



**AITKIN COUNTY HEALTH & HUMAN SERVICES
BOARD MEETING AGENDA
December 19, 2017**

9:05 A.M.

- I. Approval of Health & Human Services Board Agenda**
- II. Review November 28, 2017 Health & Human Service Board Minutes**
- III. Review Bills**
- IV. Cynthia Bennett, Health & Human Services Director**
 - A. Building Updates**
 - B. Looking Ahead: 2018**
- V. Contract/Agreements**
 - A. Ambulance Service contract renewal for the Period Jan 1, 2018 through Dec 31, 2018 between ACH&HS and Meds-1 Ambulance Service, Grand Rapids**
 - B. WIC Agreement renewal for Jan 1, 2018 through Dec 31, 2018, between Bethesda Lutheran Church of Malmo and ACH&HS.**
- VI. Ruth Sundermeyer, Child Support Supervisor**
 - A. State of Minnesota – County Child Support Program Interagency Cooperative Agreement Approval**
- VII. Carli Goble, Accounting Supervisor**
 - A. Financial Reports**
- VIII. Committee Reports from Commissioners**
 - A. H&HS Advisory Committee – Commissioners Westerlund and/or Pratt**
 - 1. Committee Members attending today: Jon Moen and Kristine Layne.**
 - 2. Draft Copy of the December 6, 2017 meeting minutes included in packet.**
 - B. AEOA Committee Update – Commissioner Westerlund**
 - C. NEMOJT Committee Update – Commissioner Niemi**
 - D. CJI (Children’s Justice Initiative) – Commissioner Westerlund**
 - E. Lakes & Pines Update – Commissioner Niemi**

Next Meeting – January 23, 2018



**AITKIN COUNTY HEALTH & HUMAN SERVICES
COUNTY BOARD MEETING MINUTES
November 28, 2017**

Attendance

The Aitkin County Board of Commissioners met this 28th day of November, 2017 at 9:03 a.m. as the Aitkin County Health & Human Services Board, with the following members present: Board Chair J. Mark Wedel, Commissioners Laurie Westerlund, Anne Marcotte, Don Niemi, and Bill Pratt. Others present included: County Administrator Jessica Seibert, Fiscal Supervisor Carli Goble, Public Health Supervisor Erin Melz, Social Services Supervisor-Children's Services Jessi Schultz, Health & Human Services Administrative Assistant Shawn Speed, and Guests: Marlene Abear/H&HS Advisory Committee Member, Roberta Elvecrog/H&HS Advisory Committee Member, and Brielle Bredsten/Aitkin Independent Age.

Agenda

Motion by Commissioner Marcotte, seconded by Commissioner Niemi and carried, all members voting yes to approve the November 28, 2017 Health & Human Services Board agenda.

Commissioner Wedel noted that there would be a presentation by Erin Melz during her talk on the Aitkin, Itasca, and Koochiching Community Health Board.

Minutes

Motion by Commissioner Pratt, seconded by Commissioner Westerlund and carried, all members voting yes to approve the October 24, 2017 Health and Human Services Board minutes.

Bills

Carli Goble, Accounting Technician, presented the bills to the board.

Question from Commissioner Marcotte on the monies we are paying to Anoka and St. Peter. Carli assured the Commissioner that she would get her that information and let the board know the details of those transactions.

Motion by Commissioner Marcotte, seconded by Commissioner Westerlund and carried, all members voting yes to approve the bills.

CHB Update

Erin Melz, Public Health Supervisor, went over her PowerPoint presentation on the formation of Community Health Boards (CHB), their history in the state, and the statutory requirements of the CHB's.

Commissioner Marcotte asked how SCHSAC influences work at the State or Legislative level. Erin explained that there are several programmatical SCHSAC workgroups that are tasked with reviewing grant duties, funding and reporting elements. Additionally, SCHSAC assists with advising the State of successes and challenges at a local level as well as determining areas of legislative concern.

Commissioner Westerlund also commented on how much the SCHSAC committee does as she was our representative in the past.

Erin showed a short video highlighting the work of local Public Health.

Erin went over a CHB 101 Pamphlet that reviewed the 6 areas of Public Health responsibility. and the services or programs they provide to the citizens, communities, and state.

Commissioner Niemi asked about what they have found in relation to Radon in the county and Erin used her own personal experience with it to answer that it is spotty throughout the county and that it is the second leading cause of lung cancer after smoking, so it is a big problem, but it is invisible so no one thinks about it until they actually test for it and find it in their home. Mitigation costs can vary depending on if your basement is finished and the area available to install the system.

Commissioner Wedel asked about how grants are split up and how that is all decided. Erin answered that many have set percentages based on the population of each county when they come to the CHB so the CHB doesn't make the decision on how to split monies. Others are just based on identified county needs or planned activities and the three counties can negotiate together how those dollars are distributed. If there is monies left over after the designated county has used the grant money the CHB can redistribute that to the other two counties to use.

Approval of the AIKCHB Joint Powers Agreement Approval - Motion by Commissioner Westerlund, seconded by Commissioner Marcotte and carried, all members voting yes to approve the AIKCHB Joint Powers Agreement.

Approval of the AIKCHB By-laws Approval - Motion by Commissioner Westerlund, seconded by Commissioner Pratt and carried, all members voting yes to approve the AIKCHB By-laws.

Approval of the AIKCHB Joint Powers Member Appointment - Motion by Commissioner Westerlund to appoint Ihleen Williams, seconded by Commissioner Marcotte and carried, all members voting yes to appoint Ihleen to the AIKCHB .

Approve agreement between ACH&HS and Dr. Donald Hughes, as the Public Health Medical Consultant - Motion by Commissioner Pratt, seconded by Commissioner Niemi and carried, all members voting yes to approve the agreement.

Health & Human Services Director Reports

Legislative Updates – In the Director's absence, Shawn Speed, Health & Human Services Administrative Assistant, reported that the priorities that have been discussed previously are still being pursued at the state level.

Re-Design Committee Update – Shawn Speed, also reported that the lobby area had been painted and that they had picked out a flooring for the area that they hope to get installed soon. Also he noted that they had narrowed down the furniture options and hope to have that picked out in the near future.

Financial Reports

Carli Goble reviewed the financial statement for the board-

- 1) We are on budget overall.
- 2) Foster Care still a high cost.
- 3) Budget may look skewed as they are running checks this week due to the holiday last week.

Committee Reports

H&HS Advisory Committee – Commissioner Westerlund and/or Pratt

- 1) Committee member Marlene Abear and Roberta Elvecrog provided details of their last meeting, held November 1, 2017.
 - a. Was a good meeting, minutes are attached.

NEMOJT Update – Commissioner Niemi

- 1) Opportunity for people to rehabilitate their homes in Wagner and Williams townships and receive a loan for up to \$22,000. People have to agree to live in the home for at least 8

years and loan would be forgiven otherwise the amount due would be prorated. Will be getting word out to people about his opportunity.

ARDC Update – Commissioner Niemi

- 1) Passed out a new ARDC newsletter, first time for newsletter, that concentrated its information on important items the ARDC has helped with in Aitkin County.

The meeting was adjourned at 10:05 a.m.

Next Meeting – December 19, 2017

Aitkin County



SLM1
12/15/17 1:13PM

Audit List for Board COMMISSIONER'S VOUCHERS ENTRIES

Print List in Order By: 4

- 1 - Fund (Page Break by Fund)
- 2 - Department (Totals by Dept)
- 3 - Vendor Number
- 4 - Vendor Name

Explode Dist. Formulas Y

Paid on Behalf Of Name
on Audit List?: N

Type of Audit List: D

- D - Detailed Audit List
- S - Condensed Audit List

Save Report Options?: N

Aitkin County



<u>Vendor</u>	<u>Name</u>	<u>Rpt</u>	<u>Warrant Description</u>	<u>Invoice #</u>	<u>Account/Formula Description</u>
<u>No.</u>	<u>Account/Formula</u>	<u>Accr</u>	<u>Amount</u>	<u>Service Dates</u>	<u>Paid On Bhf #</u> <u>On Behalf of Name</u>
1	6094 AADA 05-430-710-3190-6020		180.00	Supervised visitation - Court- 11/23/2017 11/28/2017	0 Court Related Services & Activities
3	05-430-710-3190-6020		135.00	Supervised visitation - Court- 11/30/2017 11/30/2017	0 Court Related Services & Activities
2	05-430-710-3640-6020		900.00	Supervised visitation - Family 11/02/2017 11/30/2017	0 Family Assessment Response Services
	6094 AADA		1,215.00	3 Transactions	
4	86222 AITKIN INDEPENDENT AGE 05-430-720-3020-6069		77.10	Child Care Advertising - Commu 11/15/2017 11/18/2017	0 Community Ed & Prevent/Advertising
	86222 AITKIN INDEPENDENT AGE		77.10	1 Transactions	
5	9017 ALEX AND BRANDON SAFETY CENTER 05-430-710-3190-6020		110.00	Intake & cancellation fees for 11/16/2017 11/16/2017	0 Court Related Services & Activities
	9017 ALEX AND BRANDON SAFETY CENTER		110.00	1 Transactions	
6	8125 BACKSTROM/MARILYN 05-430-750-3950-6020		70.00	Public guardianship 02/01/2017 02/28/2017	0 Public Guardianship Dd
7	05-430-750-3950-6020		61.25	Public guardianship 05/01/2017 05/31/2017	0 Public Guardianship Dd
8	05-430-750-3950-6020		52.50	Public guardianship 06/01/2017 06/30/2017	0 Public Guardianship Dd
9	05-430-750-3950-6020		26.25	Public guardianship 07/01/2017 07/31/2017	0 Public Guardianship Dd
10	05-430-750-3950-6020		70.00	Public guardianship 08/01/2017 08/31/2017	0 Public Guardianship Dd
11	05-430-750-3950-6020		26.25	Public guardianship 09/01/2017 09/30/2017	0 Public Guardianship Dd
12	05-430-750-3950-6020		17.50	Public guardianship 10/01/2017 10/31/2017	0 Public Guardianship Dd
13	05-430-750-3950-6020		17.50	Public guardianship 11/01/2017 11/30/2017	0 Public Guardianship Dd
	8125 BACKSTROM/MARILYN		341.25	8 Transactions	

