

## ATTACHMENT A

IV-D CHILD SUPPORT COOPERATIVE ARRANGEMENT  
WITH

AITKIN COUNTY OFFICES OF HUMAN SERVICES,  
COUNTY SHERIFF AND COUNTY ATTORNEY

The AITKIN County Offices of Human Services (hereinafter "COUNTY"), County Attorney (hereinafter, "County Attorney"), and County Sheriff (hereinafter "County Sheriff") hereby enter into the following Cooperative Arrangement.

## RECITALS

Whereas, the County IV-D Agency (COUNTY), through the Cooperative Agreement with the Minnesota Department of Human Services and Minnesota Statutes, section 393.07, subdivision 3 is responsible for local operation of child support services; and

Whereas, the COUNTY is also empowered to enter into Cooperative Arrangements with the County Sheriff and County Attorney pursuant to Minnesota Statutes, Chapter 388 and sections 393.11; and 471.59; and

Whereas, the County Attorney is willing and able to provide legal services necessary to the operation of the child support enforcement program under Title IV-D of the Social Security Act, 42 United States Code, sections 651 through 699Bb; and

Whereas, the County 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; and

Whereas, the above-referenced entities wish to enter into this Cooperative Arrangement to set forth their respective responsibilities in providing services necessary to the local operation of the child support enforcement program under Title IV-D of the Social Security Act; and

Whereas, Title IV-D of the Social Security Act, Public Law 93-647, as amended, and 45 Code of Federal Regulations, section 303.107 require a Cooperative Arrangement between the COUNTY and the other county entities that are a party to this Cooperative Arrangement, namely the County Attorney and the County 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. Duration of Arrangement: It is agreed that this Cooperative Arrangement will commence on **January 1, 2016**, and will expire on **December 31, 2017**. The Cooperative Arrangement may be terminated earlier upon 60 days written notice to all other parties. This Cooperative Arrangement shall be renewed upon written agreement of all parties.

- B. Effective date for payment of federal funds. The effective date of this Cooperative Arrangement for the payment of federal funds is the first date of the quarter in which the COUNTY, County Attorney, and County Sheriff obtain all required signatures.
- C. Purpose: The purpose of the child support 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 Cooperative Arrangement establishes procedures for the provision of services to the child support program by the County Attorney, and the County Sheriff.
- D. Parties: Parties" means the COUNTY and the Cooperating Agencies.
- E. Duties: The specific duties of each party are set forth more fully below. This Cooperative Arrangement also provides for reimbursing administrative costs in accordance with federal regulations and state policy .
- F. Amendments: Any amendment to this Cooperative Arrangement must be in writing and will not be effective until it has been executed and approved by the same parties who executed and approved the original Cooperative Arrangement, or their successors in office. Any amendment of this Cooperative Arrangement must be sent to the Director of the Child Support Division at the Minnesota Department of Human Services.
- G. Records: The parties will maintain all records, including financial records, related to all services provided under this Cooperative Arrangement 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 Cooperative Arrangement will be made available and subject to state and federal review and audit.

Pursuant to 45 Code of Federal Regulations, section 303.2 (c) staff with PRISM update access shall appropriately document case activity. For staff that do not have PRISM update access, the responsible party shall ensure that IV-D case activity is recorded by the appropriate staff. Said documentation shall include the date of action, a description of services rendered, and the result of the action.

All IV-D related contacts, actions and other appropriate IV-D case activity must be recorded as case events in PRISM by the COUNTY.

Case records that are held or maintained by the COUNTY must be maintained pursuant to the requirements under 45 CFR 303.2(c) and referenced by a note in PRISM. The note must identify the nature of the records and the specific location of the records.

- H. Applicable Laws and Policies: All parties will comply with Title IV-D of the Social Security Act and all applicable federal laws, regulations, action transmittals, and other directives, instructions, and requirements of the United States Department of Health and Human Services, Office of Child Support Enforcement, including but

not limited to, applicable federal and state information privacy laws. All parties will comply with other applicable state statutes governing the child support program; state child support procedures; and applicable Minnesota statutes.

