (in the country of origin) the place where the original agreement was made. Again, this is the due process arrangement in the concrete case [consent] [voluntary] [agreement] to meet constitutional muster & [UIFSA 701] requirements of enforceability, within the new global child support enforcement forum-IGO system, a uniform (utilitarian-

evidence record-mechanism) global family law system—local county portal, UIFSA Effect in effect since welfare reform. A [welfare] [Part D] service available to all families, [uniform] State Law—process & procedure in the issuing State court [record], CEJ regardless of family wealth, regardless of if the family later moves abroad, or not.

of the states' traditional responsibility for family law, and have not been part of the U.S. foreign relations or consular role. As a result, these will require a much more extensive interface with state law, and have much broader implications for the general family law system.

After four years of treaty negotiations, the United States signaled its strong support for the 2007 Maintenance Convention by signing it at the conclusion of the diplomatic session that approved its text.³⁸ U.S. enthusiasm was made possible by the federal child support enforcement program developed under Title IV-D of the Social Security Act, and many years of experimentation with bilateral cooperation agreements at both the state and federal level. Implementation of the Maintenance Convention will occur in 2016, using the leverage provided by the IV-D program and amendments to the Uniform Interstate Family Support Act (UIFSA).³⁹ States are required to enact the new version of UIFSA to continue receiving federal funding for child support enforcement, which amounts to more than \$3.4 billion a year.

In 2010, Hillary Clinton signed the Child Protection Convention as the U.S. Secretary of State.⁴⁰ Amendments to the Uniform Child Custody Jurisdiction and Enforcement Act (UCCJEA) have been prepared to implement the Convention at the state level, but the challenges are much greater here than in the child support area.⁴¹ Enactment of the UCCJEA amendments could be tied to the state funding for federal child welfare programs, but the amounts appropriated for these programs are considerably less than the funding for child support enforcement, and it is not clear that all states would agree to participate. Enacting legislation is difficult in the current Congress, even when

84. The definition of "maintenance arrangements" is meant to encompass both authentic instruments and private agreements.¹⁰⁵ Article 30 stipulates under which conditions a maintenance arrangement made in a Contracting State is entitled to recognition and enforcement.

85. The Borrás / Degeling Report explains that Article 30 is the result of long discussions on the inclusion of authentic instruments and private agreements in the scope of the 2007 Convention, reflecting the legal diversity on how different legal systems make use (or not) of these instruments in their domestic law. The inclusion of these instruments was deemed desirable due to the "growing tendency to promote amicable solutions and to avoid contentious procedures in several States". The Report further notes that "[i]n view of the movement towards alternative methods of dispute resolution, it is important to have a mechanism that provides for the recognition and enforcement of private agreements and authentic instruments which may result from these dispute resolution systems."¹⁰⁶

86. According to Article 30(1) of the 2007 Convention, maintenance arrangements made in a Contracting State are entitled to recognition and enforcement under the condition that such an authentic instrument or private agreement be enforceable as a decision in the State of origin. It follows from this that an agreement that is enforceable as a contract rather than a decision will not fall within the scope of this Chapter.¹⁰⁷

87. Article 30(2) enumerates the required documents to accompany an application for recognition and enforcement of a maintenance arrangement, namely a complete text of the maintenance arrangement¹⁰⁸ and a document stating that the particular maintenance arrangement is enforceable as a decision in the State of origin.¹⁰⁹

88. The 2007 Convention is noteworthy for the fact that by seeking to cope with the legal diversity concerning the use of instruments dealing with maintenance obligations under domestic law by different legal systems, it covers a broad range of such instruments, ranging from decisions rendered by a judicial or administrative authority, including settlements or agreements concluded before or approved by such an authority, to other arrangements including authentic instruments and private agreements.

89. In particular, by covering maintenance arrangements including private agreements under certain conditions, the Convention responds to the need for clear rules regarding the recognition and enforcement of voluntary agreements between parents. The 2007 Convention contributes in this regard to the promotion of amicable solutions taking into account that voluntary compliance is a desirable outcome in child support cases since it results in fewer demands on the Central Authority for enforcement measures, and avoids the costs and delays involved in judicial proceedings. The willingness of the Convention drafters to accommodate and encourage within the international framework voluntary

¹⁰⁵ See the Borrás / Degeling Report (*op. cit.* note 101), p. 75, para. 72.

¹⁰⁶ *Ibid.*, p. 187, para. 552.

¹⁰⁷ *Ibid.*, p. 187, para. 554.

¹⁰⁸ It is not required that the copy of the text of the maintenance arrangement is certified by the competent authority of the State in which it was made, see Art. 25 of the 2007 Convention that requires such certification only upon a challenge or appeal or upon require by the competent authority in the State addressed.

¹⁰⁹ It is not important that a certain form of arrangement is enforceable according to the law of the State of origin, but that the arrangement in the concrete case meets the requirement of enforceability as a decision in the State of origin, see the Borrás / Degeling Report (*op. cit.* note 101), p. 187, para. 558.

If the child-support order was NOT issued in Michigan, it is referred to as a "Foreign Support Order."

Modification of an Intrastate Support Order Checklist

One of the primary purposes of the Uniform Interstate Family Support Act (UIFSA), MCL 552.2101 *et seq.*, is to provide a means for modifying support orders across state lines and foreign countries subject to "the Convention on the International Recovery of Child Support and Other Forms of Family Maintenance, concluded at The Hague on November 23, 2007." MCL 552.2102(c); MCL 552.2305(2)(a); MCL 552.2704(2)(c). If the child-support order was issued in Michigan, the Michigan court may, in certain circumstances, retain its continuing, exclusive jurisdiction as long as one of the individual parties or the child continues to reside in Michigan and the parties do not agree otherwise. See MCL 552.2205(1). If the spousal-support order was issued in Michigan, the Michigan court has continuing, exclusive jurisdiction to modify the spousal-support order throughout the existence of the support obligation, and MAY either request another state to enforce the spousal-support order OR modify its own spousal-support order. MCL 552.2211(1); MCL 552.2211(3).

On receipt of a petition to modify a support order:

- Determine whether the support order was issued in Michigan or outside of Michigan.
 - If the child-support order was NOT issued in Michigan, refer to the Michigan Judicial Institute's *Modification of a Foreign Support Order Checklist*.
 - If this court issued the child-support order, determine whether there is continuing, exclusive jurisdiction to modify the order:¹
 - YES because:

¹ Personal jurisdiction acquired by a Michigan tribunal in a proceeding under the UIFSA or other Michigan law relating to a support order continues as long as a Michigan tribunal has continuing, exclusive jurisdiction to modify its order or continuing jurisdiction to enforce its order. MCL 552.2202.

If the child-support order WAS issued in Michigan its referred to as a "Foreign Support Order" "Outside this State" regardless of whether the country is or is not a "foreign country".

Convention References: Article 3 (Definitions); Article 30 (Maintenance arrangements)

Outside this State: The phrase “outside this state” (§ 102(18)) means a location in another state or a country, regardless of whether the country is or is not a “foreign country.” It is used when the application of a provision is to be as broad as possible, for example in UIFSA’s special evidentiary provisions § 316 - 318.

Requesting and Requested State: These terms are used in the Convention to

[UIFSA 701. Definitions]

(6) “Foreign support agreement”:

(A) means an agreement for support in a record that:

- (i) is enforceable as a support order in the country of origin;
- (ii) has been:
 - (I) formally drawn up or registered as an authentic instrument by a foreign tribunal; or
 - (II) authenticated by, or concluded, registered, or filed with a foreign tribunal; and
- (iii) may be reviewed and modified by a foreign tribunal; and

(B) includes a maintenance arrangement or authentic instrument under the Convention.

UIFSA 2008

Calls such an arrangement a “foreign support agreement” according to UIFSA Section 701. Definitions.

Other Provisions

Rules of Evidence

A purely private agreement such as a separation agreement is treated as a type of contract, rather than a support order (Other Provisions – Rules of Evidence), must see Official Comment to Section 710, Unif. Interstate Family Support Act 2008.

“Advantages for enforcement of child support binding on the parties in the country of origin stem from the inclusion of a foreign support agreement.”

In the United States, this mechanism provides for recognition and enforcement of a dispute resolution system. Convention source: art. 3. Definitions; art. 30. Maintenance arrangements.

- The foreign tribunal lacks or refuses to exercise jurisdiction to modify its support order or issue a new support order.

Foreign support agreement. In the United States, a purely private agreement such as a separation agreement is treated as a type of contract, rather than a support order. As such, it is not enforceable under UIFSA. Outside of the United States, many countries recognize and enforce certain types of agreements that are called “maintenance arrangements.” The 2007 Family Maintenance Convention standardizes a process for recognition and enforcement of maintenance arrangements. In order to use a term “more readily understandable for U.S. bench and bar,”¹⁰ UIFSA 2008 calls such an arrangement a “foreign support agreement.” According to section 701, foreign support agreement:

- (A) means an agreement for support in a record that:
- (i) is enforceable as a support order in the country of origin;
 - (ii) has been:
 - (I) formally drawn up or registered as an authentic instrument by a foreign tribunal; or
 - (II) authenticated by, or concluded, registered, or filed with a foreign tribunal; and
 - (iii) may be reviewed and modified by a foreign tribunal; and
- (B) Includes a maintenance arrangement or authentic instrument under the Convention.

Section 710 addresses the recognition and enforcement of a registered foreign support agreement. Most importantly, UIFSA requires that the agreement must be accompanied by a document stating that the foreign support agreement is as enforceable as a support order would be in the country of origin. According to the official comment, if the agreement is enforceable only as a contract, it will not fall within the scope of this section. Another key provision is that under subsection (e), a proceeding for recognition and enforcement of a foreign support agreement must be suspended during the pendency of a challenge or appeal of the agreement before a tribunal of another state or a foreign country.

Translation. Pursuant to section 713, a record filed with a state tribunal must be in the original language and, if not in English, must be accompanied by an English translation.

Other Provisions

Rules of Evidence

One of the most important principles underlying UIFSA has been and remains utilitarian evidentiary provisions. The 2001 and 2008 amendments to section 316 further strengthen the intent of this section, “to assure that the tribunal will have available to it the maximum amount

¹⁰ Official Comment to Section 710, Unif. Interstate Family Support Act 2008.

OFFICIAL COMMENT TO SECTION 710, UNIF. INTERSTATE FAMILY SUPPORT ACT 2008

Comment

Section 701(6) provides an extensive definition of a “foreign support agreement,” which is UIFSA terminology to make more readily understandable for U.S. bench and bar a process that is denominated as a “maintenance arrangement” in the Convention. Subsection (e) requires a state tribunal to recognize and enforce a foreign support agreement if the terms of this section are met. Most crucially, such an agreement must be accompanied by a document stating that the foreign support agreement is as enforceable as a support order would be in the country of origin.

This section basically translates into common parlance the procedure identified in Convention art. 30, which was the result of a very extended discussions about “authentic instruments and private agreements” during the negotiations on the Convention. In many countries, such an agreement is unknown insofar as enforcement by a tribunal is concerned. In the United States, a purely private agreement is treated as a form of contract, rather than as an order of a tribunal. Under the Convention, however, a foreign support agreement meeting the standards established in this section, and as defined in Section 701(6), is entitled to enforcement by the tribunal. Advantages for enforcement of child support binding on the parties in the country of origin stem from the inclusion of a foreign support agreement because there is a growing tendency internationally to promote amicable solutions and avoid contentious procedures. In view of the movement towards alternative methods of dispute resolution in the United States, this mechanism provides for recognition and enforcement of a dispute resolution system in some of the likely Convention countries. The absence of this provision would have been a loss for the Convention, and limited its usefulness for support agreements, particularly in the Scandinavian countries. Although the possibility of a reservation is available, the United States has not indicated that it intends to make such a reservation.

To reiterate, the key to enforcement is that the foreign support agreement must be “enforceable as a decision” in the foreign country of its origin (quoting the Convention). If such an agreement is enforceable only as a contract, it will not fall within the scope of this section. Another key provision is that under subsection (e) the enforcement proceeding will be suspended if the respondent challenges the underlying agreement in a tribunal that has jurisdiction to hear challenges to the agreement.

Convention source: art. 3. Definitions; art. 30. Maintenance arrangements.

In the case of a modification of a foreign order pursuant to § 615(b), in the U.S., the modified order becomes the controlling order. If a Convention order is modified pursuant to § 711, the modified order will become the controlling order in the U.S. for UIFSA purposes.

If the modification application could not proceed because the order was not recognized, and a new order was established, the new order will be the controlling order under UIFSA.

Convention References: Article 10 (Available applications)

5.5 Modification of a Foreign Support Agreement

Foreign support agreement is defined at § 701(6). It is an agreement of the parties, formally drawn and in a record that has been “authenticated by, or concluded, registered or filed with a foreign tribunal.”¹²⁵ Most importantly, the agreement must be enforceable as a support order in the country where the agreement was made.¹²⁶

The definition of a maintenance arrangement in Article 3 e) of the Convention includes a requirement that the arrangement “may be the subject of review and modification by a competent authority.” UIFSA’s definition of a foreign support agreement includes the requirement that it “may be reviewed and modified by a foreign tribunal” at § 701(6)(A)(iii). Thus, it is clear that, the agreement must be susceptible to modification, and the proper forum is the competent authority in the country where the agreement was made and authenticated.

Neither the Convention nor UIFSA have provisions that would permit modification of a registered foreign support agreement in the U.S. UIFSA 2008 § 711 refers to modification of orders only, and does not include foreign support agreements. Similarly, Article 30(2) of the Convention provides that “maintenance arrangements,” as they are referred to in the Convention, may be treated as “decisions” for purposes of applications for recognition, recognition and enforcement, and enforcement. There is no provision in the Convention or under UIFSA for an application for modification of a foreign support agreement.

Thus, if a party wants to modify the foreign support agreement, the appropriate procedure is for the party to seek modification in the country where the agreement was concluded, and where it is subject to review and modification by a competent authority.¹²⁷

Convention References: Article 3 (Definitions); Article 30 (Maintenance arrangements)

¹²⁵ § 701(6)(A)(ii)(II).

¹²⁶ See discussion in section 3.10 of this Guide.

¹²⁷ Keith, *supra* note 35 at 273.

specifically indicated it requires one), the tribunal must provide one if it is later requested by the other country.⁸²

Convention References: Article 11 (Application contents); Article 25 (Documents)

3.13 Recognition and Enforcement of a Foreign Support Agreement

Certain authentic instruments and private agreements are within the ambit of the Convention. These are termed maintenance arrangements in the Convention, but defined as "foreign support agreements" under UIFSA 2008 to make the process "more readily understandable for [the] U.S. bench and bar."⁸³ The inclusion of maintenance arrangements supports the growing movement towards alternative methods of dispute resolution, and provides a method for recognition and enforcement of private agreements and authentic instruments that might result from these dispute resolution systems.⁸⁴

Convention Reference: Article 30 (Maintenance arrangements)

3.13.1 Requirements for Agreement to be Recognized

Section 701(6) UIFSA 2008 sets out the requirements for the type of agreement that may be recognized in the U.S. It must be an agreement in a record that meets all three of the following criteria:⁸⁵

- It must be enforceable as a support order in the country of origin,
- It must have been formally drawn up or registered as an authentic instrument by a foreign tribunal, or authenticated by, or concluded, registered, or filed with a foreign tribunal, and
- It must be subject to review and modification by a foreign tribunal.⁸⁶

The definition includes a maintenance arrangement or authentic instrument under the Convention.

The essence of the foreign support agreement, therefore, is that it is an agreement negotiated by the parties that has been the subject of some type of official process of authentication so that it is enforceable as a support order in the country of origin.⁸⁷ The application for recognition and enforcement of a foreign support agreement

⁸² As a practical matter, a complete text of the decision, whether certified or not, will be required unless a foreign country has elected to accept abstracts or extracts of orders.

⁸³ Sampson and Brooks, *supra* note 11, Comment to § 710 at 323.

⁸⁴ *E.R.*, *supra* note 21, para. 552.

⁸⁵ § 701(6).

⁸⁶ This is not a Convention rule, but is a condition for recognition of the agreement in the United States. See Keith, *supra* note 35 at 273, fn 106. It does not appear the agreement can be modified in this country. The agreement is in the form of a contract but it must be enforceable as if it were a decision. There should be a Statement of Enforceability from the issuing country. Keith, *supra* note 35 at 271.

⁸⁷ Keith, *supra* note 35 at 270, V. Foreign Support Agreements.

To ensure that procedures encourage and assist parties voluntarily by agreement support of children funds for the care of children 42 U.S. Code § 651, for the purpose of obtaining child support (enforcing the support obligations) available under this part to all children (whether or not eligible for assistance under a State program funded under part A), such assistance is requested [by operation of law MCL 552.604(3)(b) and UIFSA 701(6)(A)], there is hereby authorized. Authorization of Appropriations § 651; the very nature of an agreement is that it's voluntary, for a valid support order since welfare reform, a uniform child support forum. Appropriations, hereby authorized by agreement, funds for the care of children, payer party's voluntary private due process (agreement in writing); and constitutionally right!!

FRIEND OF THE COURT ACT (EXCERPT)
Act 294 of 1982

552.501 Short title; purposes and construction of act.

Sec. 1.

(1) This act shall be known and may be cited as the "friend of the court act".

(2) The purposes of this act are to enumerate and describe the powers and duties of the friend of the court and the office of the friend of the court; to ensure that procedures adopted by the friend of the court will protect the best interests of children in domestic relations matters; to encourage and assist parties voluntarily to resolve contested domestic relations matters by agreement; to compel the enforcement of parenting time and custody orders; and to compel the enforcement of support orders, ensuring that persons legally responsible for the care and support of children assume their legal obligations and reducing the financial cost to this state of providing public assistance funds for the care of children. This act shall be construed to promote the enumerated purposes and to facilitate the resolution of domestic relations matters.

History: 1982, Act 294, Eff. July 1, 1983 ;-- Am. 1996, Act 144, Imd. Eff. Mar. 25, 1996

Popular Name: Friend of the Court

Voluntary private agreements between the parent parties [custodial party, obligee/payer party, obligor] is the arrangement in the concrete case, clear rules regarding the recognition and enforcement, and requires certification upon a challenge or appeal, constitutional challenges must come from the parties litigant on a case-by-case bases, child support is evidence-based & case-specific.

UNIVERSAL LEGAL MAXIM OF LAW

Nihil consensui tam contrarium est quam vis atque metue.

Nothing is so opposite to consent as force and fear.

42 U.S. Code § 651 - Authorization of appropriations

For the purpose of enforcing the support obligations owed by noncustodial parents to their children and the spouse (or former spouse) with whom such children are living, locating noncustodial parents, establishing paternity, obtaining child and spousal support, and assuring that assistance in obtaining support will be available under this part to all children (whether or not eligible for assistance under a State program funded under part A) for whom such assistance is requested, there is hereby authorized to be appropriated for each fiscal year a sum sufficient to carry out the purposes of this part.

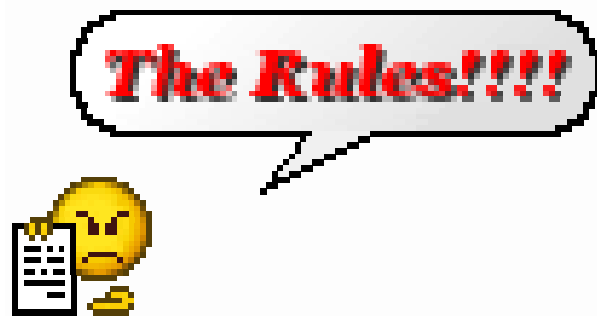
CHILD SUPPORT VOLUNTARY BY AGREEMENT—AUTHORIZATION OF APPROPRIATIONS BY PROCESS OF LAW — THROUGH THE EXECUTION OF PRIVATE RIGHTS — **THE PARTIES' PRIVATE RIGHT TO AN AGREEMENT IN WRITING (CONSENT)** — A LEGALLY ENFORCEABLE BINDING AGREEMENT—COLLECTED BY THE STATE—AND ENFORCED AS “**THE LAW OF THE LAND**” IN ACCORDANCE WITH DUE PROCESS RIGHTS OF THE PARTIES LITIGANT—IN THE COUNTRY/STATE OF ORIGIN—AND ENFOCEABLE ABROAD UNDER THE CONVENTION—A UNIFORM GLOBAL IGO CHILD SUPPORT ENFORCEMENT FORUM—ALL CASES VOLUNTARY BY AGREEMENT—IN THE ISSUING STATE UIFSA DOCUMENTATION RULES CCEJ RECORD FOR STREAMLINED UTILITARIAN EFFECT—CONSTITUTIONAL DUE PROCESS FOR THE GLOBAL SYSTEM TO HAVE EFFECT—REGARDLESS OF FAMILY WEALTH—SINCE WELFARE REFORM FEDERAL LEGISLATION—UIFSA STATE LAW MANDATED IN EVERY STATE POLITICAL SUBDIVISION. **ADMINISTRATIVE DUE PROCESS OF LAW (MEETING CONSTITUTIONAL MUSTER)** 45 CFR §302.50(2); MCL 552.604(3)(b); UIFSA 701(6)(A); 42 U.S.C §651; MCL 552.501(a); MCL 552.2205; UIFSA 701(6)(A)(iii); P.L. 104-193—AUG. 22, 1996 110 STAT. 2221 **Subtitle C-Streamlining and Uniformity of Procedures §321, §322 and §325.** The purpose of UIFSA is intrastate and interstate proceedings involving child support, Cowan v. Moreno, 903 S.W.2d 119, 121 (Tex.App.-Austin, 1995); 45 CFR §303.101(b)(1); including Title IV-D agency procedures required under the Social Security Act § 466(a)(2).

UNIVERSAL LEGAL MAXIMS OF LAW

L'ou le ley done chose, la ceo done remedie a vener a ceo.
Where the law gives a right, it gives a remedy to recover.

Ejus Ext Nolle, Quipotestuelle.

Person who can will (exercise volition) has a right to refuse to will (withhold consent).




Michigan Court Rule (MCR) 3.208

(D) Exceptions to Friend of the Court Enforcement.

