

Minnesota State/County Child Support Program Cooperative Agreement

CY 2016-2017 STATE/COUNTY COOPERATIVE AGREEMENT
COVERING THE ADMINISTRATION OF CHILD SUPPORT AND
ESTABLISHMENT OF PATERNITY AND MEDICAL SUPPORT LIABILITY PROGRAMS
BY AND BETWEEN

The
State of Minnesota
Department of Human Services
and
AITKIN County

TABLE OF CONTENTS

1.	Definitions	1
1.1	Administrative Instructions	1
1.2	Business Day	1
1.3	Calendar Day	1
1.4	Central Registry	1
1.5	Cooperating Agency	2
1.6	Cooperative Arrangement	2
1.7	Cooperative Agreement Manager	2
1.8	Cooperative Agreement Review Committee	2
1.9	County Attorney	2
1.10	Governing Board of a County	
1.11	IV-D Program	2
1.12	Participant	2
1.13	Parties	2
1.14	PRISM	2
1.15	Program Instructions	3
1.16	IV-D Program Requirements	3
1.17	State Disbursement Unit	3
1.18	User Documentation	3
2.	Appointment of Cooperative Agreement Manager	3
3.	COUNTY's Duties and Responsibilities	3
3.1	General Requirements	3
3.1.1	Policy Conflict	4
3.2	Provide Services	4
3.2.1	Provide Customer Service	4
3.3	Hold Harmless	4
3.4	Cooperative Arrangements	4
3.5	Purchase of Service Agreements	5
3.6	Notification of Appeals	5
3.6.1	Notice of Substantive Adverse Decisions	5
3.7	Internet Access	5
3.8	Provide Information	5
3.9	Information Technology Security	5
3.9.1	COUNTY Security Officer	5
3.9.2	Security Manual	5
3.10	Cooperation with Other Agencies	5
3.11	Providing Resources to Improve Support in Minnesota (PRISM)	5
3.11.1	Maintain Automation Equipment	6
3.11.2	No Alteration of Software	6
3.11.3	Authorized Access to Automation Equipment	6
3.12	Cost-Sharing Allocation Plan COUNTY Budget	6
3.13	COUNTY Budget	6
3.14	Maintain PRISM Financial Records	6
3.14.1	Enter Court Order and Balance Information	6
3.14.2	Receipt and Disbursement (R&D) Adjustments	6
3.15	Failure to Maintain PRISM Financial Records	7
3.16	Reimbursement for Failure to Follow Policy and Instructions	7
3.17	Collections, Receipts, and Disbursements	7
3.18	Records Maintenance	7
3.19	Confidentiality of Records	7

3.19.1	Cooperating Agencies and Compliance with Regulations	7
3.19.2	Others Requesting PRISM Information or Access for the Purpose of the Administration of the Child Support Program.	8
3.19.3	Other Parties Requesting Access to PRISM or PRISM Information	8
3.19.4	Not a "Business Associate Agreement."	8
3.20	Federal Parent Locator Service	8
3.21	IRS Cooperative agreement Language for General Services	9
3.21.1	Performance	9
3.21.2	Criminal/Civil Sanctions	10
3.21.3	Inspection	12
3.20	Bonding	12
4.	STATE's Duties and Responsibilities	12
4.1	General Requirements	12
4.2	Child Support Division (CSD) Memos/Child Support Bulletins	12
4.3	Program Instructions	12
4.3.1	Program Instruction Change	13
4.3.2	Reasonable Time Period to Implement	13
4.3.3	Extension of Time Period to Implement	13
4.4	Monitoring	13
4.5	Comprehensive Training	13
4.6	Information to the Public	13
4.7	Standard Cooperative Agreements	13
4.8	Central Registry	14
4.9	PRISM Maintenance	14
4.10	PRISM Enhancement	14
4.11	Ownership of Software	14
4.12	Tax Intercept	14
4.13	New Hire Reporting	14
4.14	Provide Direct Program Assistance to COUNTY	14
4.15	Delegation of Authority	14
4.16	Confidentiality of Records	14
5.	Procurement	14
5.1	Equipment	14
6.	Allocations	15
6.1	Standards of Performance and Performance Based Allocation	15
6.2	County Contribution	15
7.	Funding	15
8.	Federal Reimbursement	16
8.1	County Income Maintenance Claims	16
8.1.1	County-Wide Indirect Claim	16
8.2	Adjusted Reimbursement Claims	16
8.3	Non-Compliance	17
8.3.1	Compliance Review	17
8.3.2	Advance Notice	17
8.4	Disallowances	17
8.5	Conditions of Payment	17
8.6	Payment Recoupment	18
9.	Program Operation: Records, Reporting, Monitoring and Security	18

9.1	Record Keeping Requirements	18
9.2	Records Maintenance	18
9.3	Records Availability	18
9.4	Federal or State Authority to Review Documents	18
9.5	Records Security and Access	19
10.	Annual Audit	19
10.1	Compliance with Single Audit Act	19
10.2	State Audits	19
10.3	Audit Disallowance	19
	10.3.1 COUNTY's Liability	19
	10.3.2 Fiscal Sanction	19
10.4	Audit Adjustments	19
	10.4.1 Audit Adjustment Determination	19
	10.4.2 Payment Adjustments	20
11	Administrative Review	20
11.1	Review Process	20
11.2	Administrative Appeal	20
	11.2.1 Notice of Demand for Appeal	20
	11.2.2 Process	20
	11.2.3 Policy Disputes: Limited Reimbursement Guarantee	21
12.	General Provisions	21
12.1	Non-Discrimination	21
	12.1.1 Notification to Employees and other affected parties	21
	12.1.2 Compliance with Department of Human Rights Statutes	22
12.2	Lobbying Certification	22
12.3	Debarment Certification. Debarment by State or Federal Government, or any State or Federal Departments, Commissions, Agencies or Political Subdivisions Debarment Certification	22
	12.3.1 Subcontractor Debarment.	22
12.4	Prohibitions on Weapons	23
12.5	Provisions of Services and Programs	23
	12.5.1 Funding Limitations	23
	12.5.2 COUNTY Funding	23
	12.5.3 Lawful Power and Duties	23
12.6	Data Disclosure	23
12.7	Liability	24
12.8	Voter Registration Requirement	24
12.9	Conditions on the Parties' Obligations	24
12.10	Governing Law, Jurisdiction, and Venue	24
12.11	Severability	24
12.12	Assignment, Amendments, Waiver, and Cooperative Agreement Complete	24
	12.12.1 Assignment	24
	12.12.2 Amendments	24
	12.12.3 Waiver	24
	12.12.4 Cooperative Agreement Complete	24
	12.12.5 Effective Date	25
	Attachment A: Cooperative Arrangement	
	Attachment B: Budget Estimate	
	Attachment C: Certification Regarding Lobbying	
	Attachment D: Disclosure of Lobbying Activities	
	Attachment E: Certification Regarding Debarment and Suspension	

**CY 2016-2017 STATE/COUNTY COOPERATIVE AGREEMENT
COVERING THE ADMINISTRATION OF CHILD SUPPORT AND
ESTABLISHMENT OF PATERNITY AND MEDICAL SUPPORT LIABILITY PROGRAMS
BY AND BETWEEN**

**The
State of Minnesota
Department of Human Services
and**

AITKIN County

THIS COOPERATIVE AGREEMENT is made and entered into for the period of January 1, 2016, through December 31, 2017, by and between the State of Minnesota Department of Human Services, hereinafter referred to as "STATE," and the Governing Board of AITKIN County and its designated Child Support Office, hereinafter referred to as "COUNTY".

WHEREAS, the Department of Human Services (STATE), through its Child Support Division is empowered to enter into interagency agreements pursuant to Minnesota Statutes, section 471.59; and

WHEREAS, the County IV-D Agency (COUNTY) is responsible for local operation of child support services under Minnesota Statutes, section 393.07, subdivision 3; and

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, 42 United States Code, sections 651 through 699b; and enter this agreement to meet the requirements of Title 45, Code of Federal Regulations, sections 303.107 and 302.34; and

NOW, THEREFORE, in consideration of the mutual responsibilities and agreements hereinafter set forth, the STATE and the COUNTY agree as follows:

1. **Definitions.** The following definitions apply to the terms used in this Cooperative Agreement unless the context clearly requires otherwise:
 - 1.1 **Administrative Instructions.** Administrative instructions are from the STATE to the COUNTY on administrative or financial matters.
 - 1.2 **Business Day.** Business day means a day on which STATE offices are open for regular business.
 - 1.3 **Calendar Day.** Calendar day means each day shown on the calendar, including weekends and holidays.
 - 1.4 **Central Registry.** The Central Registry is the unit of government responsible for receiving, disseminating, and overseeing the processing of all incoming interstate IV-D cases.