1. Policy Dispute

The County Attorney may seek review of STATE policies through this section or through section 3.1.1 of the Cooperative Agreement.

a. CARC Review

The County Attorney shall be entitled to an administrative review of the State's interpretation of the above policies and procedures if the CARC agrees that the difference in interpretation has a state-wide impact to multiple cases and the CARC agrees on a recommended resolution of the dispute.

b. Procedure

The County Attorney shall bring its disagreement with the State's interpretation to the CARC. The CARC shall decide whether to submit the dispute to the CSD director. If a dispute is submitted to the state, it must clearly contain the following information in writing: The disputed policy, exactly what part of the policy is disputed, the legal and/or policy reasons for the difference in interpretation, and a proposed solution to the differences in interpretation. The CSD director and the CARC shall attempt to resolve the disagreement in an informal manner.

If the CARC and the CSD director are unable to reach an informal resolution of the policy dispute, the CARC may request the CSD director to issue a written decision. The CSD director shall issue a written decision as soon as practicable. If the CARC disagrees with the written decision, the CARC may seek mediation of the policy dispute through the Minnesota Office of Administrative Hearings (OAH). The County Attorney's office initiating the policy dispute shall be responsible for the payment of mediation fees.

The decision of OAH is binding upon the COUNTY and the STATE unless an appeal is filed with the district court within 30 calendar days of OAH decision.

I. Monitoring and Corrective Action:

The COUNTY's performance, as set forth in this Cooperative Arrangement, may be monitored by the STATE as needed to ensure effective implementation of its terms and to identify problems that affect the delivery of services covered by the Cooperative Arrangement. The State may direct the COUNTY to develop corrective action plans as necessary to avoid fiscal sanctions which may result if the COUNTY does not meet its obligation under this Cooperative Arrangement. The COUNTY must notify the STATE of conditions that have caused or may hinder its ability to meet its obligations under this Cooperative Arrangement. The COUNTY will develop corrective action plans and comply with them. The Cooperating Agencies agree to comply with any state or federally approved corrective action plans.

- J. FFP Reimbursement for Child Support Activities:  
The COUNTY agrees to comply with the provisions of 45 Code of Federal Regulations, section 304.21, federal financial participation, in the costs of Cooperative Arrangements, as a condition for federal financial participation (FFP). The COUNTY may be reimbursed for administrative expenses incurred as a result of the activities performed under this Cooperative Arrangement. Said reimbursement shall not exceed the percentage set by federal regulations or state statutes, and it may change during a given calendar year.

The STATE will send written notification to the COUNTY as soon as the STATE is officially notified of a proposed change in the reimbursement rate for administrative expenses, and the county shall notify Cooperating Agencies as soon as they are aware of any changes.

- K. COUNTY's Duties, Functions, and Responsibilities:  
The COUNTY is responsible for administering the program to establish paternity, establish and enforce child support, medical support, and child care support orders, and to enforce spousal support orders pursuant to state and federal law.

The COUNTY will seek reimbursement for the allowable costs incurred under the terms of this Cooperative Arrangement by appropriately reporting those costs to the STATE.

## II. Information Privacy

The requirements contained in *Information Privacy and Security Agreement (IPSA)* that has been separately executed by COUNTY and the Minnesota Department of Human Services (DHS), and any successor agreement thereto, are hereby incorporate into this Cooperative Arrangement. The IPSA, together with the provisions below, govern the parties access, use, and disclosure of protected information (as defined in the IPSA) administration of the parties' administration of relating to the Title IV-D of the Social Security Act.