The friend of the court may inactivate its case and is not required to perform activities under the Friend of the Court Act, MCL 552.501 et seq., and the Support and Parenting Time Enforcement Act, MCL 552.601 et seq. when the case is no longer eligible for federal funding because a party fails or refuses to take action to allow the friend of the court's activities to receive federal funding
or because the federal child support case is closed pursuant to Title IV, Part D of the Social Security Act, 42 USC 651 et seq.

Mich. Ct. R. 3.208



ReinyDays
Gold Member

Joined: Oct 5, 2019
Messages: 9,597
Reaction score: 4,736
Points: 210
Location: State of Jefferson

Jan 29, 2023

#99

Brick Layer said:

CHILD SUPPORT DUE PROCESS [LAW OF THE LAND]

UIFSA 701(6)(A)(i), means an agreement for support in a record that: is enforceable as a support order in the country of origin...

All U.S. states have enacted UIFSA (bind on the issuing state court record, continuing, exclusive jurisdiction) in order to receive federal funding for their child support programs

142 U.S.C. § 666(n) [Click to expand...](#)

Do you have any better citations? ...

"Blitz ... the oh is silent." -- Blitzo

"Force is equal to mass times acceleration ... enough said" -- Neil deGrasse Tyson -- *Sunday Night Football* -- Dec 12th, 2021

"When you change the way you look at things, the things you look at change" -- Max Planck ...

Report
Thanks
+ Quote
Reply
@ ReinyDays

Better citations? ...

Better than? Uniform State Laws (uniform child support orders), every state has its own method of citing local law in conformity to the Interstate Family Support Act and/or the (Convention).

The best citations, core citations for this "voluntary child support" "private right to contract consent" which is constitutional, A constitutionally protected private right — this is the main purpose of governments by men, a Law full and Legal thought model.

UNIVERSAL LEGAL MAXIM OF LAW

Recorda sunt vestigial vetustatis et Veritatis.

Records are vestiges of antiquity and truth.

Core Citations Cited:

Public Law 104-193, 110 Stat. 2105 (1996).

The Hague Child Support Convention "the law of the land" and binding on the states via the U.S. Constitution art. VI, cl.2. .

Treaty into state law, (United Nations) "international governmental organization" IGO multilateral treaty - the Hague Child Support Convention into State Law, UIFSA), an "intergovernmental organization" IGO (formerly known as interstate).

Intergovernmental (formerly known as Interstate)

This chapter last updated
8/22/2016

[https://njcsi.org/cspm/Chapter_09_Intergovernmental/10_Modification_of_Support_Orders/Continuing_Exclusive_Jurisdiction_\(CEJ\).htm](https://njcsi.org/cspm/Chapter_09_Intergovernmental/10_Modification_of_Support_Orders/Continuing_Exclusive_Jurisdiction_(CEJ).htm)

Continuing Exclusive Jurisdiction (CEJ)

Continuing exclusive jurisdiction (CEJ) pertains specifically to modification jurisdiction. CEJ is a relevant question only when a party seeks to modify the controlling order. A state with CEJ has the authority to modify a support order. When a party wants to modify the controlling order, the party must first identify whether the state that issued the order has continuing exclusive jurisdiction. CEJ is different from continuing jurisdiction.

Note: A state has CEJ if it is the state that issued the controlling order and if the child, the individual obligee, or the obligor resides in that state (N.J.S.A. 2A:4-30.72).

As a Michiganiaan, a natural born indigenist Michigan national, cited appropriate local Michigan law coinciding with the uniform due process laws within the child support enforcement forum, a new global forum regardless of whether the parents or child later move to another state or not. Also citing definitions, keywords, meanings, and phrases, UIFSA terminology to make more readily understandable for U.S. bench and bar a process that is denominated as a "maintenance arrangement" in the Convention.

In the United States, private agreements are not recognized and enforced as decisions unless they are, in fact, incorporated in a decision. The concept of "authentic instruments" does not exist in the United States.

Proposals and Comments of the United States

CHAPTER V (RECOGNITION AND ENFORCEMENT) OF PRELIMINARY DOCUMENT NO. 29 REVISED PRELIMINARY DRAFT CONVENTION ON THE INTERNATIONAL RECOVERY OF CHILD SUPPORT AND OTHER FORMS OF FAMILY MAINTENANCE

The United States makes the following comments and proposals on Chapter V:

Article 16 Scope of the chapter

1. Para. 3(a): We suggest that it would be clearer if the words “may be made subject to” are deleted and “are subject to” is inserted instead.

2. Para. 4: In the United States, private agreements are not recognized and enforced as decisions unless they are, in fact, incorporated in a decision. The concept of “authentic instruments” does not exist in the United States. However, we would have no objection to removing the brackets and retaining the bracketed language so long as the safeguards included in Article 26(5) and (6) are included. Article 26(5) would require that proceedings for recognition and enforcement of a private agreement or authentic instrument be suspended if either party is challenging its validity before a competent authority. Article 26(6) would allow a State to declare that applications for recognition and enforcement of private agreements and authentic instruments must be made through the requesting State’s Central Authority and not directly to the competent authority in the requested State. If private agreements and authentic instruments are included in the scope of the chapter, we should consider carefully which specific provisions of the chapter should not apply to such agreements/instruments.

Article 17 Bases for recognition and enforcement

1. Para. 1(d): A footnote indicates that two delegations may wish to add language permitting a reservation with respect to this paragraph. We urge States to accept this paragraph, the only consequence of which we believe will be to give the United States an additional mandatory jurisdictional basis on which it will be required to recognize other States’ decisions. Paragraph (d) covers a subset of the cases covered by paragraph (c). Our understanding is that the United States will be the only or nearly the only State to take a reservation to paragraph (c) (habitual residence of the creditor). But we would not need to take a reservation to paragraph (d), which provides that States shall recognize and enforce a foreign order if the child was resident in the State of origin when the proceedings were instituted, PROVIDED that the respondent lived with the child in that State at some time or lived in that State and provided support for the child there at some time. All of the cases covered by paragraph (d) would thus also be covered by paragraph (c). Paragraph (d) will impose an additional obligation only on States, like the United States, that are not bound by paragraph (c), and that obligation will work to the benefit of other States.



STATE OF MICHIGAN
DEPARTMENT OF HUMAN SERVICES
LANSING



JENNIFER M. GRANHOLM
GOVERNOR

MARIANNE UDOW
DIRECTOR

MICHIGAN IV-D ACTION TRANSMITTAL 2006-025

TO: All Prosecuting Attorney (PA) Staff
All Friend of the Court (FOC) Staff
All Office of Child Support (OCS) Staff

FROM: Marilyn F. Stephen, Director
Office of Child Support

DATE: June 12, 2006

SUBJECT: Changing Michigan's IV-D Case Identifier to the Michigan Child Support Enforcement System (MiCSES) IV-D Case Number for Reporting to the Federal Case Registry (FCR)

PURPOSE:

This Action Transmittal (AT) provides information regarding the use of MiCSES' IV-D Case Number as Michigan's single case identifying (ID) number on all IV-D cases and court orders¹ that are sent to the FCR as required for federal reporting and other activities. With the MiCSES 4.0 Release, Michigan will report MiCSES' IV-D Case Number to the FCR.

OCS, PA and FOC staff will notice an influx of Child Support Enforcement Network (CSENet) alerts as the State Case Registry (SCR) and FCR synchronize the new Michigan case IDs. This one-time massive change will also cause a mass influx of alerts to other states as the change passes through the FCR. Federal FCR staff will send an email (Eflash) to other states notifying them of the change in Michigan. Michigan IV-D workers may receive telephone calls from other states' IV-D workers regarding which IV-D case ID is correct. When the implementation plans for the one-time massive change are finalized, child support workers will be notified of the implementation date.

BACKGROUND:

The FCR is a database maintained by the federal government. It is a repository of all child support cases in the United States and the four U.S. territories (Guam, Puerto Rico, U.S. Virgin Islands and the District of Columbia). The FCR proactively matches

¹ In MiCSES, these are court orders associated to non-IV-D cases.

Thus, state courts may be reimbursed for child support services that they provide through a cooperative agreement. The cooperative agreement may be between the state agency and a statewide court entity or between the state agency and local courts or between a local child support agency and the local court.

If the cooperative agreement is between the state IV-D agency and a statewide court entity and the statewide court entity provides funding to local courts to provide child support services, a cooperative agreement between the statewide court entity and the local courts may be required depending on the nature of the relationship between the statewide court entity and the local courts in each particular state.

In other words, there must always be a cooperative agreement whenever federal Title IV-D funding is being provided to an entity that is providing Title IV-D services. The cooperative agreement sets forth the services to be provided, the reporting requirements for receiving funding, and must contain a provision that the entity receiving Title IV-D funding will comply with all federal laws and requirements as a condition for receiving the funding.

See Appendix 6 for Sample Cooperative Agreements.
See Appendix 9 for a Model Cooperative Agreement.

IV. Self -Help Services that are Eligible for Title IV-D Reimbursement.

The following are the key rules governing eligibility for reimbursement.

*A. Costs, with some exceptions specified in subsection B below, must be for paternity establishment and the establishment, modification, and enforcement of child support in Title IV-D cases.*¹⁶

B. Allowable costs for child support services in which the IV-D agency is not involved are related to outreach.

Outreach includes hours spent working on child support establishment, modification, and enforcement, paternity establishment, companion spousal support enforcement, and health insurance matters for persons who have not yet applied for title IV-D services with the local child support agency. Reimbursable activities that may be included in outreach hours include providing information and referral services, distributing court forms, and explaining court processes. Allowable outreach costs also include costs for assisting parents in completing and filing voluntary paternity acknowledgements and for assisting parents in providing the appropriate information to have their non IV-D support orders included in the state case registry and the state disbursement unit.

¹⁶ 42 U.S.C. 651

42 U.S. Code § 651 - Authorization of appropriations

U.S. Code Notes

[prev](#) | [next](#)

For the purpose of enforcing the support obligations owed by noncustodial parents to their children and the spouse (or former spouse) with whom such children are living, locating noncustodial parents, establishing paternity, obtaining child and spousal support, and assuring that assistance in obtaining support will be available under this part to all children (whether or not eligible for assistance under a State program funded under part A) for whom such assistance is requested, there is hereby authorized to be appropriated for each fiscal year a sum sufficient to carry out the purposes of this part.

FRIEND OF THE COURT ACT (EXCERPT) Act 294 of 1982

552.501 Short title; purposes and construction of act.

Sec. 1.

(1) This act shall be known and may be cited as the "friend of the court act".

(2) The purposes of this act are to enumerate and describe the powers and duties of the friend of the court and the office of the friend of the court; to ensure that procedures adopted by the friend of the court will protect the best interests of children in domestic relations matters; to encourage and assist parties voluntarily to resolve contested domestic relations matters by agreement; to compel the enforcement of parenting time and custody orders; and to compel the enforcement of support orders, ensuring that persons legally responsible for the care and support of children assume their legal obligations and reducing the financial cost to this state of providing public assistance funds for the care of children. This act shall be construed to promote the enumerated purposes and to facilitate the resolution of domestic relations matters.

History: 1982, Act 294, Eff. July 1, 1983 ;-- Am. 1996, Act 144, Imd. Eff. Mar. 25, 1996

Popular Name: Friend of the Court

UNIVERSAL LEGAL MAXIMS OF LAW

Ejus Ext Nolle, Quipotestuelle.

Person who can will (exercise volition) has a right to refuse to will (withhold consent).

Nihil consensui tam contrarium est quam vis atque metue.

Nothing is so opposite to consent as force and fear.

litigants during the support establishment, collection, and compliance process. This can improve the efficiency and effectiveness of all components of the system, and increase collections and compliance. Increases to collection and compliance with support orders can help the IV-D agencies increase their federal funding by improving their performance in some of the federal performance measures.

Benefits for State Courts

For the state courts, provision of self-help services in cooperation with the IV-D agency increases court efficiency, promotes accurate, final, and enforceable outcomes, increases public trust and confidence, and saves resources. The provision of such services is generally 66% reimbursable, without federal cap, when included in a cooperative agreement pursuant to the state's IV-D Plan. Title IV-D funding makes services such as court self-help programs for self-represented litigants with paternity and/or child support issues easier to deploy and more cost effective.

III. The Role of the State Plan and Cooperative Agreements

Federal law requires each state to submit a state plan in order to be eligible for federal Title IV-D funding. The state plan outlines how the state will provide child support services and engage in other activities in compliance with federal law.¹⁴

The state must establish a single statewide agency that is responsible for the Title IV-D child support program in the state. The agency may be a standalone state agency or department or may be part of a larger state agency or department. This statewide child support agency is the sole point of contact for the federal government and the entity through which federal Title IV-D funding flows. The state child support agency is usually responsible for preparing the state plan and for obtaining approval from the Governor's office for submitting it to the OCSE. OCSE reviews the plan and approves it if they determine that it complies with federal law.

The state IV-D agency may contract with other state agencies and local jurisdictions to provide child support services to parents. The state agency or the local jurisdictions may also contract with other governmental entities such as law enforcement agencies and the state courts to provide Title IV-D services. Federal law requires a written cooperative agreement that details the services to be provided and the mechanism(s) for providing funding for the services.¹⁵

¹⁴ 45 CFR 92.11 contains requirements for State Plans. All state plans can be found at <http://www.acf.hhs.gov/programs/css/resource/state-plan-system>

¹⁵ 45 C.F.R. 302.34. "The State plan shall provide that the State will enter into written agreements for cooperative arrangements under § 303.107 with appropriate courts. . . . Such arrangements shall contain provisions for providing courts and law enforcement agencies with pertinent information needed in locating noncustodial parents, establishing paternity and securing support, to the extent that such information is relevant to the duties to be performed pursuant to the arrangement. They shall also provide for assistance to the IV-D agency in carrying out the program, and may relate to any other matters of common concern. . . ." 45 CFR §303.107 details the general requirements for such cooperative agreements.

- Cooperative Reimbursement Program (CRP) refers to the contract entered into by the state and the counties.² The CRP requires counties to perform IV-D work and provides for the reimbursement of IV-D work. IV-D staff may find more information about the CRP on mi-support.³
- Contract Performance Standards (CPS) refers solely to the performance standards newly established within the CRP; and
- "CPS project" refers to the task that will implement, measure and monitor the CPS going forward.

2. CPS Development

The Program Leadership Group (PLG) authorized a Cooperative Reimbursement Program Measures Steering Committee (Steering Committee) to ensure transparency and understanding, and to establish a comprehensive approach to CPS.⁵ The charter for the Steering Committee authorized the committee to interpret the language of the CRP to ensure meaningful and accurate implementation of the CPS.

The Steering Committee and CPS JAD⁶ participants further defined the expected performance criteria in order to effectively measure CPS compliance. Detailed performance criteria and expected performance standards will be introduced and incorporated into the *Michigan IV-D Child Support Manual* before CPS is implemented.

The PLG previously approved several documents regarding CPS. These were introduced via a December 29, 2016, email notification titled Cooperative Reimbursement Program (CRP) Contract Measures Project. The documents remain available on mi-support:

- [Implementing Cooperative Reimbursement Program \(CRP\) Performance Measures Executive Summary](#) provides a high-level overview of the CPS;
- [Implementing Cooperative Reimbursement Program Performance Measures – Project Charter](#);
- [Cooperative Reimbursement Program \(CRP\) Measures Steering Committee Charter](#); and

² Ref: 45 Code of Federal Regulations (CFR) 302.34.

³ [mi-support](#) CRP may be found on mi-support under Central Activities > [Contracts](#) and Program Library > Index > [Contracts](#).

⁴ This committee is also referred to as the CPS Steering Committee.

⁵ Ref: the [CRP Contract Measures Steering Committee Roster](#) for the list of members. Most members of the Performance Management Workgroup were named to the Steering Committee as well as other PA staff, Friends of the Court, FOC staff, Data Warehouse support staff, and OCS staff. Many of the Steering Committee members also participated in the CPS Joint Application Design (JAD) effort.

⁶ For more information about the JADs, reference Section B, "CPS MiCSES Work Measures Development Process," of this memorandum.

THE AGREEMENT [a private right]
OR LACK THEREOF [common law claim]
AS A REMEDY FOR ALL [common law looks to the past]
CATEGORY [statutory law looks to the future]

LAYING DOWN THE LAW EH!!!

UNIVERSAL LEGAL MAXIM OF LAW

Cuicumque aliquis quid concedit concedere videtur et id sine quo res ipsa esse non potuit.

To whomever anyone grants a **“thing”** the is considered also to grant that without which the **“thing”** itself could not be (the sine qua non). 11 Coke 52. .

AGAIN, the parties’ support agreement (Compromise on Personal Jurisdiction) is the “thing” the is [assignment] considered also to grant SUPPORT ENFORCEMENT FORUM that without which the “thing” itself (Subject-Matter Jurisdiction) could not be.

IN OTHER WORDS, the parties’ support agreement is the “thing” that assigns, is the obligation in commerce that grants the support order and/or income withholding order by process of law. The voluntary support agreement is the “thing” that grants authorization of appropriations, that without such assignment of support rights to the state, the “thing” obligation itself could not be. The sole purpose of the support order is that it supports, endorses, and enforces the parties’ private agreement [private law] entered into the issuing state’s court’s record continuing, exclusive jurisdiction, to modify its own orders, in the country of origin.

The UIFSA’s strict record mechanism in the United States, for the (Convention) “law of the land” and binding on the states, U.S. Constitution art. VI, cl.2., Legislative Equation:

Child Support Case Establishment

Local Law [parties’ agreement] + UIFSA Procedures and Law = a Valid Support Order/Foreign Support Order, one-time-one-place-one-order worldwide system Title 45 U.S. Code § 302.34(a) compliance CCEJ linchpin record criteria mechanism, in effect, for continued Title IV-D funding to the states.

MICHIGAN LOCAL LAW, MCL 552.604(3)(b) + UIFSA PROCEDURES AND UIFSA LAW, UIFSA § 701(6)(A)(i) = A RECOGNIZABLE ENFORCEABLE VALID SUPPORT ORDER. UIFSA COMPLIANCE REQUIRED FOR IV-D FUNDING TO THE STATE, THE PARTIES AGREEMENT IS AUTHORIZATION OF APPROPRIATIONS 42 U.S. Code § 651 (FOR THE PURPOSE OF ENFORCING THE SUPPORT OBLIGATIONS), ACCORDING TO THE ARRANGEMENT (IN

THE CONCRETE CASE) THE "PARTIES AGREEMENT" OBLIGATION "THAT ASSIGNS" 45 CFR § 302.50(a)(2), ASSIGNMENT TO THE STATE (CENTRAL REGISTRY 42 U.S. CODE § 654a) FOR COLLECTION OF SUPPORT PAYMENTS 42 U.S. CODE § 654b [SOCIAL SECURITY LAWS SECTIONS 454A AND 454B]. [WEHUNT V LEDBETTER 875 F.2D 1558](#) (11TH CIR. 1989) STATES THAT CHILD SUPPORT IS NOT IN THE BEST INTEREST OF THE CHILD – IT IS RECOVERY OF FUNDS FOR THE STATE TREASURY.

P.L. 104-193, the Personal Responsibility and Work Opportunity Reconciliation Act of 1996 (PRWORA), added a title IV-D State plan requirement under which the State plan must provide that, on or after October 1, 1998, the State agency will operate a State Disbursement Unit (**SDU**) **for the collections** see, ACTION TRANSMITTAL, OCSE-AT-97-13. Social Security Laws Section 454B.

UNIVERSAL LEGAL MAXIM OF LAW

Nihil tam propriaum imperio quam legibus vivere.

Nothing is so becoming to authority as to live according to the law.

Each, Law must have an effect, not part of the law, but all of each law!

All child support law is uniform and all local state law must meet criteria and be in conformity with UIFSA law, UIFSA processes, UIFSA procedures, and UIFSA rules; "consents made on the record in the issuing state" since welfare reform legislation. Uniform Interstate Family Support Act (UIFSA) means the federally required state laws which provide mechanisms for establishing and enforcing child support.

U.S. Code Title 42 CHAPTER 7 SUBCHAPTER IV PART D §666

[Section 654\(20\)\(A\) of this title](#) shall have in effect all of the laws to improve child support enforcement effectiveness AND [Section 654\(20\)\(B\) of this title](#) shall implement the procedures [UIFSA procedures/utilitarian evidence/record mechanism] which are prescribed in or pursuant to such [uniform] laws.

Types of procedures required

In order to satisfy [section 654\(20\)\(A\) of this title](#), each State must have in effect laws ["law of the land"] [The "Convention" multilateral treaty] [UIFSA LAW] requiring the use of the following procedures [UIFSA procedures], consistent with this section [42 U.S. Code § 666] and with regulations of the [Secretary](#), to increase the effectiveness of the program [a one-order-at a time-world system] which the State administers under this part [U.S. Code Title 42 CHAPTER 7 SUBCHAPTER IV PART D §666] [all of this part, including both Title 42 U.S. Code § 666(c)(1)(F); and Title 42 U.S. Code § 666(f), all of this part, means also UIFSA 701(6)(A)(i) [and/or MCL 552.604(3)(b)].

UNIVERSAL LEGAL MAXIMS OF LAW

Cujusque rei potissima pars est principium. The principal part of everything is the beginning.

Melius est in tempore occurrere quam post causam vulneratum. It is better to oppose in time than to seek a remedy after a wrong has been inflicted. ● Coke introduces this maxim with the phrase *ne per negligentiam damnum incurrat*: "lest he incur damage through negligence." 2 Co. Inst. 299.

Le contract fait la loi. The contract makes the law.

Cui jurisdiction data est, ea quoque concessa esse videntur sine quibus jurisdiction explicari non potest. To whom jurisdiction is given, those things also are considered to be granted without which the jurisdiction cannot be exercise. ● That is, the grant of jurisdiction implies that grant of all powers necessary to its exercise.

Pacto aliquid licitum est quod sine pacto non admittatur. By agreement (or contract) something is permitted that, without agreement, is not allowed. ● Coke continues, "but not in violation of public law." Co. Litt. 166.

