



ADMINISTRATIVE RULES OF MONTANA



37.62.501 TERMS AND CONDITIONS

- (1) Under 40-5-203, MCA, the CSSD will provide services to any obligee or obligor who files an application for services with the CSSD. If public assistance was previously paid to an obligee, the CSSD will continue to provide services to the obligee without need for an application. However, if the obligee refused or terminated continued services following the last payment of public assistance, the obligee must file an application. An application for services or an obligee's acceptance of continued services after termination of public assistance shall constitute the applicant's or obligee's agreement to the following terms and conditions.
- (2) For the purposes of this rule, "customer" means any person or entity who applies for CSSD services or who is receiving CSSD services.
- (3) To receive and to continue to receive CSSD services under 40-5-205, MCA, a customer must:
 - (a) pay any application fee and any other fee which may be charged under 40-5-210, MCA;
 - (b) provide original certified copies of all child support orders, modifications or child support orders, whether issued by a Montana court or agency or by an out-of-state court or agency;
 - (c) provide certified copies of all payment records if support was ordered to be paid through the clerk of court, central registry or other public entity. If support was ordered to be paid directly to the obligee, provide any records, receipts or other materials which document payments made or received;
 - (d) upon request of the CSSD, promptly provide any information, documents, statements, exhibits, and other materials which the CSSD, in its judgment, may determine relevant to the case or which the CSSD finds is a necessary predicate to taking any action in the case. The customer must promptly advise the CSSD of any later changes or additions to the information and materials previously provided to the CSSD;
 - (e) promptly advise the CSSD in writing of any change of address or status, or any new information about the customer or other parties in the case, including changes in physical custody of the child, or of any adoption proceedings;
 - (f) cooperate with the CSSD in appearing at the time and place requested for interviews, hearings, depositions, blood draws, and other called for appearances where the presence of the customer is necessary for preparing testimony and evidence, providing information, testifying as witness and similar case pertinent activities;
 - (g) to ensure accurate payment records, if the obligee is the customer, the customer must promptly turn over to the CSSD all child support payments received from the obligor. If the

obligor is the customer, the customer must pay child support through the CSSD for subsequent distribution to the obligee;

- (h) let the CSSD know immediately if the customer or any other party initiates any action, whether judicial, administrative or private, which competes with, is an alternative to, is inconsistent with, or which may in any way affect the action the CSSD is taking in the case;
 - (i) except for the information available through the CSSD's voice response unit (VRU) or the CSSD's online payment lookup web site, submit all requests for specific case information in writing to the CSSD. In making any request for information, the customer must provide sufficient information to identify the customer as the person or entity entitled to receive the information.
- (4) The CSSD may collect any fees incurred and owing by a customer under 40-5-210, MCA, by offsetting the fees against any funds which may be distributable to the customer. However, if the amount being distributed is a current support payment, the offset will not exceed 10% of the payment.
- (5) In some instances when the customer is the obligee, the customer may receive money to which the customer is not entitled. The CSSD may make a written demand for repayment of the money from the customer. The customer's silence or failure to respond to the written repayment demand within 10 days of the demand shall be considered the customer's consent to recoupment of the money from any child support collection made on the customer's behalf. Recoupment shall be made by offsetting 10% of any current child support collection and by offsetting any additional child support collection made in excess of the current support obligation. If a customer contests the repayment demand, the CSSD may file an action in the district court to establish and collect the amount.
- (6) Because support orders are often expressed in terms other than in monthly payments and because they often provide for varying and inconsistent payment due dates, to simplify monitoring of payments and payment accounting, the CSSD may elect to annualize the obligations. When the obligation is annualized, the total support payments due for a 1 year period are divided into 12 equal monthly installments.
- (7) A customer cannot specify which of the CSSD services that customer may want to receive. The CSSD will determine which services are appropriate and the timing and duration of those services in accordance with Title IV-D of the Social Security Act, and the regulations promulgated thereunder.
- (8) CSSD staff attorneys assigned to a case represent the CSSD and no attorney-client relationship exists between the customer and the CSSD attorney. At any hearing or in any action undertaken by the CSSD, the customer may appear and be represented by independent counsel of the customer's own choice.
- (9) When there are multiple or concurrent procedures and remedies, whether judicial or administrative, criminal or civil, federal or state, which may be applicable to the customer's case, the CSSD, at its sole discretion, will determine which procedure and remedy to apply, including the sequence and timing of concurrent or consecutive actions.
 - (a) In determining which procedure or remedy to apply to an individual case, the discretion of the CSSD will be guided by the totality of circumstances including the time and effort required, the resources of the CSSD, the interest of the public at large and the needs of the child.

- (10) The CSSD may terminate services:
- (a) upon the request of the customer unless the customer is an obligee and the child is receiving public assistance benefits;
 - (b) when the CSSD is unable to locate the customer within a 30 calendar day period despite attempts to make contact by phone and at least one certified letter to the customer's last known address;
 - (c) when the customer fails to provide any information, documents or other materials requested under (2) of this rule and the CSSD cannot take the next step in the case without the information, documents or materials;
 - (d) when the customer fails to cooperate with the CSSD and the customer's cooperation is necessary to the action initiated by the CSSD; and
 - (e) or any other reason consistent with Title IV-D of the Social Security Act and the federal regulations promulgated thereunder.
- (11) The CSSD will notify the customer in writing 60 calendar days prior to termination of services under (8)(b) through (e) of this rule, of the CSSD's intent to terminate services. The CSSD will not terminate services if the customer, within the notice period, reestablishes contact with the CSSD, supplies the requested information, documents or materials or begins to cooperate with the CSSD, whichever is appropriate. The CSSD's decision to terminate services is final and not subject to protest except as may otherwise be provided by law.
- (a) If CSSD services are terminated and if there is a change in circumstances which would permit the CSSD to reactivate prior terminated services or initiate new or additional services, the former customer can reinstate services by filing a subsequent application with the CSSD.
- (12) The CSSD does not guarantee or warrant the results of services.
- (13) If the customer is the obligee, the customer agrees that the value of CSSD services exceeds any interest that might have accrued on collections that are held pending proof of validity, confirmation of funds, or possible adjustments from joint federal tax offsets, and thereby waives that interest. Joint federal tax offsets may be held up to six months pursuant to federal law.

Authorizing statute(s): 40-5-202, MCA

Implementing statute(s): 40-5-203, MCA

History: NEW, 1990 MAR p. 1337, Eff. 7/13/90; AMD, 1996 MAR p. 1714, Eff. 6/21/96; TRANS, from SRS, 2000 MAR p. 3551; AMD, 2017 MAR p. 135, Eff. 1/21/17; AMD, 2017 MAR p. 2441, Eff. 12/23/17; AMD, 2020 MAR p. 966, 5/30/20.