- A. Confidentiality. The information exchanged under this Cooperative Arrangement shall not be disclosed to individuals or agencies other than as provided in 45 Code of Federal Regulations, section 202.50, 45 Code of Federal Regulations, section 303.21, and as provided by the laws of the State of Minnesota. Information exchanged under this Cooperative Arrangement will only be used to promote or support the administration of programs authorized to share information under Title IV-D of the Social Security Act.
- B. Data Privacy. For purposes of executing its responsibilities and to the extent set forth in this Cooperative Arrangement, all of the parties to this Cooperative Arrangement shall be part of the "welfare system," as defined in Minnesota Statutes, section 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 Cooperative Arrangement.
- 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 Cooperative Arrangement. This responsibility includes ensuring that staff are properly trained and comply with the following:

1. The Minnesota Government Data Practices Act (MGDPA), Minnesota Statutes Chapter 13, in particular, section 13.46 (welfare data);
  2. Security and Confidentiality of Department of Public Safety Driver and Vehicle Service (DVS) data;
  3. Internal Revenue Service (IRS) procedures and safeguards for the confidentiality and security of IRS sourced data under 26 United States Code, sections 6103 and 7213, and the penalties for misuse of IRS sourced data, under 26 United States Code, sections 7213 and 7431, and 26 Code of Federal Regulations, section 301.6103(n)-1,
  4. Federal Parent Locator Service and Child Support Program information privacy and safeguards, including information derived from the National Directory of New Hires, the Debtor File, and the Federal Case Registry, and the Federal Privacy Act; and
  5. Any other applicable state and federal statutes, rules, regulations, and agreements affecting the collection, storage, use and dissemination of private or confidential information.
- D. Minimum necessary access to protected information: The parties shall comply with the "minimum necessary" access and disclosure standards set forth in the MGDPA. 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." Minnesota Statutes, §13.05, subd. 3.
- E. Each party shall:
1. Maintain appropriate safeguards to prevent inappropriate access, use, or disclosure of protected information by its employees other than as provided for by this Cooperative Arrangement or as otherwise required by law;
  2. Immediately report any inappropriate access, use, disclosure, or unauthorized access to protected information not authorized by this Cooperative Arrangement of which it becomes aware;
  3. 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, conditions, and training that apply to it with respect to such information;
  4. At termination of this Cooperative Arrangement, extend the protections of this Cooperative Arrangement to protected information collected during the course of this Cooperative Arrangement.

F. Family Violence Indicator

Pursuant to Minnesota Statutes, section 257.70 and federal law, the COUNTY and the parties to this Cooperative Arrangement may not release information about the whereabouts of a person, if it has knowledge that a protective order with respect to the other party has been entered, or if the COUNTY has reason to believe that releasing the information might result in physical or emotional harm to the person about whom the information is sought. Child support workers are required to safeguard the privacy of said individuals by entering a safety concern indicator in PRISM.

Protected information, which includes information stored in or accessed from the PRISM system, includes information about all case participants, including persons with privacy protection. The COUNTY and the parties to this Cooperative Arrangement will explain the sensitive nature of the safety concern indicator to all personnel with access to case information and will comply with safeguards to protect the privacy of all parties, including individuals protected with a privacy protection indicator.

Information about protected individuals may not be published, used, transmitted, or otherwise shared, without first removing all information about location, employment or other information identifying the whereabouts of the protected individual.

G. Maintaining the Security of Protected Information Stored in or Accessed from the PRISM System

Protected information shall be stored in a place physically secure from access by unauthorized persons in conformance with the Department of Human Services (DHS), Child Support Division manuals and instructions regarding computer security. The manual is found in the CSD User Documentation, and County Security Officers and local agencies can access the manual on DHS-SIR at <https://www.dhssir.cty.dhs.state.mn.us/PRISM>.

The COUNTY and the parties to this Cooperative Arrangement shall require that all personnel with access to protected information will adhere to the policies and procedures of CSD and state statutes regarding confidentiality and computer access that are referenced in the CSD User Documentation. The CSD Division Director or designee may review each staff person's access to protected information to ensure that the level of access is consistent with their job duties.

H. Hold Harmless for data practices violations. The Parties are responsible for their own acts or omissions while performing the services described in this Cooperative Agreement.