- 1.5 **Cooperating Agency.** A Cooperating Agency is the Sheriff or County Attorney, who provides child support services for the COUNTY, pursuant to a Cooperative Arrangement. "Cooperating Agencies" refers to both the Sheriff and the County Attorney.
- 1.6 **Cooperative Arrangement.** A Cooperative Arrangement is a standard template that is attached to the Cooperative Agreement as Attachment A. This standard template must be used by the COUNTY when securing services from the County Attorney and Sheriff for the operation of the IV-D Program.
- 1.7 **Cooperative Agreement Manager.** The Cooperative Agreement Manager is the contact person for each of the parties. The STATE's Cooperative Agreement Manager is the official contact with the COUNTY and is responsible for enforcing provisions of the Cooperative Agreement and assuring the provisions are carried out by the COUNTY.
- 1.8 **Cooperative Agreement Review Committee (CARC).** The CARC shall be responsible for representing the County and County Attorney offices in seeking policy dispute resolution under this Cooperative Agreement and Arrangement. The CARC shall be appointed by the CSD director, in consultation with Counties and County Attorneys, and shall be comprised of three County Directors and three County Attorneys.
- 1.9 **County Attorney.** County Attorney means the attorney under Minnesota Statutes, chapter 388 and section 393.11, subdivision 2, who is employed by or contracted under a Cooperative Arrangement by the governing board of the COUNTY to provide support enforcement services specified under this Cooperative Agreement.
- 1.10 **Governing Board of a County.** The Governing Board of a County means the governing body of the local unit of government responsible for the administration of public welfare, including child support, in the county or multi-county area. This can include County Boards, organized under Minnesota Statutes, Chapter 375 local social service agencies, organized under Minnesota Statutes, Chapter 393, Hospital Commissions, as empowered by Minnesota Statutes, Chapter 393, Human Services Boards, organized under Minnesota Statutes, Chapter 402, Service Delivery Authorities, organized under Chapter 402A, or any other local unit of government which is responsible for the administration of child support enforcement services for the local area.
- 1.11 **IV-D Program.** The Minnesota programs provided for by Title IV-D of the federal Social Security Act, in accordance with the language of Minnesota Statutes, sections 256.741 and 518A and other state and federal statutes, federal regulations, and controlling court cases in effect during the term of this Cooperative Agreement..
- 1.12 **Participant.** A participant is an IV-D case participant, including an individual that is listed as a case member in an open IV-D support case.
- 1.13 **Parties.** The Parties STATE and COUNTY collectively.
- 1.14 **PRISM.** "PRISM" means the state-wide child support database and associated programming which is owned and maintained by the STATE.

- 1.15 Program Instructions.** Program Instructions are directives from the STATE to the COUNTY on how to follow federal and state law and regulations.
 - 1.16 IV-D Program Requirements.** Program Requirements are the state and federal law requirements of the IV-D program.
 - 1.17 State Disbursement Unit (SDU).** The SDU is the unit responsible for centralized receipt and distribution of child support and other support-related payments. The SDU includes the activities and staff at the Minnesota Child Support Payment Center (CSPC), located in St. Paul, Minnesota.
 - 1.18 User Documentation.** User documentation is material contained in DHS eMilo and SIR MILO and is available at: www.dhssir.cty.dhs.state.mn.us/PRISM.
- 2. Appointment of Cooperative Agreement Manager.** Each of the parties shall have a Cooperative Agreement Manager. The STATE's Cooperative Agreement Manager is the Child Support Division (CSD) Division Director or designee. The COUNTY's Cooperative Agreement Manager is the individual responsible for administration of the Cooperative Agreement as designated by the Governing Board of the COUNTY.
- 3. COUNTY's Duties and Responsibilities. The COUNTY shall:**
 - 3.1 General Requirements.** Implement and administer the responsibilities specified in this Cooperative Agreement pursuant to the requirements of the IV-D Program. The COUNTY agrees that the functions performed and services provided or purchased by the COUNTY, as specified in this Cooperative Agreement, shall be in accordance with applicable state and federal law, the Minnesota Child Support Procedures Manual (eMILO and SIR MILO), DHS and the federal Office of Child Support Enforcement (OCSE) published material and correspondence, county messages, state and federally approved corrective action plans, and fiscal audits as applicable. Unless otherwise stated, on-line manuals take precedence over paper manuals.
 - 3.1.1 Policy Conflict.** When the STATE either issues new or changed policy or procedures or newly published Court decisions or newly published state or federal law brings existing policy into question, the COUNTY has 90 calendar days from the date issuance of the issuance of the policy or court decision or the date a bill becomes law to make a written objection to the legal risk associated with the policy or direction. Once the written objection is received by the STATE, the STATE shall meet with the COUNTY and any other relevant stakeholders. The stakeholders shall make an attempt to informally resolve the objection. The STATE may agree to reimburse the COUNTY for costs arising from adhering to the state's policy or direction as described in section 11.2.3 without resorting to the procedural requirements of section 11. Within 30 days of meeting with COUNTY, the STATE will issue a determination.

Notwithstanding the procedural requirements of section 11, if an informal resolution is not agreed upon, the COUNTY may utilize the formal dispute resolution procedure identified in Section 11.2.

3.2 Provide Services. Provide all appropriate IV-D Program services. These services include, but are not limited to, case intake and assessment, establishment of paternity, location of absent parents, establishment of enforceable basic support obligations, enforcement of payment of child and spousal support obligations, and establishment and enforcement of medical and child care support obligations.

3.2.1 Provide Customer Service. Provide direct customer service by responding to all inquiries from IV-D participants and the general public, including those inquiries related to centralized child support services. The COUNTY shall respond to participant inquiries and complaints referred from the STATE according to the policies and procedure outlined in section 3.1.

3.3 Hold Harmless. Except as provided in section 3.1.1, each Party is responsible for their own acts or omissions while performing the services described in this Cooperative Agreement.

3.4 Cooperative Arrangements. Establish and maintain written Cooperative Arrangements between the COUNTY and other county officials who have a statutory obligation pursuant to 45 Code of Federal Regulations, section 302.34 to cooperate with the STATE and COUNTY as necessary to provide services required under the IV-D Program in compliance with this Cooperative Agreement.

Counties, County Attorneys, and Sheriffs must use the standard Cooperative Arrangement, attached as Attachment A to ensure statewide uniformity and meet minimum federal requirements in accordance with 45 Code of Federal Regulations, section 303.107. Administrative reimbursement is available for services provided under a cooperative arrangement for the calendar quarter during which the arrangement is signed and for subsequent calendar quarters covered by the arrangement. If no signed Cooperative Arrangement is in place for a calendar quarter, no federal reimbursement is available for that calendar quarter.

Submit copies of the signed Cooperative Arrangements and the three required attachments to the CSD Division Director. COUNTY shall provide a signed Copy of each Cooperative Arrangement to the CSD Division Director no later than March 31, 2016, in order to claim IV-D FFP reimbursement for cooperative agency expenses incurred during the first quarter of the calendar year.

The CSD Division Director must review the Cooperative Arrangements and notify the COUNTY within 20 business days if the Cooperative Arrangement, on its face, fails to meet the minimum specifications required under CSD policy.

If at any time during the Cooperative Agreement year, the COUNTY enters into Cooperative Arrangements with additional cooperating agencies, the COUNTY must immediately send a copy of the new Cooperative Arrangement and the required attachments to the CSD Division Director.

The COUNTY may not claim IV-D FFP reimbursement for cooperative agency expenses incurred for any calendar quarter when copies of appropriately signed Cooperative Arrangements and required attachments have not been provided to the CSD Division Director by the end of that calendar quarter.

- 3.5 Purchase of Services Agreements.** As necessary, enter into agreements to purchase services to the extent that payment for such services does not exceed the amount reasonable and necessary to assure the quality of such services. The COUNTY must fully document its determination that the amounts are reasonable and necessary in the COUNTY records. The COUNTY must require debarment certification from contractors who do or may receive federal funds, pursuant to the requirements of section 12.3. STATE supervision of purchase of service agreements is limited to those for which federal financial participation (FFP) is available under the IV-D regulations.
- 3.6 Notification of Appeals.** With the County Attorney, notify the CSD Division Director within 7 business 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.
- 3.6.1 Notice of Substantive Adverse Decisions.** The COUNTY shall also report to the CSD Division Director any child support orders or judgments that call into question the constitutionality or enforceability of child support statutes or program instructions.
- 3.7 Internet Access.** Have and maintain access to the Internet for all of the COUNTY caseworkers.
- 3.8 Provide Information.** Provide any information requested for state and federal program reviews and audits.
- 3.9 Information Technology Security.** Provide for information technology security in accordance with the STATE's policies and procedures.
- 3.9.1 COUNTY Security Officer.** Designate an employee as COUNTY Security Officer or Backup COUNTY Officer to be responsible for ensuring compliance with security precautions for state-owned computer equipment, data confidentiality, and user access.
- 3.9.2 Security Manual.** Adhere to the STATE's policies and procedures as provided in, the DHS Data Practices Manual, DHS Information Policy Standards, CSD program instructions, and instructions from the DHS office of Information Security.
- 3.10 Cooperation with Other Agencies.** Agree that the COUNTY, in administering the requirements of the IV-D Program, will cooperate with other Minnesota county, tribal, and state-operated economic support agencies, and other Minnesota state agencies to the extent authorized by state and federal law.
- 3.11 Providing Resources to Improve Support in Minnesota System (PRISM).** Agree to cooperate with the operation of and to use the Providing Resources to Improve Support in Minnesota System or its successor system (both hereinafter referred to as "PRISM") as agreed upon by the STATE and the COUNTY. The COUNTY and STATE shall work together to ensure the efficient and effective operation of automated systems in support of the programs covered by this Cooperative Agreement. Both parties acknowledge a joint responsibility to work cooperatively to identify system deficiencies and operational problems. The STATE acknowledges its responsibility to maintain PRISM in maximum functional status for the benefit of all COUNTY and state

users. The STATE agrees to take all necessary actions to assure the uninterrupted availability of PRISM during normal business hours.