Aitkin County



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14	9791 Bieganek/Joan M 05-430-760-3950-6020		105.00	Guardianship/Conservator Activ 11/01/2017 11/30/2017	0 Guardianship/Conservatorship
	9791 Bieganek/Joan M		105.00	1 Transactions	
15	11051 Department of Human Services 05-430-720-3110-6069		361.42	BSFE County Match Invoice #A30 10/01/2017 10/31/2017	0 Bsf Child Care
16	05-430-720-3110-6069		361.42	BSFE County Match Invoice #A30 11/01/2017 11/30/2017	0 Bsf Child Care
17	05-430-730-3590-6072		2,763.00	CCDTF Maintenance of Effort 09/01/2017 09/30/2017	0 Ccdtf County % State Billings
	11051 Department of Human Services		3,485.84	3 Transactions	
18	91345 Elvecrog/Roberta C 05-430-750-3950-6020		105.00	Public guardianship 11/01/2017 11/30/2017	0 Public Guardianship Dd
20	05-430-750-3950-6020		70.00	Public guardianship 11/01/2017 11/30/2017	0 Public Guardianship Dd
19	05-430-760-3950-6020		70.00	Guardianship/Conservatorship 11/01/2017 11/30/2017	0 Guardianship/Conservatorship
21	05-430-760-3950-6020		105.00	Guardianship/Conservatorship 11/01/2017 11/30/2017	0 Guardianship/Conservatorship
	91345 Elvecrog/Roberta C		350.00	4 Transactions	
22	6110 Lakes & Pines CAC, Inc 05-430-745-3025-6020		2,031.86	Family Resource Specialist - A 10/01/2017 10/31/2017	0 COMMUNITY ED & PREVENTION
23	05-430-745-3025-6020		3,824.02	Family Resource Specialist - W 10/01/2017 10/31/2017	0 COMMUNITY ED & PREVENTION
	6110 Lakes & Pines CAC, Inc		5,855.88	2 Transactions	
24	10977 Northern Psychiatric Associates 05-430-740-3050-6020		600.00	Child Outpatient Diagnostic As 11/07/2017 11/07/2017	0 Child Outpat Assess/Psyc. Testing
25	05-430-745-3085-6020		600.00	Adult Outpatient Diagnostic As 11/07/2017 11/07/2017	0 Adult Outpat Diagnostic Assess/Psyc

SLM1
 12/15/17 1:13PM
 Health & Human Services

Aitkin County



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10977	Northern Psychiatric Associates		1,200.00	2 Transactions		
26	3639 Northland Counseling Ctr Inc 05-430-730-3710-6020		325.00	Detoxification (Category I) 11/20/2017 11/21/2017	0	Detoxification - Grand Rapids
	3639 Northland Counseling Ctr Inc		325.00	1 Transactions		
27	90748 Oakridge Homes Sils 05-430-750-3340-6073		487.78	Semi-Independent Living Servic 11/02/2017 11/30/2017	0	Semi-Independent Living Serv (Sils)
28	05-430-750-3340-6073		454.14	Semi-Independent Living Servic 11/03/2017 11/21/2017	0	Semi-Independent Living Serv (Sils)
	90748 Oakridge Homes Sils		941.92	2 Transactions		
29	14744 PRESBYTERIAN FAMILY FOUNDATION, 05-430-760-3950-6020		252.09	Guardianship/Conservatorship 11/01/2017 11/30/2017	0	Guardianship/Conservatorship
30	05-430-760-3950-6020		1,686.00	Guardianship/Conservatorship 11/01/2017 11/30/2017	0	Guardianship/Conservatorship
	14744 PRESBYTERIAN FAMILY FOUNDATION, 05-430-760-3950-6020		1,938.09	2 Transactions		
31	14518 ROSS RESOURCES, LTD 05-430-710-3190-6020		342.00	Supervised visitation - Court- 11/01/2017 11/29/2017	0	Court Related Services & Activities
	14518 ROSS RESOURCES, LTD		342.00	1 Transactions		
Final Total			16,287.08	13 Vendors	31 Transactions	

Aitkin County



Recap by Fund	<u>Fund</u>	<u>AMOUNT</u>	<u>Name</u>	
	5	16,287.08	Health & Human Services	
	All Funds	16,287.08	Total	Approved by,
			
			

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1	657 Aitkin Glass Service 05-257-000-0000-6605		327.12	RETROFIT N INTERIOR DOOR 11/23/2017 11/23/2017	14646 0 Building & Structures
2	05-257-000-0000-6605		71.39	INSTALL PANIC BAR ON N EXT DR 11/27/2017 11/27/2017	14697 0 Building & Structures
1	05-390-000-0000-6605		59.48	RETROFIT N INTERIOR DOOR 11/23/2017 11/23/2017	14646 0 Building & Structures
2	05-390-000-0000-6605		12.98	INSTALL PANIC BAR ON N EXT DR 11/27/2017 11/27/2017	14697 0 Building & Structures
1	05-400-440-0410-6605		416.32	RETROFIT N INTERIOR DOOR 11/23/2017 11/23/2017	14646 0 Building & Structure Related Expenditure
2	05-400-440-0410-6605		90.86	INSTALL PANIC BAR ON N EXT DR 11/27/2017 11/27/2017	14697 0 Building & Structure Related Expenditure
1	05-420-600-4800-6605		921.88	RETROFIT N INTERIOR DOOR 11/23/2017 11/23/2017	14646 0 Building & Structure Related Expenditure
2	05-420-600-4800-6605		201.19	INSTALL PANIC BAR ON N EXT DR 11/27/2017 11/27/2017	14697 0 Building & Structure Related Expenditure
1	05-430-700-4800-6605		1,249.00	RETROFIT N INTERIOR DOOR 11/23/2017 11/23/2017	14646 0 Building & Structure Related Expenditure
2	05-430-700-4800-6605		272.58	INSTALL PANIC BAR ON N EXT DR 11/27/2017 11/27/2017	14697 0 Building & Structure Related Expenditure
	657 Aitkin Glass Service		3,622.80	10 Transactions	
3	8239 Ameripride Linen & Apparel Services 05-257-000-0000-6422		4.25	CLEANING SUPPLIES 11/07/2017 11/07/2017	2200980165 0 Janitorial Services/Supplies
3	05-390-000-0000-6422		0.77	CLEANING SUPPLIES 11/07/2017 11/07/2017	2200980165 0 Janitorial Services/Supplies
3	05-400-440-0410-6422		5.41	CLEANING SUPPLIES 11/07/2017 11/07/2017	2200980165 0 Janitorial Services/Supplies
3	05-420-600-4800-6422		11.97	CLEANING SUPPLIES 11/07/2017 11/07/2017	2200980165 0 Janitorial Services/Supplies
3	05-430-700-4800-6422		16.22	CLEANING SUPPLIES 11/07/2017 11/07/2017	2200980165 0 Janitorial Services/Supplies
	8239 Ameripride Linen & Apparel Services		38.62	5 Transactions	
4	12106 Antoine Electric 05-400-440-0410-6231		17.79	REPAIR LIGHT IN WOMEN'S BTHRM	16440 Services/Labor/Contracts

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<u>Vendor No.</u>	<u>Name</u> <u>Account/Formula</u>	<u>Accr</u>	<u>Rpt</u>	<u>Amount</u>	<u>Warrant Description</u> <u>Service Dates</u>	<u>Invoice #</u> <u>Paid On Bhf #</u>	<u>Account/Formula Description</u> <u>On Behalf of Name</u>
4	05-420-600-4800-6231			37.79	REPAIR LIGHT IN WOMEN'S BTHRM 11/16/2017 11/16/2017	16440 0	Services/Labor/Contracts
5	05-420-630-4800-6801			194.86	LOBBY REDESIGN-TV RECEPTACLE 12/08/2017 12/08/2017	16456 0	Bonus Bucks Expenditures
4	05-430-700-4800-6231			55.58	REPAIR LIGHT IN WOMEN'S BTHRM 11/16/2017 11/16/2017	16440 0	Services/Labor/Contracts
12106	Antoine Electric			306.02	4 Transactions		
51	248 Association of Mn Counties 05-400-440-0410-6241			64.00	AMC ANNUAL CONF REG (CB) 12/04/2017 12/04/2017	48779 0	Meeting/Conference Registration Fee
51	05-420-600-4800-6241			136.00	AMC ANNUAL CONF REG (CB) 12/04/2017 12/04/2017	48779 0	Meeting/Conference Registration Fee
51	05-430-700-4800-6241			200.00	AMC ANNUAL CONF REG (CB) 12/04/2017 12/04/2017	48779 0	Meeting/Conference Registration Fee
248	Association of Mn Counties			400.00	3 Transactions		
6	14740 Bear Creek Builders 05-400-440-0410-6231			280.26	LOBBY REDESIGN-LABOR FLOORING 12/12/2017 12/12/2017	16847 0	Services/Labor/Contracts
6	05-420-600-4800-6231			595.54	LOBBY REDESIGN-LABOR FLOORING 12/12/2017 12/12/2017	16847 0	Services/Labor/Contracts
6	05-430-700-4800-6231			875.80	LOBBY REDESIGN-LABOR FLOORING 12/12/2017 12/12/2017	16847 0	Services/Labor/Contracts
14740	Bear Creek Builders			1,751.60	3 Transactions		
7	246 Brothers Fire & Security 05-400-440-0410-6300			17.60	ANNUAL SPRINKLER INSPECTION 11/30/2017 11/30/2017	23125 0	Maintenance/Service Contracts
7	05-420-600-4800-6300			37.40	ANNUAL SPRINKLER INSPECTION 11/30/2017 11/30/2017	23125 0	Maintenance/Service Contracts
7	05-430-700-4800-6300			55.00	ANNUAL SPRINKLER INSPECTION 11/30/2017 11/30/2017	23125 0	Maintenance/Service Contracts
246	Brothers Fire & Security			110.00	3 Transactions		
8	5398 CDW Government, Inc 05-400-440-0410-6402			27.20	VIEWSONIC VG2439SMH 24 FULL HD	KXC2030	Computer/Technology Supplies