**III. PROVISION OF LEGAL SERVICES**

A. Duties of the COUNTY: The COUNTY 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 IV-D Program, 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 Division Program Manual (DHS eMILO and SIR MILO) and other program instructions 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 COUNTY need legal advice or counsel.
6. Assist in the service of process when the opportunity occurs to serve process before referral to the County Sheriff or other contracted process server.
7. Reimburse the County Attorney for providing services as specified in this Arrangement to the extent these services are federally required activities and services as provided in federal regulation and the IV-D Program.
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 carry out the IV-D Program. The County Attorney agrees that the functions performed and services provided shall be performed in accordance with Title IV-D of the Social Security Act and all applicable federal laws, regulations, action transmittals, and other directives, instructions, and requirements of the United States Department of Health and Human Services, Office of Child Support Enforcement, including but not limited to, applicable federal and state information privacy laws. All parties will comply with other applicable state statutes governing the child support program; state child support procedures; and applicable Minnesota statutes. The County Attorney agrees that disagreements over policy and procedure shall be handled through the CARC via section I, paragraph H of this arrangement or through the procedures in sections 3.1.1 of the Cooperative Agreement between the STATE and the COUNTY.
2. Review evidence and determine the adequacy of the evidence for court action.

3. Act on behalf of another COUNTY or Tribal IV-D Program or County Human Services Department upon their mutual agreement or as provided by state law or policy.
4. Counsel and advise the COUNTY with regard to issues of law and procedure and act as legal advisor for the COUNTY pursuant to Minnesota Statutes, Chapter 388. The County Attorney will refrain from acting as counsel for or providing legal advice to applicants or recipients of IV-D services.
5. Inform the COUNTY of statutory and case law changes that may affect the COUNTY in any of its child support enforcement functions.
6. With the COUNTY, notify the CSD Division Director within 7 calendar days of any IV-D case that is appealed to the Minnesota Court of Appeals, the Minnesota Supreme Court, or federal court by either one of the parties or the COUNTY. The STATE will review the appeal and consult with the COUNTY Attorney and the Office of the Attorney General as necessary.
7. In coordination with the COUNTY, report to the CSD Division Director within 7 calendar days of becoming aware of any child support judgments that call into question the constitutionality or enforceability of child support statutes or program instructions.
8. Retain records and make reports to the COUNTY, DHS, the court and law enforcement agencies as required by federal regulations and state policies for the effective and efficient administration of the IV-D Program.
9. Fully cooperate with the COUNTY and DHS with respect to the monitoring and evaluating activities pertaining to this Cooperative Arrangement.
10. Dedicate the necessary staff and equipment necessary to meet the performance standards set forth below.
11. Determine whether handling any particular case would constitute a conflict of interest or otherwise be professionally improper. If so, the County Attorney may select another attorney to handle the case at the same compensation rate as provided in this Cooperative Arrangement. The County Attorney shall require and ensure that the other attorney complies with the terms and conditions of this agreement.
12. Sign off, along with the COUNTY, on any corrective action plans developed as a result of deficiencies noted during a county review.
13. Prepare pleadings, including summons, petitions, orders to show cause, motions, and other necessary legal documents. Utilize relevant PRISM documents as consistent with eFiling and eService requirements. Draft interim orders. Prepare court orders, temporary orders, and judgments as necessary.
14. Cooperate with county, tribal, and state-operated economic support



agencies, and all other agencies managing or operating federal or state programs, in administering the requirements of the IV-D Program.

15. Attend, if available, relevant training sessions provided by the COUNTY or the STATE.
16. Meet with the COUNTY Child Support Director as requested regarding policy and procedural issues.