3.11.1 Maintain Automation Equipment. Maintain and not alter or add to any child support automation equipment in the physical location installed by the STATE unless prior approval is given. Any costs incurred by the COUNTY as a result of STATE approved equipment moves shall be reimbursed per the applicable federal financial participation (FFP) rate.

3.11.2 No Alteration of Software. Agree that neither COUNTY nor other COUNTY staff persons working under the Cooperative Arrangement for the COUNTY will alter state provided software or add software programs that will adversely affect child support automation in the COUNTY without the permission of the STATE.

3.11.3 Authorized Access to Automation Equipment. Ensure that all automation equipment connected to the state computer reporting network is not accessible to persons other than those authorized by the COUNTY Security Officer for purposes of program administration and shall specifically limit such access in each Cooperative Arrangement.

3.12 Cost-Sharing Allocation Plan. Reimburse the STATE under an approved cost-sharing allocation plan if automation equipment, software, or services are used for any purpose or program other than child support or program administration.

3.13 COUNTY Budget. Submit the annual budget, in the format prescribed by the STATE in Attachment B, to the CSD Division Director by March 31 of each year. The budget will include the projected expenditures for the COUNTY and the projected child support expenditures for each Cooperating Agency. For Cooperative Agreements signed after the first quarter, the COUNTY will submit the signed Cooperative Agreement and the projected expenditures by the end of the quarter that the Cooperative Agreement is signed.

3.14 Maintain PRISM Financial Records. Be responsible to maintain and update PRISM financial information including the following:

3.14.1 Enter Court Order and Balance Information. Enter court order and account balance information in a timely manner and make appropriate adjusting entries as necessary, to ensure distribution and allocation of payments pursuant to the state statute and federal distribution hierarchy.

3.14.2 Receipt and Disbursement (R&D) Adjustments. Perform adjustments to receipt and disbursement amounts in accordance with the STATE's policies and procedures.

3.15 Failure to Maintain PRISM Financial Records. Be responsible for court-ordered reimbursement to case participants when the reimbursement is caused by the failure of the COUNTY to maintain proper PRISM financial records.

3.16 Reimbursement for Failure to Follow Policy and Instructions. Be responsible for reimbursement to case participants when the reimbursement is caused by the failure of the COUNTY to follow state and federal laws, Department of Human Services written

policy directives, program instructions, or published IV-D directives that are appropriately and timely communicated to the COUNTY by the STATE or in the case of worker error. In the event of a dispute, the COUNTY may follow the procedures under Section 11.

3.17 Collections, Receipts, and Disbursements. Pursuant to program instructions, (1) redirect all child support payments to the CSPC; and (2) forward any child support or other support related payments received by the COUNTY to the CSPC for receipting into PRISM within 24 hours.

3.18 Records Maintenance. Maintain such records, case files, reports, evaluations, or other documents that the STATE specifies as needed by the STATE for monitoring and auditing. Maintenance of such records, irrespective of the reporting requirements, is subject to DHS records retention schedules or directives allowing destruction of records. The COUNTY shall furnish such reports and documents to the STATE in the format and according to the schedules, as the STATE requires. The COUNTY must ensure that these reports comply with STATE reporting instructions. The STATE shall evaluate and monitor compliance with reporting instructions.

3.19 Confidentiality of Records. Comply with the terms of the Information Privacy and Security Agreement that has been separately executed by the parties, and with any successor agreements thereto, and with all applicable federal and state laws governing the privacy and security of personally identifiable information about a participants and others (PII). PII includes but is not limited to an individual's name, address, federal tax information, social security number, and other private data, whether maintained on PRISM or elsewhere by the COUNTY. The COUNTY shall maintain appropriate administrative safeguards to ensure all such information is adequately protected against improper access, use, and disclosure by its employees and subcontractors, and shall ensure that its employees and subcontractors receive training regarding the requirements of applicable laws, including but not limited to the Minnesota Government Data Practices Act (MGDPA).

3.19.1 Cooperating Agencies and Compliance with Regulations. Ensure that Cooperating Agencies have available all information necessary to perform under the Cooperative Arrangement. The COUNTY will include in the Cooperative Arrangement language that addresses compliance with state and federal privacy and confidentiality laws and regulations. This language shall specify that the cooperating COUNTY will be responsible for safeguarding the confidentiality of said information and using said information exclusively for the purposes allowed by the federal and state law and regulations governing the operation of the IV-D Program. The COUNTY and/or COUNTY security staff have the responsibility to ensure that requested access to PRISM meets the requirement of the access being for the purposes of administration of the IV-D Program. Any request that does not meet that requirement must be denied at the local level. All requests for PRISM access must be approved by the appropriate County Security Officer before state security staff will process the request.

3.19.2 Others Requesting PRISM Information or Access for the Purpose of the Administration of the Child Support Program. In the event that other individuals or other county programs request information from or access to the PRISM system through the COUNTY, the COUNTY shall recommend and grant access only for the purposes allowed by the federal and state law and regulations governing the operation

of the IV-D Program. The COUNTY will submit appropriate signed data sharing agreements or individual confidentiality agreements as defined by the STATE prior to the STATE granting such access. The agreements will address compliance with relevant state and federal privacy and confidentiality laws and regulations specifying that any individual granted access will be responsible for safeguarding the confidentiality of said information and using said information exclusively for the purpose of the IV-D Program. COUNTY and/or COUNTY security staff will have the responsibility to ensure that requested information from or access to PRISM meets the requirement of the access being for the purposes of administration of the Child Support Program. Any request that does not meet that requirement must be denied at the local level. The appropriate COUNTY Security Officer or backup security officer must approve all requests for PRISM access or PRISM information before STATE security staff will process the request. The COUNTY is responsible for ensuring that the third party complies with all data privacy laws and regulations. This provision does not prevent COUNTY from sharing information with case participants, courts, and authorized third parties pursuant to Minnesota Statutes Chapters 256; 257; 518A; 518C; 571; and section 13.46.

3.19.3 Other Parties Requesting Access to PRISM or PRISM Information. Access by third parties to information maintained by the PRISM system for reasons other than the purposes allowed by the federal and state law and regulations governing the operation of the IV-D program shall be referred to the STATE. If the STATE releases county-specific data, the STATE will notify the COUNTY that is the subject of the request.

3.19.4 Not a “Business Associate Agreement.” This Agreement does not create a “business associate” relationship or constitute a “business associate agreement” as defined in the Health Insurance Portability and Accountability Act (HIPAA).

3.20 Federal Parent Locator Service Agree to comply with Federal and State privacy laws and regulations and the applicable provisions of the HHS-OCIO Policy for Information Systems Security and Privacy (IS2P) and the Automated Systems for Child Support Enforcement: A Guide for States (Federal Certification Guide). Agree to the required Federal Parent Locator Service (FPLS) cooperative agreement language for ensuring the confidentiality of FPLS, stated below.

The STATE is responsible for the issuance of User Documentation to COUNTY, which communicates the detailed requirements for the confidentiality of FPLS information.

The COUNTY agrees to comply with and assume responsibility for compliance by his or her employees with the following requirements:

- (1) The COUNTY agrees to submit requests to the FPLS solely to locate a parent for the purpose of establishing paternity, securing child support, or when applicable, to locate a parent in a paternal kidnapping case, establish or enforce a child custody or visitation order, and for other purposes specified in federal law and regulations.
- (2) The COUNTY shall educate all authorized personnel that access FPLS information on the confidentiality and security requirements of FPLS information, the safeguards required to protect FPLS information and child support program information, and the penalties for non-compliance.

- (3) The COUNTY shall restrict access to FPLS to authorized personnel who need the FPLS information to perform their official duties. The COUNTY must maintain a list of employees and subcontractors with authorized access.
- (4) The COUNTY agrees to label all reports containing FPLS and to store all material containing FPLS in a locked container when the material is not in use.
- (5) The COUNTY agrees to immediately report any incident involving unauthorized access to or disclosure of FPLS information to the STATE.

3.21 IRS Language for General Service. Agree to comply with all Internal Revenue Service (IRS) procedures and safeguards (26 United States Code, sections 6103 and 7213). Agree to the required IRS cooperative agreement language for ensuring the confidentiality of IRS information in sections 3.19.1 through 3.19.3, stated below.

The STATE is responsible for the issuance of User Documentation to the COUNTY, which communicates the detailed requirements for the confidentiality of IRS information.