Aitkin County



<u>Vendor Name</u>	<u>Rpt</u>	<u>Warrant Description</u>	<u>Invoice #</u>	<u>Account/Formula Description</u>
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9	05-400-440-0410-6402	170.00	11/27/2017 11/27/2017	0 KXC2030 Computer/Technology Supplies
10	05-400-440-0410-6402	170.00	11/27/2017 11/27/2017	0 KZC5569 Computer/Technology Supplies
8	05-420-600-4800-6402	57.80	11/30/2017 11/30/2017	0 KXC2030 Computer/Technology Supplies
8	05-430-700-4800-6402	85.00	11/27/2017 11/27/2017	0 KXC2030 Computer/Technology Supplies
5398	CDW Government, Inc	510.00	11/27/2017 11/27/2017	0 5 Transactions
14746	Control Solutions, Inc.			
11	05-400-400-0402-6231	102.00	11/21/2017 11/21/2017	0 CS47647 Services/Labor/Contracts
14746	Control Solutions, Inc.	102.00	1 Transactions	
10855	Culligan			
12	05-257-000-0000-6342	15.36	12/01/2017 12/31/2017	0 150-10016285-1 Office Equipment Rental/Contracts
12	05-390-000-0000-6342	2.79	12/01/2017 12/31/2017	0 150-10016285-1 Office Equipment Rental/Contracts
12	05-400-440-0410-6301	19.54	12/01/2017 12/31/2017	0 150-10016285-1 Equipment Lease/Space Rental
12	05-420-600-4800-6301	43.28	12/01/2017 12/31/2017	0 150-10016285-1 Equipment Lease/Space Rental
12	05-430-700-4800-6301	58.63	12/01/2017 12/31/2017	0 150-10016285-1 Equipment Lease/Space Rental
10855	Culligan	139.60	5 Transactions	
88628	Dalco			
13	05-257-000-0000-6422	18.53	12/12/2017 12/12/2017	0 3257467 Janitorial Services/Supplies
13	05-390-000-0000-6422	3.37	12/12/2017 12/12/2017	0 3257467 Janitorial Services/Supplies
13	05-400-440-0410-6422	23.57	12/12/2017 12/12/2017	0 3257467 Janitorial Services/Supplies
13	05-420-600-4800-6422	52.21	12/12/2017 12/12/2017	0 3257467 Janitorial Services/Supplies

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13 05-430-700-4800-6422		70.74	TOWELS	3257467 Janitorial Services/Supplies
			12/12/2017 12/12/2017	0
88628 Dalco		168.42	5 Transactions	
11051 Department of Human Services				
27 05-420-640-4800-6231		39.02	CS MONTHLY FED OFFSET FEE	A300C734301 Services/Labor/Contracts
			10/01/2017 10/31/2017	0
18 05-420-650-4400-6025		780.63	MA LTC UN 65	A300MM8N01I State/Fed Share - MA
			07/01/2017 07/31/2017	0
19 05-420-650-4400-6025		70.97	MAX LTC LT65 17	A300MM8N01I State/Fed Share - MA
			07/01/2017 07/31/2017	0
20 05-420-650-4400-6025		5,939.99	MA ESTATE COLLECTIONS - FED	A300MM8N01I State/Fed Share - MA
			07/01/2017 07/31/2017	0
21 05-420-650-4400-6025		2,969.99	MA ESTATE COLLECTIONS - STATE	A300MM8N01I State/Fed Share - MA
			07/01/2017 07/31/2017	0
22 05-420-650-4400-6025		1,362.85	MA LTC UN 65	A300MM8S01I State/Fed Share - MA
			11/01/2017 11/30/2017	0
23 05-420-650-4400-6025		143.15	MAX LTC LT65 17	A300MM8S01I State/Fed Share - MA
			11/01/2017 11/30/2017	0
24 05-420-650-4400-6025		36.17	MA ESTATE COLLECTIONS - FED	A300MM8S01I State/Fed Share - MA
			11/01/2017 11/30/2017	0
25 05-420-650-4400-6025		18.08	MA ESTATE COLLECTIONS - STATE	A300MM8S01I State/Fed Share - MA
			11/01/2017 11/30/2017	0
26 05-420-650-4400-6025		98.52	MA MH TC CV	A300MM8S01I State/Fed Share - MA
			11/01/2017 11/30/2017	0
14 05-420-620-4100-6011		5.00	MAXIS GA RECOVERIES	A300MX01176I County Share - Ga
			10/01/2017 10/31/2017	0
15 05-420-630-4100-6011		1,594.38	MAXIS FS RECOVERIES	A300MX01176I County Share-Food Support
			10/01/2017 10/31/2017	0
16 05-420-620-4100-6011		5.00	MAXIS GA RECOVERIES	A300MX01177I County Share - Ga
			11/01/2017 11/30/2017	0
17 05-420-630-4100-6011		1,283.68	MAXIS FS RECOVERIES	A300MX01177I County Share-Food Support
			11/01/2017 11/30/2017	0
11051 Department of Human Services		14,347.43	14 Transactions	
88401 Hill City Public Schools				
28 15-451-000-0000-6231		15,000.00	'16-'17 LCTS ALLOCATION	Hill City School Services

Aitkin County



<u>Vendor Name</u>	<u>Accr</u>	<u>Rpt</u>	<u>Warrant Description</u>	<u>Invoice #</u>	<u>Account/Formula Description</u>
<u>No. Account/Formula</u>			<u>Service Dates</u>	<u>Paid On Bhf #</u>	<u>On Behalf of Name</u>
88401 Hill City Public Schools			1 Transactions		
29 2186 Hillyard Inc - Kansas City					
05-257-000-0000-6422					
	10.83		CLEANING/BATHROOM SUPPLIES	602769369	Janitorial Services/Supplies
			11/10/2017 11/10/2017	0	
30 05-257-000-0000-6422					
	4.09		CLEANING/BATHROOM SUPPLIES	602778214	Janitorial Services/Supplies
			11/17/2017 11/17/2017	0	
31 05-257-000-0000-6422					
	14.30		CLEANING/BATHROOM SUPPLIES	602785172	Janitorial Services/Supplies
			11/27/2017 11/27/2017	0	
32 05-257-000-0000-6422					
	27.32		CLEANING/BATHROOM SUPPLIES	602801977	Janitorial Services/Supplies
			12/08/2017 12/08/2017	0	
29 05-390-000-0000-6422					
	1.97		CLEANING/BATHROOM SUPPLIES	602769369	Janitorial Services/Supplies
			11/10/2017 11/10/2017	0	
30 05-390-000-0000-6422					
	0.74		CLEANING/BATHROOM SUPPLIES	602778214	Janitorial Services/Supplies
			11/17/2017 11/17/2017	0	
31 05-390-000-0000-6422					
	2.60		CLEANING/BATHROOM SUPPLIES	602785172	Janitorial Services/Supplies
			11/27/2017 11/27/2017	0	
32 05-390-000-0000-6422					
	4.97		CLEANING/BATHROOM SUPPLIES	602801977	Janitorial Services/Supplies
			12/08/2017 12/08/2017	0	
29 05-400-440-0410-6422					
	13.79		CLEANING/BATHROOM SUPPLIES	602769369	Janitorial Services/Supplies
			11/10/2017 11/10/2017	0	
30 05-400-440-0410-6422					
	5.22		CLEANING/BATHROOM SUPPLIES	602778214	Janitorial Services/Supplies
			11/17/2017 11/17/2017	0	
31 05-400-440-0410-6422					
	18.20		CLEANING/BATHROOM SUPPLIES	602785172	Janitorial Services/Supplies
			11/27/2017 11/27/2017	0	
32 05-400-440-0410-6422					
	34.76		CLEANING/BATHROOM SUPPLIES	602801977	Janitorial Services/Supplies
			12/08/2017 12/08/2017	0	
29 05-420-600-4800-6422					
	30.53		CLEANING/BATHROOM SUPPLIES	602769369	Janitorial Services/Supplies
			11/10/2017 11/10/2017	0	
30 05-420-600-4800-6422					
	11.53		CLEANING/BATHROOM SUPPLIES	602778214	Janitorial Services/Supplies
			11/17/2017 11/17/2017	0	
31 05-420-600-4800-6422					
	40.30		CLEANING/BATHROOM SUPPLIES	602785172	Janitorial Services/Supplies
			11/27/2017 11/27/2017	0	
32 05-420-600-4800-6422					
	76.98		CLEANING/BATHROOM SUPPLIES	602801977	Janitorial Services/Supplies
			12/08/2017 12/08/2017	0	
29 05-430-700-4800-6422					
	41.36		CLEANING/BATHROOM SUPPLIES	602769369	Janitorial Services/Supplies
			11/10/2017 11/10/2017	0	
30 05-430-700-4800-6422					
	15.62		CLEANING/BATHROOM SUPPLIES	602778214	Janitorial Services/Supplies
			11/17/2017 11/17/2017	0	