C. County Attorney Performance Standards. The County Attorney shall:

1. In recognition of the Family Support Act of 1988, Public Law 100-485, and the requirements of the Personal Responsibility and Work Opportunity Reconciliation Act of 1996, Public Law 104-193, the COUNTY 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 Code of Federal Regulations, sections 303.2 through 303.11, 303.30 through 303.31, 303.72, 303.100 through 303.102, 305.20, 42 United States Code, section 453A, and 42 United States Code, section 466(a)(10)) will be the primary standard against which performance under this Cooperative Arrangement will be measured.
2. Promptly notify the COUNTY of any actions that the COUNTY must take in order for the County Attorney to meet these performance standards.
3. Communicate with the COUNTY concerning child support cases prior to hearings;
4. Communicate, to the extent practicable, with opposing counsel prior to hearings;
5. Reserve, to the extent that it is within the County Attorney's control, the necessary time and resources necessary to effectuate the timely resolution of child support legal issues;
6. Meet all timeframes for taking legal actions and establishing and enforcing orders as set forth in the federal regulations and state policies, recognizing exigent circumstance..
7. Cooperate with the COUNTY to meet federal timeframes for IV-D Program services:
  - i. Within 90 calendar days of locating the alleged father or noncustodial parent, establish paternity and establish an order for support or complete service of process necessary to commence proceedings.
  - ii. For cases in which service of process is necessary, establish paternity and establish an order for support:

- Within six months in 75% of the cases, and
- within twelve months in 90% of the cases.

iii. From the date of service of process:

- Within 180 calendar days of receiving a request for review or locating the non-requesting parent, review and adjust the order or determine that the order should not be adjusted.

8. Comply with the Civil Rights Compliance standards for agencies that deliver services under Cooperative Arrangement with or sub-contracts/Cooperative Agreements with the Department of Human Services.

D. Reimbursement: Reimbursement to the County Attorney shall be for the actual cost of providing services to the COUNTY incurred by the County Attorney's office. Payments claimed and paid shall be consistent with the requirements and prohibitions set out in Minnesota Statutes, Chapter 388.

The County Attorney is responsible for assuring that the expenses claimed are in accordance with the federal regulations for claiming Federal Financial Participation (FFP) reimbursement for activities in the child support enforcement program. Reimbursement is limited to reimbursement for activities and services that are required or allowed by law.

1. County Attorney Time: The County Attorney must track and account for attorney time expended on IV-D cases. If the IV-D program dedicates staff at 100% to eligible IV-D activities under Federal Regulations, the County Attorney may seek reimbursement for 100% of eligible staff time. For attorneys and staff that work on eligible IV-D cases less than 100% of the time, the attorney and staff time may be accounted for in one of two ways:

i. *Hourly Cost Method*. The County Attorney may track County Attorney and support staff time on an hourly basis; OR

ii. *Time Study/Salary Method*. The County Attorney may use a periodic time study to determine the proportion of time the County Attorney staff spends on IV-D Program activity versus all other activity. The office must regularly complete time studies. The study will be completed as follows:

- All County Attorney staff providing IV-D Program services will complete a week-long time study each month. The study will record time spent on IV-D Program activity.
- The results of each study will determine that percentage of time spent per staff person for IV-D Program services in relation to that person's total hours worked per month.
- Reimbursement will be determined by applying the percentage of time determined to have been used for IV-D Program activity for an individual staff member to that individual's direct salary and benefits costs.

2. County Attorney Costs: The County Attorney must track and account for costs expended on IV-D cases. Direct costs must be accounted and claimed. Indirect costs may be claimed in accordance with Federal Regulations, 22 Code of Federal Regulations, section 225, and OMB circular A-87, but the County Attorney, in cooperation with the COUNTY, must ensure that indirect costs are not double counted (i.e. claimed by both the COUNTY and County Attorney).
3. Reimbursement Estimate: The cost of providing eligible IV-D cases services to the COUNTY in the fiscal year proceeding this contract was:\_\_\_\_\_. Attached is documentation of how this cost was calculated.

The estimated cost for the applicable fiscal years of this contract, years 2016 & 2017, is \_\_\_\_\_ and \_\_\_\_\_ respectively. If the estimated costs in the contract years exceeded the actual cost in the preceding fiscal year by more than 3%, a document is attached explaining the reason and method of calculating the prospective increase.

The parties realize that the actual costs incurred and claimed by the County Attorney may exceed or stay below the estimated costs due to exigent circumstances.