Quae ab initio non valent, ex post facto convallescere non possunt. "Things" invalid from the beginning cannot be made valid by a subsequent act.

Consensus facit legem. Consent makes law. ● A contract constitutes law between the parties agreeing to be bound by it.

Executi est execution juris secundum iudicium. Execution is the execution of the law according to the judgment.

Semper sexus masculinus etiam faemini-num continet. The masculine gender [He] always includes the feminine as well. Dig. 32.63.

Regula est, juris quidem ignorantiam cuique nocere, facti vero ignorantiam non nocere. The rule is that ignorance of the law is harmful (or prejudicial) to anyone, but ignorance of a fact is not. ● Ignorance of a fact may excuse a party from the legal consequences of his conduct, but not ignorance of law.

Although not really cognized as such, family court orders are a court of equity's creation of private law [child support is, private international law]. The tool of contempt sanctions puts police powers in the hands of private citizens. Ultimately, if one party does not follow [adjudication] [parties' written "support agreement" entered into the record, submitted by the parties, and enforced as a judgment, decree, or order] a family court order the other party may be able to have that party incarcerated.

Local Law, UIFSA Procedure & Law — U.S. record mechanism and binding on the states, issuing state court CEJ Linchpin; more and/or "better citations" see BULLETS.

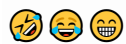


Table of Authorities:

- P.L. 104-193—Aug. 22, 1996 110 STAT. 2221. Subtitle C—Streamlining and Uniformity of Procedures
- Title 42 U.S. Code § 666(a).
- Title 42 U.S. Code § 666(f).
- Title 42 U.S. Code § 654(1).
- Title 42 U.S. Code § 654(20).
- Title 42 U.S. Code § 654(22).
- Title 42 U.S. Code § 654(23), voluntary.
- MCL 552.501(2), voluntary by agreement funds for the care of children/support of children. [42 USC 651]
- MCL 552.604(3)(b), an agreement "support agreement" in the state CCEJ, local law, in conformity to UIFSA Law & UIFSA procedure, the utilitarian evidence submitted by the parties also known as the uniform "record mechanism" in the U.S., when Michigan is the issuing state establishing the obligation; compare the agreement "support agreement" inside the issuing state with coinciding UIFSA § 701(6)(A)(i) the agreement "foreign support agreement" "outside this state".

- MCL 552.2205(1). issuance of child-support orders [local law]; notice, this is UIFSA processes and procedures, all child-support cases under UIFSA Law since welfare reform federal legislation. Issuing state, documentation submitted with a case, (case establishment) must meet the requirements of UIFSA (criteria under UIFSA § 701(6)). Exclusive jurisdiction to modify compare MCL 552.2205(1) with coinciding UIFSA § 701(6)(iii). If part of UIFSA matters for example MCL 553.2205 then all of UIFSA matters for example UIFSA § 701(6) and for UIFSA Law, UIFSA process, UIFSA procedures, and/or “the (Convention)” to have an effect. [UNIFORMITY ACROSS THE BOARD]
- UIFSA § 701(6)(A)(i), an agreement “foreign support agreement” abroad and/or outside of the issuing state, compare with coinciding local law Michigan’s MCL 552.604(3)(b) “support agreement”.
- Title 45 U.S. Code § 302.34(a), compliance; IV-D staff, carrying out the functions of [UIFSA] the Child Support Enforcement program. Cooperative Reimbursement Program (CRP) refers to the contract entered into by the state and the counties. The CRP requires counties to perform IV-D work and provides for the reimbursement of IV-D work. Contract Performance Standards (CPS) refers solely to the performance standards established within CRP. Federal requirements regarding cooperative arrangement apply to any cooperative arrangement between State IV-D agencies and courts or law enforcement officials whether or not the courts or law enforcement officials receive Federal funding under the IV-D program.
- Title 45 U.S. Code § 302.50(a)(2), agreement, refers to the contract/agreement/stipulation entered into by the obligor party/parent; compare with Michigan’s MCL 552.604(3)(b) and UIFSA § 701(6)(i).

[Regulations Title 45 Chapter III Part 303](#)

- Title 45 U.S. Code § 303.101(b)(1).
- Title 45 U.S. Code § 303.101(c)(2), due process of the parties.
- Title 45 U.S. Code § 303.101(c)(3) voluntary support order.
- Title 45 U.S. Code § 303.101(d)(1), verifiable audit trail.
- Title 45 U.S. Code § 303.101(d)(3), voluntary support liability and stipulated agreements. [MCL 552.507(e)]

- Title 45 U.S. Code § 303.101(d)(4), [this fall under "other legal process" (45 CFR § 302.50(a)(2))].

- 45 CFR § 303.2 - Establishment of cases and maintenance of case records.

(c) The case record must be supplemented with all information and documents pertaining to the case, as well as all relevant facts, dates, actions taken, contacts made and results in a case.

The Nevada Supreme Court in Morelli v. Morelli 102 Nev. 326, 720 P.2d 704 (1986) reasoned that the child is an intended third-party beneficiary of an agreement for support between the parents.

In California, commissioners need the WRITTEN stipulation of the parties litigant in the record before their orders can be valid. Family Code sec. 4251; in re Marriage of Monge; CRC 2.831. California constitution article VI sec 21 ; also in the marriage of djulus 2017

"When a trial court has knowledge that one of the parties to a suit does not consent to a judgment, the trial court should refuse to sanction the agreement by making it the judgment of the court." Quintero v. Jim Walter Homes, Inc., 654 S.W.2d 442, 444 (Tex. 1983) (citing Burnaman v. Heaton, 240 S.W.2d 288, 291 (Tex. 1951)).

More specifically, "[a] court cannot render a valid agreed judgment absent consent at the time it is rendered." Chisholm v. Chisholm, 209 S.W.3d 96, 98 (Tex. 2006) (per curiam) (quoting Padilla v. LaFrance, 907 S.W.2d 454, 461 (Tex. 1995)); accord Burnaman, 240 S.W.2d at 291; 240 S.W.2d at 291 ("A valid consent judgment cannot be rendered by a court when consent of one of the parties thereto is wanting."). "Without consent, the judgment is void." Samples Exterminators v. Samples, 640 S.W.2d 873, 875 (Tex. 1982) (per curiam); accord Giles v. Giles, 830 S.W.2d 232, 235 (Tex. App.-Fort Worth 1992, no writ) 830 S.W.2d 232, 235 (Tex. App.-Fort Worth 1992, no writ).

IN INTEREST OF JG, Tex: Court of Appeals, 4th Dist. 2018 This case is important because the Attorney General is asking for the same thing that we are demanding, without valid consent, there is no order and it must be vacated or dismissed because it is void.

Uniform Interstate Family Support Act (UIFSA) means the federally required state laws provide for the mechanisms for establishing and enforcing child support at home and abroad, the UIFSA Experience (Convention) multi-lateral treaty into state law. Uniform Rules for the Issuing State Record.

“The arrangement (private agreement) concrete case documentation must meet criteria for recognition and enforcement of a valid order!”

REV. JUNE 12, 2013
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Temporary support order means a support order intended to be for an interim period of time prior to the establishment of a final order.

Termination of parental rights means breaking the legal tie between a parent and child which ends a parent's rights and responsibilities regarding the child. When parental rights are terminated, the parent is no longer obligated for the ongoing support of the child.

Third Party Liability Unit (TPLU) means the subdivision of DHHS which administers the program that pays the difference between the amount of the medical bill and the amount the insurance company has paid. A case is referred to the TPLU only when a public assistance recipient has medical insurance in addition to coverage provided by the public assistance program.

Timely notice means a notice of case action, dated and mailed in compliance with the time frames specified by the applicable statute, regulation, or court rule.

Title XIX means the section of the Federal Social Security Act which authorizes and regulates the Medicaid program.

Title XXI means the section of the Federal Social Security Act which authorizes and regulates the State Children's Health Insurance Program.

Tribunal means a court, administrative agency, or quasi-judicial entity authorized under State law to establish, enforce, or modify support orders or to determine parentage.

Unassigned during assistance arrearages means all previously assigned arrearages which exceed the cumulative amount of unreimbursed assistance when the family leaves the assistance program and which accrued during the receipt of assistance.

Unassigned pre-assistance arrearage means all previously assigned arrearages which exceed the cumulative amount of unreimbursed assistance when the family leaves the assistance program and which accrued prior to the receipt of assistance.

Unemployment insurance benefits (UIB) means temporary benefits given to a person who has lost his/her employment. The Department of Labor administers UIB.

Uniform Interstate Family Support Act (UIFSA) means the federally required state laws which provide mechanisms for establishing and enforcing child support.

Uniform Reciprocal Enforcement of Support Act (URES) means the previous federally required state laws which provided the mechanism for establishing, enforcing and modifying support obligations in intergovernmental cases. Enacted in 1950, they have been replaced by UIFSA, although some provisions remain in effect in some states.

Unreimbursed assistance (URA) means the cumulative amount of ADC benefits or foster care payments made by the State since February 1976, minus any support collections received and retained by the Department.

Wage Withholding (See definition of "Income withholding")

§ 567 CONSTITUTIONAL LAW 16A C.J.S.

Observance of those general rules established in our system of jurisprudence for the security of private rights. In the concrete, it means that in a contest involving these rights, a person will be accorded the opportunity to contest the propriety of each step in the action sought to be taken against him.

REV. JUNE 12, 2013
MANUAL LETTER # 42-2013

NEBRASKA DEPARTMENT OF
HEALTH AND HUMAN SERVICES

CHILD SUPPORT
466 NAC 10-000

CHAPTER 10-000 INTERGOVERNMENTAL CASES

This chapter outlines the role of the Department and the County/Authorized Attorney in the processing of intergovernmental cases involving two or more states, countries, or tribes. In Nebraska, intergovernmental cases are governed by the Uniform Interstate Family Support Act (UIFSA).

10-001 INTERGOVERNMENTAL CENTRAL REGISTRY: The Intergovernmental Central Registry is responsible for receiving, transmitting, and responding to inquiries on all incoming intergovernmental IV-D cases. The Intergovernmental Central Registry must, within ten working days of receipt of an intergovernmental IV-D case:

1. Ensure that the documentation submitted with the case has been reviewed to determine completeness;
2. Forward the case for necessary action to the State Parent Locator Service (SPLS) for location services or to the appropriate agency for processing;
3. Acknowledge receipt of the case and request any missing documentation;
4. Inform the initiating agency of the location and phone number of the Child Support Enforcement office where the case will be sent; and
5. Forward the case to the appropriate Child Support Enforcement office for necessary action.

10-001.01 Inadequate Documentation: If the Intergovernmental Central Registry determines the documentation submitted with a case does not meet the requirements of UIFSA, the Intergovernmental Central Registry must notify the initiating agency of the deficiency. The Intergovernmental Central Registry will then forward the case to the appropriate Child Support Enforcement office for any action that can be taken pending the receipt of necessary documentation from the initiating agency. If, upon receipt of the case from the Intergovernmental Central Registry, the Department or County/Authorized Attorney determines it requires documentation beyond the requirements of UIFSA, Child Support Enforcement must contact the initiating agency directly.

10-001.02 Case Status Inquiries: The Intergovernmental Central Registry must respond to case status inquiries from other agencies within five working days of receipt of the case status review request.

10-002 NEBRASKA AS INITIATING AGENCY

10-002.01 Long Arm Statute: The Department or County/Authorized Attorney must use the long arm statute to establish paternity whenever appropriate.

10-002.02 Non-custodial Party in Another Jurisdiction: The Department or County/Authorized Attorney must refer a case to the intergovernmental central registry of the responding agency for action within 20 calendar days of:

B. Establishing a Support Order

1. FAMILY SUPPORT. The Act may be used only for proceedings involving the support of a child or spouse of the support obligor; it does not include enforcement of other duties of support found in the statutes of a few states, such as requiring support of an elderly or disabled parent by an adult child, Sections 101(2),(18).

2. LOCAL LAW | UIFSA provides that the procedures and law of the forum apply, with some significant additions or exceptions:

(a) Certain procedures are prescribed for interstate cases even if they are not consistent with local law, i.e.: the contents of interstate petitions, Sections 311 and 602; the nondisclosure of certain sensitive information, Section 312; authority to award fees and costs including attorney's fees, Section 313; elimination of certain testimonial immunities, Section 314; and, limits on the assertion of nonparentage as a defense to support enforcement, Section 315.

(b) Visitation issues cannot be raised in child support proceedings, Section 305(d).

(c) Special rules for the interstate transmission of evidence and discovery are added to help place the maximum amount of information before the deciding tribunal. These procedures are available in cases in which the tribunal asserts jurisdiction over a nonresident, (Sections 210, 316-318), and may have the effect of amending local law in long-arm cases.

(d) The choice-of-law rule for the interpretation of a registered order is that the law of the issuing State governs the underlying terms of the controlling support order. One important exception exists; if the registering and issuing State have different statutes of limitation for enforcement, the longer time limit applies, Section 604.



Establishing a Support Order using LOCAL LAW | UIFSA provides the procedures and law; law of the [uniform] [global] forum applies in all cases [uniform record mechanism] and the procedure for obtaining that judgment is UIFSA procedure — CCEJ LINCHPIN EVIDENCE RULES, case construct, documentation submitted with a case, due process establishing a record (case establishment), utilitarian evidence record mechanism uniform (case construct) all case since welfare reform must meet UIFSA §701 CRITERIA. Special rules for recognition and enforcement; special rules for issuing a valid controlling support order CCEJ; special rules cooperative agreement contract between the state and the county (IV-D staff) contract performance standards.

IV-D staff their CSE CASE FAILS when: after a successful service of process a support order is a NON-QUALIFYING SUPPORT ORDER IS ONE THAT IS NON-

ELIGIBLE FOR FEDERAL FUNDING [42 USC 651] BECAUSE A PARTY FAILS OR REFUSES TO TAKE ACTION BECAUSE CHILD SUPPORT IS "VOLUNTARILY" "BY AGREEMENT" "CONSENT" ON THE RECORD IN WRITING" LOCAL LAW, MCL 552.604(3)(a)(iii) "For a friend of the court case, an agreement by the payer..." and MCL 552.604(3)(b) "The parties enter into a written agreement that is reviewed and entered in the record by the court..." issuing state court continuing, exclusive jurisdiction in conformity to UIFSA record criteria §701(6) for recognition and enforcement of a valid support order issued UIFSA CONSTRUCT a uniform "one-time" "one-order" "one place" uniform case establishment — UIFSA LAW PROCESSES AND PROCEDURES IN EFFECT; a global system with a local county portal. Uniform case construct for the (Convention) "the law of the land" Treaty Law "binding on the states" (document evidence record mechanism in the U.S.) "the inclusion of a foreign support agreement" for UIFSA LAW to have effect, at home and abroad. Treaty into State Law: emulating UIFSA Effect that comports with the obligations of the U.S. [under the Hague].

Cases fail when:

- For purposes of the Order Establishment CPS, a support order that only includes a current charge for "other support" (OS) does not contain a child support obligation; and
- Either:
 - No support order is established on or before the 180th day (365th day) after SOP; or
 - A support order that is established on or before the 180th day (365th day) after SOP is a non-qualifying support order.

Rule 3.208(D)

Michigan Court Rules Chap 3. Special Proceedings and Actions

(D) Exceptions to Friend of the Court Enforcement.

The friend of the court may inactivate its case and is not required to perform activities under the Friend of the Court Act, MCL 552.501 *et seq.*, and the Support and Parenting Time Enforcement Act, MCL 552.601 *et seq.*, when the case is no longer eligible for federal funding because a party fails or refuses to take action to allow the friend of the court's activities to receive federal funding or because the federal child support case is closed pursuant to Title IV, Part D of the Social Security Act, 42 USC 651 *et seq.*

RULE 3.209 SUSPENSION OF ENFORCEMENT AND DISMISSAL

(A) Suspension of Enforcement.

(1) Because of a reconciliation or for any other reason, a party may file a motion to suspend the automatic enforcement of a support obligation by the friend of the court. Such a motion may be filed before or after the entry of a judgment.

(2) A support obligation cannot be suspended except by court order.

(B) Dismissal. Unless the order of dismissal specifies otherwise, dismissal of an action under MCR 2.502 or MCR 2.504 cancels past-due child support, except for that owed to the State of Michigan.

Glossary of Common Child Support Terms

Glossary

Adjudication

The entry of a judgment, decree, or order by a judge or other decision-maker such as a master, referee, or hearing officer, based on the evidence submitted by the parties.

Glossary of Common Child Support Terms

Child Support Enforcement Agency

The agency that exists in every state or tribe to locate noncustodial parents or putative fathers; establish, enforce, and modify child support orders; and collect and distribute child support money. The agency is operated by state, tribal or local government according to the Child Support Enforcement program guidelines as set forth in Title IV-D of the Social Security Act. Also known as a "IV-D Agency."

Child Support Enforcement Program

The federal/state/local partnership established under Title IV-D of the Social Security Act to locate parents, establish paternity and child support orders, and collect on those orders.

Child Support Order

The document that sets: (1) an amount of money that is to be provided by a parent for the support of the parent's child(ren) and/or (2) the responsibility to provide health insurance or medical support for the child(ren). This amount or responsibility must be established by court order or administrative process, voluntary agreement (in states or tribes where such agreements are filed in the court or agency of the administrative process as an order and are legally enforceable) or other legal process. It may include a judgment for child support arrears.

Child Support Pass-Through

Provision by which states can disburse part of a child support payment collected on behalf of a public assistance recipient instead of keeping the funds to reimburse the state and disregard the payment in determining eligibility for assistance. Tribal programs also have a choice in adopting pass-through. Also known as child support "disregard."

(See also: Public Assistance)

Complaint

The formal written document filed in a court which sets forth the names of the parties, the allegations, and the request for relief sought. Sometimes called the initial pleading or petition.

Consent Agreement

Voluntary written admission of paternity or responsibility for child support.

Consumer Credit Protection Act (CCPA)

Federal law that limits the amount that may be withheld from earnings to satisfy child support obligations and other garnishments. State or tribal law may further limit the amount that can be withheld from a person's paycheck.

Continuing Exclusive Jurisdiction (CEJ)

The authority that only one tribunal has to modify an order for support.

Controlling Order

The one order that must be used by all states and tribes for enforcement and modification actions going forward. In cases involving multiple orders issued prior to the enactment of UIFSA, UIFSA provides rules for determining the controlling order, the one order to be prospectively enforced. UIFSA does not apply to tribes.

Cost of Living Adjustment (COLA)

Modification of the amount of a support obligation based on the economy's increasing or decreasing cost of the necessities of life, such as food, shelter, and clothing.

ADJUDICATION BASED ON EVIDENCE SUBMITTED BY THE PARTIES
JUDGMENT (THE RIGHTS AND CLAIMS OF THE PARTIES)

CONSENT AGREEMENT

VOLUNTARY WRITTEN ADMISSION OF RESPONSIBILITY FOR CHILD SUPPORT

Title 45 U.S. Code § 303.101(d)(3), voluntary support liability agreements.

MCL 552.507(e); MCL 552.604.(3)(b); UIFSA 701(6)(A).

My boyfriend is on a military base abroad and I am about to have his baby. How can I establish paternity and get an order for support?

You can apply for child support enforcement services at your local CSE office. If he is willing to sign documents to acknowledge paternity and agree to support, then enforcement can proceed by an income withholding order. If the man is on a naval ship or lives on a military base abroad and will not acknowledge paternity, it may be necessary to wait until he returns to the United States for genetic testing to be done.

The father of my child said I would never get a paternity judgment on him because he'd just leave the state. What happens in this case?

If the accused father fails to respond to a formal *complaint* properly served upon him, a *default judgment* may be entered in court. The default judgment establishes paternity. At the same time, a court order for

IV-D (Four-D) Child Support Enforcement Program – the Federal/state/local and tribal child support programs established under title IV-D of the Social Security Act.

Immediate income withholding – automatic deductions from income which start as soon as the agreement for support is established (see income withholding).

Judgment – the official decision by the tribunal in authority on the rights and claims of the parties to an action.

Jurisdiction – legal authority which a court has over particular persons, certain types of cases, and in a defined geographical area.

V. ENFORCEMENT

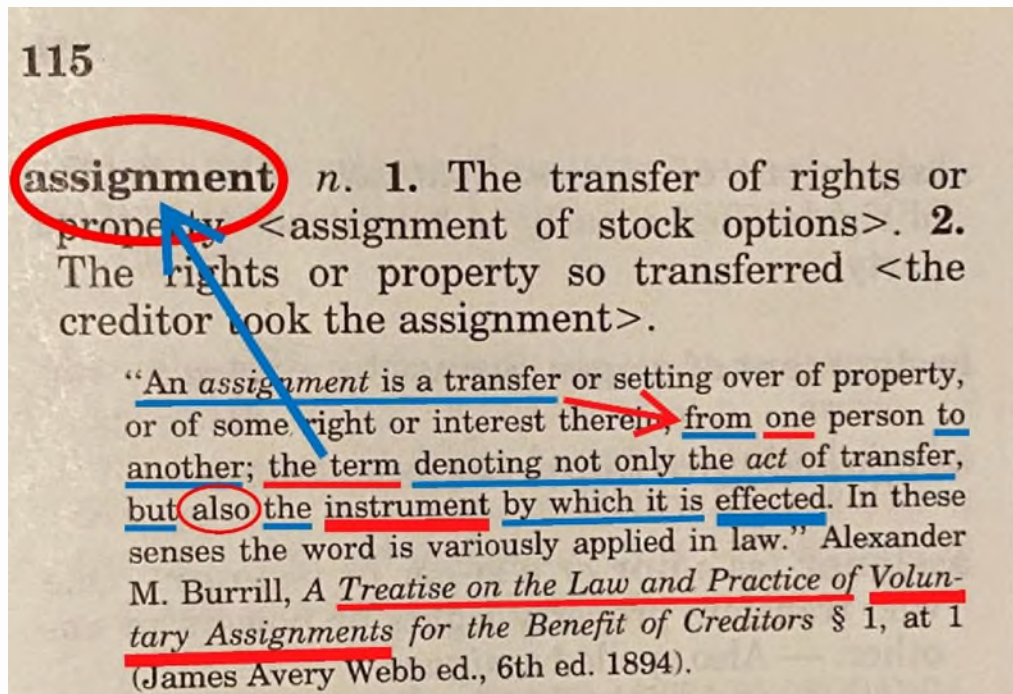
A main objective of the Child Support Enforcement (CSE) Program is to make sure that child support payments are made regularly and in the correct amount. While *noncustodial parents* who are involved in their children's lives are usually willing to pay child support, lapses of payment do occur. When they do, a family's budget can be quickly and seriously threatened. Some noncustodial parents do not pay regularly, and some spend a lot of effort and energy evading their responsibility for their children. The anxiety the *custodial parent* feels when payments are not regular can easily disrupt the family's life.