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<u>Vendor Name</u>	<u>Rpt</u>	<u>Warrant Description</u>	<u>Invoice #</u>	<u>Account/Formula Description</u>
<u>No.</u> <u>Account/Formula</u>	<u>Accr</u>	<u>Amount</u>	<u>Service Dates</u>	<u>Paid On Bhf #</u> <u>On Behalf of Name</u>
31 05-430-700-4800-6422		54.60	CLEANING/BATHROOM SUPPLIES 11/27/2017 11/27/2017	602785172 0 Janitorial Services/Supplies
32 05-430-700-4800-6422		104.29	CLEANING/BATHROOM SUPPLIES 12/08/2017 12/08/2017	602801977 0 Janitorial Services/Supplies
2186 Hillyard Inc - Kansas City		514.00	20 Transactions	
9887 Intintisy Window Tinting				
33 05-257-000-0000-6605		87.12	LOBBY REDESIGN-WINDOW TINT 12/06/2017 12/06/2017	0 Building & Structures
34 05-257-000-0000-6605		63.36	DIRECTOR OFFICE-WINDOW TINT 12/06/2017 12/06/2017	0 Building & Structures
33 05-390-000-0000-6605		15.84	LOBBY REDESIGN-WINDOW TINT 12/06/2017 12/06/2017	0 Building & Structures
34 05-390-000-0000-6605		11.52	DIRECTOR OFFICE-WINDOW TINT 12/06/2017 12/06/2017	0 Building & Structures
33 05-400-440-0410-6605		110.88	LOBBY REDESIGN-WINDOW TINT 12/06/2017 12/06/2017	0 Building & Structure Related Expenditure
34 05-400-440-0410-6605		80.64	DIRECTOR OFFICE-WINDOW TINT 12/06/2017 12/06/2017	0 Building & Structure Related Expenditure
33 05-420-600-4800-6605		245.52	LOBBY REDESIGN-WINDOW TINT 12/06/2017 12/06/2017	0 Building & Structure Related Expenditure
34 05-420-600-4800-6605		178.56	DIRECTOR OFFICE-WINDOW TINT 12/06/2017 12/06/2017	0 Building & Structure Related Expenditure
33 05-430-700-4800-6605		332.64	LOBBY REDESIGN-WINDOW TINT 12/06/2017 12/06/2017	0 Building & Structure Related Expenditure
34 05-430-700-4800-6605		241.92	DIRECTOR OFFICE-WINDOW TINT 12/06/2017 12/06/2017	0 Building & Structure Related Expenditure
9887 Intintisy Window Tinting		1,368.00	10 Transactions	
86969 MAFAS				
35 05-420-600-4800-6240		35.00	MAFAS DUES 01/01/2018 12/31/2018	0 Membership/Dues/Association Fees
86969 MAFAS		35.00	1 Transactions	
3195 MCCC, MI 33				
36 05-400-440-0410-6241		32.00	YEAR END TRAINING (ACCTG-2) 11/29/2017 11/29/2017	2Y1712012 0 Meeting/Conference Registration Fee
36 05-420-600-4800-6241		68.00	YEAR END TRAINING (ACCTG-2)	2Y1712012 Meeting/Conference Registration Fee

Aitkin County



Audit List for Board COMMISSIONER'S VOUCHERS ENTRIES

<u>Vendor No.</u>	<u>Name Account/Formula</u>	<u>Accr</u>	<u>Rpt</u>	<u>Amount</u>	<u>Warrant Description</u>	<u>Service Dates</u>	<u>Invoice #</u>	<u>Account/Formula Description</u>
							<u>Paid On Bhf #</u>	<u>On Behalf of Name</u>
36	05-430-700-4800-6241			100.00	YEAR END TRAINING (ACCTG-2)	11/29/2017 11/29/2017	0	Meeting/Conference Registration Fee
							2Y1712012	
3195	MCCC, MI 33			200.00	3 Transactions	11/29/2017 11/29/2017	0	
37	3126 Medtox Laboratories Inc 05-400-400-0402-6231			22.52	DP&C - BLOOD LEAD SCREENING	09/27/2017 09/30/2017	0	Services/Labor/Contracts
							1020171691270	
3126	Medtox Laboratories Inc			22.52	1 Transactions			
38	89765 Minnesota Elevator, Inc 05-257-000-0000-6300			18.88	ELEVATOR SERVICE - DEC'17	12/01/2017 12/31/2017	0	Maintenance-Service Contracts
							730019	
38	05-390-000-0000-6300			3.43	ELEVATOR SERVICE - DEC'17	12/01/2017 12/31/2017	0	Maintenance-Service Contracts
							730019	
38	05-400-440-0410-6300			24.03	ELEVATOR SERVICE - DEC'17	12/01/2017 12/31/2017	0	Maintenance/Service Contracts
							730019	
38	05-420-600-4800-6300			53.21	ELEVATOR SERVICE - DEC'17	12/01/2017 12/31/2017	0	Maintenance/Service Contracts
							730019	
38	05-430-700-4800-6300			72.09	ELEVATOR SERVICE - DEC'17	12/01/2017 12/31/2017	0	Maintenance/Service Contracts
							730019	
89765	Minnesota Elevator, Inc			171.64	5 Transactions			
39	90318 Moore Medical Corp-LLC 05-400-410-0413-6430			112.81	WIC - MEDICAL SUPPLIES	11/29/2017 11/29/2017	0	WIC - Medical Supplies
							99710211	
90318	Moore Medical Corp-LLC			112.81	1 Transactions			
40	86177 Sheriff Aitkin County 05-420-640-4800-6270			50.00	IV-D SERVICE 0015541172-01	11/29/2017 11/29/2017	0	Aitkin Co Sheriff Fees Iv-D
							C1700497	
86177	Sheriff Aitkin County			50.00	1 Transactions			
41	86587 Sheriff Mcleod County 05-420-640-4800-6379			45.00	IV-D SERVICE 0010256243-01	10/30/2017 10/30/2017	0	Other Iv-D Charges
							3987	
86587	Sheriff Mcleod County			45.00	1 Transactions			

Aitkin County



<u>Vendor Name</u>	<u>Rpt</u>	<u>Warrant Description</u>	<u>Invoice #</u>	<u>Account/Formula Description</u>
<u>No. Account/Formula</u>	<u>Accr</u>	<u>Amount</u>	<u>Service Dates</u>	<u>Paid On Bhf # On Behalf of Name</u>
43 88859 Spee*Dee-St Cloud 05-400-440-0410-6205		27.84	PH SERVICE 10/30/2017 12/04/2017	3419141 Postage 0
42 05-420-600-4800-6205		373.34	IM SERVICE 10/30/2017 12/04/2017	3419141 Postage 0
88859 Spee*Dee-St Cloud		401.18	2 Transactions	
48 86235 The Office Shop Inc 05-400-440-0410-6405		18.70	PH-PACKETS FOLDERS 11/30/2017 11/30/2017	1036317-0 Office Supplies 0
49 05-400-440-0410-6405		7.39	AGENCY - SUPPLIES 11/30/2017 11/30/2017	1036418-0 Office Supplies 0
44 05-400-440-0410-6300		4,059.57	PH-COPIER CONTRACT IRC5255 11/29/2017 11/29/2017	295619-0 Maintenance/Service Contracts 0
46 05-400-440-0410-6450		38.39 -	FRONT OFFICE WALL PANELS CRDT 11/10/2017 11/10/2017	C1032944-0 Small Equipment: Telephones,Chairs, etc. 0
49 05-420-600-4800-6405		15.71	AGENCY - SUPPLIES 11/30/2017 11/30/2017	1036418-0 Office Supplies 0
45 05-420-640-4800-6300		86.28	CS-COPIER CONTRACT IR4245 11/29/2017 11/29/2017	295619-0 Maintenance/Service Contracts 0
46 05-420-600-4800-6450		81.59 -	FRONT OFFICE WALL PANELS CRDT 11/10/2017 11/10/2017	C1032944-0 Small Equipment: Telephones,Chairs, etc. 0
47 05-430-700-4800-6405		59.99	SS-CHAIRMAT (JM) 11/01/2017 11/10/2017	1035026-0 Office Supplies 0
49 05-430-700-4800-6405		23.11	AGENCY - SUPPLIES 11/30/2017 11/30/2017	1036418-0 Office Supplies 0
46 05-430-700-4800-6450		119.99 -	FRONT OFFICE WALL PANELS CRDT 11/10/2017 11/10/2017	C1032944-0 Small Equipment: Telephones,Chairs, etc. 0
86235 The Office Shop Inc		4,030.78	10 Transactions	
50 10930 Tidholm Productions 05-400-440-0410-6405		40.08	AGENCY - #10 ENVELOPES 11/22/2017 11/22/2017	9582 7007 Office Supplies 0
50 05-420-600-4800-6405		85.17	AGENCY - #10 ENVELOPES 11/22/2017 11/22/2017	9582 7007 Office Supplies 0
50 05-430-700-4800-6405		125.25	AGENCY - #10 ENVELOPES 11/22/2017 11/22/2017	9582 7007 Office Supplies 0

SLM1
12/15/17 1:41PM
Health & Human Services

Aitkin County



Audit List for Board COMMISSIONER'S VOUCHERS ENTRIES

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<u>Vendor Name</u>	<u>Rpt</u>	<u>Warrant Description</u>	<u>Invoice #</u>	<u>Account/Formula Description</u>
<u>No. Account/Formula</u>	<u>Accr</u>	<u>Amount</u>	<u>Service Dates</u>	<u>Paid On Bhf #</u> <u>On Behalf of Name</u>
10930 Tidholm Productions		250.50		3 Transactions
Final Total		43,697.92		24 Vendors 117 Transactions

Aitkin County



Recap by Fund	<u>Fund</u>	<u>AMOUNT</u>	<u>Name</u>	
	5	28,697.92	Health & Human Services	
	15	15,000.00	Aitkin County Collaborative	
	All Funds	43,697.92	Total	Approved by,
			
			

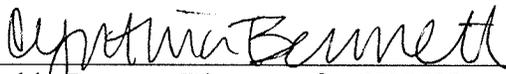
AMBULANCE SERVICE CONTRACT

THIS AGREEMENT between the Aitkin County Board of Commissioners, Aitkin, Minnesota, hereinafter referred to as the “County” and Meds-I Ambulance Service, 1328 NW 5th Street, Grand Rapids, Minnesota, 55744, hereinafter referred to as the “Contractor”. The Contractor agrees to furnish ambulance service in Aitkin County, Minnesota, under the following terms and conditions:

1. Contractor agrees to furnish efficient and prompt ambulance service to all persons desiring the same within the state license service area, and shall have not less than one (1) ambulance in service capable of rendering efficient service. Ambulances shall be equipped in accordance with the current State of Minnesota regulations and licensure.
2. Contractor shall man ambulances with personnel in sufficient number to furnish service adequate to the needs of calls or emergencies normally encountered. Ambulance drivers and attendants shall have received training, which meet the requirements of Minnesota Statutes.
3. Ambulance service shall be provided by the Contractor on a twenty-four (24) hour, seven (7) day basis. The Contractor shall immediately respond to requests for service initiated by any person.
4. All patients shall be taken to hospitals as determined by applicable Minnesota Statutes and/or Rules. All patients shall be taken to the hospital of their choice within a reasonable distance if said choice is not contrary to applicable Minnesota Statutes and/or Rules. Should the patient indicate a preference, said patient shall be taken to the hospital where the appropriate care can be provided.
5. The County agrees to pay the Contractor a fee of \$20.00 per request for service, and \$55.00 per no load runs up to a maximum of 2000.00 per year. This agreement shall not include transfers from the local hospital to other tertiary care facilities outside the County. The County will reimburse the Contractor on a monthly basis after receiving a monthly receipt of ambulance runs in Aitkin County. This itemization will include dates of service, type of service (emergency or no load run). In addition, the Contractor shall be privileged to charge each person requesting transportation a reasonable service fee in accordance with a schedule from time to time set by the Contractor.
6. Each of the parties shall defend, indemnify, save and hold the other party harmless from the liability arising out of the actions of the indemnifying party in connection with the operation of the ambulances or any other services performed under the terms of the contract.
7. The Contractor does further agree that, in order to protect itself as well as the Agency under the indemnity agreement provision hereinabove set forth, it will, at all times during this contract, have and keep in force a liability insurance policy **naming the County as an insured or additional insured** in the amount at least equal to the maximum liability limits set forth in Minnesota Statutes 466.04, subd. 1(a)(3), of at least **\$500,000** bodily injury per occurrence, up to **\$1,500,000.00** per accident and \$50,000.00 property damage and agrees to provide a certificate of insurance or other document demonstrating that such insurance has been procured to the County.

8. Contractor shall also procure motor vehicle insurance and worker's compensation insurance as required under applicable Minnesota laws and agrees to provide certificates of insurance or other documents demonstrating that such insurance has been procured.
9. The term of the contract shall be for a period of twelve (12) months, commencing not later than January 1, 2018, and terminating December 31, 2018.
10. The Contractor shall not sell, assign, or in any way divest itself of its interest herein without prior written notice by registered mail of at least 120 days to the County.
11. The Contractor agrees to comply in all requests with the requirements of the State of Federal laws or City Ordinances which may be applicable hereto in the operation of its ambulance service.
12. Either party may cancel this Agreement, with or without cause, upon written notice by registered mail of at least 120 days.
13. All notices to either party must be in writing mailed by certified mail, return receipt requested, to the address of each party. Notices are effective on the date of mailing.
14. That said Meds-1 Ambulance Service shall submit to the County of Aitkin, an annual complete itemized financial statement detailing the ambulance activities, by February 1, 2019. Document shall be mailed to:

CYNTHIA BENNETT, DIRECTOR
 AITKIN COUNTY HEALTH & HUMAN SERVICES
 204 1ST STREET N.W.
 AITKIN, MN 56431


 Cynthia Bennett, Director of ACH&HS

12-6-17
 Date

 Chairperson – Aitkin County Board of Commissioners

 Date

 CEO
 Contractor and Title

12/11/17
 Date

JAMES DOCHARME
Printed Name of Contractor signing this document

Approved as to form and execution:

 Aitkin County Attorney

 Date



Aitkin County Health & Human Services

204 FIRST STREET NW
AITKIN, MINNESOTA 56431-1291
PHONE 1-800-328-3744 or 1-218-927-7200
FAX # 1-218-927-7210

WIC AGREEMENT - Malmo

THIS AGREEMENT is made and entered into the 1st day of January, 2018 by and between Aitkin County Health and Human Services for the Aitkin County WIC Program, hereinafter referred to as the “Department” and the Bethesda Lutheran Church of Malmo, hereinafter referred to as the “Bethesda Lutheran Church”.

IN CONSIDERATION of the mutual promises, agreements, and understanding hereinafter set forth, it is agreed as follows:

1. The Bethesda Lutheran Church will provide space within their premises for the Department to administer the Aitkin County WIC Program for eligible Women, Infants, and Children through WIC Clinics at a rate of \$15.00 per day of use.

2. The Department will hold the Clinic at the contracted location once a month.

3. The time and dates of the WIC Clinic will be:

Every third Wednesday of the month: 9:00 a.m. – 4:30 p.m.

Any changes in rental fees, times or dates will be negotiated between the Department and the Bethesda Lutheran Church.

4. The Bethesda Lutheran Church will provide tables, chairs, heat and light for the Department to carry out the WIC Clinic. The Department agrees to leave the premises in the same condition as at the beginning of the Clinic.
5. The Bethesda Lutheran Church shall take all necessary steps to maintain and keep the premises in a safe and clean condition. This shall include (a) sidewalks and parking areas cleared of snow and ice and other obstructions; (b) stairways and walkways cleared of clutter and in safe repair; (c) electrical hazards removed from the Department’s area.
6. This agreement shall continue and be binding upon both parties until December 31st, 2018. Termination of this agreement may be made by either party with sixty (60) days written notice of intention to the other party.
7. The Lessor agrees to abide by all Federal and State nondiscrimination legislation to the effect that no person shall be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination on the basis of race, color, national origin, age, sex, or handicap in regards to the WIC Program.



Aitkin County Health & Human Services

204 FIRST STREET NW
AITKIN, MINNESOTA 56431-1291
PHONE 1-800-328-3744 or 1-218-927-7200
FAX # 1-218-927-7210

WIC AGREEMENT - Malmö

Aitkin County Health and Human Services

By: _____

Its: Director

Date: _____

Malmö Bethesda Lutheran Church

By: _____

Printed Name: _____

Its: _____

Date: _____

Aitkin County Board of Commissioners

By: _____

Its: Chairperson

Date: _____

Approved as to form and execution:

By: _____

Its: County Attorney

Date: _____

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**CY 2018-2019 STATE OF MINNESOTA-COUNTY INTERAGENCY
COOPERATIVE AGREEMENT COVERING THE ADMINISTRATION OF CHILD SUPPORT,
ESTABLISHMENT OF PATERNITY, AND MEDICAL SUPPORT LIABILITY PROGRAMS
BY AND BETWEEN:**

The Minnesota Department of Human Services, Child Support Division

And

AITKIN County

THIS INTERAGENCY COOPERATIVE AGREEMENT (hereinafter referred to as "Cooperative Agreement") is made and entered into for the period of January 1, 2018, through December 31, 2019, by and between the Minnesota Department of Human Services, Child Support Division, hereinafter referred to as "STATE," and the Governing Board of **AITKIN** County (hereinafter referred to as "COUNTY") and its designated Child Support Office (hereinafter referred to as "County IV-D Agency or IV-D Agency"). STATE and COUNTY are hereinafter collectively referred to as "the Parties").

RECITALS

WHEREAS, STATE is empowered to enter into interagency agreements pursuant to Minnesota Statutes, section 471.59;

WHEREAS, COUNTY is empowered to enter into interagency agreements pursuant to Minnesota Statutes, section 471.59;

WHEREAS, the County IV-D Agency 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 (U.S.C.), sections 651 through 699b; and enter this agreement to meet the requirements of 45 Code of Federal Regulations (C.F.R.), sections 303.107 and 302.34.

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

COOPERATIVE AGREEMENT

- 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 STATE 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 County Sheriff or County Attorney who provides child support services for the COUNTY pursuant to a Cooperative Arrangement. "Cooperating Agencies" refers to both the County Sheriff and the County Attorney.
- 1.6 **Cooperative Arrangement.** A Cooperative Arrangement is the 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 the Cooperative Agreement and Cooperative Arrangement. The CARC shall be appointed by the Child Support Division (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.** Minnesota 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 **County Sheriff.** Minnesota County Sheriff means the sheriff under Minnesota Statutes, chapter 387 and section 471.59, 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.
- 1.11 **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 programs and services, 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.

- 1.12 IV-D Program.** The Minnesota programs provided for by Title IV-D of the federal Social Security Act, 42 C.F.R., sections 651 through 699b, in accordance with the language of Minnesota Statutes, sections 256.741 and Minnesota Statutes, chapter 518A and other state and federal statutes, federal regulations, and controlling court cases in effect during the term of this Cooperative Agreement..
 - 1.13 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.
 - 1.14 Parties.** The Parties STATE and COUNTY collectively.
 - 1.15 PRISM.** "PRISM" means the Providing Resources to Improve Support in Minnesota system, the statewide child support database and associated programming which is owned and maintained by the STATE.
 - 1.16 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.** IV-D Program Requirements are the state and federal law requirements of the IV-D program.
 - 1.18 State Disbursement Unit (SDU).** "SDU" means the State Disbursement 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.
 - 1.19 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.

2.1 Contact Information for Cooperative Agreement Managers.

State: Rebecca Radcliffe, 651-431-4409, Rebecca.radcliffe@state.mn.us, Minnesota Child Support Division, 444 Lafayette Rd., St. Paul, MN, 55164-0946 or successor.

