

COOPERATIVE AGREEMENT UNDER TITLE IV-D WITH
 AITKIN COUNTY HEALTH AND HUMAN SERVICES,
 THE AITKIN COUNTY SHERIFF, AND
 THE AITKIN COUNTY ATTORNEY

Aitkin County Health and Human Services (hereinafter "the IV-D Agency"), the Minnesota Department of Human Services (hereinafter "DHS"), the Aitkin County Attorney's Office (hereinafter "County Attorney"), and the Aitkin County Sheriff (hereinafter "Sheriff") hereby enter into the following agreement.

RECITALS:

Whereas, the IV-D Agency is responsible for administering the Child Support Enforcement Program under Title IV-D of the Social Security Act.

Whereas, the County Attorney is willing to provide legal services necessary to the operation of the Child Support Enforcement Program under Title IV-D of the Social Security Act.

Whereas, the Sheriff is willing and able to perform activities necessary to the operation of the Child Support Enforcement Program under Title IV-D of the Social Security Act.

Whereas, the above-referenced entities wish to enter into this cooperative agreement to set forth their respective responsibilities in providing services necessary to the operation of the Child Support Enforcement Program under Title IV-D of the Social Security Act.

Whereas, Public Law 93-647 and 45 CFR Chapter III require a cooperative agreement between the IV-D Agency and the other county entities that are a party to this Agreement, namely the County Attorney and the Sheriff in order to compensate said county entities with respect to reimbursement for costs incurred in providing services necessary to operate the Child Support Enforcement System under Title IV-D of the Social Security Act.

NOW, THEREFORE, BE IT RESOLVED that the parties hereby agree as follows:

I. GENERAL TERMS:

A. Purpose: The Purpose of the Child Support Enforcement Program is to establish paternity and secure financial support for minor children who are living apart from one or both parents as more fully set forth in Title IV-D of the Social Security Act. In order to meet this purpose, this Agreement establishes procedures for the provision of services to the Child Support Enforcement Program by the County Attorney and the Sheriff.

B. Duties: The specific duties of each party are set forth more fully below. This Agreement also provides for reimbursing

administrative costs in accordance with federal regulations and state policy.

C. Duration of Agreement: It is agreed that this Agreement will commence on January 1, 2013, and will expire on December 31, 2014. It may be terminated earlier upon 60 days written notice to all other parties.

D. Amendments: This Agreement may be altered or amended by written agreement signed by all parties to this Agreement.

E. Records: The parties will maintain all records, including financial records, related to all services provided under this agreement for the longer of five (5) years or as otherwise provided by law. Record maintenance will be in accordance with all federal, state, and local reporting and safeguarding requirements. Records related to services provided under this agreement will be made available and subject to state and federal review and audit.

F. Applicable Laws: All parties will comply with Title IV-D of the Social Security Act and all applicable federal laws, regulations, action transmittals, and other policy directives and requirements of the United States Department of Health and Human Services, Office of Child Support Enforcement, including but not limited to the information privacy laws listed below.

II. INFORMATION PRIVACY

This provision governs the accessing, use, and disclosure of private and confidential data as defined in the Minnesota Government Data Practices Act ("MGDPA" - Minnesota Statutes Chapter 13), including, to the extent applicable, "protected health information" as defined in the Health Insurance Portability and Accountability Act ("HIPAA" - 45 CFR § 164.501), hereafter referred to collectively as "protected information."

- A. Confidentiality: The information exchanged under this agreement shall not be disclosed to individuals or agencies other than as provided in 45 CFR 202.50, 45 CFR 303.21, and as provided by the laws of the State of Minnesota. Information exchanged under this agreement will only be used to promote or support the administration of Titles IV-A and IV-D of the Social Security Act.
- B. For purposes of executing its responsibilities and to the extent set forth in this contract, all of the parties to this agreement shall be part of the "welfare system," as defined in Minnesota Statutes §13.46, subdivision 1. To the extent permissible by law, each party's employees and agents will have access to private or confidential data maintained by the other parties to the extent necessary to carry out County's responsibilities under this contract.

C. Duty to ensure proper handling of protected information: The County shall be responsible for training its employees (including employees of the county human services agency, county attorney's office, and sheriff's department) who are authorized to access and use protected information collected under the terms and for the purposes specified in this contract. This responsibility includes ensuring that staff are properly trained regarding:

1. The Minnesota Government Data Practices Act (MGDPA), Minnesota Statutes Chapter 13, in particular, §13.46 ("welfare data");
2. The Minnesota Health Records Act, Minn. Stat. §144.291-144.298;
3. Federal law and regulations that govern the use and disclosure of substance abuse treatment records, 42 USCS § 290dd-2 and 42 CFR § 2.1 to § 2.67.
4. Any other applicable state and federal statutes, rules, and regulations affecting the collection, storage, use and dissemination of private or confidential information.