3.21.1 Performance. In performance of this Cooperative Agreement, the COUNTY agrees to comply with and assume responsibility for compliance by its employees with the following requirements:

- (1) All work is under the supervision of the COUNTY or the COUNTY's employees.
- (2) Any return or return information provided or made available by the IRS must be used only for carrying out the provisions of this Cooperative Agreement. The COUNTY must treat information contained in material provided by the IRS as confidential and not divulge or make it known in any manner to any person except as may be necessary in the performance of this Cooperative Agreement. Disclosure to anyone other than an officer or employee of the COUNTY is prohibited.
- (3) All returns and return information provided by the IRS must be accounted for upon receipt, and properly stored before, during, and after processing. In addition, all related output are given the same level of protection as required for the source material.
- (4) The COUNTY certifies that the IRS data processed during the performance of this Cooperative Agreement will be completely purged from all data storage components of its computer facility, and that the COUNTY retains no output is retained at the time the work is completed. If immediate purging of all data storage components is not possible, the COUNTY certifies that it safeguards any IRS data remaining in any storage component to prevent unauthorized disclosures.
- (5) The COUNTY must give the STATE or its designee any spoilage or any intermediate hard copy printout that may result during the processing of IRS data. When this is not possible, the COUNTY is responsible for the destruction of the spoilage or any intermediate hard copy printouts, and must provide the STATE or its designee with a statement containing the date of destruction, description of material destroyed, and the method used.

- (6) All computer systems processing, storing, or transmitting Federal tax information provided by the IRS must meet the requirements defined in IRS Publication 1075. To meet functional and assurance requirements, the security features of the environment must provide for the managerial, operational, and technical controls. All security features must be available and activated to protect against unauthorized use of and access to Federal tax information.
- (7) The COUNTY shall not subcontract work involving Federal tax information furnished under this Cooperative Agreement without prior written notice to the IRS, pursuant to IRS Publication 1075, Section 11.3. Granting a contractor access to FTI must be preceded by certifying that each individual understands the agency's security policy and procedures for safeguarding IRS information. Contractors must maintain their authorization to access FTI through annual recertification. The initial certification and recertification must be documented and placed in the agency's files for review. As part of the certification and at least annually afterwards, contractors should be advised of the provisions of IRC Sections 7431, 7213, and 7213A (see Exhibit 6, IRC Sec. 7431 Civil Damages for Unauthorized Disclosure of Returns and Return Information and Exhibit 5, IRC Sec. 7213 Unauthorized Disclosure of Information). The training provided before the initial certification and annually thereafter must also cover the incident response policy and procedure for reporting unauthorized disclosures and data breaches. For both the initial certification and the annual certification, the contractor should sign, either with ink or electronic signature, a confidentiality statement certifying their understanding of the security requirements.
- (8) The COUNTY must maintain a list of employees and subcontractors with authorized access. The COUNTY must provide such list to the STATE and, upon request, to the IRS reviewing office.
- (9) The STATE has the right to void the Cooperative Agreement if the COUNTY fails to provide the safeguards described above.

3.21.2 Criminal/Civil Sanctions:

- (1) Each officer or employee of any person to whom returns or return information is or may be disclosed will be notified in writing by such person that returns or return information disclosed to such officer or employee can be used only for a purpose and to the extent authorized herein, and that further disclosure of any such returns or return information for a purpose or to an extent unauthorized herein constitutes a felony punishable upon conviction by a fine of as much as \$5,000 or imprisonment for as long as 5 years, or both, together with the costs of prosecution. Such person shall also notify each such officer and employee that any such unauthorized further disclosure of returns or return information may also result in an award of civil damages against the officer or employee in an amount not less than \$1,000 with respect to each instance of unauthorized disclosure. These penalties are prescribed by IRCs 7213 and 7431 and set forth at 26 CFR 301.6103(n)-1.
- (2) Each officer or employee of any person to whom returns or return information is or may be disclosed shall be notified in writing by such person that any return or return information made available in any format shall be used only for the purpose of carrying out the provisions of this Cooperative Agreement. Information contained

in such material shall be treated as confidential and shall not be divulged or made known in any manner to any person except as may be necessary in the performance of the Cooperative Agreement. Inspection by or disclosure to anyone without an official need to know constitutes a criminal misdemeanor punishable upon conviction by a fine of as much as \$1,000 or imprisonment for as long as 1 year, or both, together with the costs of prosecution. Such person shall also notify each such officer and employee that any such unauthorized inspection or disclosure of returns or return information may also result in an award of civil damages against the officer or employee in an amount equal to the sum of the greater of \$1,000 for each act of unauthorized inspection or disclosure with respect to which such defendant is found liable or the sum of the actual damages sustained by the plaintiff as a result of such unauthorized inspection or disclosure plus in the case of a willful inspection or disclosure which is the result of gross negligence, punitive damages, plus the costs of the action. These penalties are prescribed by Internal Revenue Code sections 7213A and 7431.

- (3) Additionally, it is incumbent upon the COUNTY to inform its officers and employees of the penalties for improper disclosure imposed by the Privacy Act of 1974, 5 United States Code section 552a. Specifically, 5 U.S.C. 552a(i)(1), which is made applicable to COUNTY by 5 U.S.C. 552a(m)(1), provides that any officer or employee of a COUNTY, who by virtue of his/her employment or official position, has possession of or access to agency records which contain individually identifiable information, the disclosure of which is prohibited by the Privacy Act or regulations established hereunder, and who knowing that disclosure of the specific material is prohibited, willfully discloses the material in any manner to any person or agency not entitled to receive it, shall be guilty of a misdemeanor and fined not more than \$5,000.
- (4) Granting a contractor access to FTI must be preceded by certifying that each individual understands the agency's security policy and procedures for safeguarding IRS information. Contractors must maintain their authorization to access FTI through annual recertification. The initial certification and recertification must be documented and placed in the agency's files for review. As part of the certification and at least annually afterwards, contractors must be advised of the provisions of IRCs 7431, 7213, and 7213A (see Exhibit 4, Sanctions for Unauthorized Disclosure, and Exhibit 5, Civil Damages for Unauthorized Disclosure). The training provided before the initial certification and annually thereafter must also cover the incident response policy and procedure for reporting unauthorized disclosures and data breaches. (See Section 10) For both the initial certification and the annual certification, the contractor must sign, either with ink or electronic signature, a confidentiality statement certifying their understanding of the security requirements.

3.21.3 Inspection. The IRS and the STATE shall have the right to send its officers and employees into the offices and plants of the COUNTY for inspection of the facilities and operations provided for the performance of any work under this Cooperative Agreement. On the basis of such inspection, specific measures may be required in cases where the COUNTY is found to be noncompliant with Cooperative Agreement safeguards.

3.22 Bonding. In accordance with 45 Code of Federal Regulations, section 302.19, the STATE is required to ensure that every person who has *access to or control over funds* collected under the program, be covered by a bond against loss resulting from employee dishonesty. The COUNTY must bond any employee, who, as a regular part of his or her job, receives, disburses, handles, or has access to support collections. Even though the COUNTY no longer receipts and disburses funds, bonding is required due to the ability to access funds in PRISM through financial adjustments.

The COUNTY must have a minimum bonding amount of \$30,000 per employee. DHS has determined this amount sufficient to cover employee dishonesty. If the COUNTY does not have a bonding policy in place, it may establish a self-bonding system to satisfy the bonding requirements.

The minimum bonding amount does not reduce or limit the ultimate liability of the COUNTY for losses of support collections from the STATE's IV-D program.

DHS will not collect bonding information for individual counties. The COUNTY must maintain all bonding information and is subject to the State Audit.

4. STATE's Duties and Responsibilities. The STATE shall:

4.1 General Requirements. Perform the duties and responsibilities specified in this Cooperative Agreement in accordance with the state and federal statutes, federal regulations, and controlling court cases, in effect during the term of this Cooperative Agreement.

4.2 CSD Memos/Child Support Bulletins. Maintain an index, accessible to county child support staff and county attorneys, listing all the current child support county directives and child support bulletins released during the Cooperative Agreement year that apply to the IV-D Program.

4.3 Program Instructions. Provide notification of new pending program instructions, administrative instructions and IV-D requirements within 30 calendar days of first becoming aware of them.

Develop and maintain programs and administrative instructions for administrative and child support activities relating to the IV-D Program conforming to state and federal statutes, state administrative rules, federal regulations and controlling court cases. Cite applicable state and federal statutes and federal regulations in new program and administrative instructions. The STATE will incorporate such citation in the Child Support User Documentation.

4.3.1 Program Instruction Change. If, after notification of new pending program instructions, the COUNTY reasonably believes that the proposed change will have a significant financial impact on the COUNTY, the COUNTY may request a 30 calendar day comment period. The request for a comment period shall be made in writing within 10 calendar days of the notification of pending program instructions and shall be accompanied by a brief written explanation of the anticipated financial impact on the COUNTY and why the COUNTY believes the impact is significant. The comment period shall be granted if written request is timely made and if the change is not the

result of implementation of state and federal statutes, rules and regulations, court orders or settlement agreements arising from litigation.

The STATE shall consider the fiscal impact on the COUNTY before implementing the change in requirements. It is not the STATE's intent to unilaterally impose any new, unbudgeted programs on the COUNTY.

4.3.2 Reasonable Time Period to Implement. Allow the COUNTY a reasonable time period in which to implement fully program instructions. Program instructions, which are the result of changes in federal or state laws, rules and regulations or court actions, may be implemented by the STATE in accordance with the implementation timeframes of the federal or state laws, rules and regulations or court action.