COUNTY Cooperative Agreement manager or successor: Name, Phone, E-mail, Address:

Ruth Sundermeyer

218-927-2212

rsunder@co.aitkin.mn.us

204 1st St. NW, Aitkin, MN 56431

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; new or changed procedures; newly published Court decisions; or newly published state or federal law brings existing policy into question, the COUNTY has ninety (90) calendar days from the date of issuance of the policy or court decision (or 90 calendars days from 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 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 thirty (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 its 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 C.F.R., 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 County Sheriffs must use the standard Cooperative Arrangement, attached as **Attachment A** to ensure statewide uniformity and meet minimum federal requirements in accordance with 45 C.F.R., section 303.107. Administrative reimbursement is available for services provided under a Cooperative Arrangement for the calendar quarter during which the Cooperative Arrangement is signed and for subsequent calendar quarters covered by the Cooperative 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 (3) 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, 2018, in order to claim IV-D federal financial participation (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 twenty (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 in the COUNTY records its determination that the amounts are reasonable and necessary. The COUNTY must require debarment certification from contractors who do or may receive federal funds, pursuant to the requirements of section 12.3 below. STATE supervision of purchase of service agreements is limited to those for which FFP is available under the IV-D regulations.

3.6 Notification of Appeals. With the County Attorney, notify the CSD Division Director within seven (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 case 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 because of STATE approved equipment moves shall be reimbursed per the applicable 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 of Minnesota 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 of Minnesota 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 Maintain PRISM Financial Records.** Be responsible to maintain and update PRISM financial information including the following:
- 3.13.1 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.
- 3.13.2 Receipt and Disbursement (R&D) Adjustments.** Perform adjustments to receipt and disbursement amounts in accordance with the STATE's policies and procedures.
- 3.14 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.
- 3.15 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.
- 3.16 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.
- 3.17 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.
- 3.18 Confidentiality of Records.** Comply with the terms of the *Information Privacy and Security Agreement* that has been separately executed by the Parties (that is incorporated reference into and made a part of this Cooperative Agreement), 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 on individuals (as defined in Minnesota Statutes, section 13.02, subdivision 12), 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), Minnesota Statutes, chapter 13.

3.18.1 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 federal law, state law, and federal 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 necessary solely 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.

3.18.2 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(s) 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 Minnesota Statutes, section 13.46.

3.18.3 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.

3.18.4 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).

3.19 Federal Parent Locator Service Agree to comply with Federal and State privacy laws and regulations and the applicable provisions of the U.S. Department of Health and Human Services’ Office of the Chief Information Officer (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 its employees, agents, contractors and subcontractors 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, agents, contractors 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.

3.20 IRS Language for General Service. Agree to comply with all Internal Revenue Service (IRS) procedures and safeguards (26 U.S.C., 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 above.

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

3.20.1 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 federal tax 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 federal tax 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 must be 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 as required by law in an appropriate 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 written statement containing the date of destruction, description of material destroyed, and the method used.
- (6) All computer systems processing, storing, or transmitting of 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 (FTI) 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 Internal Revenue Code (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, procedure for reporting unauthorized disclosures, and data breaches. For both the initial certification and the annual certification, the

contractor should sign, with either 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.

3.20.2 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 IRC sections 7213 and 7431 and set forth at 26 C.F.R., section 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 U.S.C. section 552a. Specifically, 5 U.S.C., section 552a(i)(1), which is made applicable to COUNTY by 5 U.S.C., section 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 IRC sections 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.

3.20.3 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. Based on such inspection, specific measures may be required in cases where the COUNTY is found to be noncompliant with Cooperative Agreement safeguards.

- 3.21 Bonding.** In accordance with 45 C.F.R., section 302.19, the STATE is required to ensure that every person who has *access to or control over funds* collected under the program is 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 thirty thousand dollars (\$30,000) per employee. DHS has determined this amount is 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 that are 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 COUNTY child support directives and COUNTY 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 thirty (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 from the STATE a thirty (30) calendar day comment period. The request for a comment period shall be made in writing to the Child Support Division Director within ten (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 (a) written request is timely made and if (b) 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 fully implement 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 County Training 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 C.F.R., 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 because 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 (a) on behalf of COUNTY in the expedited process, (b) in district

court, and (c) 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 to counties under Minnesota Statutes, sections 518A.51 and 256.979, subdivision 11,

- 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 each calendar year is computed with federal fiscal year 1998 as the base year. Under 45 C.F.R., 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, 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, suspended, or cancelled, as deemed appropriate in the STATE's sole discretion.

- 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 C.F.R., 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 countywide 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 countywide indirect costs that comply with the limitations of 45 C.F.R., part 304, and other federal and state limitations on indirect cost are eligible expenses.

One-fourth (25%) 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 unforeseeable, the County shall be excused from timely performance because 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 ten (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 thirty (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 attempt 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 this Agreement, 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 forty-five (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 for 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 or exigent circumstances exist, the STATE will give the COUNTY at least five (5) 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 \$750,000 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 statewide 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 sixty (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, federal 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, administrative rules, 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); (b) any financial audit of the COUNTY as described in this Cooperative Agreement (review is through the audit resolution policy); (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 (10) business days. Time periods may be extended by written 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 Director 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 Office of General Counsel, 444 Lafayette Road, St. Paul, MN. 55164 within thirty (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 based on the written submissions, statutes and case law if applicable. The ALA shall then recommend to DHS' Commissioner a course of action in the appeal. The Commissioner or her/his 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 Ramsey County, MN District Court within thirty (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 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 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 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. Such notices must state the CONTRACTOR'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 B**) or the Disclosure of Lobbying Activities (**Attachment C**).

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

Pursuant to 45 C.F.R., 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 because of changed circumstances.

12.3.1 Subcontractor Debarment. Pursuant to title 45 C.F.R., 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 D**.

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 Ramsey County District Court Chief Judge 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 Minnesota 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 to 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. The STATE's liability, if any, shall be governed by Minnesota Statutes, section 3.736.

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, without STATE waiving its sovereign immunity, 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.

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Signature Page Follows

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

COUNTY NAME **AITKIN**

SIGNATURE of Person Authorized to Execute Agreement on Behalf of County

Date

Mark Wedel

Printed Name

Board Chair

Title

 Cynthia Bennett
SIGNATURE of County Director, Child Support Division or County Director, Human Services Department

 12-12-17
Date

Cynthia Bennett

Printed Name

Health & Human Services Director

Title

Approved By:

SIGNATURE of Director, Child Support Division Minnesota Department of Human Services

Date

Jeffrey J. Jorgenson
Printed Name

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 _____ Date: _____
(Signature of Official Authorized to Sign Application)

Mark Wedel

Board Chair

Print Name

Title

For: **AITKIN**

Name of Provider County

Child Support

Title of County Program

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 C.F.R., 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 C.F.R., 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.

ATTACHMENT A

CY 2018-2019 IV-D CHILD SUPPORT COOPERATIVE ARRANGEMENT

WITH

**AITKIN COUNTY OFFICES OF HUMAN SERVICES,
COUNTY SHERIFF and COUNTY ATTORNEY**

The **AITKIN COUNTY** Office of Human Services (hereinafter "COUNTY") and its designated Child Support Office (hereinafter referred to as "County IV-D Agency or IV-D Agency") and the **AITKIN COUNTY** Attorney (hereinafter, "County Attorney"), and the **AITKIN COUNTY** Sheriff (hereinafter "County Sheriff") hereby enter into the following Cooperative Arrangement.

RECITALS

Whereas, the COUNTY and its County IV-D Agency, according to Minnesota Statutes, section 393.07, subdivisions 2 and 3 and through their Cooperative Agreement with the Minnesota Department of Human Services, are responsible for operation of child support services;

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

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

Whereas, the County Sheriff is willing and able to perform activities necessary to the operation of the child support enforcement program under Title IV-D of the Social Security Act;

Whereas, the above-referenced entities enter into this Cooperative Arrangement 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; and

Whereas, Title IV-D of the Social Security Act, Public Law 93-647, as amended, and 45 C.F.R., section 303.107 require a Cooperative Arrangement between the COUNTY and the other county entities that are a party to this Cooperative Arrangement, namely the County Attorney and the County Sheriff, in order to compensate said county entities with respect to reimbursement for costs incurred in providing services necessary to operate the child support enforcement system under Title IV-D of the Social Security Act.

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

I. GENERAL TERMS

- A. **Duration of Arrangement.** It is agreed that this Cooperative Arrangement will commence on **January 1, 2018**, and will expire on **December 31, 2019**. The Cooperative Arrangement may be terminated earlier upon sixty (60) days written notice to all other parties. This Cooperative Arrangement shall be renewed upon written agreement of all parties.
- B. **Effective date for payment of federal funds.** The effective date of this Cooperative Arrangement for the payment of federal funds is the first date of the quarter in which the COUNTY, County Attorney, and County Sheriff obtain all required signatures.
- C. **Purpose.** The purpose of the child support program is to establish paternity and secure financial support for minor children who are living apart from one or both parents as more fully set forth in Title IV-D of the Social Security Act. In order to meet this purpose, this Cooperative Arrangement establishes procedures for the provision of services to the child support program by the County Attorney, and the County Sheriff.
- D. **Parties.** "Parties" means the COUNTY and the Cooperating Agencies. "Cooperative Agency" is defined in the Cooperative Agreement.
- E. **STATE.** "STATE" means the Minnesota Department of Human Services, Child Support Division.
- F. **DHS.** "DHS" means the Minnesota Department of Human Services.
- G. **CSD.** "CSD" means the STATE's Child Support Division.
- H. **Duties.** The specific duties of each Party are set forth more fully below. This Cooperative Arrangement also provides for reimbursing administrative costs in accordance with federal regulations and state policy.
- I. **Amendments.** Any amendment to this Cooperative Arrangement must be in writing and will not be effective until it has been executed and approved by the same parties who executed and approved the original Cooperative Arrangement, or their successors in office. Any amendment of this Cooperative Arrangement must be sent to the DHS' Director of the Child Support Division.
- J. **Records.** The parties will maintain all records, including financial records, related to all services provided under this Cooperative Arrangement for the longer of six (6) years following the end date of this agreement or as otherwise provided by law. Record maintenance will be in accordance with all federal, state, and local records retention policies, reporting and safeguarding requirements. Records related to services provided under this Cooperative Arrangement will be made available and subject to state and federal review and audit.