E. Reimbursement Terms:

1. The County Attorney will submit monthly statements to the COUNTY for all reimbursements requested for the services provided in this Cooperative Arrangement.
2. Upon receipt, the COUNTY shall make payment in its usual and customary manner.
3. If the COUNTY determines that the County Attorney is not meeting the terms of this Cooperative Arrangement in any way, the payment to the County Attorney will not be made until it is determined by the COUNTY that the deficiency has been corrected. These deficiencies may include failure to perform (without good cause) within the parameters of the performance standards set forth in Section 111.C., 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 Cooperative Arrangement.

IV. **PROVISION OF SERVICES BY THE COUNTY SHERIFF**

A. Duties of the COUNTY. The COUNTY shall:

1. Supply appropriate information as provided for and defined in federal regulations and state law and policy.

2. Reimburse the County Sheriff for the provision of services as specified in this Cooperative Arrangement to the extent that those services are federally required activities and services as provided in the federal regulations and the IV-D Program.

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

1. Process Service:
  - a. Upon request, provide services to the COUNTY 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.
  - b. Make diligent attempts to serve legal papers on IV-D participants believed to be residing in the county.
  - c. Document all service of process and attempted service of process by providing a proof of (attempted) service in the form of a server's affidavit or certificate of service. The affidavit or certificate must state the date, time and place of service, whether the respondent was personally served. For serving a summons, the server must also endorse the summons and indicate thereon the time and date, the place and manner of service, and upon whom service was made.
2. Execution of Warrants
  - a. Check the records for outstanding child support warrants, whenever civil papers are served on any person or an arrest is made for any reason.
  - b. With due diligence, execute bench warrants, and orders for arrest or commitment in IV-D cases. If there are questions about the validity of said orders or the identity of the party, contact the COUNTY immediately.
  - c. Return all withdrawn IV-D warrants to the COUNTY.
3. Locate Services: Respond to COUNTY requests for location information by accessing available resources such as, Crime Information Bureau and out of county and out of state law enforcement agents.
4. Security Services
  - a. To provide a bailiff to be present at IV-D hearings as requested by the COUNTY, the County Attorney, or as ordered or directed by the court.
  - b. Upon request, provide special security service to the COUNTY and

to the courts.

- c. Escort respondents who are in custody to hearings scheduled by the COUNTY and arrange for transportation of persons arrested in other counties.

5. Other Services

- a. Provide daily jail and Huber (work release) rosters, and upon request, provide information to COUNTY about inmates' dates of incarceration, employment status, address information and any other relevant information.
- b. Upon request, meet with the COUNTY Child Support Director regarding policy and procedural issues.
- c. Ensure equal opportunity and equal access in service delivery – this includes the use of interpreters or procedures for acquiring translation and interpretation services when needed and the provision of reasonable accommodations or aids for people with disabilities.

C. County Sheriff's Department Standards of Performance

1. Process Service

- a. Execute due diligence by making at least three attempts to serve the respondent at each possible location furnished by the COUNTY. The Sheriff may make fewer than three service attempts at a particular location, if, after attempting service, it is determined that further attempts at that particular location would be futile.
- b. Effectuate service of process to meet due process requirements as set forth under Minnesota statutes.

2. Execution of Warrants

- a. With due diligence, execute bench warrants and arrest/commitment orders in IV-D cases.
- b. If there are questions about the validity of any warrant or the identity of the party, contact the COUNTY within 10 days.
- c. Return all withdrawn IV-D warrants to the COUNTY within 10 days of withdrawal.

3. Locate Services

- a. Respond to COUNTY requests for location information by accessing available resources such as National Crime Information Center (NCIC) and the Bureau of Criminal Apprehension (BCA) and other automated

resources with due diligence.

4. Security Services

- a. With advanced notice, provide special security service to the COUNTY and to the courts.