4.3.3 Extension of Time Period to Implement. Allow the COUNTY to request an extension of the time period for implementing program instructions or requirements, which have a significant impact on the COUNTY and are not mandated by state or federal law or court order. The COUNTY may submit documentation of the hardship imposed, and the STATE may grant a reasonable exception to the implementation requirements.

- 4.4 Monitoring.** Have the discretion to monitor the COUNTY's responsibilities as defined in this Cooperative Agreement, conduct performance reviews, make recommendations concerning the overall administrative efficiency of the program, and require corrective action as applicable.
- 4.5 Comprehensive Training.** Provide comprehensive statewide training for COUNTY personnel including, but not limited to, new worker training, training related to new initiatives and PRISM enhancement, and other continuing training related to the IV-D Program. Training programs and curriculum shall be determined in consultation with the Training County Workgroup. Child Support training materials shall be made available to the COUNTY. Provision of classroom training and onsite training is subject to CSD budget limitations.
- 4.6 Information to the Public.** Provide the public with information on the Child Support Program per the requirements of 45 Code of Federal Regulations, section 302.30.
- 4.7 Standard Cooperative Agreements.** Use the standard Cooperative Agreements that conform to state and federal laws when contracting with counties.
- 4.8 Central Registry.** Provide Central Registry services to counties.
- 4.9 PRISM Maintenance.** Ensure ongoing maintenance of PRISM.
- 4.10 PRISM Enhancement.** Responsible for the modification and enhancement of the PRISM system in order to meet federal program requirements and ensure that the system operates efficiently and in a manner that supports COUNTY program operations and performance improvements. The STATE agrees to continue to take all necessary actions to modify the IV-A to IV-D (MAXIS/PRISM) computer interfaces, implement purging and archiving and fully utilize all funds authorized by the legislature for the modification and enhancement of PRISM.

- 4.11 **Ownership of Software.** Retain all ownership rights in any STATE owned software or modifications thereof and associated documentation designed, developed, or installed as a result of this Cooperative Agreement.
- 4.12 **Tax Intercept.** Certify arrears for tax intercept and other certifiable debts using PRISM account balances as well as receive, distribute, and disburse tax intercept funds centrally through PRISM, and make information available in PRISM and other reports.
- 4.13 **New Hire Reporting.** Ensure employer compliance with the reporting requirements under the Work Reporting System, Minnesota Statutes, section 256.998.
- 4.14 **Provide Direct Program Assistance to COUNTY.** Maintain a Help Desk/Call Center or otherwise maintain a system to provide direct program assistance to the COUNTY, including assistance related to child support policy, PRISM processing, tax refund intercept processing, central receipt and disbursement and other centralized child support processes.
- 4.15 **Delegation of Authority.** Delegate to the County Attorney, as set forth in Minnesota Statutes, section 393.11, subdivision 2, its authority to provide IV-D Program legal services by appearing on behalf of COUNTY in the expedited process, district court, and in appellate court. The STATE agrees to assist the County Attorney in preparation of appeals as appropriate.
- 4.16 **Confidentiality of Records.** Agree to comply with the applicable federal and state laws and STATE regulations concerning confidentiality of participant and PRISM records.

5. Procurement.

- 5.1 **Equipment.** The COUNTY may purchase and install equipment in accordance with the STATE's manuals and procedures and industry best practices. The COUNTY shall be responsible for inventory, maintenance, replacement, and security of all this equipment.

The COUNTY shall keep all STATE owned equipment that is located in the COUNTY in a secure place and compensate the STATE for any theft, damage, or other loss of equipment if the STATE's prescribed security precautions have not been met.

6. Allocations.

- 6.1 **Standards of Performance and Performance Based Allocation.** The STATE shall specify standards of performance and budget an allocation to the COUNTY as its proportionate share of dollars for performance based funding. The STATE shall distribute the available incentive funding under Minnesota Statutes, sections 518A.51 and 256.979, subdivision 11, to counties.
- 6.2 **COUNTY Contribution.** The COUNTY agrees that performance incentives allocated to the COUNTY must be used to supplement and not supplant other funds used to carry out the child support program. The COUNTY agrees to maintain a minimum county contribution from local budget resources. The minimum COUNTY contribution

level for CY 2016-2017 is computed with federal fiscal year 1998 as the base year. Under 45 Code of Federal Regulations, section 305.35, a base amount of spending is determined by subtracting the amount of federal and state incentive funds earned by the COUNTY program for Federal Fiscal Year 1998 from the total amount expended by the county in the program during the same year. The COUNTY must maintain this base amount of county spending in future years. The COUNTY must use incentive payments in addition to, and not in lieu of, the base amount.

If the STATE fails to meet reinvestment minimums, individual counties that fail to maintain the minimum county contribution level will be subject to disallowance of incentive funds in an amount up to the full amount of local funds supplanted, plus the loss of federal matching funds if applicable.

If the STATE's failure to meet minimum reinvestment levels results in a loss of future incentive funds, counties that maintained their minimum county contribution level will not be penalized.

7. **Funding.** The COUNTY agrees that the obligations of the STATE under this Cooperative Agreement are limited by and contingent upon state and federal legislative authorization and budget appropriations. If, during the term of this Cooperative Agreement, the budget appropriations which fund the STATE, the COUNTY, and services under this Cooperative Agreement are not made or are repealed or reduced by actions of the Legislature, Congress, or otherwise, the STATE's and the COUNTY's obligations under this Cooperative Agreement will be reduced or suspended accordingly.
8. **Federal Reimbursement.** The STATE shall reimburse the COUNTY for the functions it performs and services it provides or purchases as set forth in Section 3. Payments by the STATE under this Cooperative Agreement are contingent upon:

(a) substantial compliance by the COUNTY of all responsibilities identified in this Cooperative Agreement, and in accordance with state and federal laws; (b) authorization of Minnesota and federal laws and availability of state and federal funds; and (c) approval of cost allocation plans and of expenditures for non-expendable personal property by state and federal cost allocation units.

The COUNTY must certify that any claim for reimbursement through federal financial participation (FFP) complies with the limits on FFP for IV-D expenditures listed in 45 Code of Federal Regulations, part 304. If the COUNTY has questions about whether or not an expense is eligible for reimbursement, the COUNTY may contact the STATE for guidance.

- 8.1 **County Income Maintenance Claims.** Claims for reimbursement must be submitted electronically pursuant to the requirements of the STATE's cost reporting system. Child Support costs must be reported quarterly on the DHS-2550 Income Maintenance Expense Report and must be submitted via web-based application to the STATE on or before the 20th day of the month following the quarter for which reimbursement is being claimed. If the 20th day of the month falls on a Saturday, the due date for the expenditure report is Friday the 19th; if the 20th is a Sunday, it is due on Monday the 21st.

For all claims submitted timely, the STATE will issue the reimbursement payment by Electronic Fund Transfer. Said reimbursements are subject to reduction and/or

recovery as provided in this Cooperative Agreement. Late expenditure reports will be processed in the following quarterly payment cycle.

Reimbursement payments will be made quarterly. The reimbursement payment for each quarter consists of the current quarter's federal financial participation (FFP) amount plus/minus any adjustments for prior quarters.

8.1.1 County-wide Indirect Claim. The COUNTY must submit cost allocation plans containing methodology and resulting amounts for eligible county-wide indirect expenses incurred in the delivery of the IV-D Program. These plans must be certified by an independent auditing firm and be received by the STATE Financial Operations Division (FOD) by February 15th of each calendar year. Only county-wide indirect costs that comply with the limitations of 45 Code of Regulations, part 304, and other federal and state limitations on indirect cost are eligible expenses.

One-fourth of the annual Child Support amount from the cost allocation plan will be the eligible county-wide indirect expense amount to be reimbursed each quarter. The reimbursement payment for each quarter will consist of the current quarter's federal financial participation (FFP) amount plus/minus any adjustments for prior quarters.

8.2 Adjusted Reimbursement Claims. The COUNTY may submit adjustments to prior quarter DHS-2550 expenditure reports up to one year from the original quarter ending date. Child Support reimbursements resulting from expenditure adjustments for prior quarters will be paid as part of the normal quarterly payment process.

8.3 Non-Compliance. The STATE may withhold or withdraw funds from the COUNTY when it is in non-compliance with this Cooperative Agreement or IV-D Program Requirements subject to the terms of this Cooperative Agreement. The STATE may withhold or withdraw funds if the STATE determines that the activities performed by the COUNTY do not meet state or federal statutes and requirements, following an opportunity for corrective actions as described in Section 8.3.1 (Compliance Review).

If there is a delay or failure to perform when such delay or failure is due to an uncontrollable circumstance that was unforeseen, the County shall be excused from timely performance as a result of the uncontrollable circumstance. Uncontrollable circumstances shall include fire, flood, epidemic, wars, acts of God, unusually severe weather, or actions of public authorities that cause an inability to perform work. The County shall communicate the uncontrollable circumstance to the State as quickly as practical.

The County will begin performance as soon as the consequences of the uncontrollable circumstance are remedied to such an extent that the County is able to begin performance.