DHS will each likewise be responsible for training their own staff.

D. Minimum necessary access to protected information: The parties shall comply with the "minimum necessary" access and disclosure standards set forth in the MGDPA and HIPAA. The accessing, use, and disclosure of protected information is limited to "that necessary for the administration and management of programs specifically authorized by the legislature or local governing body or mandated by the federal government." See Minnesota Statutes, §13.05, subd. 3; see also, 45 CFR § 164.502(b) and § 164.514(d).

E. Each party shall:

1. Not access, use, or disclose protected information other than as permitted or required by this Contract or as otherwise required by law;
2. Use appropriate safeguards to prevent use or disclosure of the information by its employees other than as provided for by this Contract;
3. Report any use or disclosure of the information not provided for by this contract of which it becomes aware;
4. Consistent with this Contract, ensure that any agents (including subcontractors), analysts, and others to whom it provides private or confidential data, agree to be bound by the same restrictions and conditions that apply to them with respect to such information;

5. At termination of this contract, extend the protections of this Contract to the information collected during the course of this contract.

F. Release of protected information. No protected information created, collected, received, accessed, stored, used, maintained or disclosed in the course or performance of this contract will be disseminated except as authorized by statute, either during the period of this contract or hereafter. The County IV-D Agency, the County Attorney, or the County Sheriff, agree to hold DHS harmless with regard to all penalties, fines, damages or claims arising out of, resulting from, or in any manner attributable to any violation of the aforementioned privacy laws, including legal fees and disbursements paid or incurred to enforce this provision of the contract.

III. PROVISION OF LEGAL SERVICES

A. Duties of the IV-D Agency The IV-D Agency shall:

1. Refer appropriate cases to the County Attorney as provided for in federal regulations and state law and policy.
2. Supply the County Attorney with appropriate information as provided for and defined in the federal regulations, the State Plan for Support Collection and Establishment of Paternity under Title IV-D of the Social Security Act, and state policy in accordance with the Minnesota Department of Human Services, Child Support Enforcement Division Policy Manual and other policy documents as DHS may release from time to time.
3. Assist the County Attorney and the courts in carrying out programs for establishing paternity and securing support for children from legally liable persons.
4. Notify the County Attorney about failures to comply with court-ordered child support and maintenance whenever legal action appears necessary.
5. Consult with the County Attorney about any issues of law that may arise should the IV-D Agency need legal advice or counsel.
6. Assist in the service of process when the opportunity occurs to serve process before referral to the Sheriff or other contracted process server.
7. Reimburse the County Attorney for providing services as specified in this Agreement to the extent these services are federally required activities and services as provided in federal regulation and the IV-D State Plan.

8. Take any actions necessary to assist the County Attorney in meeting the federally mandated performance standards as set forth below.

B. Duties of the County Attorney: The County Attorney shall:

1. Take appropriate legal action, including making court appearances, to establish paternity for children born outside of marriage, establish liability for support of children from persons legally liable for such support, and secure compliance with court-ordered child support and spousal maintenance as provided by federal regulation and state law.
2. Use reciprocal arrangements with other states or tribal organizations to obtain or enforce court order for support.
3. Review evidence and determine the adequacy of the evidence for prosecution.
4. Act on behalf of another IV-D Agency or Tribal IV-D Program or County Human Services Department upon their request or as provided by state law or policy.
5. Counsel and advise the IV-D Agency with regard to issues of law and procedure and act as legal advisor for the IV-D Agency. The Attorney will refrain from acting as counsel for or providing legal advice to applicants or recipients of IV-D services.
6. Inform the IV-D Agency of statutory and case law changes that may affect the IV-D Agency in any of its child support enforcement functions.
7. Retain records and make reports to the IV-D Agency, DHS, the court and law enforcement agencies as required by federal regulations and state policies for the effective and efficient administration of the Title IV-D program.
8. Fully cooperate with the IV-D Agency and DHS with respect to the monitoring and evaluating activities pertaining to this agreement.
9. Dedicate the necessary staff and equipment necessary to meet the performance standards set forth below.
10. Determine whether handling any particular case would constitute a conflict of interest or otherwise be professionally improper. If so, the Attorney may select another attorney to handle the case at the same compensation rate as provided in this agreement.
11. Sign off, along with the IV-D agency, on any corrective plans developed as a result of deficiencies noted during a county review.