For this reason, Congress decided that immediate income withholding should be included in all child support orders. (States must also apply withholding to sources of income other than wages, such as commissions and bonuses; and to worker's compensation, disability, pension, or retirement benefits.) For child support orders issued or modified through state CSE Programs, immediate income withholding began on November 1, 1990. Immediate income withholding began January 1, 1994 for all initial orders that are not established through the CSE Program. The law allows for an exception to immediate income withholding if the tribunal finds good cause, or if both parents agree to an alternative arrangement. In these cases, if an arrearage equal to one month's payment occurs, that will automatically trigger withholding.

If the noncustodial parent has a regular job, income withholding for child support can be treated like other forms of payroll deduction, such as income tax, social security, union dues, or any other required payment.

If payments are skipped or stop entirely, especially if the noncustodial parent is self-employed, moves or changes jobs frequently, or works for cash or commissions, the CSE office will try to enforce the support order through other means. Subject to due process safeguards, states have laws which allow them to use enforcement techniques such as: state and Federal income tax offset, *liens* on real or personal property owned by the debtor, freezing of bank accounts, orders to withhold and deliver property to satisfy the debt, passport denial, or seizure and sale of property with the proceeds from the sale applied to the support debt.

This agreement shall become binding upon the parties and their respective legal representatives, successors, and assigns immediately following the dissolution of their marriage in the pending proceedings, provided that the provisions of this agreement are approved by the Court. In the absence of the granting of a Decree of Dissolution by the Court and approval of [sic] this agreement shall have no force or effect.



This agreement, a legally enforceable and binding agreement, shall become binding upon the parties, and assigns, an assignment of rights to support (obligation to the state) established by other legal process MCL 552.501(2); MCL 552.604(3)(b); UIFSA 701(6)(A). **45 CFR § 302.50 Assignment, in all cases, individual's obligation IS OWED to the STATE'S SDU COLLECTIONS—SOCIAL SECURITY LAW § 454B**, ACTION TRANSMITTAL, OCSE-AT-97-13, VALID CONTROLLING SUPPORT ORDER'S PAYER'S ASSIGNMENT THE INDIVIDUAL RESPONSIBLE FOR PROVIDING SUCH SUPPORT (42 USC 651). Such obligation shall be established by a legally enforceable and binding agreement, voluntary congeable payer's parties' agreement obligation to the State's

collection unit, **(the term assignment denoting not only the act of transfer but also the instrument by which it is effect)**; payer's agreement is constitutional, the right to contract in the unlimited, with his obligation [individual responsible] binding himself. **Payer's support agreement** [assigns] CASE'S CORE-ASSIGNMENT INDIVIDUAL = NONCUSTODIAL PARTY [HIS/HER] **OBLIGATION (TO THE STATE COLLECTION UNIT) FUNDS FOR THE CARE OF CHILDREN**; obligation from the non-custodial parent [individual] is then disbursed (passed-through) from the collecting State, AND/OR distributed to the custodial party [per agreement of record] on behalf of the dependent child(ren)—the intended beneficiaries of that agreement. See, DISBURSMENT-RULES ASSIGNMENT LIMITATIONS associated with each case, FEDERAL CASE REGISTRY (FCR) database maintained by the federal government and is a repository of all child support cases in the United States [global enforcement forum] [with a local county portal].

45 CFR § 302.50(a) An assignment of support rights, as defined in § 301.1 of this chapter.

§ 301.1 General definitions. *Assignment* means, unless otherwise specified, any assignment of rights to support under section 408(a)(3) of the Act [42 USC 608(a)(3)] [Otherwise specified MEANS per agreement 45 CFR § 302.50(a)(2); MCL 552.604(3)(b).]

Social Security Act, Sec. 408(a)(3) Prohibitions. *Prohibition* means support from any other person, not exceeding the total amount of assistance [if any] so paid to the family, which accrues during the period that the family receives assistance [if any] under the program. Also see, Pass-Through (Client Participation Payment) and Assignment Limitation rules.

ASSIGNMENT LIMITATIONS. The amount of support the state may retain is limited to the amount of FIP grant the family has ever received, or the amount of assigned court-ordered support, whichever is less.

CASE'S CORE ASSIGNMENT — THE LAW ALSO ASSIGNS SUPPORT TO THE STATE WHEN A CHILD ENTERS FOSTER CARE, Social Security Act Sec. 471(a)(17); and MCL 552.605d.

Assigned Support Obligation, an obligation owed by an individual, each willfully abandoning parent. The intent of federal IV-D legislation is to recoup taxpayer money already spent on providing these (several federal welfare programs) to children who have been willfully abandoned by a parent and/or both parents and left to rely on the government to self-sustain [cost-recovery—common law theory], statutory law mandates the agreement of record [cost-avoidance—statutory law looks to the future].

45 CFR § 302.50

§ 302.50 Assignment of rights to support.

The State plan shall provide as follows:

(a) An assignment of support rights, as defined in § 301.1 of this chapter, constitutes an obligation owed to the State by the individual responsible for providing such support. Such obligation shall be established by:

(1) Order of a court of competent jurisdiction or of an administrative process, or

(2) Except for obligations assigned under 42 CFR 433.146, other legal process as established by State laws, such as a legally enforceable and binding agreement.

NOTICE: "OTHER LEGAL PROCESS as established by State laws" SUCH AS AN EXPEDITED DEFAULT PROCESS OF LAW!!!

"OTHER LEGAL PROCESS" ESTABLISHED BY STATE LAW [DEFAULT] ["silent consent"]
45 CFR §303.101(d)(4); MCL 772.714(8); MCL 600.4012; Mich. Ct. R. 2.603; [MCL 552.604]

BLACK'S LAW DICTIONARY FOURTH ADDITION

QUI TACET, CONSENTIRE VIDETUR. He who is silent is supposed to consent. The silence of a party implies his consent. Jenk. Cent. p. 32, case 64; Broom, Max. 138, 787.

QUI TACET CONSENTIRE VIDETUR, UBI TRACTATUR DE EJUS COMMODO. 9 Mod. 38. He who is silent is considered as assenting, when his interest is at stake.

.QUI TACET NON UTIQUE FATETUR, SED TAMEN VERUM EST EUM NON NEGARE. He who is silent does not indeed confess, but yet it is true that he does not deny. Dig. 50, 17, 142.

assenting

1. express approval or agreement, typically officially.

About the Office of Child Support Enforcement

OCSE is the federal government agency that oversees the national child support program.

Under the leadership of Commissioner Scott Lekan, we help child support agencies in states and tribes develop, manage, and operate their programs according to federal law using effective child support enforcement tools.

OCSE does not provide services directly to families. We partner with state, tribal and local child support agencies and others to encourage parental responsibility so that children receive financial, emotional, and medical support from both parents, even when they live in separate households.

E. Redirecting Child Support Payments in an FOC Case

1. The documentation¹⁰ an office accepts to trigger the administrative redirection process should both support the claim that the new nonparent-custodian “is providing the actual care, support, and maintenance for the child,” as well as collect current information about the nonparent, parents, and child. An office may want to request that the nonparent-custodian complete a IV-D application for

⁸ Proof that the arrangement is not in violation of the custody order does not mean *contrary* to the custody order. Rather, the proof must show that the arrangement does not rise to a violation of the custody order that would justify contempt proceedings. Thus, if a payer shows that the payee has given written consent to the arrangement or provides other information that indicates the payee’s acquiescence to the change of residence (e.g., the recipient has not disagreed to the change of residence and has not filed a parenting time complaint), the arrangement is not in violation of the custody order. There may be some nonconsensual situations in which support should be abated administratively because the FOC would not be able to enforce the custody order (e.g., removal and placement of the child with the payer in a child welfare case when the removing court has not addressed support).

⁹ The payer may qualify for a 50 percent parenting time abatement on some older orders. This memo does not affect parenting time abatements where they apply.

¹⁰ Absent other documentation supporting the person’s claim, an office may require the person to provide a verified statement supporting the claim. An office may interpret receipt of public assistance for the child as proof the person is providing for the child.

services for each parent who is a party to the court case, particularly if the nonparent is seeking support from the former payee.¹¹

2. The FOC may redirect support to a person who is providing the actual care, support, and maintenance for the child. In determining whether the documentation supports a claim that a person is actually providing care, support, and maintenance for a child, the FOC may consider factors including, but not limited to, the following:

Nonparent-custodian (custodial party) IV-D application for services for each parent who is a party to the court case, particularly if the nonparent is seeking support from the payee. A IV-D application will collect updated information about the custodian, both parents, and the children. Opening a IV-D case allows the office to use IV-D locate and enforcement remedies, and helps with funding for the FOC office. [No matter how the court treats the third party's status, the case does not automatically become a IV-D case. If the payer signed a IV-D application, the case continues as a IV-D case. If neither the payer nor the third-party payee signed a IV-D application, the case is non-IV-D.]

Enforcement Program, codified as Title IV-D of the Social Security Act (IV-D program) 42 U.S.C. § 651 (1997) *et. seq.* The program outlines requirements that state child support agencies must follow in order to be eligible for funding under the legislation. *Id.* State child support agencies receiving federal funding are commonly referred to as IV-D agencies. See *infra* Part II.

² See *infra* Parts III & IV.

³ See OFFICE OF CHILD SUPPORT ENFORCEMENT, U.S. DEPT. OF HEALTH & HUMAN SERVS., ADMINISTRATION FOR CHILDREN & FAMILIES: HANDBOOK ON CHILD SUPPORT ENFORCEMENT, 4 (2005), available at <<http://www.acf.hhs.gov/programs/cse/pubs/>> [hereinafter CHILD SUPPORT ENFORCEMENT HANDBOOK].

⁴ According to the Federal Office of Child Support Enforcement, “[a]ny parent or person with custody of a child who needs help to establish a child support or medical support order or to collect support payments can apply for child support enforcement services.” *Id.*

⁵ *Id.* See also 42 U.S.C. § 608(a)(3) (1997) (requiring public assistance recipients to assign their right to collect support); 42 U.S.C. § 654 (1999) (discussing eligibility for Title IV-D services); 45 C.F.R. 302.33 (2006) (requiring state child support agencies to offer services to those who no longer receive or never received public assistance).

⁶ See *infra* Part IV.3.

⁷ OFFICE OF CHILD SUPPORT ENFORCEMENT, U.S. DEPT. OF HEALTH & HUMAN SERVS., ESSENTIALS FOR ATTORNEYS IN CHILD SUPPORT ENFORCEMENT 37 (2002), available at <<http://www.acf.hhs.gov/programs/cse/pubs/2002/reports/essentials/>> [hereinafter OCSE Attorney Handbook].

⁸ See *infra* Part III.1.

⁹ *Id.*

¹⁰ *Id.*

¹¹ Alabama, Alaska, Arkansas, California, Colorado, District of Columbia, Florida, Idaho, Maryland, Massachusetts, New York, Oregon, Pennsylvania,

²¹ 42 U.S.C. § 651 *et. seq.* (2000).

²² 42 U.S.C. §§ 601 & 651.

²³ OFFICE OF CHILD SUPPORT ENFORCEMENT, U.S. DEPT. OF HEALTH & HUMAN SERVS., NATIONAL CHILD SUPPORT ENFORCEMENT STRATEGIC PLAN 2005–2009 1 (2005), available at <<http://www.acf.hhs.gov/programs/cse/prgrpt.htm>> [hereinafter STRATEGIC PLAN]. The policy goals of state child support programs are similar to those articulated by OCSE. See, e.g., ORS 416.405 (2005) (“[I]t is the public policy of this state that dependent children shall be maintained, as much as possible, from the resources of both parents, thereby relieving or avoiding, at least in part, the burden often borne by single parents or by the general citizenry through public assistance programs.”). See also OCSE FY 2002/2003 ANNUAL REPORT, *supra* note 19, at 1 (“The Child Support Enforcement Program has been serving children and their families since 1975. Over these years, the program has changed from one that recoups welfare costs to one which serves a mostly non-welfare clientele. Congress created the Child Support Enforcement Program out of intense concern over the costs to the Federal and state governments of supporting children when their parents did not.”).

²⁴ 42 U.S.C. § 654 (1999); 45 C.F.R. §§ 301.10–301.13, 302.0–302.85 (2006).

²⁵ 42 U.S.C. § 654(4) (1999).

²⁶ See, e.g., PA. CONS. STAT. ANN. § 1910.3 (2006) (establishing who has standing to bring child support actions). According to the rule, an action can be initiated: “(3) by a public body or public or private agency having an interest in the care, maintenance or assistance of a person to whom a duty of support is owing” In 1984, Congress enacted legislation requiring states (through a judicial administrative process) to adhere to expedited timelines for establishing and enforcing child support orders. KAREN N. GARDINER, JOHN TAPOGNA & MICHAEL E. FISHMAN, ADMINISTRATIVE AND JUDICIAL PROCESSES FOR ESTABLISHING CHILD SUPPORT ORDERS 12–13 (2002)

Children’s Legal Rights Journal

The Role of Custodial Parents in the IV-D Child Support Process

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[hereinafter GARDINER ET AL.] (this report was prepared by representatives from The Lewin Group and ECONorthwest for the United States Department of Health & Human Services).

²⁷ Such welfare programs include Temporary Assistance to Needy Families (TANF) (formerly Aid to Families with Dependent Children) and Medicaid.

²⁸ 42 U.S.C. § 608(a)(3) (1997). The support rights that the custodial parent assigns to the state “constitute an obligation owed to such State by the individual responsible for providing such support.” 42 U.S.C. § 656(a)(1) (1997).

³⁸ This article does not address the issue of whether the IV-D Child Support System is the most effective vehicle for addressing issues of family poverty. Several commentators have suggested that the IV-D system does not fulfill its original promise of ameliorating child poverty and that, in fact, the current federally mandated process for collecting and enforcing support can harm relationships between children and parents. See, e.g., Jane Murphy, *Legal Images of Fatherhood: Welfare Reform, Child Support Enforcement and Fatherless Children*, 38 NOTRE DAME L. REV. 325, 351–62 (2003). However, it is unlikely that the IV-D

MiCSES sends a DIFFCUST alert when an unlicensed provider is receiving FIP. When a provider receives FIP, the FIP assignment takes priority over the redirection of support to the provider.⁸⁴ Therefore, IV-D staff must ensure the monthly support obligation is charging on the Bridges-referred IV-D case,⁸⁵ where the provider is the CP.

5.4 Ending the Redirection of Support

IV-D staff must end the redirection of support on the agency placement IV-D case as of the LEFTCARE effective date provided in the referral from MiSACWIS⁸⁶ when one of the following applies:

- The child's living arrangement is AWOL;
- The child's living arrangement is Parental Home; or
- The child's MiSACWIS case closed, and the child is no longer under MDHHS' care and custody (termination of county court jurisdiction).

IV-D staff must also end the redirection of support to an unlicensed provider if one of the following occurs:

- Updated Pay To information is received, and the child is placed in a funded placement; or
- The child is removed from the current unlicensed provider and placed with another unlicensed provider.

The unpaid support that accrued while the child was in the unlicensed provider placement will remain assigned and payable to the provider.⁸⁷

IV-D staff must review the court order to determine the whereabouts of the child (e.g., the child was placed with a family for adoption).⁸⁸ If IV-D staff determine the child returned to the home from which (s)he was removed, they may reassign the monthly support obligation(s) on that case (pre-placement relevant case).

⁸⁴ MCL 552.605d(3)

⁸⁵ This does not include MS, which must remain on the agency placement IV-D case.

⁸⁶ MiCSES will send an AGP_OFF alert when a LEFTCARE referral is received from MiSACWIS.

⁸⁷ This excludes MS, which is always payable and owed to the state for the time period that the child is in placement.

⁸⁸ Ref: IV-D Memorandum 2011-021 and SCAO ADM 2012-07, *When Child Support Stops and When It Continues*.

See, child support case, monthly obligation(s); and the relevant care and custody case. Redirection of Support Assigned [changes assignment] [changes the direction of the noncustodial party's monthly obligation, per [state collection unit] distribution rules.

2. A written agreement between the parties providing a suitable alternative arrangement is incorporated into the order. If there is an assignment of support to the state, the state must be a party to the written agreement.
3. A written, notarized agreement developed by the Department of Health and Human Services, between the custodial parent, non-custodial parent and the Department providing that the non-custodial parent pay support via automatic cuts, withdrawal through

additional discovery be done or additional witnesses be called to prove that a non-custodial parent has more income than the state is prepared to demonstrate.

Custodial parents' interest in seeking retroactive child support may conflict with the interests of the IV-D agency. State statutes and caselaw concerning retroactive support vary, with some states limiting retroactive support to a two or three-year period prior to the establishment of an order¹¹⁰ and others allowing custodial parents to seek support from the date of birth of the child.¹¹¹ The amount of retroactive support owed to a custodial parent can be substantial. However, a state agency may decline to pursue retroactive support because it can be difficult and time-consuming to establish.¹¹² The custodial parent should have an opportunity to pursue retroactive support and protect the child's pecuniary interest even if the state agency declines to seek retroactive support.

Finally, the state agency may be assisting different custodial parents in obtaining child support from the same non-custodial parent. The state is obligated to seek financial and medical support for each custodial parent and to allocate any money collected from the non-custodial parent among all custodial parents.¹¹³ The state is not permitted to advocate for the potentially conflicting interests of each custodial parent.¹¹⁴ However, each custodial parent has an interest in advocating for the specific needs of her family—interests that the state agency cannot be relied upon to protect.

IV. The Ability of Custodial Parents to Protect Their Interests and the Interests of Their Children in IV-D Cases Varies Among States

The ability of custodial parents to protect their interests and the interests of their children in IV-D cases depends upon whether they are considered parties, whether they are accorded due process rights, and whether they understand their role in the IV-D process. Among the twenty states reviewed for this article,¹¹⁵ there is no uniformity concerning the party status of custodial parents. In most states, the party status is ambiguous and is related to whether the custodial parent has executed an assignment of rights to collect support. In a few states, custodial parents are considered parties.¹¹⁶ The due process rights accorded to the custodial parent, including the degree to which a custodial parent/caretaker may participate in a IV-D child support case concerning his or her child, often depend upon whether or not the custodial parent is considered a party to the IV-D action. The explanations that IV-D agencies provide to custodial parents concerning the representation policies of the agency, conflicts of interest, confidentiality, and rights of

custodial parents in IV-D cases are often insufficient to enable parents to protect their own interests.

1. Party Status Accorded to Custodial Parents Under Federal and State Law

While government child support agencies are considered parties to IV-D cases, federal law, state law, and agency policy across the country are far less explicit as to whether custodial parents are considered parties to a IV-D action. In a lawsuit, an individual or entity who is considered a party is generally entitled to notice, an opportunity to participate in a proceeding, and the right to seek review of a lower court or administrative decision. These due process protections enable the party to protect his or her interests in the legal action. The custodial parent's party status in IV-D cases is often ambiguous; therefore, her ability to protect her interests and the interests of her children is limited.

Section IV-D of the Social Security Act ("the Act") and its implementing regulations intermittently refer to "parties" but the term is never defined. Some provisions seem to accord party status to custodial parents while others do not. For example, the Act requires states to provide notice of all proceedings involving establishment or modification of support to "individuals who are applying for or receiving services under the State plan, or who are parties to cases in which services are being provided under the State plan."¹¹⁷ The language makes clear that an individual who applies for or receives IV-D services is not necessarily considered a party to the case. Yet, there are other sections of the Act that suggest that custodial parents are parties to certain types of IV-D actions. The provisions concerning review and adjustment of support orders specify that every three years, either the parent or the state (if there is an assignment in place) may request a review and adjustment of a child support order.¹¹⁸ If the IV-D agency applies a cost of living adjustment or uses automated methods to adjust a support order, then the statute requires procedures permitting "either party to contest the adjustment."¹¹⁹ Therefore, for purposes of requesting a review or contesting an adjustment, the custodial parent is referred to as a party.¹²⁰

Federal regulations concerning state IV-D programs suggest that the custodial parent could be considered a party in expedited administrative and judicial processes for determining paternity and support. The regulations state that the due process rights of "parties" must be protected and that all "parties" are to be provided copies of any paternity determinations or support orders.¹²¹ However, the regulations neither define the term "party" nor require that the custodial parent be a party to these proceedings. They leave open the possibility that a state could establish an expedited process in which only the non-custodial parent and the state agency are considered

Party — The case's plaintiff or defendant, a typical child support case includes a custodial party, dependent(s), and noncustodial party.

Parties are almost always a child's parents [AND ALWAYS THE PAYER PARTY].

An individual who applies for or receives IV-D services is not necessarily considered a party to the case (and/or is not the payer party to the child support agreement of record, MCL 552.604(3)(b) and UIFSA 701(6)(A)).

Occasionally a court may recognize other people and agencies as parties to a case. If there is an [obligee] [FIP] [welfare] assignment of support to the state, the state must be a party to the written agreement [support agreement-obligor party's consent agreement of record, that assigns support] [in the concrete case] [MCL 552.604(3)(b) and UIFSA 701(6)(A)] THE NONCUSTODIAL PARENT AND THE STATE AS PARTIES.

Constitutional Republic form of government, for the people by the people, the parties' agreement of record that assigns, assignment to the government to enforce child support within the one-order-world-system according to the parties' agreement [law] of record. Consent makes law • A contract constitutes law between the parties agreeing to be bound by it, and Execution is the execution of the law according to the judgment [OF THAT AGREEMENT OF RECORD].