8.3.1 Compliance Review. The STATE will notify the COUNTY of items that require corrective action and the need for the COUNTY to develop and submit a Corrective Action Plan. The COUNTY must submit its response within 10 calendar days of the date of the notice under this section, unless the STATE approves an extension. A failure by the COUNTY to implement fully a STATE-approved Corrective Action Plan shall result in a payment reduction to be determined by the STATE.

8.3.2 Advance Notice. The STATE shall provide 30 calendar days advance notice to the COUNTY when it intends to withhold or withdraw a payment pursuant to Section 8.3.1 (Non-Compliance). The STATE will schedule a conference to resolve the issue that gave rise to the notice before the imposition of the withholding or withdrawal. After the conference, if there is an impasse, the COUNTY may appeal the STATE's decision as provided by Section 11 of this Cooperative Agreement.

8.4 Disallowances. The STATE shall recover from the COUNTY any state or federal fiscal disallowances or sanctions attributable to actions of the COUNTY, Cooperating Agencies, or the COUNTY's subcontractors. If federal fiscal disallowances or sanctions are based on either a statewide sample or a categorical disallowance imposed across the State, the STATE shall recover the proportional share of the disallowance or sanction from the COUNTY.

8.5 Conditions of Payment. All services and reporting provided by the COUNTY pursuant to this Cooperative Agreement shall be performed to the satisfaction of the STATE, as determined in the sole discretion of its authorized agent, and in accord with all applicable federal, state and local laws, rules and regulations. The STATE reserves the right to suspend, reduce, or terminate the distribution of child support funds to the COUNTY for services or reporting provided pursuant to Section 8.1 of this Cooperative Agreement found by the STATE to be unsatisfactory or in violation of federal or state laws and regulations.

8.6 Payment recoupment. The COUNTY must reimburse the STATE upon demand or the STATE may deduct from future payments made pursuant to the contract, any amounts paid by the STATE under this Cooperative Agreement, for which required reports have not been received, or for which the COUNTY's books, records or other documents are not sufficient to clearly substantiate that those amounts were used by the COUNTY to perform the services described in this Cooperative Agreement.

9. Program Operation: Records, Reporting, Monitoring, and Security.

9.1 Record Keeping Requirements. At least 45 calendar days prior to the effective date of any STATE reporting or record keeping requirement issued after the beginning of the Cooperative Agreement period, the STATE shall provide the COUNTY with written notice of such a proposed reporting or record keeping requirement and allow the COUNTY an opportunity to review and comment on such a requirement. Reporting and record keeping requirements which are the result of changes in federal or state laws, rules and regulations or any court actions may be implemented by the STATE without strict compliance with the above-stated notice and comment requirements. However, the STATE shall make every reasonable effort to solicit comments from the COUNTY prior to implementing such record keeping and reporting requirements.

9.2 Records Maintenance. The COUNTY shall maintain such case files, fiscal records, financial statements, and necessary evidences of accounting procedures and practices sufficient to document the funding received and disbursements made under this Cooperative Agreement.

The COUNTY shall maintain such records, reports, evaluations, or other documents that the STATE specifies are needed monitoring and auditing. Maintenance of such records, irrespective of the reporting requirements, is subject to manual provisions

allowing destruction of records. The COUNTY shall furnish such reports and documents to the STATE in the format and according to the schedules, as the STATE requires. These reports must comply with STATE reporting instructions. The STATE shall evaluate and monitor compliance with reporting instructions.

- 9.3 Records Availability.** All records maintained by the COUNTY pursuant to this Cooperative Agreement shall be available to the STATE on request and with adequate notice for inspection, examination, or audit. Except when the STATE determines that unusual circumstances exist, the STATE will give the COUNTY at least five business days written notice unless the COUNTY consents to a shorter timeframe. The STATE shall monitor its request for reports and evaluations to eliminate present and prevent future duplicate requests being sent to the COUNTY.
- 9.4 Federal or State Authority to Review Documents.** Notwithstanding the above, nothing in this Cooperative Agreement shall be construed to limit, modify or extinguish any federal or state legal authority to inspect, audit or have access to any records, financial statements or other reports maintained by the COUNTY or to modify or limit the COUNTY's legal obligation to maintain any record or report required by state or federal statutes, rules or regulations.
- 9.5 Records Security and Access.** Access to and confidentiality of all records and reports shall be maintained in compliance with the applicable federal and state laws, including Minnesota Statutes, Chapter 13. Each party is responsible for compliance with state and federal data privacy laws and agreements.

10. Annual Audit.

- 10.1 Compliance with Single Audit Act.** All sub-recipients receiving \$500,000 or more of federal assistance in a fiscal year will obtain a financial and compliance audit made in accordance with the Single Audit Act, Office of Budget and Management (OMB) Circular A-133. The COUNTY certifies it will comply with the Single Audit Act, OMB Circular A-133, if applicable. Failure to comply with these requirements could result in forfeiture of federal funds.
- 10.2 State Audits.** Under Minnesota Statutes, section 16C.05, subdivision 5, the books, records, documents, and accounting procedures and practices of the COUNTY and its employees, agents, or subcontractors relevant to this contract will be made available and subject to examination by the STATE, including the contracting Agency/Division, Legislative Auditor, and State Auditor for a minimum of six years from the end of this contract.
- 10.3 Audit Disallowance.**
- 10.3.1 The COUNTY's Liability.** The COUNTY shall be liable for the entire amount of the audit adjustment attributed directly to the COUNTY. If the state receives a federal audit adjustment based on a state-wide random sample, the actual amount of a disallowance against the COUNTY shall be determined pursuant to Minnesota Statutes, section 256.01, subdivision 2 (r).
- 10.3.2 Fiscal Sanction.** No fiscal sanction shall be taken against the COUNTY unless it is based upon a specific law, regulation, rule, administrative instruction, or

program instruction that was: (a) effective during the time period which is being audited, and (b) communicated to the COUNTY head or designee in writing by the STATE or the federal government prior to the time period audited. No state audit adjustment for failure to meet the requirements of Section 3.1 and 3.2 shall be imposed for 60 calendar days after the date the COUNTY receives written notice of the requirement. The STATE may extend the 60-day hold-harmless period upon COUNTY's proof of hardship. The 60 day hold-harmless period is not required if the State has been assessed a federal fiscal penalty because federal law and regulations or court order mandated the requirement and held the State to a more restrictive time period, or the requirement is the result of state law and administrative or court order that imposes a more restrictive time period and the imposition of a state fiscal penalty. These conditions in no way negate the COUNTY's responsibility to implement policies and instructions by their effective dates.

10.4 Audit Adjustments

10.4.1 Audit Adjustment Determination. If, pursuant to an audit under Section 10, it is determined that there is an error in the COUNTY's fiscal and service records for this Cooperative Agreement or previous Cooperative Agreements, the STATE will take steps to recover or otherwise adjust the COUNTY's reimbursement under the Cooperative Agreement. The STATE shall limit the increase or decrease to the audited error and shall confer with the COUNTY before increasing or decreasing the monthly payment for this Cooperative Agreement. The parties may negotiate the timing and amount of the adjustment at the COUNTY's request.

10.4.2 Payment Adjustments. The parties shall attempt to negotiate the timing and payment schedule of any adjustments under this Section. The STATE may adjust subsequent claims for reimbursement by any audit exception or non-compliance exception up to the amount of the exception.

11. Administrative Review. The COUNTY shall be entitled to an administrative review if both of the following occur:

1. The STATE and the COUNTY disagree about the interpretation of any provision of this Cooperative Agreement; and
2. The disagreement concerns: (a) reconciliation of claims and reimbursements (review is through STATE conference); or (b) any financial audit of the COUNTY as described in this Cooperative Agreement (review is through the audit resolution policy); or (c) any compliance review of the County as described in section 8.3; or, (d) any federal audit of the COUNTY or the STATE.

11.1 Review Process. The COUNTY's method of resolving any dispute or controversy arising out of or relating to this Cooperative Agreement shall be the complaint process provided in this subsection. The COUNTY may address a written complaint to the CSD Division Director at the Minnesota Department of Human Services at the following address: CSD Division Director, 444 Lafayette Road North, St. Paul, MN 55155. The CSD Division Director shall respond in writing within ten business days. Time periods may be extended by agreement of the STATE and the COUNTY. If the COUNTY is not satisfied with the response, the COUNTY may request a review of the decision using the process in Section 11.2.

11.2 Administrative Appeal. If the STATE and the COUNTY disagree about the interpretation of any provision of this Cooperative Agreement and a substantial interest of the COUNTY is at risk by an action of the STATE, and the dispute is not resolved in the complaint process described above or in the process described in Section 3.1.1, the COUNTY may then submit the dispute to DHS Division of Contracts, Procurement, and Legal Compliance for administrative appeal.

11.2.1 Notice of Demand for Appeal. Notice of a request for an administrative appeal, along with the written appeal and all supporting documentation must be submitted to the Administrative Law Attorney (ALA) at DHS Division of Contracts, Procurement and Legal Compliance, P.O. Box 64941, 444 Lafayette Road, St. Paul, MN. 55164 within 30 calendar days of the response from the CSD Division Director pursuant to Section 11.1.