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

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

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

- K. **Applicable Laws and Policies.** All Parties will comply with Title IV-D of the Social Security Act and all applicable federal laws, regulations, action transmittals, and other directives, instructions, and requirements of the United States Department of Health and Human Services, Office of Child Support Enforcement, including but not limited to, applicable federal and state information privacy laws. All parties will comply with other applicable state statutes governing the child support program; state child support procedures; and applicable Minnesota laws and statutes.

1. Policy Dispute

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

a. CARC Review

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

b. Procedure

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

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

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

- L. **Monitoring and Corrective Action.** The COUNTY's performance, as set forth in this Cooperative Arrangement, may be monitored by the STATE as needed to ensure effective implementation of its terms and to identify problems that affect the delivery of services covered by the Cooperative Arrangement. The STATE may direct the COUNTY to develop corrective action plans as necessary to avoid fiscal sanctions, which may result if the COUNTY does not meet its obligation under this Cooperative Arrangement. The COUNTY must notify the STATE of conditions that have caused or may hinder its ability to meet its obligations under this Cooperative Arrangement. The COUNTY will develop corrective action plans and comply with them. The Cooperating Agencies agree to comply with any state or federally approved corrective action plans.
- M. **FFP Reimbursement for Child Support Activities.** The COUNTY agrees to comply with the provisions of 45 C.F.R., section 304.21, federal financial participation (FFP), in the costs of Cooperative Arrangements, as a condition for FFP. The COUNTY may be reimbursed for administrative expenses incurred as a result of the activities performed under this Cooperative Arrangement. Said reimbursement shall not exceed the percentage set by federal regulations or state statutes, and it may change during a given calendar year.

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

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

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

II. Information Privacy

The requirements contained in the *Information Privacy and Security Agreement* (IPSA) that has been separately executed by COUNTY and DHS, and any successor agreement thereto, are hereby incorporated by reference into and made part of this Cooperative Arrangement. The Parties to this Cooperative Arrangement agree that the IPSA governs the Parties' access, use, disclosure of, and responsibilities for protected information (as defined in the IPSA) administration of the Parties' administration of relating to the Title IV-D of the Social Security Act.

Additionally, the Parties agree to comply with the following provisions:

- A. **Confidentiality.** The information exchanged under this Cooperative Arrangement shall not be disclosed to individuals or agencies other than as provided in 45 C.F.R. sections 202.50 and 303.21, and as provided by the laws of the State of Minnesota. Information exchanged under this Cooperative Arrangement will only be used to promote or support the administration of programs authorized to share information under Title IV-D of the Social Security Act.

- B. **Data Privacy.** For purposes of executing its responsibilities and to the extent set forth in this Cooperative Arrangement, all of the Parties to this Cooperative Arrangement shall be part of the “welfare system,” as defined in Minnesota Statutes, section 13.46, subdivision 1. To the extent permissible by law, each Party’s employees and agents will have access to private or confidential data maintained by the other Parties to the extent necessary to carry out COUNTY’s responsibilities under this Cooperative Arrangement.
- C. **Duty to ensure proper handling of protected information.** The COUNTY shall be responsible for training its employees (and employees of (a) the County Human Services Agency, (b) the County Attorney’s Office, and (c) the County Sheriff’s Department) who are authorized to access and use protected information collected under the terms and for the purposes specified in this Cooperative Arrangement. This responsibility includes ensuring that staff are properly trained and comply with the following:
1. The Minnesota Government Data Practices Act (MGDPA), Minnesota Statutes Chapter 13, in particular, section 13.46 (welfare data);
 2. Security and Confidentiality of Department of Public Safety Driver and Vehicle Service (DVS) data;
 3. Internal Revenue Service (IRS) procedures and safeguards for the confidentiality and security of IRS sourced data under 26 United States Code, sections 6103 and 7213, and the penalties for misuse of IRS sourced data, under 26 United States Code, sections 7213 and 7431, and 26 Code of Federal Regulations, section 301.6103(n)-1,
 4. Federal Parent Locator Service and Child Support Program information privacy and safeguards, including information derived from the National Directory of New Hires, the Debtor File, and the Federal Case Registry, and the Federal Privacy Act; and
 5. Any other applicable state and federal statutes, rules, regulations, and agreements affecting the collection, storage, use and dissemination of private or confidential information.
- D. **Minimum necessary access to protected information.** The Parties shall comply with the “minimum necessary” access and disclosure standards set forth in the MGDPA. The accessing, use, and disclosure of protected information is limited to “that necessary for the administration and management of programs specifically authorized by the legislature or local governing body or mandated by the federal government.” Minnesota Statutes, §13.05, subd. 3.
- E. **Each party shall.**
1. Maintain appropriate safeguards to prevent inappropriate access, use, or disclosure of protected information by its employees other than as provided for by this Cooperative Arrangement or as otherwise required by law;
 2. Immediately report any inappropriate access, use, disclosure, or unauthorized access to protected information not authorized by this Cooperative Arrangement of which it becomes aware;
 3. Ensure that any agents (including subcontractors), analysts, and others to whom

it provides private or confidential data, agree to be bound by the same restrictions, conditions, and training that apply to it with respect to such information;

4. At termination of this Cooperative Arrangement, extend the protections of this Cooperative Arrangement to protected information collected during the course of this Cooperative Arrangement.

F. *Family Violence Indicator.*

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

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

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

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

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

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

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

III. PROVISION OF LEGAL SERVICES

A. *Duties of the COUNTY.* The COUNTY shall:

1. Refer appropriate cases to the County Attorney as provided for in federal regulations, state law, and policy.

2. Supply the County Attorney with appropriate information as provided for and defined in the federal regulations, the IV-D Program, the State Plan for Support Collection and Establishment of Paternity under Title IV-D of the Social Security Act, and state policy in accordance with DHS Child Support Division Program Manuals (DHS eMILO and SIR MILO) and other program instructions DHS may release from time to time.
3. Assist the County Attorney and the courts in carrying out programs for establishing paternity and securing support for children from legally liable persons.
4. Notify the County Attorney about failures to comply with court-ordered child support and maintenance whenever legal action appears necessary.
5. Consult with the County Attorney about any issues of law that may arise should the COUNTY need legal advice or counsel.
6. Assist in the service of process when the opportunity occurs to serve process before referral to the County Sheriff or other contracted process server.
7. Reimburse the County Attorney for providing services as specified in this Arrangement to the extent these services are federally required activities and services as provided in federal regulation and the IV-D Program.
8. Take any actions necessary to assist the County Attorney in meeting the federally mandated performance standards as set forth below.

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

1. Take appropriate legal action, including making court appearances, to carry out the IV-D Program. The County Attorney agrees that the functions performed and services provided shall be performed in accordance with Title IV-D of the Social Security Act and all applicable federal laws, regulations, action transmittals, and other directives, instructions, and requirements of the United States Department of Health and Human Services, Office of Child Support Enforcement, including but not limited to, applicable federal and state information privacy laws. All Parties will comply with other applicable state statutes governing the child support program; state child support procedures; and applicable Minnesota statutes. The County Attorney agrees that disagreements over policy and procedure shall be handled through the CARC via section I, paragraph H of this arrangement or through the procedures in sections 3.1.1 of the Cooperative Agreement between the STATE and the COUNTY.
2. Review evidence and determine the adequacy of the evidence for court action.
3. Act on behalf of another COUNTY or Tribal IV-D Program or County Human Services Department upon their mutual agreement or as provided by state law or policy.
4. Counsel and advise the COUNTY with regard to issues of law and procedure and act as legal advisor for the COUNTY pursuant to Minnesota Statutes, chapter 388. The County Attorney will refrain from acting as counsel for or providing legal advice to applicants or recipients of IV-D services.
5. Inform the COUNTY of statutory and case law changes that may affect the COUNTY in any of its child support enforcement functions.

6. With the COUNTY, notify the CSD Division Director within seven (7) calendar days of any IV-D case that is appealed to the Minnesota Court of Appeals, the Minnesota Supreme Court, or federal court by either one of the case parties or the COUNTY. The STATE will review the appeal and consult with the County Attorney and the Office of the Attorney General as necessary.
7. In coordination with the COUNTY, report to the CSD Division Director within seven (7) calendar days of becoming aware of any child support judgments that call into question the constitutionality or enforceability of child support statutes or program instructions.
8. Retain records and make reports to the COUNTY, DHS, the court and law enforcement agencies as required by federal regulations and state policies for the effective and efficient administration of the IV-D Program.
9. Fully cooperate with the COUNTY and DHS with respect to the monitoring and evaluating activities pertaining to this Cooperative Arrangement.
10. Dedicate the necessary staff and equipment necessary to meet the performance standards set forth below.
11. Determine whether handling any particular case would constitute a conflict of interest or otherwise be professionally improper. If so, the County Attorney may select another attorney to handle the case at the same compensation rate as provided in this Cooperative Arrangement. The County Attorney shall require and ensure that the other attorney complies with the terms and conditions of this agreement.
12. Sign off, along with the COUNTY, on any corrective action plans developed as a result of deficiencies noted during a county review.
13. Prepare pleadings, including summons, petitions, orders to show cause, motions, and other necessary legal documents. Utilize relevant PRISM documents as consistent with eFiling and eService requirements. Draft interim orders. Prepare court orders, temporary orders, and judgments as necessary.
14. Cooperate with county, tribal, and state-operated economic support agencies, and all other agencies managing or operating federal or state programs, in administering the requirements of the IV-D Program.
15. Attend, if available, relevant training sessions provided by the COUNTY or the STATE.
16. Meet with the COUNTY Child Support Director as requested regarding policy and procedural issues.