All cases must include a noncustodial-parent/payer/obligor/debtor-party parties' agreement [instrument] [assignment] of record in the legal action [public record] [public ledger] [court case] [docket] associated with a particular child support order.

Case

A legal action. Also the group of people associated with a particular child support order, court hearing or request for child support services. This typically includes a custodial party (CP), dependent(s), and a noncustodial parent (NCP) or putative father (PF). In addition to names and identifying information about its members, every child support case has a unique case identification number and includes information such as CP and NCP wage data, court order details, and NCP payment history.

(See also: Child Support; IV-D Case; IV-A Case; IV-E Case)

Alexander v. Brothsworth, 1915. "Party cannot be bound by contact that he has not made or authorized. Free consent is an indispensable element in making valid contracts.

2.1.1 Assignment Requirements

Federal laws in Title IV-A and Title IV-D of the Social Security Act, and Michigan laws¹¹ govern the assignment of child and spousal support when a family begins receiving assistance.

A Michigan referral for an assistance program requiring assignment (assignable referral) requires assignment whether or not a support order exists. Assignment occurs because the referable assistance case exists. In Michigan, assignment occurs on established MiCSES dockets (IV-D and non-IV-D), on existing MiCSES IV-D cases, and on cases MiCSES initially establishes as a result of the assignable referral. (Ref: Subsection 2.1.3, "Assignment of Support Details" in this manual section for a detailed discussion on assignment by type of assistance program.)

2.1.2 Relevance

Relevance is the IV-D program's method for applying incoming referral and assignment information from Bridges to MiCSES. MiCSES determines if any cases that already exist should be modified or changed to reflect the referral and assignment from the assistance program. Additionally, MiCSES determines whether or not any debts on those cases should be assigned. Generally, assistance is relevant for an existing MiCSES case when the:

- MiCSES member and the Bridges assistance member are the same person; and
- Bridges assistance member is an eligible participant in an assistance program.¹²

Refer to Section 3.03 in the *Michigan IV-D Child Support Manual* for more information on relevance.

Once MiCSES identifies relevant MiCSES cases for an assignable referral, it will assign appropriate support for an existing docket.¹³ If the docket in MiCSES was not a IV-D case before assistance, it will become one after assignment.

¹¹ 42 USC 608(a)(3), MCL 552.454(2), and MCL 722.718

DISTRIBUTION RULES / STATE COLLECTION UNIT DISBURMENTENT RULES

RULES IN BOTH FEDERAL AND STATE LAW THAT STIPULATE WHO HAS A LEGAL CLAIM ON THE PAYMENT OWED BY THE NONCUSTODIAL PARENT. THESE ARE CALLED ASSIGNMENT RULES. THESE ARE CALLED DISTRIBUTION RULES.

PROHIBITIONS AND REQUIREMENTS, the State cannot retain support monies exceeding

the total amount of assistance paid to the family, which accrues during the period that the family receives assistance under the program 42 USC 608(a)(3). Whereas the support obligation from the non-custodial parent is then passed-through from the collecting State, distributed to the custodial party on behalf of the dependent child(ren)—the intended beneficiaries of that agreement [of record]; also take note of the welfare (pass-through client participation payment).

The Deficit Reduction Act (DRA) of 2005 changes assignment [changes this assignment] (Support due from the non-custodial parent while the family is receiving FIP) to assign current support only, without arrears assignment, receipt of FIP [grant] triggers the assignment of currently charging support.

The term assignment denoting not only the act of transfer but also the instrument by which it is effect; the person receiving public assistance agrees to turn over to the state child support paid by the noncustodial parent, binding only upon that person [custodial party] [FIP recipient] receiving public assistance who made such an agreement with the state and or welfare agency (payee's agreement is constitutional, the right to contract in the unlimited), **Payee's assignment** [individual] [payee] [obligation] **based on FIP only**, changes case's-core-assignment based on the obligation paid by the noncustodial party, according to assignment rules/distribution rules.

Arrearage

Past due, unpaid child support owed by the noncustodial parent. If the parent has arrearages, he or she is said to be "in arrears".

Glossary of Common Child Support Terms

Assignment of Support Rights

The legal procedure by which a person receiving public assistance agrees to turn over to the state or tribe any right to child support, including arrearage, paid by the noncustodial parent in exchange for receipt of a cash assistance grant and other benefits. States and tribes can then use a portion of said child support to defray or recoup the public assistance expenditure.

Two individuals each with their own rights, that which are constitutional, the "payee" custodial parent and also the "payer" noncustodial parent, each transferring their own right or property to the state separately per each their own agreement that which assigns. The payee's right to support (that the payee agrees to obligate to the state)

[without opening a separate IV-case] stems from the same “monies” coming from the child support case’s core governmental assignment [to enforce child support]—payer’s agreement paid monthly by the noncustodial parent; his transaction (income withholding) for the State Collection Unit [Distribution Unit] assignment-is the transfer of one to another, to each their own, individual’s own agreements, agreed upon obligation (individual’s agreement) transferring the right or property [to the state] per that agreement. The Constitutional right of each individual to contract in the unlimited, the parties’ agreement (is law) contract law; statutorily law MCL 552.501(2) “voluntary by agreement” **where the law gives a right “to consent”** “authorize appropriations” Title 42 U.S.C. § 651 “support of children” “funds for the care of children” [consent to support of children for the care of children] **the law also gives a remedy “the right to withhold consent” per universal maxim of law.**

assistance ends, any PAA that exceed the URG will become payable to the family (will become UBAA).

A. Assignment Limitation

The amount of support the state may retain is limited to the amount of FIP grant the family has ever received, or the amount of assigned court-ordered support, whichever is less. This limitation ensures that the amount of money the state retains never exceeds the court-ordered obligation amount, and never exceeds the URG.²⁷

B. Unreimbursed Grant (URG)

The URG is the difference between the total value of the public assistance grant received by a family and the total amount of collections received and retained by the state. When a family member is receiving FIP assistance, if a support collection exceeds the URG amount for that family, the excess amount will be sent as a payment to the family.

Assignment & instrument by which it is effected—the legally and binding agreement. In all child support cases (all rights to support) are per agreement and is the arrangement in the concrete case bound to UIFSA’s linchpin record mechanism’s criteria rules as well as these other “rights to support” assignment rules:

DISTRIBUTION RULES

COLLECTION UNIT DISBURMENTENT RULES

ASSIGNMENT LIMITATION RULE

ASSIGNMENT RULES

STATE PROHIBITION RULES

DEFICIT REDUCTION ACT CHANGES ASSIGNMENT RULE

In all child support cases if a support collection exceeds the unreimbursed grant amount for that family, the excess amount will be sent as a [child support] payment to the custodial family.

1.1 Temporary Assistance for Needy Families (TANF)-Funded Benefits: Family Independence Program (FIP)

A family must meet several nonfinancial and financial eligibility factors to be eligible for FIP. Recipients of FIP receive a monthly grant (money) based on the number of people in the household and the income available to the household. The less income available per person in the household, the more money the family receives in the monthly FIP grant. The FIP grant supplements the family's income to meet the family's financial needs – a predetermined financial threshold necessary to meet basic living requirements. If the family's income exceeds the family's financial need (as determined by the predetermined threshold), the family's grant is reduced or the family may no longer be eligible for FIP benefits. (For more information, reference [Section 3.03, "Case Updates and Member Demographics," in the Michigan IV-D Child Support Manual.](#))

One of the conditions for receiving the FIP (TANF) grant requires FIP recipients to assign to the state their rights to support. When an individual or a family begins receiving FIP benefits, the receipt of FIP triggers the assignment of currently charging support² obligations for Child Care (CC), Child Support (CS), Payee Bonus (PB), and Spousal Support (SS).³ While the family does not have to repay the FIP grant, the support due from the non-custodial parent (NCP) while the family is receiving FIP is assigned to the state to reimburse the state for the FIP grant the family received. The portion of the FIP grant remaining unreimbursed is known as the unreimbursed grant (URG). (Ref: Subsection 2.1, "Assignment Rules," in this manual section for more information.)

1.2 Medicaid Benefits

A family must meet several nonfinancial and financial eligibility factors to be eligible for Medicaid. According to MDHHS policy, members receiving FIP assistance usually receive Medicaid. Custodial parties (CPs) receiving Medicaid for their dependents are required to assign to the state⁴ their rights to medical support (Medical Support – Client [MS] debt type).⁵

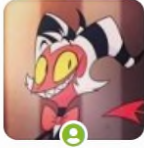
The amount of Medicaid benefits is not tracked as part of the FIP URG within the Michigan Child Support Enforcement System (MiCSES). MDHHS tracks the amount of state-retained medical support. The amount of state-retained medical support is limited to the amount of medical support that is ordered or provided in benefits, whichever is less, and comes due during the period that Medicaid benefits are provided to the family.

² Ref: [Section 5.10, "Debt Types," of the Michigan IV-D Child Support Manual.](#)

³ [42 United States Code \(USC\) 608\(a\)\(3\). The Deficit Reduction Act \(DRA\) of 2005 changes assignment to assign current support only, without arrears assignment.](#)

⁴ [Section 1912\(a\)\(1\)\(A\) of the Social Security Act, 42 Code of Federal Regulations \(CFR\) 433.145, 42 CFR 433.146, 42 CFR 433.147, 42 CFR 433.154, and 45 CFR 302.51.](#)

⁵ Ref: [Section 6.06, "Medical Support," of the Michigan IV-D Child Support Manual.](#)



ReinyDays

Gold Member

Joined: Oct 5, 2019
Messages: 9,588
Reaction score: 4,725
Points: 210
Location: State of Jefferson

Yesterday at 8:41 AM

#138

Brick Layer said:

Uniform State Laws (uniform child support orders) every state has its own method of citing local law in conformity with the Interstate Family Support Act and/or the (Convention).

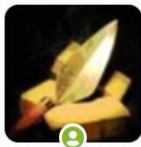
I cited Public Law 104-193, 110 Stat. 2105 (1996).

I cited the Hague Child Support Convention "[Click to expand...](#)" and binding on the states via the US

I just checked ... California, Oregon and Washington Stae all have their own laws, and only conform to the financial parts of UIFSA ... I've pursued a case in a court of law that involved the NIFSA, it's strictly voluntary to the States ... if the states comply with the provisions, they get additional money ... if the state doesn't comply, they don't get extra money ... State Laws are still strictly a State affair ...

You've mistaken every State joining with every State being mandated ... it's **A LOT** of Federal money involved ...

Sorry ... I asked for better references, not references that don't apply ... keep typing, maybe eventually you'll post something meaningful ... but I doubt it ...



Brick Layer

VIP Member

Joined: Jan 1, 2018
Messages: 292
Reaction score: 27
Points: 76
Location: Michigan

Yesterday at 5:09 PM

#139

WOW!!!

Just wow, asking myself, "Why the deep gouge – eh?"



ReinyDays said:

I just checked ... California, Oregon, and Washington Stae all have their own laws, and only conform to the financial parts of UIFSA ... I've pursued a case in a court of law that involved the NIFSA, it's strictly voluntary to the States ... if the states comply with the provisions, they get additional money ... if the state doesn't comply, they don't get extra money ... State Laws are still strictly a State affair

Seriously, on a more positive note, thanks for the constructive criticism it is always helpful to know others' perspectives.

[Contrary to the vantage point - clearly illustrated - herein and throughout] **[THIS...]**

STUDIED EXPOSE' CONSTITUTIONAL DUE PROCESS THOUGHT MODEL!

IN REVIEW OF SOMETHING MEANINGFULL HEREIN

[PRIVATE RIGHTS ARE MEANINGFUL]

"observance of those general rules established in our system of jurisprudence for the security of private rights"; [hence voluntary child support by agreement, a private right].

"in the concrete, it means that in a contest involving these rights, a person will be accorded the opportunity to contest the propriety of each step in the action sought to be taken against him."

"the term 'due process of law' is synonymous or interchangeable with, or equivalent to, law of the land, a phrase appearing in many of the state constitutions, due process of law being said to mean, in brief, the law of the land, including the unwritten law."

"Other synonymous or equivalent terms are due course of law, due course of the law of the land, and course of the common law.


LAW OF THE LAND, an **example of due process, is the private agreement in child support** (a worldwide system since the welfare reform federal legislation).

"Without Due Process" is like having "Rights without Remedies"

Title IV-D contains no private remedy -- either judicial or administrative -- through which aggrieved persons can seek redress but on the other hand take judicial notice of uniform record mandated — to continue receiving Title IV-D Funding, [voluntary by] "parties' agreement" criterion required by definition, mandated UIFSA LAW affect, linchpin record mechanism in the U.S. since welfare reform federal legislation.

Jan 14, 2018

#23

Brick Layer said: 

"Title IV-D contains no private remedy-- either judicial or administrative--through which aggrieved persons can seek redress."

[FindLaw's United States Supreme Court case and opinions.](#)



Title IV-D of the Social Security Act does not give individuals a federal right to force a state agency to substantially comply with Title IV-D. Justice O'Connor wrote for the court that parents cannot sue merely because a state fails to be in "substantial compliance" with federal collection standards.

Blessing v. Freestone

{{meta.pageTitle}}

Contemporary civil rights issues...  

Finally, jurisdiction over all remaining state law claims will be declined. Accordingly, it is ORDERED that:

All claims pursuant to 42 U.S.C. Section 1983 are DISMISSED

Any remaining state law claims are DISMISSED without prejudice;

The Clerk of the Court is directed to enter judgment accordingly.

IT IS SO ORDERED.

<https://cases.justia.com/federal/district-courts/new-york/nynyce/6:2010cv01361/83067/8/0.pdf>

ReinyDays said:

I just checked ... California, Oregon, and Washington State all have their own laws, and only conform to the financial parts of UIFSA ... I've pursued a case in a court of law that involved the NIFSA, it's strictly voluntary to the States ...

You've mistaken every State joining with every State being mandated ...

I AM IN AGREEMENT [with ReinyDays], state laws are strictly a State affair, and every state has its method of citing their local law "to establish child support obligations" For, reader please rereview what has been posted herein, my posting for this thread starting on page 5, then again on page 7 here currently, this is a fact, state law is uniform (treaty into state law, the UIFSA experience, the Convention "law of the land" via U.S. Constitution art. VI, cl.2.).

HAVEN'T MISTAKEN EVERY STATE BEING MANDATED WITH EVERY STATE JOINING

California, Oregon, and Washington state all have their UIFSA Laws (uniform state laws) uniform processes, and procedures; read "Background" [first page of first hyperlink] it states as I have truthfully explained without deception also see, the other links below each state was mandated to adopt the 2008 Version of UIFSA:

California

<https://www.courts.ca.gov/documents/SPR16-17.pdf>

[Background] The Uniform Interstate Family Support Act (UIFSA) provides universal and uniform rules for the enforcement of family support orders. UIFSA represents a collaborative effort among the Uniform Law Commission ("ULC"), federal and state child support officials, and representatives of national child support organizations

Oregon

[ORS Chapter 110 - Uniform Interstate Family Support Act](#)

Washington

[Chapter 26.21A RCW: UNIFORM INTERSTATE FAMILY SUPPORT ACT](#)

EVERY STATE JOINING

2008 Interstate Family Support Act, Family Law | Civil Procedure & Courts | International Law (as a condition of continuing to receive federal funds for state child support programs.

EVERY STATE BEING MANDATED

Title IV-D is voluntary (state participation) but to receive federal funds for state child

support programs every state is mandated to make UIFSA and or the Convention have an effect. Uniform laws [uniform record mechanism] Interstate Family Support Act.

Source:

<https://www.uniformlaws.org/committees/community-home?CommunityKey=71d40358-8ec0-49ed-a516-93fc025801fb>

House Bills 4743-4745

These bills, which amend different acts, change a reference to the Uniform Interstate Family Support Act to the Uniform Interstate Family Support Act (2015). Each bill is tie-barred to House Bill 4742.

House Bill 4743 amends the Office of Child Support Act, MCL 400.233.

House Bill 4744 amends the Support and Parenting Time Enforcement Act, MCL 552.602.

House Bill 4745 amends the Friend of the Court Act, MCL 552.502.

BACKGROUND INFORMATION AND BRIEF DISCUSSION:

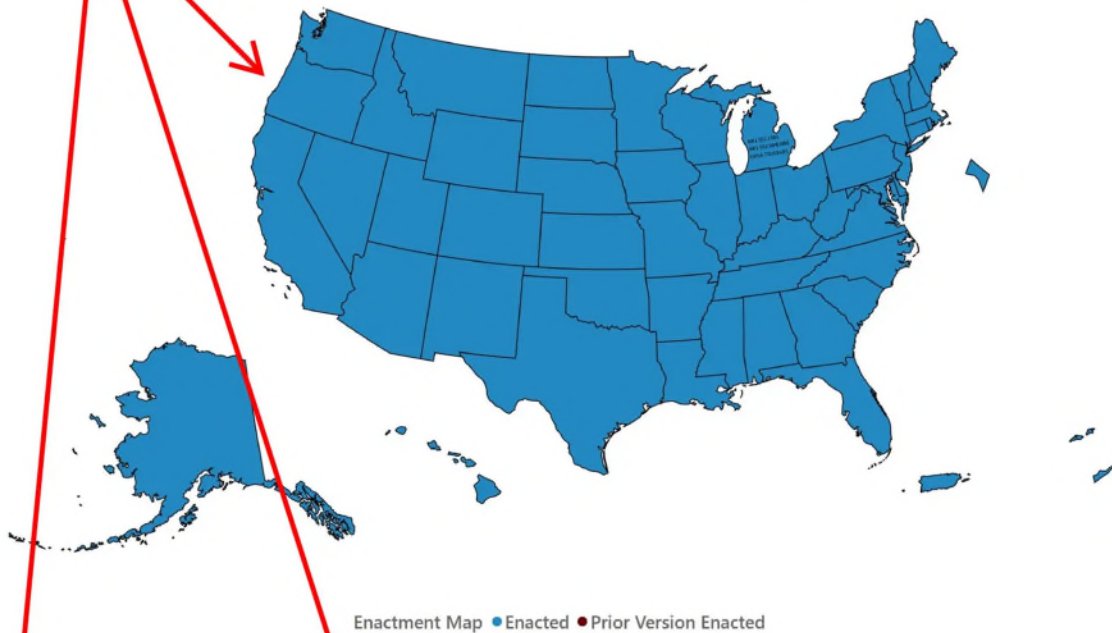
As far back as 1950, states adopted uniform laws addressing the collection of child support across state lines. The biggest reform occurred in 1996 when a provision in the federal Personal Responsibility and Work Opportunity Reconciliation Act of 1996 mandated that, as a condition of continuing to receive funding for child support programs, states adopt the UIFSA. In 2001, the National Conference of Commissioners on Uniform State Law, or Uniform Law Commission, clarified provisions of UIFSA 1996. Most states adopted UIFSA 2001, but Michigan did not and continues to operate under the 1996 version.

In 2007, the Hague Convention adopted numerous provisions to establish uniform procedures for processing international child support cases. The following year, in 2008, the Uniform Law Commission approved amendments to its model UIFSA to incorporate the provisions of the Hague Convention. The U.S. ratified The Hague Convention, but ratification requires adoption of the UIFSA 2008 version (without substantive modifications) by all 50 states. To ensure compliance, all states are required to adopt the UIFSA 2008 by the end of their 2015 legislative sessions under provisions of the federal Preventing Sex Trafficking and Strengthening Families Act that was enacted in 2014. A state that does not enact the modified UIFSA by that date may lose federal funding that supports state child support programs. To date, 46 states and Puerto Rico have enacted the UIFSA 2008; New Jersey, Pennsylvania, and the District of Columbia have legislation pending; only Massachusetts has yet to introduce legislation. (Information is derived from materials available on the ULC website regarding the 2008 UIFSA at:

[In, Michigan, UIFSA is codified as MCL 552.2101.](#)

<https://cms9files.revize.com/mecostacountymi/Courts/Friend%20of%20the%20Court/PSA29.pdf>

Map Bill List Summary Enactment History



Description

The Uniform Interstate Family Support Act (UIFSA) allows enforcement of child-support orders issued by an out-of-state court. The 2008 UIFSA Amendments modify the previous version of UIFSA's international provisions to comport with the obligations of the United States under the 2007 Hague Convention on the International Recovery of Child Support and Other Forms of Family Maintenance. 2014 federal legislation requires all states to enact the 2008 UIFSA Amendments as a condition of continuing to receive federal funds for state child support programs.

Intergovernmental Reference Guide (IRG)

<https://ocsp.acf.hhs.gov/irg/welcome.html>

U.S. Department of Health and Human Services & Administration for children & Families
Office of Child Support Enforcement
Public User Access, find your state.

Interstate 101 training!

https://www.acf.hhs.gov/sites/default/files/documents/ocse/interstate_101.pdf

ReinyDays said:

all have their own laws, and only conform to the financial parts of UIFSA ...

This issuing state's statutory laws must conform to the uniform family laws prescribed under UIFSA law, UIFSA process, and UIFSA procedures and cannot simply conform to the financial parts of UIFSA for the Convention and or the UIFSA to have an effect. Every

issuing state child support establishment must adhere to [UIFSA case construct] document records that meet criteria for enforcement and recognition across state lines and abroad, every issuing state child support case must be in conformity with UIFSA CEJ linchpin rules - child support is evidence-based and case-specific. **If the parties' agreement** [your state legislation], **in Michigan MCL 552.604(3)(b) and found in conformity to UIFSA 701(6)(A)(i), if neither has an effect and/or are dismissible as insignificant and/or meaningless (to be ignored) then why are both citations uniformly written and/or what would be the legislated intent of such legislations be (if not private rights)???** The States cannot conform to part of a law "the financial parts" without conforming to the entire law (uniform processes and procedures), such as the voluntary consent agreement in the issuing state court continuing, exclusive jurisdiction, the "support agreement" enforced as a judgment, decree, or order in the issuing state. UIFSA construct applies to establishing every case and in every state (issuing state) case establishment [MCL 552.604(3)(b), MCL 552.2205(1)], UIFSA 701(6)(A) for this uniform law (uniform records law) founding documentation to have reaching effect, valid across CSE FORUMS, a uniform utilitarian-document-evidence-record effect mechanism in the issuing state affected under uniform linchpin rules & key safeguards. Otherwise, if UIFSA did not apply to establishing every case and in every state than there would still be multiple orders being [mistakenly] issued between the same litigants and child, as often did happen to occur prior to UIFSA [record] LAW being mandated upon all the states and in all the political-subdivisions of the states [for each state to continue receiving Title IV-D Funding]. In accordance with "voluntary by agreement" in accordance with the state plan 42 U.S.C. § 654 (23); MCL 552.501 "assist parties voluntarily to resolve contested domestic relations matters by agreement" domestic relations matters, by agreement means by support agreement (domestic child support relations) "funds for the care and support of children". Voluntary by agreement, in Michigan as the issuing state this agreement, MCL 552.604(3)(b) local "support agreement" effects UIFSA 701(6)(A) "Outside this State" is foreign to other states within the same global CSE forum (debtor agreement/CSE forum).