5. Other Services

- a. On a daily basis, provide daily jail and Huber rosters, and upon request, provide information to COUNTY about inmates' dates of incarceration, employment status, address information and any other relevant information.
- b. Meet with the COUNTY Child Support Director as requested, regarding policy and procedural issues.
- c. Cooperate with the COUNTY to meet federal timelines for IV-D services:
- d. Within 75 days of determining that location is necessary, access appropriate locate sources.
- e. If service of process is necessary, service must be completed or unsuccessful attempts must be documented within 60 calendar days of identifying a delinquency, or of locating the noncustodial parent, if location is necessary.
- f. Comply with the Civil Rights Compliance standards for agencies that deliver services under Cooperative Agreement with the State of Minnesota Department of Human Services.

D. Reimbursement.

- 1. The County Sheriff will be reimbursed for the actual cost of providing services to the COUNTY incurred by the County Sheriff's office. Payments claimed shall be consistent with the requirements and prohibitions set out in Minnesota Statutes, Chapter 387.

The County Sheriff is responsible for assuring that the expenses claimed are in accordance with the federal regulations for claiming Federal Financial Participation (FFP) reimbursement for activities in the child support enforcement program.

- 2. Reimbursement Estimate: The cost of providing eligible IV-D services to the COUNTY in the fiscal year proceeding this contract was:\_\_\_\_\_. Attached is documentation of how this cost was calculated.

The estimated cost for the applicable fiscal years of this contract, years 2016 & 2017 \_\_\_\_\_, is \_\_\_\_\_ and \_\_\_\_\_ respectively. If the estimated costs in the contract years exceeded the actual cost in the preceding

fiscal year by more than 3%, a document is attached explaining the reason and method of calculating the prospective increase.

The parties realize that the actual costs incurred and claimed by the County Sheriff may exceed or stay below the estimated costs due to exigent circumstances.

E. Reimbursement Terms:

1. The County Sheriff will submit monthly statements to the COUNTY for all reimbursements requested for the services provided in this Cooperative Arrangement.
2. Upon receipt, the COUNTY shall make payment in its usual and customary manner.
3. The County 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 or allowed by law.
4. If the COUNTY determines that the County Sheriff is not meeting the terms of this Cooperative Arrangement in any way, the payment to the County Sheriff will not be made until it is determined by the COUNTY that the deficiency has been corrected. These deficiencies may include failure to perform (without good cause) within the parameters of the performance standards set forth in Section IV.C., 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 Cooperative Arrangement.

V. **CERTIFICATION REGARDING DEBARMENT AND SUSPENSION**

**Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion.** Federal money will be used or may potentially be used to pay for all or part of the work under the contract, therefore the prospective lower tier participants (County Attorney and County Sheriff) must certify the following, as required by the regulations implementing Executive Order 12549:

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transactions

Instructions for Certification:

1. By signing and submitting this Cooperative Arrangement, the prospective lower tier participant is providing the certification set out below.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective

lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

3. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or had become erroneous by reason of changed circumstances.
4. The terms covered transaction, debarred, suspended, ineligible, lower tier covered transaction, participant, person, primary covered transaction, principal, proposal, and voluntarily excluded, as used in this clause, have the meaning set out in the Definitions and Coverages sections of rules implementing Executive Order 12549 (Debarment and Suspension). You may contact the person to which this Cooperative Arrangement is submitted for assistance in obtaining a copy of those regulations.
5. The prospective lower tier participant agrees by submitting this response that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 48 Code of Federal Regulations, part 9, subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
6. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under title 48 of the Code of Federal Regulations, part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from covered transactions, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the List of Parties Excluded from Federal Procurement and Nonprocurement Programs
8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under paragraph five of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under Title 48 of the Code of Federal Regulations, part 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.



**Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions**

1. The prospective lower tier participant certifies, by submission of this Cooperative Arrangement, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this Cooperative Arrangement.

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

**Parties:**

\_\_\_\_\_  
COUNTY

\_\_\_\_\_  
Date

\_\_\_\_\_  
County Attorney

\_\_\_\_\_  
Date

\_\_\_\_\_  
County Sheriff

\_\_\_\_\_  
Date

**Approved By:**

\_\_\_\_\_  
Director, MN Child Support Division

\_\_\_\_\_  
Date