11.2.2 Process. The Administrative Law Attorney shall within seven (7) business days forward to the CSD Division Director a copy of the request for appeal and all supporting documentation provided by the COUNTY. The CSD Division Director shall submit a written response within fourteen (14) business days, along with all supporting documentation to the ALA. A copy of the response and all supporting materials must be sent to the COUNTY. The ALA shall make a determination on the basis of the written submissions, statutes and case law if applicable. The ALA shall then recommend to the Commissioner a course of action in the appeal. The Commissioner or designee shall issue an order affirming, reversing, or modifying the action or decision of the STATE. This order is binding upon the COUNTY and the STATE unless an appeal is filed with the district court within 30 calendar days of the Commissioner's order.

11.2.3 Policy Disputes; Limited Reimbursement Guarantee. If the Administrative Law Attorney finds the following conditions exist:

- 1) The policy or decision has state-wide impact;
- 2) The COUNTY has identified a significant issue that poses a significant risk to the COUNTY; and
- 3) The COUNTY agrees to implement the policy or decision if the STATE reduces the risk to the COUNTY;

Then the Administrative law Attorney may make a recommendation to the Commissioner of DHS to direct the reimbursement of direct COUNTY costs, as described below, reasonably related to the legal risk assumed by the COUNTY for complying with the policy or direction.

Direct costs include civil damages, within tort liability limits, the costs of defense in civil litigation, the costs of appeal from district court in family, civil, and criminal cases.

12. General Provisions.

12.1 Non-Discrimination. The COUNTY agrees not to discriminate against any employee or applicant for employment because of race, color, creed, religion, national origin, sex, marital status, status in regard to public assistance, membership or activity in a local commission, disability, sexual orientation, or age in regard to any position for which the

employee or applicant for employment is qualified pursuant to Minnesota Statutes, section 363A.02. COUNTY agrees to take affirmative steps to employ, advance in employment, upgrade, train, and recruit minority persons, women, and persons with disabilities.

The COUNTY must not discriminate against any employee or applicant for employment because of physical or mental disability in regard to any position for which the employee or applicant for employment is qualified. The COUNTY agrees to take affirmative action to employ, advance in employment, and otherwise treat qualified disabled persons without discrimination based upon their physical or mental disability in all employment practices such as the following: employment, upgrading, demotion or transfer, recruitment, advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship, pursuant to Minnesota Rule 5000.3550.

The COUNTY agrees to comply with the rules and relevant orders of the Minnesota Department of Human Rights issued pursuant to the Minnesota Human Rights Act.

12.1.1 Notification to employees and other affected parties. The COUNTY agrees to post in conspicuous places, available to employees and applicants for employment, notices in a form to be prescribed by the Commissioner of the Minnesota Department of Human Rights. Such notices will state the rights of applicants and employees, and COUNTY'S obligation under the law to take affirmative action to employ and advance in employment qualified minority persons, women, and persons with disabilities.

The COUNTY will notify each labor union or representative of workers with which it has a collective bargaining agreement or other contract understanding, that the COUNTY is bound by the terms of Minnesota Statutes, section 363A.36 of the Minnesota Human Rights Act and is committed to take affirmative action to employ and advance in employment minority persons, women, and persons with physical and mental disabilities.

12.1.2 Compliance with Department of Human Rights Statutes. In the event of the COUNTY'S noncompliance with the provisions of this clause, actions for noncompliance may be taken in accordance with Minnesota Statutes, section 363A.36, and the rules and relevant orders issued pursuant to the Minnesota Human Rights Act.

12.2 Lobbying Certification. In conformance with federal law, the authorized COUNTY representative must review, sign and return with this Cooperative Agreement either the Certificate Regarding Lobbying form (Attachment C) or the Disclosure of Lobbying Activities (Attachment D).

12.3 Debarment Certification. Debarment by State or Federal Government, or any State or Federal Departments, Commissions, Agencies or Political Subdivisions.

Pursuant to 45 Code of Federal Regulations, section 92.35 and Minnesota Statutes, section 161.315, COUNTY certifies that 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 State or Federal department or agency.

The COUNTY or any subcontractor must provide immediate written notice to the STATE if at any time the COUNTY or subcontractor learns that its certification was erroneous when submitted or had become erroneous by reason of changed circumstances.

12.3.1 Subcontractor Debarment. Pursuant to title 45 Code of Federal Regulations, section 92.35, and Minnesota Statutes, section 161.315, the COUNTY must require certifications from its subcontractors that none of its subcontractors is presently debarred or suspended by the State or Federal Government, or any State or Federal Departments, commissions, agencies, or political subdivisions. The COUNTY'S agreement to certify all appropriate subcontractors is a material representation upon which the STATE relies in entering into this Cooperative Agreement. The COUNTY shall provide immediate written notice to the STATE if at any time it learns that any disbarment certification was erroneous when submitted or becomes erroneous by reason of changed circumstances.

The COUNTY must use the appropriate certification regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion in any subcontract, including the Cooperative Arrangement, in which federal money will be or may potentially be used.

Approved Certifications regarding disbarment are Attachment E.

12.4 Prohibition on Weapons. The COUNTY agrees to comply with all terms of the Department of Human Services' policy prohibiting carrying or possessing weapons wherever and whenever the COUNTY is performing services within the scope of this Cooperative Agreement. This policy, which is located at the business location of the STATE and is available to the COUNTY upon request, is incorporated by reference into this contract. Any violations of this policy by the COUNTY or its employees may be grounds for immediate suspension or termination of the Cooperative Agreement.

Unless otherwise directed by judicial district chief justice order, the DHS weapons provision does not apply to county attorneys and assistant county attorneys who are permitted to carry firearms in accordance with Minnesota Statutes, section 388.051, subdivision 4 which states: *"Firearms exemption. Notwithstanding section 626.84, subdivision 2, a county attorney, or an assistant county attorney appointed under section 388.10, who lawfully possesses a permit to carry a pistol issued in accordance with section 624.714 may possess and carry a firearm while on duty, unless restricted by the county attorney."*

The DHS weapons provision does not apply to peace officers, as defined by Minn. Statutes, section 626.84, carrying or possessing weapons within the scope of their employment.

12.5 Provisions of Services and Programs.

12.5.1 Funding Limitations. Except as provided in state and federal statutes, the COUNTY shall perform the functions and provide the services within the limits of State and COUNTY appropriations used to match State and federal funds.

12.5.2 COUNTY Funding. Nothing in this Cooperative Agreement shall be construed to require the expenditure of COUNTY funds, except as specifically provided herein and authorized by the Governing Board of the COUNTY.

12.5.3 Lawful Power and Duties. Nothing contained in this Cooperative Agreement shall be construed to supersede the lawful power or duties of the COUNTY. The COUNTY shall carry out its responsibilities under the sections of this Cooperative Agreement through its appropriate COUNTY departments.

12.6 Data Disclosure. Under Minnesota Statutes, section 270C.65, subdivision 3, and other applicable law, the COUNTY consents to disclosure of its social security number, federal employer tax identification number, and/or Minnesota tax identification number, to the STATE, to federal and state agencies and state personnel involved in the approval and payment of state obligations. These identification numbers may be used in the enforcement of federal and state laws which could result in action requiring the COUNTY to file state tax returns, pay delinquent state tax liabilities, if any, or pay other state liabilities. The STATE will not approve this Cooperative Agreement unless these numbers are provided.

12.7 Liability. To the extent provided for in Minnesota Statutes, sections 466.01 to 466.15, the COUNTY agrees to be responsible for any and all claims or causes of action arising from the performance of this Cooperative Agreement by the COUNTY or COUNTY agents and/or employees. This clause shall not be construed to bar any legal remedies the COUNTY may have for the STATE'S failure to fulfill its obligations pursuant to this Cooperative Agreement.

12.8 Voter Registration Requirement. The COUNTY certifies that it will comply with Minnesota Statutes, section 201.162 by providing voter registration services for COUNTY employees and for the public served by the COUNTY.

12.9 Conditions on the Parties' Obligations. This Cooperative Agreement is contingent upon authorization of Minnesota and United States laws and any material amendment or repeal of same affecting relevant funding to, or authority of, the STATE shall serve to terminate this agreement except as further agreed by the parties hereto.

12.10 Governing Law, Jurisdiction and Venue. Minnesota law, without regard to its choice of law provisions, governs this Cooperative Agreement, attachments, and amendments and supplements thereto. Venue for all legal proceedings arising out of this contract, or breach thereof, will be in the state or federal court with competent jurisdiction in Ramsey County, Minnesota.

12.11 Severability. If any provision of this Cooperative Agreement is held unenforceable, then such provision will be modified to reflect the parties' intention. All remaining provisions of this Cooperative Agreement shall remain in full force and effect.

12.12 Assignment, Amendments, Waiver, and Cooperative Agreement Complete.

12.12.1 Assignment. The COUNTY may neither assign nor transfer any rights or obligations under this Cooperative Agreement without the prior consent of the STATE and a fully executed Assignment Agreement, approved by the same parties who executed and approved this Cooperative Agreement, or their successors in office.

12.12.2 Amendments. Any amendment to this Cooperative Agreement 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 Agreement, or their successors in office.