DUE PROCESS CONSIDERATIONS HAVE LITTLE OR NO RELEVANCE WHEN [AFTER] AN AGREEMENT IS [HAS BEEN] ENTERED INTO [THE RECORD] BY THE PARTIES!!!

(INDIVIDUAL PRIVATE RIGHT), THE RELEVANCE OF A PRIVATE AGREEMENT IS THE AGREEMENT'S BINDING EFFECT GIVEN ITS VOLUNTARY NATURE, AUTHORIZING APPROPRIATIONS (FUNDING) VOLUNTARILY BY AGREEMENT, ASSIGNMENT SUCH AS A LEGALLY ENFORCEABLE AGREEMENT, UIFSA DOCUMENT RECORD CRITERIA FOR RECOGNITION AND ENFORCEMENT OF A VALID SUPPORT ORDER "ONE-ORDER" "ONE-TIME" "ONE-PLACE" WORLD SYSTEM GLOBAL CSE FORUM WITH A LOCAL COUNTY PORTAL (DEBTOR AGREEMENT/CSE FORUM/ASSIGNMENT).

Recognition and Enforcement of a Foreign Support Agreement

https://www.acf.hhs.gov/sites/default/files/programs/css/hague_convention_bench_card_foreign_support_agreement.pdf

- The tribunal must recognize and enforce a registered Convention foreign support agreement unless there is a timely challenge and the contesting party proves one of the four grounds for which a tribunal may refuse recognition and enforcement. UIFSA §§ 710(d)(1) - (4):
 - Recognition and enforcement of the agreement is manifestly incompatible with public policy.
 - Due process considerations have little or no relevance when an agreement is entered into by the parties. However, the public policy defense may be raised where the parties have a great discrepancy in negotiating power or the agreement is reached through duress.
 - The agreement was obtained by fraud or falsification.
 - The agreement is incompatible with a support order involving the same parties and having the same purpose in the registering state, another U.S. state, or a foreign country if such order is entitled to recognition and enforcement under UIFSA.
 - A record transmitted under § 710(b) lacks authenticity or integrity.
- Issues of personal jurisdiction over the parties, and considerations of the lack of notice or opportunity to be heard, will not arise with respect to the agreement, given its voluntary nature.

PROCEDURAL ISSUES

- UIFSA requires the complete text of the foreign support agreement; an abstract or extract is not acceptable.
- Where the registered foreign support agreement provides for child support that continues beyond age 21, there is no obligation on the Central Authority to provide assistance other than for the period that is within the scope of the Hague Child Support Convention (i.e., to age 21). Beyond that, the applicant may need to retain private counsel and make a direct request to the tribunal for enforcement under UIFSA § 705.
- UIFSA § 316 has special rules regarding evidence and procedures:
 - The tribunal may not require the physical presence of the nonresident applicant.
 - The tribunal must permit a party or witness residing outside the state to testify by telephone, audiovisual means, or other electronic means.
 - Some Convention countries may require compliance with the Hague Evidence Convention in order for one of their residents to present evidence in a U.S. judicial proceeding.
 - The tribunal cannot exclude documents from evidence on an objection based solely on the means of transmission.
- UIFSA § 317 authorizes communication with a foreign tribunal about its laws; the legal effect of a decree, decision, or order; or the status of a proceeding.
- UIFSA § 318 authorizes a U.S. tribunal to assist a tribunal of another country with the discovery process.

II. Direct Request to a Tribunal

WHO MAY APPLY; PROCEDURAL DIFFERENCES

- The Hague Child Support Convention allows the obligee or obligor to make requests directly to the tribunal. The petitioner may appear pro se or through private representation. Such cases do not involve any services by the state IV-D agency as the Central Authority.

A LITTLE HERE A LITTLE THERE SPEAKING TO THE MIND
PUTTING IT ALL TOGETHER — IN YOUR HEAD
A CONSTITUTIONAL THOUGHT MODLE (VOLUNTARY BY AGREEMENT)



PHOTO-MONTAGE CONTINUED

DRIVING IT HOME, THE AGREEMENT PORTRAYED
CHILD SUPPORT VOLUNTARY BY AGREEMENT
Every picture tells a story does it not!!!

Enforcement) Of Family Court Orders (July 2016)

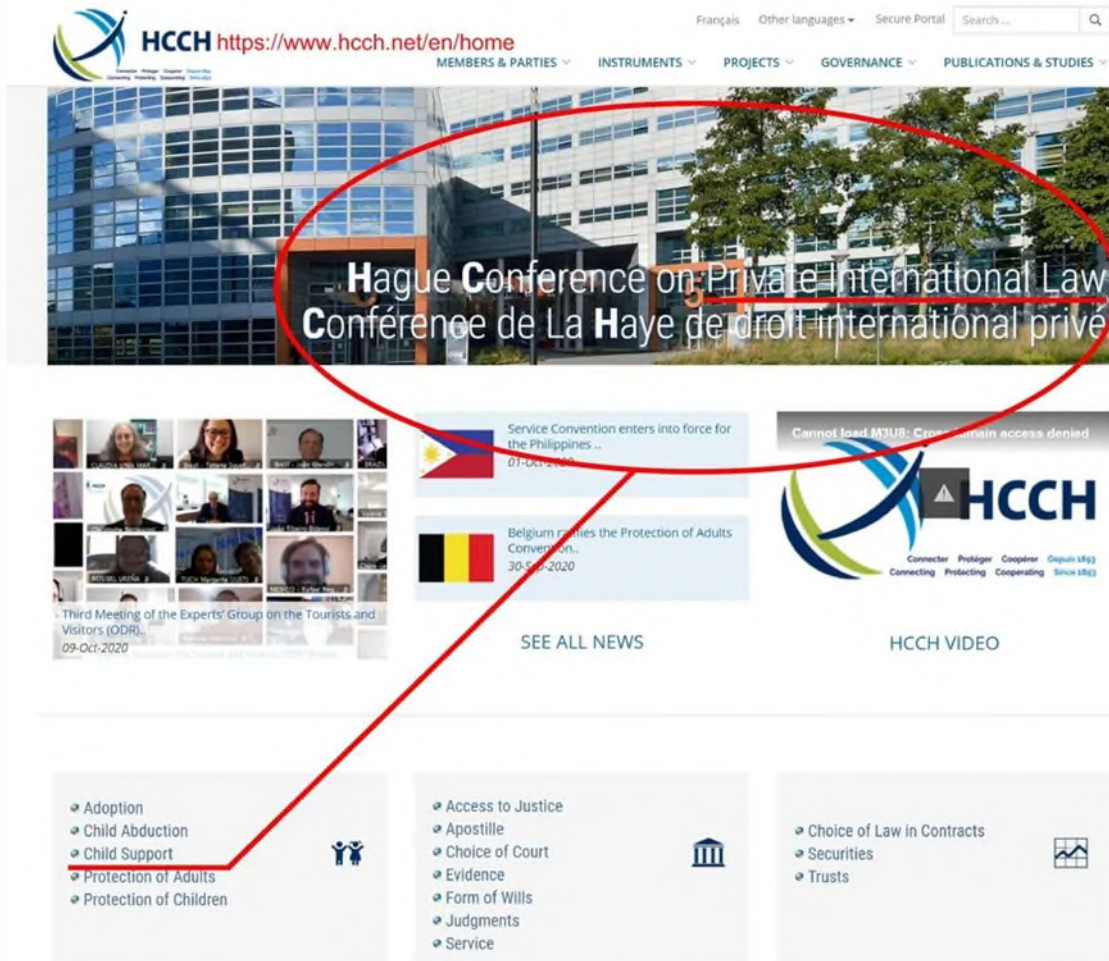
https://www.gregoryforman.com/publications/enforcement-or-defending/?fbclid=IwAR1if_L4JrSoQEQuW5gWZ9XdBZSQQefo2fjNrBvcu_pd87Bu0cyWof8Y-4

Material for Charleston School of Law lecture, July 2016

Although not really cognized as such, family court orders are a court of equity's creation of private law. While applicable South Carolina civil or criminal code sections set limits on conduct for all citizens or some class of citizens, a family court order sets rights and responsibilities for the parties subject to that particular order. And the consequences of not following such orders are powerful:

An adult who wilfully violates, neglects, or refuses to obey or perform a lawful order of the court may be proceeded against for contempt of court. An adult found in contempt of court may be punished by a fine, a public work sentence, or by imprisonment in a local correctional facility, or any combination of them, in the discretion of the court, but not to exceed imprisonment in a local correctional facility for one year, a fine of fifteen hundred dollars, or public work sentence of more than three hundred hours, or any combination of them. S.C. Code Ann. §63-3-620.

The tool of contempt sanctions puts police powers in the hands of private citizens. Ultimately, if one party does not follow a family court order, the other party may be able to have that party incarcerated. Yet, while it may occasionally surprise our clients, family court orders are not self-enforcing. Even support orders



HAGUE CONFERENCE ON PRIVATE INTERNATIONAL LAW

Multilateral Treaties (entered into force for U.S. January 1st, 2017)

International Governmental Organization (IGO)

Binds the United States, Intergovernmental Organization (IGO)

CHILD SUPPORT IS PRIVATE LAW

CONTRACT IS LAW

VOLUNTARY BY AGREEMENT

CONSENTS ON THE RECORD SINCE WELFARE REFORM FEDERAL LEGISLATION 1996

CHILD SUPPORT ESTABLISHMENT (interstate and intrastate cases, IV-D processes)

Local Law MCL 552.604(3)(b) and UIFSA Law & process §701(6)(A)

Expedited Stream-lined Uniform Record Processes and Procedures Mechanism

In the United States all CSE Law is to be uniform in every state and each state's laws work in unison with all CSE Law and all in conformity to the constitution with the preservation of private rights (voluntary by agreement consents of record by the will of the governed government for the people by the people).

Seventh additional protocol to the constitution of the Universal Postal Union of July 10, 1964, with general regulations and the universal postal convention with final protocol.

*Done at Bucharest October 5, 2004.
Entered into force January 1, 2006; definitively for the United States June 20, 2006.*
TIAS

Eighth additional protocol to the constitution of the Universal Postal Union of July 10, 1964, with general regulations and the universal postal convention with final protocol.*

*Done at Geneva August 12, 2008.
Entered into force January 1, 2010; definitively for the United States July 28, 2010.*
TIAS

Note:

* Unless otherwise indicated by the depositary, all states parties to the constitution of the Universal Postal Union signed the final act of the Universal Postal Congress, Geneva, 2008. The General Regulations and Universal Postal Convention adopted at Geneva replaced those adopted at Bucharest October 5, 2004, which in turn replaced those adopted at previous postal congresses.

Postal payment services agreement.

*Done at Geneva August 12, 2008.
Entered into force January 1, 2010; definitively for the United States July 28, 2010.*
TIAS

POSTAL UNION OF THE AMERICAS AND SPAIN

Note: The depositary for agreements in this section is Uruguay.

Constitution of the Postal Union of the Americas and Spain, with final protocol.

*Done at Santiago November 26, 1971.
Entered into force July 1, 1972.
23 UST 2924; TIAS 7480*

Additional protocol to the constitution of the Postal Union of the Americas and Spain.

*Done at Lima March 18, 1976.
Entered into force October 1, 1976.
30 UST 337; TIAS 9206*

PRIVATE INTERNATIONAL LAW

Protocol embodying a declaration on the juridical personality of foreign companies.

*Done at the Pan American Union, Washington, June 25, 1936.
Entered into force for the United States July 10, 1941.
55 Stat. 1201; TS 973; 3 Bevans 274; 161 UNTS 217*
Depositary: Organization of American States

Statute of the International Institute for the Unification of Private Law.

*Done at Rome March 15, 1940.
Entered into force July 15, 1955; for the United States March 13, 1964.
15 UST 2494; TIAS 5743*

Amendments:

June 15-16, 1965 (19 UST 7802; TIAS 6611)
December 18, 1967 (20 UST 2529; TIAS 6716)
February 18, 1969, for articles 5, 11 and 16 (30 UST 5663; TIAS 9519)
November 9, 1984, for article 16

Depositary: Italy

Statute of The Hague Conference on Private International Law.

*Done at the 7th session of the Conference at The Hague October 9-31, 1951.
Entered into force July 15, 1955; for the United States October 15, 1964.
15 UST 2228; TIAS 5710; 220 UNTS 121*

Amendment:

June 30, 2005

Depositary: Netherlands

Convention abolishing the requirement of legalisation for foreign public documents, with annex.

*Done at The Hague October 5, 1961.
Entered into force January 24, 1965; for the United States October 15, 1981.
33 UST 883; TIAS 10072; 527 UNTS 189*

Depositary: Netherlands

Convention on the service abroad of judicial and extrajudicial documents in civil or commercial matters.

*Done at The Hague November 15, 1965.
Entered into force February 10, 1969.
20 UST 361; TIAS 6638; 658 UNTS 163*

Depositary: Netherlands

<https://www.state.gov/wp-content/uploads/2019/07/2019-TIF-Multilaterals-7-31-2019-1.pdf>

542

Multilateral Treaties in Force as of January 1, 2019

REGIONAL ISSUES

Convention on the international recovery of child support and other forms of family maintenance.

*Done at The Hague November 23, 2007.
Entered into force January 1, 2013; for the United States January 1, 2017.*

TIAS

Depositary: Netherlands

Convention establishing an International Organization of Legal Metrology.

*Done at Paris October 12, 1955.
Entered into force May 28, 1958; for the United States (as amended) October 22, 1972.*

23 UST 4233; TIAS 7533; 560 UNTS 3

Amendment:

January 18, 1968

ARTICLE 7

SUPPORT PROCEEDING UNDER CONVENTION

Introductory Comment

This article contains provisions adapted from the Convention that could not be readily integrated into the existing body of Articles 1 through 6. For the most part, extending the coverage of UIFSA (2008) to foreign countries was a satisfactory solution to merge the appropriate Convention terms into this act. In understanding this process, it must be clearly stated that the terms of the Convention are not substantive law.

The Convention is a multilateral treaty which binds the United States and the other Convention countries to assure compliance. As such, it will be the law of the land; but the treaty is not self-executing. *See, Medellin v. Texas*, 552 U.S. 491, 128 S.Ct. 1346, 170 L.Ed.2d 190 (2008). Thus, the ultimate enforcement of the treaty in the United States is dependent on the key implementing federal law and the enactment of both federal and state legislation which provide the mechanism for enforcing the requirements of the Convention. This act is predicated on the principle that the enactment of UIFSA (2008) in all States and federal jurisdictions will effectively implement the Convention through state law by amending Articles 1 through 6, plus the addition of this article. The treaty, in essence, establishes the framework for a system of international cooperation by emulating the interstate effect of UIFSA for international cases, especially those affected by the Convention.

In relatively few instances, the provisions of the Convention are sufficiently specific that a choice was made between amending UIFSA accordingly, with a disproportionate effect on all support orders enforced under state law, or accommodating potential conflicts by creating a separate article to apply only to Convention support orders. The choice was to draft this article as state law to minimize disruption to interstate support orders, which constitute the vast majority of orders processed under UIFSA. Note that this act is the substantive and procedural state law for: (1) responding to an application for establishment, recognition and enforcement, or modification of a Convention support order; and, (2) initiating an application to a Convention country for similar action.

The four Hague maintenance conventions that preceded the 2007 Convention, and the three prior versions of UIFSA, have common goals. The distinctions between the jurisdictional rules in the common-law tradition in the United States, and the civil law systems in most of the countries that were parties to the earlier maintenance conventions, were obstacles to participation of the United States in any of the multilateral maintenance treaties. As the world has grown smaller and globalization has become the order of the day, reconciling the differences has become more and more important. Understanding the necessity for accommodation has made the task easier. This is not to say easy, as evidenced by the fact that the formal negotiations leading to the final text of the Convention spanned from May, 2003, to November, 2007.

The United States signed the Convention on November 23, 2007 and the Senate gave its advice and consent to ratification in 2010. Enabling federal legislation was enacted on September 29, 2014 which requires all states to enact UIFSA (2008) by the end of 2015. At that point the

United States will deposit its instrument of ratification and the Convention will enter into force in the United States

UIFSA (2008) and the 2007 Convention have far more in common than did former uniform acts and maintenance conventions, and, in fact, many provisions of the Convention are modeled on UIFSA principles. The negotiations demonstrated that it is possible to draft an international convention, which incorporates core UIFSA principles into a system for the establishment and enforcement of child support and spousal-support orders across international borders, and creates an efficient, economical, and expeditious procedure to accomplish these goals. Matters in common, however, go far beyond identical goals. The negotiations provided an opportunity for an extended interchange of ideas about how to adapt legal mechanisms to facilitate child support enforcement between otherwise disparate legal systems.

International cross-border enforcement has been far more important in Western Europe, and more recently, throughout the countries of the European Union than has been the case in the United States. On the other hand, experience with establishment and enforcement of interstate child-support orders in the United States has been building since 1950, and accelerated rapidly with enactment of Title IV-D of the Social Security Act in 1975. Clearly, the issues are far easier to deal with nationally because of the common language, currency, and legal system, and, since 1996, with the Title IV-D requirement that all states enact the same version of UIFSA. In fact, since the advent of UIFSA and Title IV-D, millions of interstate cases have been processed through the child support enforcement system and thousands of support orders from other countries have also been registered and enforced in the United States because UIFSA treated such orders as if they had been entered by one of the states. In the future, in Convention countries, this country's orders will be entitled to similar treatment. The entry into force of the Convention is designed to further improve the process and will most certainly lead in a few years to a substantial increase in international cases, both incoming and outgoing.

To create UIFSA (2008), it was necessary to integrate the texts of UIFSA (2001) and the Convention. This did not present a significant drafting challenge for the most part. By far the most common amendment in Articles 1 through 6 is to substitute "state or foreign country" for the term "state." These simple amendments expanded a majority of this act to cover foreign support orders. In this article statutory directions are given to "a tribunal of this state," and also to a "governmental entity, individual petitioner, support enforcement agency, or a party."

~~**SECTION 701. PROCEEDING TO DETERMINE PARENTAGE.** A court of this State authorized to determine parentage of a child may serve as a responding tribunal in a proceeding to determine parentage brought under this [Act] or a law or procedure substantially similar to this [Act].~~

Comment

This provision with appropriate rewording, has been transferred to Section 402, *supra*.

B. Establishing a Support Order

1. **FAMILY SUPPORT.** The Act may be used only for proceedings involving the support of a child or spouse of the support obligor; it does not include enforcement of other duties of support found in the statutes of a few states, such as requiring support of an elderly or disabled parent by an adult child, Sections 101(2),(18).

2. **LOCAL LAW.** UIFSA provides that the procedures and law of the forum apply, with some significant additions or exceptions:

(a) Certain procedures are prescribed for interstate cases even if they are not consistent with local law, i.e.: the contents of interstate petitions, Sections 311 and 602; the nondisclosure of certain sensitive information, Section 312; authority to award fees and costs including attorney's fees, Section 313; elimination of certain testimonial immunities, Section 314; and, limits on the assertion of nonparentage as a defense to support enforcement, Section 315.

(b) Visitation issues cannot be raised in child support proceedings, Section 305(d).

(c) Special rules for the interstate transmission of evidence and discovery are added to help place the maximum amount of information before the deciding tribunal. These procedures are available in cases in which the tribunal asserts jurisdiction over a nonresident, (Sections 210, 316-318), and may have the effect of amending local law in long-arm cases.

(d) The choice-of-law rule for the interpretation of a registered order is that the law of the issuing State governs the underlying terms of the controlling support order. One important exception exists; if the registering and issuing State have different statutes of limitation for enforcement, the longer time limit applies, Section 604.

3. **CONTINUING EXCLUSIVE JURISDICTION AND THE ONE-ORDER SYSTEM.** Under URESA and RURESA the majority of support proceedings were de novo. Even when an existing order of one State was "registered" in a second State, the registering State often asserted the right to modify the registered order. This meant that multiple support orders could be in effect in several states. As far as is possible, under UIFSA the principle of continuing, exclusive jurisdiction aims to recognize that only one

valid support order may be effective at any one time, Sections 205-207. This principle is carried out in Sections 203-211.

4. **PRIVATE ATTORNEYS.** UIFSA explicitly authorizes parties to retain private legal counsel in support proceedings, Section 309, as well as to use the services of a state support enforcement agency, Section 307(a). The Act expressly takes no position on whether the support enforcement agency's assistance of a supported family establishes an attorney-client relationship with the applicant, Section 307(c).

Compromise on Personal Jurisdiction



- Most countries honor creditor-based jurisdiction for establishment of child support
- U.S. requires "minimum contacts" with the forum
- U.S. took a "reservation" concerning jurisdiction based upon "creditor's habitual residence," parties' agreement to jurisdiction, or jurisdiction based upon parental responsibility or nationality of a party
- "A Contracting State shall, if recognition of a decision is not possible as a result of a reservation...and if the debtor is habitually resident in that State, **take all appropriate measures to establish a decision for the benefit of the creditor.**"

http://www.mfsrc.org/Conferences_files/2018/handouts/Hague.pdf

9/26/2018

MFSRC Annual Conference

9

COMPROMISE ON PERSONAL JURISDICTION

Jurisdiction base upon "parties' agreement" to jurisdiction, or jurisdiction based upon "parental responsibility agreement" of record.