C. County Attorney Performance Standards The County Attorney shall:

1. In recognition of the Family Support Act of 1988, Pub. L. 100-485, and the requirements of the Personal Responsibility and Work Opportunity Reconciliation Act of 1996, P.L. 104-193, the IV-D Agency and County Attorney will collaborate to meet the federally determined time limits for services as set forth by federal law and in accordance with Minnesota law, regulations, and policy. The federal time limits (including, but not limited to, those found at 45 C.F.R. §§ 303.2 through 303.11, 303.30 through 303.31, 303.72, 303.100 through 303.102, 305.20, 42 U.S.C. § 453A, and 42 U.S.C. § 466 (a)(10)) will be the primary standard against which performance under this contract will be measured.
2. Promptly notify the IV-D Agency of any actions that the IV-D Agency must take in order for the County Attorney to meet these performance standards.

D. Reimbursement: The Attorney will be reimbursed as follows:

1. The rate of \$85 per hour in 2013 and the rate of \$90 in 2014 for documented IV-D County Attorney time.
2. Reimbursement for out-of-pocket expenses such as mileage, meals, and lodging, shall be as provided under the Aitkin County policy, and shall be submitted for payment to the Aitkin County Board on a monthly basis.

E. Reimbursement Terms:

1. The Attorney will submit quarterly statements to the IV-D Agency for all reimbursements requested for the services provided in this agreement. Billing shall list case names, type of case, services provided, number of hours spent, date of service and charge and rate.
2. Upon receipt, the IV-D Agency shall make payment in its usual and customary manner.
3. The Attorney is responsible for assuring that the expenses claimed are in accordance with the federal regulations for claiming FFP reimbursement for activities in the Child Support Enforcement Program. Reimbursement is limited to reimbursement for activities and services that are required by law.
4. If the IV-D Agency determines that the Attorney is not meeting the terms of this Agreement in any way, the payment to the Attorney will not be made until it is determined by the IV-D Agency that the deficiency has been corrected. These deficiencies may include failure to perform (without

good cause) within the parameters of the performance standards, delinquent or incorrect submission of required reports, violation of federal or state law, or repeated failure to perform (without good cause) within the parameters of the performance standards and other specified requirements of this Agreement.

IV. PROVISION OF SERVICES BY THE SHERIFF

A. Duties of the IV-D Agency: The IV-D Agency shall:

1. Supply appropriate information as provided for and defined in federal regulations and state law and policy.
2. Reimburse the Sheriff for the provision of services as specified in this Agreement to the extent that those services are federally required activities and services as provided in the federal regulations and the IV-D State Plan.

B. Duties of the Sheriff: The Sheriff shall:

1. Provide services to the IV-D Agency by performing service of process in Title IV-D cases, including, but not limited to, the service of summons, complaints, orders to show cause, motions, court orders, subpoenas, warrants, and writs of attachment.
2. To provide a bailiff to be present at IV-D hearings as requested by the IV-D Agency, the Attorney, or as ordered or directed by the court.

C. Reimbursement: The Sheriff will be reimbursed as follows:

1. The Sheriff shall receive the sum of \$50 per case for providing service of process services.

D. Reimbursement Terms:

1. The Sheriff will submit monthly statements to the IV-D Agency for all reimbursements requested for the services provided in this Agreement. Each statement shall include the names of the parties for identification purposes.
2. Upon receipt, the IV-D Agency shall make payment in its usual and customary manner.
3. The Sheriff is responsible for assuring that the expenses claimed are in accordance with the federal regulations for claiming FFP reimbursement for activities in the Child Support Enforcement Program. Reimbursement is limited to reimbursement for activities and services that are required by law.
4. If the IV-D Agency determines that the Sheriff is not meeting the terms of this Agreement in any way, the payment

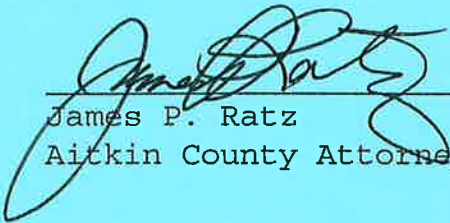
to the Sheriff will not be made until it is determined by the IV-D Agency that the deficiency has been corrected. These deficiencies may include failure to perform (without good cause) within the parameters of the performance standards, delinquent or incorrect submission of required reports, violation of federal or state law, or repeated failure to perform (without good cause) within the parameters of the performance standards and other specified requirements of this Agreement.

THE PARTIES HEREIN, HAVING APPROVED AND SIGNED THIS AGREEMENT, AGREE TO BE BOUND TO THE PROVISIONS SET FORTH IN THIS AGREEMENT.

Approved by:

Thomas Burke, Director
Aitkin County Health and
Human Services

Date: _____




James P. Ratz
Aitkin County Attorney

Date: 11-21-12

Wayland Campbell, Director
Child Support Enforcement Division

Date: _____



Scott Turner
Aitkin County Sheriff

Date: 11-21-12

Mark Wedel
Aitkin County Board Chair

Date: _____