12.12.3 Waiver. If the STATE fails to enforce any provision of this Cooperative Agreement, that failure does not waive the provision or STATE'S right to enforce it.

12.12.4 Cooperative Agreement Complete. This Cooperative Agreement contains all negotiations and agreements between the STATE and the COUNTY. No other understanding regarding this Cooperative Agreement, whether written or oral, may be used to bind either party.

12.12.5 Effective Date. The effective date of this Cooperative Agreement for the payment of federal funds is first date of the quarter in which the STATE and the COUNTY obtain all required signatures under Minn. Stat. §16C.05, subd. 2.

IN WITNESS WHEREOF, the STATE and the COUNTY have executed this Agreement as of the day and year first above written.

Signature
COUNTY Executive, Board Chairperson, or Designee
Authorization attached if designee

Date

Signature
Child Support Division
Department of Human Services

Date

NOTE: A COUNTY Board resolution must be attached authorizing and naming a designee if the Executive or Chairperson of the COUNTY does not sign the Cooperative Agreement.

ATTACHMENT B
BUDGET WORKSHEET

IV-D PROGRAM BUDGET					
COUNTY:					
CY: 20					
I. PERSONNEL					
	ITEM	DESCRIPTION	ANNUAL BUDGET SALARY & FRINGE	FULL-TIME EQUIVALENT	IV-D ALLOWABLE COSTS
a.	SALARY & FRINGE				
			SALARY & FRINGE TOTAL		
II. SERVICES AND CHARGES					
	ITEM	COOPERATING AGENCY / DESCRIPTION	ANNUAL BUDGET	IV-D PERCENTAGE	IV-D ALLOWABLE COSTS
a.	COOPERATIVE ARRANGEMENT-COUNTY ATTORNEY	COUNTY ATTORNEY / ATTORNEY			
b.	COOPERATIVE ARRANGEMENT-COUNTY SHERIFF	COUNTY SHERIFF / SHERIFF			
c.	PATERNITY EXPENDITURES				
d.	OTHER ELIGIBLE SERVICES AND CHARGES				
			SERVICES AND CHARGES TOTAL		
III. DIRECT COSTS					
	ITEM	DESCRIPTION	ANNUAL BUDGET	IV-D PERCENTAGE	IV-D ALLOWABLE COSTS
a.	SUPPLIES & MATERIALS				
b.	CAPITAL OUTLAY				
c.	OTHER EXPENDITURES				
			DIRECT COSTS TOTAL		
IV. INDIRECT COSTS					
	ITEM	DESCRIPTION	ANNUAL BUDGET	IV-D PERCENTAGE	IV-D ALLOWABLE COSTS
a.	HUMAN SERVICES ALLOCATION ADMINISTRATION				
b.	HUMAN SERVICES COUNTYwide ADMINISTRATION				
			INDIRECT COSTS TOTAL		
V. IV-D PROGRAM BUDGET TOTAL					
			IV-D ALLOWABLE COSTS TOTAL		

CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

By _____
(Signature of Official Authorized to Sign Application)

Date: _____

For: AITKIN COUNTY HEALTH & HUMAN SERVICES
Name of Provider

CHILD SUPPORT UNIT
Title of Program

DISCLOSURE OF LOBBYING ACTIVITIES

ATTACHMENT D
Approved by OMB
0348-0046
(Reproduced by DCF)

Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352
(See reverse for public burden disclosure.)

<p>1. Type of Federal Action:</p> <p><input type="checkbox"/> a. cooperative agreement <input type="checkbox"/> b. grant <input type="checkbox"/> c. cooperative agreement <input type="checkbox"/> d. loan <input type="checkbox"/> e. loan guarantee <input type="checkbox"/> f. loan insurance</p>	<p>2. Status of Federal Action:</p> <p><input type="checkbox"/> a. bid/offer/application <input type="checkbox"/> b. initial award <input type="checkbox"/> c. post award</p>	<p>3. Report Type:</p> <p><input type="checkbox"/> a. initial filing <input type="checkbox"/> b. material change</p> <p align="center">For Material Change Only:</p> <p align="right">year _____ quarter _____ date of last report _____</p>
<p>4. Name and Address of Reporting Entity:</p> <p><input type="checkbox"/> Prime <input type="checkbox"/> Subawardee Tier _____, if known:</p> <p>Congressional District, if known: _____</p>		<p>5. If Reporting Entity in No. 4 is Subawardee, Enter Name and Address of Prime:</p> <p>Congressional District, if known: _____</p>
<p>6. Federal STATE/Agency:</p>		<p>7. Federal Program Name/Description:</p> <p>CFDA Number, if applicable: _____</p>
<p>8. Federal Action Number, if known:</p>		<p>9. Award Amount, if known:</p> <p>\$ _____</p>
<p>10. a. Name and Address of Lobbying Entity (if individual, last name, first name, MI):</p>		<p>10. b. Individuals Performing Services (including address if different from No. 10a) (last name, first name, MI):</p>
<p>11. Amount of Payment (check all that apply):</p> <p>\$ _____ <input type="checkbox"/> actual <input type="checkbox"/> planned</p>		<p>13. Type of Payment (check all that apply):</p> <p><input type="checkbox"/> a. retainer <input type="checkbox"/> b. one-time fee <input type="checkbox"/> c. commission <input type="checkbox"/> d. contingent fee <input type="checkbox"/> e. deferred <input type="checkbox"/> f. other; specify: _____</p>
<p>12. Form of Payment (check all that apply):</p> <p><input type="checkbox"/> a. cash <input type="checkbox"/> b. in-kind; specify: nature _____ value _____</p>		
<p>14. Brief Description of Services Performed or to be Performed and Date(s) of Service, including officer(s), employee(s), or Member(s) contacted, for Payment indicated in Item 11:</p>		
<p>15. Continuation Sheet(s) SF-LLL-A attached: <input type="checkbox"/> Yes <input type="checkbox"/> No</p>		
<p>16. Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to the Congress semi-annually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.</p>		<p>Signature:</p> <p>_____</p> <p>Print Name:</p> <p>_____</p> <p>Title:</p> <p>_____</p> <p>Tele. No.: _____ Date: _____</p>

DISCLOSURE OF LOBBYING ACTIVITIES
CONTINUATION SHEET

0348-0046
(cont.)

Reporting Entity: _____ Page _____ of _____

INSTRUCTIONS FOR COMPLETION OF SF- LLL, DISCLOSURE OF LOBBYING ACTIVITIES

This disclosure form shall be completed by the reporting entity, whether subawardee or prime Federal recipient, at the initiation or receipt of a covered Federal action, or a material change to a previous filing, pursuant to title 31 U.S.C. section 1352. The filing of a form is required for each payment or agreement to make payment to any lobbying entity for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with a covered Federal action. Use the SF-LLL-A Continuation Sheet for additional information if the space on the form is inadequate. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action.
2. Identify the status of the covered Federal action.
3. Identify the appropriate classification of this report. If this is a follow-up report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.
4. Enter the full name, address, city, state and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be, a prime or subaward recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the 1st tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grants.
5. If the organization filing the report in item 4 checks "Subawardee", then enter the full name, address, city, state and zip code of the prime Federal recipient. Include Congressional District, if known.
6. Enter the name of the Federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.
7. Enter the Federal program name or description for the covered Federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.
8. Enter the most appropriate Federal identifying number available for the Federal action identified in item 1 (e.g., Request for Proposal (RFP) number; Invitation for Bid (IFB) number; grant announcement number; the contract, grant, or loan award number; the application/proposal control number assigned by the Federal agency). Include prefixes, e.g., "RFP-90-001."
9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in item 4 or 5.
10.
 - (a) Enter the full name, address, city, state and zip code of the lobbying entity engaged by the reporting entity identified in item 4 to influence the covered Federal action.
 - (b) Enter the full names of the individual(s) performing services, and include full address if different from 10 (a). Enter Last Name, First Name, and Middle Initial (MI).
11. Enter the amount of compensation paid or reasonable expected to be paid by the reporting entity (item 4) to the lobbying entity (item 10). Indicate whether the payment has been made (actual) or will be made (planned). Check all boxes that apply. If this is a material change report, enter the cumulative amount of payment made or planned to be made.
12. Check the appropriate box(es). Check all boxes that apply. If payment is made through an in-kind contribution, specify the nature and value of the in-kind payment.
13. Check the appropriate box(es). Check all boxes that apply. If other, specify nature.
14. Provide a specific and detailed description of the services that the lobbyist has performed, or will be expected to perform, and the date(s) of any services rendered. Include all preparatory and related activity, not just time spent in actual contact with Federal officials. Identify the Federal official(s) or employee(s) contacted or the officer(s), employee(s), or Member(s) of Congress that were contacted.
15. Check whether or not a SF-LLL-A Continuation Sheet(s) is attached.
16. The certifying official shall sign and date the form, print his/her name, title, and telephone number.

Public reporting burden for this collection of information is estimated to average 30 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington, D.C. 20503.

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 participant (subcontractor) 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 proposal, 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. You may contact the person to which this proposal 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 48 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 5 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 48 C.F.R. 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 proposal, 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 proposal.