Title 45 U.S. Code § 303.101(d)(3), voluntary support liability and stipulated agreements; MCL 552.507(e); MCL 552.604(3)(b); UIFSA 701(6)(A).

THE AGREEMENT "SUPPORT AGREEMENT" "FOREIGN SUPPORT AGREEMENT" IS THE SUBJECT-MATTER (CHILD SUPPORT ENFORCEMENT) JURISDICTION OF THE FORUM, IS A GLOBAL DEBTOR'S AGREEMENT/CSE FORUM WITH A LOCAL COUNTY [INTRASTATE] PORTAL MANDATED [UIFSA CONSTRUCT] RECORD MECHANISM IN U.S. SINCE WELFARE REFORM FEDERAL LEGISLATION.

personal jurisdiction over the respondent, standing alone, is not sufficient to grant subject matter jurisdiction over a proposed modification to a tribunal of the State of residence of the petitioner, see *LeTellier v. LeTellier*, 40 S.W.3d 490, 90 A.L.R.5th 707 (Tenn. 2001), reversing 1999 WL 732487 (Tenn. App. 1999).

Subsection (b) is intended to cement the principle that modification of an existing order is not subject solely to the usual rules of personal jurisdiction over both parties. Even if a tribunal has personal jurisdiction over both parties, absent agreement of the parties it does not have subject matter jurisdiction to modify a support order of another State if one of the parties or the child reside in the issuing State at the time the modification proceeding is filed, see Section 207, *infra*. Even if everyone has moved away from the issuing State, a tribunal having personal jurisdiction over both parties may not modify the order if the petitioner is a resident of the tribunal forum—unless both

vices passed constitutional muster on all points, because the adequate support of children was clearly in pursuit of the general welfare.

[B] Method of Enactment by State as Unconstitutional (Violation of Separation of Powers)

[1] Enactment by Court Order

Where guidelines were enacted by court order or decision, the guidelines were challenged as a violation of separation of powers. These challenges posit the argument that judges are improperly making substantive rules of law, a function of the legislative branch.

⁸⁸ 787 F. Supp. 724 (N.D. Ohio 1991), and its companion case at 787 F. Supp. 738 (N.D. Ohio 1992).

⁸⁹ *King v. Smith*, 392 U.S. 309 (1968).

Child Support Guidelines: Interpretation and Application

https://books.google.com/books?id=WS4GIZ3oj1wC&pg=SA1-PA44&lpg=SA1-PA44&dq=constitutional+muster+child+support&source=bl&ots=I8o5_wrC_R&sig=ACfU3U1m-AmE8XentwCsLB8Mu320fK49Q&hl=en&sa=X&ved=2ahUKEwj8InKl-T0AhXVvc0KHd5RD2sQ6AF6BAgJEAM#v=onepage&q&f=false

CHILD SUPPORT GUIDELINE MODELS

§ 1.09[B]

Some constitutional challenges have come from the very judiciary enacting the child support guideline. For example, in 1989, the Maine Supreme Court issued its guidelines by a four to seven vote after being directed by the state legislature to enact child support guidelines. The statement of nonconcurrence declared:

At the legislature's direction, the Court has set out upon a path it has never previously taken. Today the Court writes law in a context divorced from the decision of any particular case and in an area not involving the customary work day rules of court like procedure, evidence, and lawyer/judge discipline. The Child Support Guidelines involve difficult and abstract questions of policy that the people's elected representatives, not this Court, should decide. At the very least, an executive agency should promulgate such rules according to standards set by the legislature.⁹⁰

Maine subsequently enacted its child support guidelines by legislative act.⁹¹

Similarly, Alaska adopted its guidelines by court rule. One justice dissented, stating that the new court rule purported to establish substantive rules of law governing support awards. Citing the Alaska Constitution,⁹² the dissent claimed the court was empowered to make rules of law only in actual cases, in the administration of the courts, and in matters of practice and procedure.⁹³ The same constitutional argument was raised when Arkansas adopted its child support guidelines by order of the Supreme Court, when one justice declared that the legislature had unconstitutionally delegated the authority to legislate to the court.⁹⁴ In both Alaska and Arkansas, however, the majority of the court declared that the legislation authorizing the court to promulgate child support guidelines must be presumed to be constitutional; any challenge must come from party litigants.

AGREEMENT NEGOTIATED BY THE PARTIES IN THE COUNTRY OF ORIGIN MANDATED FOUNDING DOCUMENTATION [TAKING TESTIMONY AND ESTABLISHING A RECORD] CASE ESTABLISHMENT EVIDENCE-BASED CHILD SUPPORT IS CASE-SPECIFIC; ADJUDICATION BASED ON EVIDENCE SUBMITTED BY THE PARTIES TO THE CASE; ALL CONSTITUTIONAL CHALLENGES MUST COME FROM THE PARTIES LITIGANT; ALL CHALLENGES TO THE AGREEMENT MUST COME FROM THE PARTIES LITIGANT; ALL CHALLENGES TO THE ASSIGNMENT MUST COME FROM THE PARTIES TO THE INSTRUMENT FROM WHICH IT IS EFFECTED (AGREEMENT THAT ASSIGNS); AND, KEYS, **THE RECORD AS A SAFEGUARD** AUDIT THE (TITLE IV WELFARE) PART D CASE RECORD FOR EVIDENCE OF IV-D AGENCY COMPLIANCE [IS THERE A NEGOTIATED BY THE PARTIES PAYER'S PARTIES' AGREEMENT OF RECORD IN THE ISSUING STATE] UNIFORM CASE CONSTRUCT MANDATED CRITERION FOR RECOGNITION & ENFORCEMENT, EH.

VI. Reporting and Record-Keeping Requirements

2 CFR 225 outlines accounting related record-keeping requirements for audit purposes. There may also be state record-keeping and reporting requirements. Depending on the services provided by the self-help services, the IV-D agency may need the court to keep statistics to comply with federal reporting requirements. The cooperative agreement between the courts and the IV-D agency should specify all record-keeping and reporting requirements.

OCSE is required to conduct periodic audits of the "adequacy of financial management of the state IV-D program, including assessment of whether the funds to carry out the state program are being adequately expended, and are properly and fully accounted for...."²¹ The audits will generally include a review of court based programs and expenditures funded with Title IV-D money through a cooperative agreement. To avoid audit exceptions that result in disallowed costs, courts should work closely with the IV-D agency to ensure that accounting procedures meet federal requirements.

VII. Conclusion

Most parents in Title IV-D child support cases are self-represented. The Title IV-D agency provides services to both parents, but does not represent either parent. Title IV-D child support agencies and state courts both have an interest in providing the parents in these cases with meaningful access to justice. Court based self-help services can play a critical role in helping parents understand child support procedures, and in helping them prepare and present information to the court about their circumstances. Accurate information about the parents' circumstances helps ensure accurate court orders with which parents can comply.

Title IV-D agencies can provide Title IV-D funding to the state courts for court based IV-D services through cooperative agreements. The first step for state courts that want to explore the possibility of obtaining Title IV-D funding for self-help programs is to establish a good working relationship with the state IV-D agency. Together, the state IV-D agency and the state courts can design a program that not only helps provide due process to litigants in IV-D cases, but also enhances the state IV-D agency's ability to increase federal incentive funding. In order to design such a program, the state courts and the state Title IV-D agency must have a good understanding of how federal Title IV-D funding works.

The state courts must comply with all federal requirements in order to receive funding. This resource guide is intended to facilitate cooperation between state IV-D agencies and state courts. It provides an overview of how federal funding works and federal requirements for receiving funding. State courts that do receive Title IV-D funding should work closely with the state IV-D agency to ensure that they have appropriate accounting and other procedures that comply with federal requirements.

²¹ 45 C.F.R. 305.60 and 42 U.S.C. 652(a)(4)(C)(ii)

42 U.S. Code § 666 - Requirement of statutorily prescribed procedures to improve effectiveness of child support enforcement

[U.S. Code](#) [Notes](#)

[prev](#) | [next](#)

(a) TYPES OF PROCEDURES REQUIRED

In order to satisfy section 654(20)(A) of this title, each State must have in effect laws requiring the use of the following procedures, consistent with this section and with regulations of the Secretary, to increase the effectiveness of the program which the State administers under this part:

(1)

(A) Procedures described in subsection (b) for the withholding from income of amounts payable as support in cases subject to enforcement under the State plan.

(20) provide, to the extent required by section 666 of this title, that the State (A) shall have in effect all of the laws to improve child support enforcement effectiveness which are referred to in that section, and (B) shall implement the procedures which are prescribed in or pursuant to such laws;

(f) UNIFORM INTERSTATE FAMILY SUPPORT ACT

In order to satisfy section 654(20)(A) of this title, each State must have in effect the Uniform Interstate Family Support Act, as approved by the American Bar Association on February 9, 1993, including any amendments officially adopted as of September 30, 2008 by the National Conference of Commissioners on Uniform State Laws.

(23) provide that the State will regularly and frequently publicize, through public service announcements, the availability of child support enforcement services under the plan and otherwise, including information as to any application fees for such services and a telephone number or postal address at which further information may be obtained and will publicize the availability and encourage the use of procedures for voluntary establishment of paternity and child support by means the State deems appropriate;



SCAO Friend of the Court Bureau - Working to improve Outcomes Within Michigan's Child Support System

Pundit

National Child Support Strategic Plan Offers Tools That Bolster Child Support

Posted by [State Court Administrative Office](#) on Jun 30, 2016 3:03:59 PM

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In April, the National Child Support Program (NCSP) published the [National Child Support Strategic Plan for 2015-2019](#) ("Plan"). The Plan emphasizes five principles the NCSP believes are required to create a successful and efficient child support program. Along with the five principles, the Plan also discusses 25 goals and over 100 strategies that are currently being used by child support agencies around the nation to meet these goals.

The five overarching principles assert that effective, high-performing child support programs:

- Have a **Families First** mentality by partnering with parents to encourage regular support payments.
- Use Case-Specific Tools to meet the specific needs of each case.
- Incorporate the use of Modern Technology.
- Utilize **Resourceful Leadership** to garner the necessary resources to achieve the program's mission.
- Are Evidence-Based.

The NCSP is made up of state, tribal, and county child support programs, along with the federal Office of Child Support Enforcement. The goal of the Plan is to "promote economic, health, and social well-being for individuals, families, and communities, promote the healthy development and safety of children, and support underserved and underrepresented populations."

Below is a table that lists the principles along with some of their goals and strategies. To see a full list, please visit [National Child Support Program Goals FY 2015-2019](#).

<https://www.nclamp.gov/for-lawyers/additional-resources/a-practical-guide-to-uifsa/>

Consents Made on the Record

In a rare exception to the premise that subject matter jurisdiction cannot be established by consent, UIFSA sections 205(b)(1) and 611(a)(2) allow for consents made on the record in the issuing state to confer jurisdiction away from a court that would still have CEJ. Deference is given to another state's tribunal if that state has jurisdiction over at least one of the individual parties or it is the state where the child resides.

While agreements for child custody and support are not "binding" on the court, as are those involving matters other than child custody and support, even the latter are subject to independent court scrutiny and a finding of conscionability is a prerequisite to their binding effect. Zerr v. Zerr, 7 Neb. App. 885 (1998) 586 N.W.2d 465

<https://divorce.uslegal.com/separation-agreements/nebraska-separation-agreements-law/>



State Federal

The Supreme Court of the UNITED STATES COURT

Child Support agreements are equivalent to interstate contracts and rejecting the idea that child support payment obligations are somehow 'different' (citing U.S. v. Sage, 92 F.3d at 106)." United States Court of Appeals, Second Circuit. New York

Conscionable contracts "consents made on the record" in the issuing state [intrastate] "support agreement" in fact incorporated into a judgment enforceable in the issuing country and abroad as a "foreign agreement" enforceable under the Convention [2017] recognized and enforced across the local/global debtor/CSE forum (IGO system) emulating the UIFSA effect for affect. In effect each [parent] parties' individual voluntary by agreement constitutional contract right. Support agreements are in effect private "things" [voluntary by agreement] obligor transactions in commerce [funds for the care and support of children].

Hague Child Support Convention: Judicial Bench Card

Recognition and Enforcement of a Foreign Support Agreement

https://www.acf.hhs.gov/sites/default/files/programs/css/hague_convention_bench_card_foreign_support_agreement.pdf

- The tribunal must recognize and enforce a registered Convention foreign support agreement unless there is a timely challenge and the contesting party proves one of the four grounds for which a tribunal may refuse recognition and enforcement. UIFSA §§ 710(d)(1) - (4):
 - Recognition and enforcement of the agreement is manifestly incompatible with public policy.
 - Due process considerations have little or no relevance when an agreement is entered into by the parties.
 - However the public policy defense may be raised where the parties have a great discrepancy in negotiating power or the agreement is reached through duress.
 - The agreement was obtained by fraud or falsification.
 - The agreement is incompatible with a support order involving the same parties and having the same purpose in the registering state, another U.S. state, or a foreign country if such order is entitled to recognition and enforcement under UIFSA.
 - A record transmitted under § 710(b) lacks authenticity or integrity.
- Issues of personal jurisdiction over the parties, and considerations of the lack of notice or opportunity to be heard, will not arise with respect to the agreement, given its voluntary nature.

PROCEDURAL ISSUES

- UIFSA requires the complete text of the foreign support agreement; an abstract or extract is not acceptable.
- Where the registered foreign support agreement provides for child support that continues beyond age 21, there is no obligation on the Central Authority to provide assistance other than for the period that is within the scope of the Hague Child Support Convention (i.e., to age 21). Beyond that, the applicant may need to retain private counsel and make a direct request to the tribunal for enforcement under UIFSA § 705.
- UIFSA § 316 has special rules regarding evidence and procedures:
 - The tribunal may not require the physical presence of the nonresident applicant.
 - The tribunal must permit a party or witness residing outside the state to testify by telephone, audiovisual means, or other electronic means.
 - Some Convention countries may require compliance with the Hague Evidence Convention in order for one of their residents to present evidence in a U.S. judicial proceeding.
 - The tribunal cannot exclude documents from evidence on an objection based solely on the means of transmission.
- UIFSA § 317 authorizes communication with a foreign tribunal about its laws; the legal effect of a decree, decision, or order; or the status of a proceeding.
- UIFSA § 318 authorizes a U.S. tribunal to assist a tribunal of another country with the discovery process.

II. Direct Request to a Tribunal

WHO MAY APPLY; PROCEDURAL DIFFERENCES

- The Hague Child Support Convention allows the obligee or obligor to make requests directly to the tribunal. The petitioner may appear *pro se* or through private representation. Such cases do not involve any services by the state IV-D agency as the Central Authority.

However,

- The public policy defense may be raised where the parties have a great discrepancy in negotiating power.
- The agreement was obtained by fraud or falsification.
- A record lacks integrity, with respect to the agreement, given its voluntary nature.
- UIFSA requires the complete text of the foreign support agreement §701(6)(A); an abstract or extract is not acceptable (document evidence) MCL 552.604(3)(b).
- UIFSA §701(6) Universal Record Criteria for Recognition and Enforcement of a valid support order within the uniform record forum, uniform process, uniform record process, uniform forum mandated by Federal Law, established by Local Law emulating UIFSA Law and Process, all together each in conformity to the U.S. Constitution, U.S. Constitution's and the various state constitutions' enumerated individual private rights protections; limited government a constitutional republic for the people by the people limited to protecting and preserving private rights, the purpose of government, eh.

Recognition and Enforcement of a Foreign Support Agreement

https://www.acf.hhs.gov/sites/default/files/programs/css/hague_convention_bench_card_foreign_support_agreement.pdf

I. Incoming Application through Central Authority

WHO MAY APPLY?

- Either the obligee or the obligor may file an application for recognition and enforcement of a foreign support agreement.
- The applicant must be a resident of the Convention country from which the application is sent.

WHEN IS APPLICATION APPROPRIATE?

- Certain authentic instruments and private agreements are within the scope of the Hague Child Support Convention. These are termed maintenance arrangements in the Convention, but defined as "foreign support agreements" under UIFSA 2008 § 701(6). To qualify under U.S. law, it must be an agreement in a record that meets all three of the following criteria:
 - It must be enforceable as a support order in the country of origin;
 - It must have been formally drawn up or registered as an authentic instrument by a foreign tribunal, or authenticated by, or concluded registered, or filed with a foreign tribunal; and
 - It must be subject to review and modification by the foreign tribunal.
 - NOTE: A foreign tribunal is a tribunal of a "foreign country" as defined in UIFSA § 201.
- If an agreement is enforceable only as a contract, it does not fall within the scope of UIFSA § 710.

FORM REQUIREMENTS

- The Hague Child Support Convention requires a transmittal form and an application for recognition or recognition and enforcement.
- UIFSA § 710(b) lists the documents that must accompany an application request for registration of a foreign support agreement.
 - A complete text of the foreign support agreement, and
 - A record stating that the foreign support agreement is enforceable as an order in the issuing country.

APPLICABLE LAW

- The Hague Child Support Convention requires recognition and enforcement of a foreign support agreement providing support up to the age of 21, even if the age of majority under state law is lower.
- The law of the responding state governs:
 - Introduction of evidence, and
 - Enforcement procedures and remedies (UIFSA § 604(c)).
- The tribunal may not require a security, bond, or deposit to guarantee the payment of costs and expenses in a Convention proceeding (UIFSA § 704(d)).
- The enforcement proceeding must be suspended during the pendency of a challenge to or an appeal of the agreement in a tribunal of another state or foreign country that has jurisdiction to hear challenges to the agreement.

UNDER U.S. LAW, IT MUST BE AN AGREEMENT IN A RECORD THAT MEETS UIFSA CRITERIA
UIFSA § 701(6)(A) CRITERIA ESTABLISHED BY CONGRESS [FOUNDING DOCUMENTATION]

UTILITARIAN DOCUMENT EVIDENCE [CONTRACTUAL] [TESTEMONY] SUBMITTED BY THE PARTIES

[MCL 552.604(3)(B)]; Incentive Parents, Criteria Established by Congress — A record, complete text of the support agreement, enforceable as an order in the issuing country [United States].

PRIOR TO THIS UIFSA "PARTIES AGREEMENT" CRITERIA "INCENTIVE PARENTS" INCENTIVES WERE PAID ONLY ON COLLECTIONS RETAINED TO REDUCE OR REPAY ASSISTANCE PAYMENTS.

PRIOR TO FEDERAL WELFARE REFORM'S LEGISLATION — THE MANDATORY UIFSA EFFECT IS A VOLUNTARY BY AGREEMENT CHILD SUPPORT ENFORCEMENT [VOLUNTARY] DEBTOR/FORUM LOCAL PORTAL FCR DATABASE IGO SYSTEM GLOBAL IGO [VOLUNTARY] DEBTOR/FORUM UNIFORM RECORD MECHANISM IN THE UNITED STATES [VOLUNTARY] DEBTOR/FORUM.

Incentive Parents

Under current section 458 of the Act, States and political subdivisions that enforce and collect support are eligible to receive as an incentive 12 percent of collections made on behalf of AFDC families. States deduct the incentive payment from the Federal share of collections before reimbursing the Federal government for its contribution toward the AFDC assistance payment. The incentive payment is thus set at a fixed rate of the support collection.

The fixed incentive payment rewards States for collections made in AFDC cases, but it does not encourage States to improve program efficiency and effectiveness. The great variance in the efficiency and effectiveness of Child Support Enforcement programs operated by States has become a matter of increasing concern. This disparity has led to a search for ways in which Federal funding might be used to encourage improvement in the performance of State Child Support Enforcement programs.

To encourage and reward States that operate Child Support Enforcement programs in an efficient and effective manner and to stimulate collections, Congress added a net section 454(22) and revised section 458 of the Act. Effective October 1, 1985, section 458 will replace the current incentives system with a new system under which States will receive a minimum incentive payment based on amounts collected on behalf of AFDC families and on behalf of non-AFDC families. States could also receive additional amounts above the minimum payment if their performance meets the criteria established by Congress and promulgated in this document. In addition, section 454(22) requires the State to pass through an appropriate share of its incentive payment to those political subdivisions within the State that financially participate in the program. Since the emphasis of the new system is on program performance, we believe that States will be encouraged to select and develop more effective and efficient methods of operating their programs.

Section 5(c)(2)(A) of the new statute provides that through FY 1985, States will receive incentives on AFDC collections retained to repay assistance payments, and the first \$50 collected which is returned to the family in accordance with section 457(b) of the Act as amended by section 2640(b) of the Deficit Reduction Act of 1984. Prior to this provision, incentives were paid only on collections retained to reduce or repay assistance payments. <https://www.acf.hhs.gov/css/resource/final-rule-implementation-of-child-support-enforcement-amendments-of-1984>

Comment

Under the one-order system established by UIFSA, it is necessary to provide a new procedure to eliminate the multiple orders so common under RURESA and URESA. This requires cooperation between, and deference by, sister-state tribunals in order to avoid issuance of competing support orders. To this end, tribunals are expected to take an active role in seeking out information about support proceedings in other States concerning the same child. Depending on the circumstances, one or the other of two tribunals considering the same support obligation should decide to defer to the other. In 1992 UIFSA took a significant departure from the approach adopted by the UCCJA ("first filing"), by choosing the "home State of the child" as the primary method for resolving competing jurisdictional disputes, thereby adopting the choice of the federal PARENTAL KIDNAPPING PREVENTION ACT, 28 U.S.C. 1238A Section (C). Given the pre-emptive nature of the PKPA, and the possibility that custody and support will both be involved in some cases, the PKPA/UIFSA choice for resolving disputes between competing jurisdictional assertions was followed in 1997 by the decision of the Conference to replace the UCCJA with the UCCJEA. If the child has no home State, however, "first filing" will continue to control.

SECTION 205. CONTINUING, EXCLUSIVE JURISDICTION TO MODIFY CHILD-SUPPORT ORDER.

(a) A tribunal of this State ~~issuing~~ that has issued a child-support order consistent with the law of this State has and shall exercise continuing, exclusive jurisdiction ~~over a~~ to modify its child-support order if the order is the controlling order and:

(1) ~~as long as~~ at the time of the filing of a request for modification this State remains ~~is~~ the residence of the obligor, the individual obligee, or the child for whose

benefit the support order is issued; or

Introduction

The IV-D child support program involves cooperation of federal, state, local, and tribal governments. The program began in 1975 when Congress amended Title IV of the Social Security Act to include the child support enforcement program as a new Part D. Today, all states, the District of Columbia, the Commonwealth of Puerto Rico, the Virgin Islands, and Guam participate in the IV-D program, as well as more than 60 tribes.

The Office of Child Support Enforcement (OCSE) is the federal agency responsible for providing oversight of this federal program. In addition, OCSE is responsible for providing technical assistance to IV-D child support agencies, in order to coordinate an efficient, effective, and uniform implementation of the nation's child support program. OCSE also will serve as the United States Central Authority, to facilitate support enforcement under both the Hague Convention on the International Recovery of Child Support and Other Forms of Family Maintenance (2007 Family Maintenance Convention) and bi-lateral arrangements entered into between the United States and a foreign country.

Interstate child support cases are complex because they involve different states' laws, procedures, and agencies. Historically they were also frustrating for parents because each time one parent moved, the new state often established a new support order with a different support obligation. The development of the Uniform Interstate Family Support Act (UIFSA) offered a solution to the problem of multiple conflicting orders. Most critically, this new model law changed interstate child support enforcement to a "one-order" world. Establishing rules that restricted when a tribunal could establish a new order and limited the authority of a tribunal of one state to modify a valid support order entered by the tribunal of a sister state. These jurisdictional rules are consistent with the federal Full Faith and Credit for Child Support Orders Act (FFCCSOA), 28 U.S.C. §1738B (enacted in 1994).

As a condition of funding under title IV-D of the Social Security Act, the Personal Responsibility and Work Opportunity Reconciliation Act (PRWORA) required states to enact UIFSA, as approved by the American Bar Association on February 9, 1993, together with any amendments officially adopted by the National Conference of Commissioners on Uniform State Laws before January 1, 1998. In other words, states had to enact the 1996 version of UIFSA. When UIFSA was amended in 2001, OCSE allowed states to seek a waiver in order to enact UIFSA 2001.¹ Although tribes fall within UIFSA's definition of a state, federal law and regulations do not require tribes to enact UIFSA in order to receive federal funding for its IV-D program. Tribes are required, under 45 CFR 309.120, to extend the full range of services available under their IV-D plans to all requests from a state or another tribal IV-D entity.

As complex as interstate support cases can be, international cases are even more complicated. From 2002 to 2007 more than 60 countries participated in negotiation of a new Hague

¹ See OCSE-AT-02-02: *Requesting an Exemption from the Mandatory Law and Procedure in Section 466(f) of the Social Security Act* (May 17, 2002).

specifically indicated it requires one), the tribunal must provide one if it is later requested by the other country.⁸²

Convention References: Article 11 (Application contents); Article 25 (Documents)

3.13 Recognition and Enforcement of a Foreign Support Agreement

Certain authentic instruments and private agreements are within the ambit of the Convention. These are termed maintenance arrangements in the Convention, but defined as "foreign support agreements" under UIFSA 2008 to make the process "more readily understandable for [the] U.S. bench and bar."⁸³ The inclusion of maintenance arrangements supports the growing movement towards alternative methods of dispute resolution, and provides a method for recognition and enforcement of private agreements and authentic instruments that might result from these dispute resolution systems.⁸⁴

Convention Reference: Article 30 (Maintenance arrangements)

3.13.1 Requirements for Agreement to be Recognized

Section 701(6) UIFSA 2008 sets out the requirements for the type of agreement that may be recognized in the U.S. It must be an agreement in a record that meets all three of the following criteria:⁸⁵

- It must be enforceable as a support order in the country of origin,
- It must have been formally drawn up or registered as an authentic instrument by a foreign tribunal, or authenticated by, or concluded, registered, or filed with a foreign tribunal, and
- It must be subject to review and modification by a foreign tribunal.⁸⁶

The definition includes a maintenance arrangement or authentic instrument under the Convention.

The essence of the foreign support agreement, therefore, is that it is an agreement negotiated by the parties that has been the subject of some type of official process of authentication so that it is enforceable as a support order in the country of origin.⁸⁷ The application for recognition and enforcement of a foreign support agreement

⁸² As a practical matter, a complete text of the decision, whether certified or not, will be required unless a foreign country has elected to accept abstracts or extracts of orders.

⁸³ Sampson and Brooks, *supra* note 11, Comment to § 710 at 323.

⁸⁴ *E.R.*, *supra* note 21, para. 552.

⁸⁵ § 701(6).

⁸⁶ This is not a Convention rule, but is a condition for recognition of the agreement in the United States. See Keith, *supra* note 35 at 273, fn 106. It does not appear the agreement can be modified in this country. The agreement is in the form of a contract but it must be enforceable as if it were a decision. There should be a Statement of Enforceability from the issuing country. Keith, *supra* note 35 at 271.

⁸⁷ Keith, *supra* note 35 at 270, V. Foreign Support Agreements.

- A country with which a state has a reciprocal arrangement.¹⁹
- A country with laws and procedures substantially similar to UIFSA 2008.
- A country in which the Hague Child Support Convention is in force with respect to the U.S.

Foreign Support Agreement: The definition of foreign support agreement in § 701(6) integrates the Convention provisions regarding a "maintenance arrangement" under the convention into UIFSA 2008.²⁰ For a foreign support agreement to be recognized, it must be enforceable as a support order in the foreign country of origin; it must have been formally drawn up or registered as an authentic instrument or authenticated by, or concluded, registered, or filed with a foreign tribunal; and it must be subject to review and modification by a foreign tribunal. Section 710 contains the requirements for recognition and enforcement of a foreign support agreement.

Convention References: Article 3 (Definitions); Article 30 (Maintenance arrangements)

Outside this State: The phrase "outside this state" (§ 102(18)) means a location in another state or a country, regardless of whether the country is or is not a "foreign country." It is used when the ~~applicable provisions of the Convention~~ for example in UIFSA's special evidentiary provisions §§ 316 - 318.

Requesting and Requested State: These terms are used in the Convention to refer, respectively, to the Contracting State that either requests or receives a request for assistance from another Contracting State. The equivalent terminology in UIFSA is initiating state and responding state.

Convention Reference: Article 12 (Transmission, receipt, and processing of applications)

State: UIFSA 2008 § 102(26) defines "state" (lower case "s") as: a U.S. state, the District of Columbia, Puerto Rico, the U.S. Virgin Islands or any territory or insular possession under the jurisdiction of the U.S., and an Indian nation or tribe. In reference

for children and custodial parents; and enforcement of support orders for children and custodial parents, including procedures for collection and distribution. Procedures must be available to U.S. residents at no cost, and the country must have a central authority for oversight and communication. The U.S. has bilateral arrangements with four countries – Australia, El Salvador, Israel and Switzerland – and 12 of the 13 Canadian provinces and territories – all but Quebec. The remaining FRCs became Convention countries once the Convention came into force in the U.S.

¹⁹ Section 459A(d) of the Social Security Act permits states to enter into reciprocal arrangements with countries that are not the subject of a federal declaration. Federal bilateral arrangements take precedence over any state reciprocal arrangement. At the state level, this is implemented through § 308(b) UIFSA (2008). A similar provision was in the Revised Uniform Reciprocal Enforcement of Support Act, the 1968 precursor to UIFSA. See Marilyn Ray Smith, "Child Support at Home and Abroad: Road to The Hague," *Family Law Quarterly*, Vol. 43, No. 1 (Spring 2009), for a history of these agreements.

²⁰ Also see § 710. It is important to note that such an agreement between the parties in the U.S. would be treated as a contract, but, if the foreign agreement was enforceable only as a contract in the issuing country, it would not fall within the scope of the Convention.

In the case of a modification of a foreign order pursuant to § 615(b), in the U.S., the modified order becomes the controlling order. If a Convention order is modified pursuant to § 711, the modified order will become the controlling order in the U.S. for UIFSA purposes.

If the modification application could not proceed because the order was not recognized, and a new order was established, the new order will be the controlling order under UIFSA.

Convention References: Article 10 (Available applications)

5.5 Modification of a Foreign Support Agreement

Foreign support agreement is defined at § 701(6). It is an agreement of the parties, formally drawn and in a record that has been "authenticated by, or concluded, registered or filed with a foreign tribunal."¹²⁵ Most importantly, the agreement must be enforceable as a support order in the country where the agreement was made.¹²⁶

The definition of a maintenance arrangement in Article 3 e) of the Convention includes a requirement that the arrangement "may be the subject of review and modification by a competent authority." UIFSA's definition of a foreign support agreement includes the requirement that it "may be reviewed and modified by a foreign tribunal" at § 701(6)(A)(iii). Thus, it is clear that, the agreement must be susceptible to modification, and the proper forum is the competent authority in the country where the agreement was made and authenticated.

Neither the Convention nor UIFSA have provisions that would permit modification of a registered foreign support agreement in the U.S. UIFSA 2008 § 711 refers to modification of orders only, and does not include foreign support agreements. Similarly, Article 30(2) of the Convention provides that "maintenance arrangements," as they are referred to in the Convention, may be treated as "decisions" for purposes of applications for recognition, recognition and enforcement, and enforcement. There is no provision in the Convention or under UIFSA for an application for modification of a foreign support agreement.

Thus, if a party wants to modify the foreign support agreement, the appropriate procedure is for the party to seek modification in the country where the agreement was concluded, and where it is subject to review and modification by a competent authority.¹²⁷

Convention References: Article 3 (Definitions); Article 30 (Maintenance arrangements)

¹²⁵ § 701(6)(A)(ii)(II).

¹²⁶ See discussion in section 3.10 of this Guide.

¹²⁷ Keith, *supra* note 35 at 273.

Defenses – UIFSA (2008) § 708(b)

The only grounds on which recognition and enforcement may be refused are listed under §§ 708(b)(1) - (10):

1. Recognition and enforcement of order is manifestly incompatible with public policy, **including failure of issuing tribunal to observe minimum standards of due process**
2. Issuing tribunal **lacked personal jurisdiction** consistent with § 201 (UIFSA long-arm provision)

Limited Defenses to a Foreign Support Agreement

- Agreement obtained by fraud or falsifications
- Agreement is incompatible with support order involving same parties and purpose, if such support order is entitled to recognition and enforcement under UIFSA
- Record submitted with application lacks authenticity or integrity
- Suspension of proceeding
 - Must suspend proceeding to recognize and enforce during pendency of a challenge to or appeal of agreement before a tribunal of another state or foreign country

"Fraud destroys the validity of everything into which
it enters,"

Nudd v. Burrows, 91 U.S. 426.

"Fraud vitiates everything"

Boyce v. Grundy, 3 Pet. 210

"Fraud vitiates the most solemn contracts, documents
and even judgments."

U.S. v. Throckmorton, 98 US 61

party. 1. One who takes part in a transaction
<a party to the contract>.

"Note, that if an Indenture be made between two as Parties thereto in the Beginning, and in the Deed one of them grants or lets a Thing to another who is not named in the Beginning, he is not Party to the Deed, nor shall take any Thing thereby." John Rastell, *Les Termes de la Ley* 471 (26th ed. 1721).

"A person who takes part in a legal transaction or proceeding is said to be a party to it. Thus, if an agreement, conveyance, lease, or the like, is entered into between A. and B., they are said to be parties to it; and the same expression is often, though not very correctly, applied to the persons named as the grantors or releasors in a deed-poll." 2 Stewart Rapalje & Robert L. Lawrence, *A Dictionary of American and English Law* 930 (1883).

obligor (ob-lə-gor or ob-lə-gor). **1.** One who has undertaken an obligation; a promisor or debtor.
2. Archaic. One who obliges another to do something; OBLIGEE (1).

PRACTICAL LAW.

INTRODUCTION.

1. Practical Law.—By Practical Law we mean the rules of conduct governing ordinary business affairs. Knowledge of these rules is necessary to safe dealing. It is the legal duty of every person to know the law. Ignorance of law cannot be used as an excuse. Were this not so, the vicious might gain protection by remaining uninformed.

2. The Purposes of Law.—In the business world, law establishes order by providing uniform rules of commercial conduct. Law protects property by defining the rights of the owner. Law protects rights by forbidding, punishing and redressing wrongs.

3. The Study of Law.—No one can become accomplished in the transaction of business without first having mastered the principles by which business is governed. To-day, business men are generally educated. The uninformed are at a disadvantage. They are prone to overlook necessary precautions. Through want of proper care they frequently find themselves the victims of errors, deceptions, legal entanglements and loss. Under modern conditions, knowledge of practical law is as useful as knowledge of arithmetic. Nor is it more difficult of attainment. Law is mainly common sense. Every law rests upon some reason. When we have grasped the reason we know the law.

4. Natural Justice.—The law attempts to enforce what is right between man and man, ever keeping in mind the public welfare. When the interests of individuals conflict with public rights, the rights of the public will prevail. The rights of the many are superior to the interests of the few.

32. Testing a Contract.—All contracts may be judged by the same standards that we have applied to this one. Every valid contract is (a) an agreement, (b) properly made and expressed (c) between competent parties, (d) upon a sufficient consideration, (e) to do or not to do a certain, lawful thing.

In passing upon the validity of a contract, we must ask and answer the following questions:

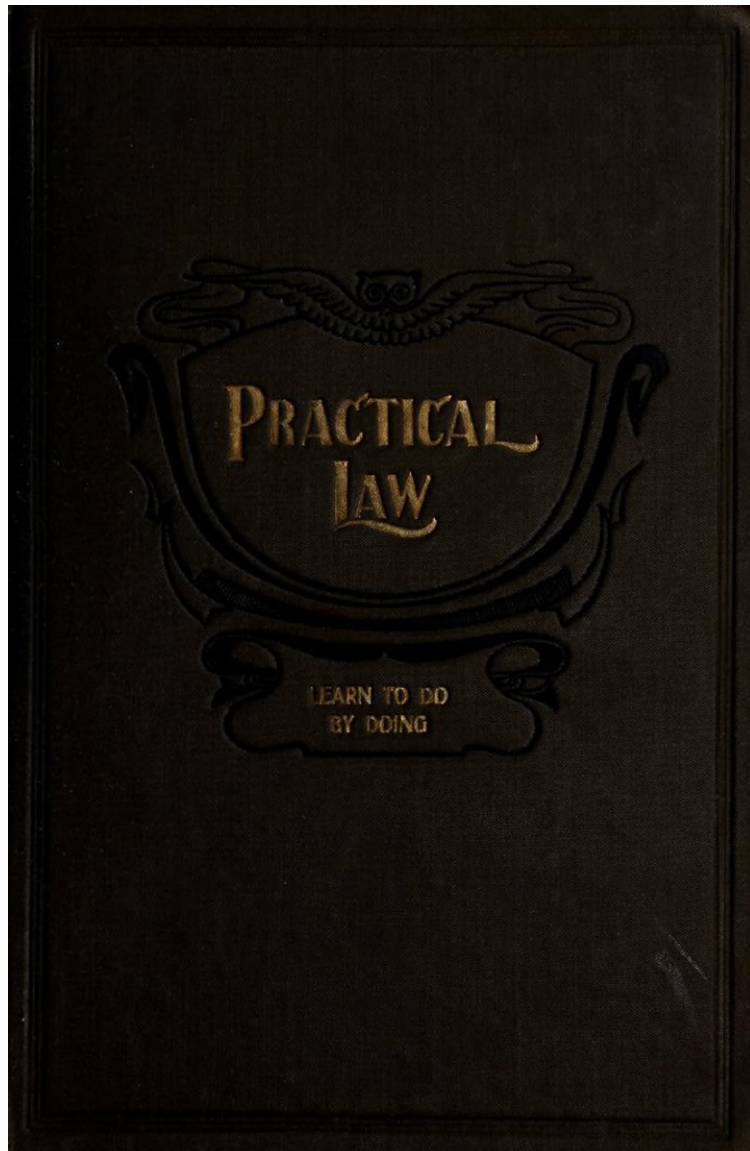
- (a) Was there an agreement?
- (b) Was the agreement properly made and expressed?
- (c) Was the agreement between *competent* parties?
- (d) Was the agreement founded upon a sufficient consideration?
- (e) Was the agreement to do or not to do a *certain* thing?
- (f) Was the object of the agreement lawful?

If the correct answer to each of these questions is "yes," we may be sure that the contract under examination is valid. If the answer to some of the questions is "yes" and to others "no," we may be sure that the contract is either voidable or void, according to the seriousness of the defect. Let us now proceed to learn how to correctly answer these questions.

SOME "THING" TO THINK ABOUT, REGARDING INDIVIDUAL PRIVATE RIGHTS, AND DUE PROCESS, AB INITIO, GOVERNMENT A CONSTITUTIONAL REPUBLIC OF UNION STATES, THE GREAT EXPERIMENT, **ONE NATION UNDER GOD** INDIVISIBLE AND WITH LIBERTY & JUSTICE FOR ALL! EQUAL STANDING, PARENTING RIGHTS, EQUAL CHILDHOOD PARENTING TIME, EH.

[BIBLE a book of word pictures, see Isaiah 28:10]

Notice to all please do your own research... form your own conclusions, be practical, be brave, and learn to do by doing!



[Practical law: a treatise on business law especially compiled for schools that teach accounting, business practise, office methods, and kindred subjects: Hamilton, Burritt, b. 1869](#)

CITIZENSHIP

Prepared under direction of the
Chief of Staff

This manual supersedes Manual of Citizenship Training

The use of the publication "The Constitution of the United States," by Harry Atwood, is by permission and courtesy of the author.

The source of other references is shown in the bibliography.

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SECTION I

INTRODUCTION

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[TRAINING MANUAL NO. 2000-25](#)

National Defense Citizenship Training

Knowledge, the safeguard of our Republic

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8. **General purpose.**—This course in citizenship is designed to teach the fundamental principles upon which our Government is founded, including an insight into the social and economic elements upon which our civilization stands. Special emphasis is laid upon the meaning of "liberty," as interpreted by the founders of this Republic, and the larger relationship of the individual citizen to others and to his Government, defining loyalty and national responsibility in terms of citizenship, recognizing that an intelligent and informed people is a greater asset than are the unintelligent, uninformed, or misinformed, and that no government can exist upon a plane higher than the moral character of its people.

9. **Knowledge, the safeguard of our Republic.**—Because of the rapid increase in our population, largely made up of immigrants from all parts of the world, the tendency within the family and the school is to neglect the training of our youth in the knowledge of his Government and his individual responsibility. It can not be expected that foreign-born parents, lacking knowledge or inspiration of American ideals, will be either fitted or inspired to give such instruction to their own children.

The indifference or the neglect of native-born citizens concerning the training of their children to meet the responsibilities of citizenship is largely caused by lack of information and proper understanding of the history, ideals, and underlying principles of our political institutions.

The remarkable development of industry in America has caused a congestion of population in our large cities, creating social, economic, and political problems that materially affect the structure of

Constitutional Due Process private right(s) in Child Support Exposé — a universal legal/lawful Uniform Child Support Thought Model for establishment, recognition, and enforcement, of a valid support order; a local portal to a new [global](#) family law forum; since [History] U.S. Constitution, P. L. 98-378 [1984], P. L. 104-1993 [1996], and the (Convention) [2017] Hague child support convention which came into force in the United States, Local Law [MCL 552.604(3)(b)], UIFSA Law and Process [UIFSA §701(6)(A)] criterion.

"[Damn democracy](#)" is a fraudulent term.

SOCIALISM IS UNLAWFUL IN AMERICA

U.S. Constitution's Amendment V, last line, states property cannot be taken for public use without just compensation, and Amendment XIII, states that involuntary servitude is

against the law in every state. Convention on the Rights of the Child United Nations 1989, Article 3, the best interest of the child shall be a primary consideration. Without unjust enrichment by the State or Title IV-D entities.

INALIENABLE RIGHTS

The “most sacred of liberties” of which, Justice Tolman spoke was personal liberty.

The definition of personal [liberty](#) is:

“Personal liberty, or the Right to enjoyment of life and liberty, is one of the fundamental or natural Rights, which has been protected by its inclusion as a guarantee in the various constitutions, which is not derived from, or dependent on, the U.S. Constitution, which may not be submitted to a vote and may not depend on the outcome of an election. It is one of the most sacred and valuable Rights, as sacred as the Right to private property...and is regarded as inalienable”

16 C.J.S., Constitutional Law, Sect. 202, p.987.

...observance of those general rules established in our system of jurisprudence for the security of private rights. In the concrete, it means that in a contest involving these rights, a person will be accorded the opportunity to contest the propriety of each step in the action sought to be taken against him.

16A C.J.S., Constitutional Law, Sect. 567.

READERS NOTE:

I am not selling anything, I am not promoting either parent in abandoning their children or their responsibility to their children, I did not write the citations cited nor the laws cited, referenced, and illustrated herein, and throughout, all compiled and shared for knowledge, awareness, and deep understanding of the workings of “things” — uniform laws. [Where do we go from here?](#)

THE PURPOSE OF THIS WRITING [AND OTHERS] IS TO BRING TO THE TABLE FARE PLAY

EQUAL STANDING FOR BOTH PARENTS

EQUAL PRIVATE RIGHTS

EQUAL CUSTODY RIGHTS

EQUAL PARENTING TIME CHILDHOODS ARE SHORT AND GO QUICKLY

CONSTITUTIONAL AWARENESS

EQUAL CONSTITUTIONAL RIGHTS OF BOTH PARENTS AND CHILD[REN]

CSE CONTAINS A UNIFORM RECORD MECHANISM [VOLUNTARY BY AGREEMENT] SAFEGUARD

LINCHPIN CEJ - UIFSA MANDATE FOR CONTINUED TITLE IV-D FUNDING TO THE STATE FORUM

[Thanks for your time, reading]

Happy Paper Trails!!!