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

1. In recognition of the Family Support Act of 1988, Public Law 100-485, and the requirements of the Personal Responsibility and Work Opportunity Reconciliation Act of 1996, Public Law 104-193, the COUNTY and County Attorney will collaborate to meet the federally determined time limits for services as set forth by federal law and in accordance with Minnesota law, regulations, and policy. The federal time limits (including, but not limited to, those found at 45 C.F.R., sections 303.2 through 303.11; 303.30 through 303.31; 303.72; 303.100 through 303.102;

305.20; 42 U.S.C., sections 453A and 466(a)(10)) will be the primary standard against which performance under this Cooperative Arrangement will be measured.

2. Promptly notify the COUNTY of any actions that the COUNTY must take in order for the County Attorney to meet these performance standards.
3. Communicate with the COUNTY concerning child support cases prior to hearings;
4. Communicate, to the extent practicable, with opposing counsel prior to hearings;
5. Reserve, to the extent that it is within the County Attorney's control, the necessary time and resources necessary to effectuate the timely resolution of child support legal issues;
6. Meet all timeframes for taking legal actions and establishing and enforcing orders as set forth in the federal regulations and state policies, recognizing exigent circumstance.
7. Cooperate with the COUNTY to meet federal timeframes for IV-D Program services:
 - i. Within ninety (90) calendar days of locating the alleged father or noncustodial parent, establish paternity and establish an order for support or complete service of process necessary to commence proceedings.
 - ii. For cases in which service of process is necessary, establish paternity and establish an order for support:
 - Within six (6) months in 75% of the cases, and
 - Within twelve (12) months in 90% of the cases.
 - iii. From the date of service of process:
 - Within one hundred eighty (180) calendar days of receiving a request for review or locating the non-requesting parent, review and adjust the order or determine that the order should not be adjusted.
8. Comply with the Civil Rights Compliance standards for agencies that deliver services under Cooperative Arrangement with or sub-contracts/Cooperative Agreements with DHS.

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

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

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

eligible IV-D cases less than 100% of the time, the attorney and staff time may be accounted for in one of two ways:

- i. *Hourly Cost Method.* The County Attorney may track County Attorney and support staff time on an hourly basis; OR
 - ii. *Time Study/Salary Method.* The County Attorney may use a periodic time study to determine the proportion of time the County Attorney staff spends on IV-D Program activity versus all other activity. The office must regularly complete time studies. The study will be completed as follows:
 - a. All County Attorney staff providing IV-D Program services will complete a week-long time study each month. The study will record time spent on IV-D Program activity.
 - b. The results of each study will determine that percentage of time spent per staff person for IV-D Program services in relation to that person's total hours worked per month.
 - c. Reimbursement will be determined by applying the percentage of time determined to have been used for IV-D Program activity for an individual staff member to that individual's direct salary and benefits costs.
2. **County Attorney Costs:** The County Attorney must track and account for costs expended on IV-D cases. Direct costs must be accounted and claimed. Indirect costs may be claimed in accordance with Federal Regulations, 22 C.F.R., section 225, and OMB circular A-87, but the County Attorney, in cooperation with the COUNTY, must ensure that indirect costs are not double counted (i.e. claimed by both the COUNTY and County Attorney).

Reimbursement Estimate to the County Attorney:

The amount budgeted for eligible IV-D cases services provided by the County Attorney to the COUNTY in the budget year preceding this contract was 28000 .

Note: Estimated County Attorney costs may be calculated using the prior budgeted amount identified above, increased by a cost of living adjustment of 3% per year.

The total estimated County Attorney costs for each of the applicable COUNTY budget years of this contract are as follows:

2018: total estimated cost of \$ 28,000
2019: total estimated cost of \$ 28,000

If the estimated County Attorney costs in either of the contract years stated above are expected to exceed the budgeted amount in the preceding COUNTY budget year by more than 3%, please provide a brief explanation below.

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

E. Reimbursement Terms to the County Attorney.

1. The County Attorney will submit quarterly statements to the COUNTY for all reimbursements requested for the services provided in this Cooperative Arrangement.
2. Upon receipt, the COUNTY shall make payment in its usual and customary manner.
3. If the COUNTY determines that the County Attorney is not meeting the terms of this Cooperative Arrangement in any way, the payment to the County Attorney will not be made until it is determined by the COUNTY that the deficiency has been corrected. These deficiencies may include failure to perform (without good cause) within the parameters of the performance standards set forth in Section III, paragraph C of this Cooperative Arrangement, and delinquent or incorrect submission of required reports, violation of federal or state law, or repeated failure to perform (without good cause) within the parameters of the performance standards and other specified requirements of this Cooperative Arrangement.

IV. PROVISION OF SERVICES BY THE COUNTY SHERIFF

A. Duties of the COUNTY. The COUNTY shall:

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

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

1. Process Service:
 - a. Upon request, provide services to the COUNTY by performing service of process in Title IV-D cases, including, but not limited to, the service of summons, complaints, orders to show cause, motions, court orders, subpoenas, warrants, and writs of attachment.
 - b. Make diligent attempts to serve legal papers on IV-D participants believed to be residing in the county.
 - c. Document all service of process and attempted service of process by providing a proof of (attempted) service in the form of a server's affidavit or certificate of service. The affidavit or certificate must state the date, time and place of service, whether the respondent was personally served. For serving a summons, the server must also endorse the summons and indicate thereon the time and date, the place and manner of service, and upon whom service was made.
2. Execution of Warrants
 - a. Check the records for outstanding child support warrants, whenever civil papers are served on any person or an arrest is made for any reason.

- b. With due diligence, execute bench warrants, and orders for arrest or commitment in IV-D cases. If there are questions about the validity of said orders or the identity of the party, contact the COUNTY immediately.
 - c. Return all withdrawn IV-D warrants to the COUNTY.
 - 3. Locate Services: Respond to COUNTY requests for location information by accessing available resources, such as the Minnesota Bureau of Criminal Apprehension, Crime Information Bureau and out- of-county and out-of-state law enforcement agents.
 - 4. Security Services
 - a. To provide a bailiff to be present at IV-D hearings as requested by the COUNTY, the County Attorney, or as ordered or directed by the court.
 - b. Upon request, provide special security service to the COUNTY and to the courts.
 - c. Escort respondents who are in custody to hearings scheduled by the COUNTY and arrange for transportation of persons arrested in other counties.
 - 5. Other Services
 - a. Provide daily jail and Huber (work release) rosters, and upon request, provide information to COUNTY about inmates' dates of incarceration, employment status, address information and any other relevant information.
 - b. Upon request, meet with the COUNTY Child Support Director regarding policy and procedural issues.
 - c. Ensure equal opportunity and equal access in service delivery. This includes the use of interpreters or procedures for acquiring translation and interpretation services when needed and the provision of reasonable accommodations or aids for people with disabilities.

C. *County Sheriff's Department Standards of Performance.*

- 1. Process Service
 - a. Execute due diligence by making at least three attempts to serve the respondent at each possible location furnished by the COUNTY. The County Sheriff may make fewer than three service attempts at a particular location, if, after attempting service, it is determined that further attempts at that particular location would be futile.
 - b. Effectuate service of process to meet due process requirements as set forth under Minnesota statutes
- 2. Execution of Warrants
 - a. With due diligence, execute bench warrants and arrest/commitment orders in IV-D cases.
 - b. If there are questions about the validity of any warrant or the identity of the party, contact the COUNTY within ten (10) days.

- c. Return all withdrawn IV-D warrants to the COUNTY within ten (10) days of withdrawal.

3. Locate Services

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

4. Security Services

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

5. Other Services

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

D. *Reimbursement to the County Sheriff.*

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

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

Reimbursement Estimate to the County Sheriff:

The amount budgeted for eligible IV-D cases services provided by the County Sheriff to the COUNTY in the budget year preceding this contract was

1500

The total estimated County Sheriff costs for each of the applicable COUNTY budget years of this contract are as follows:

Note: Estimated County Sheriff costs may be calculated using the prior budgeted amount identified above, increased by a cost of living adjustment of 3% per year.

2018: total estimated cost of \$ 1,500

2019: total estimated cost of \$ 1,500

If the estimated County Sheriff costs in either of the contract years stated above are expected to exceed the budgeted amount in the preceding COUNTY budget year by more than 3%, please provide a brief explanation below.

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

E. Reimbursement Terms to the County Sheriff.

1. The County Sheriff will submit monthly statements to the COUNTY for all reimbursements requested for the services provided in this Cooperative Arrangement.
2. Upon receipt, the COUNTY shall make payment in its usual and customary manner.
3. The County Sheriff is responsible for assuring that the expenses claimed are in accordance with the federal regulations for claiming FFP reimbursement for activities in the child support enforcement program. Reimbursement is limited to reimbursement for activities and services that are required or allowed by law.
4. If the COUNTY determines that the County Sheriff is not meeting the terms of this Cooperative Arrangement in any way, the payment to the County Sheriff will not be made until it is determined by the COUNTY that the deficiency has been corrected. These deficiencies may include failure to perform (without good cause) within the parameters of the performance standards set forth in Section IV.C., delinquent or incorrect submission of required reports, violation of federal or state law, or repeated failure to perform (without good cause) within the parameters of the performance standards and other specified requirements of this Cooperative Arrangement.

V. CERTIFICATION REGARDING DEBARMENT AND SUSPENSION

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

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

Instructions for Certification:

1. By signing and submitting this Cooperative Arrangement, the prospective lower

tier participant is providing the certification set out below.

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

9. Except for transactions authorized under paragraph five of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under Title 48 of the C.F.R., part 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

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

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

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SIGNATURE PAGE FOLLOWS

COUNTY ATTORNEY AND SHERIFF'S OFFICE BUDGET EXPLANATION

Effective January 1, 2018, the Sheriff's Office is reimbursed at the rate of \$60 per service of process, flat rate regardless of distance. This is an approximate industry average for government and private entities.

Effective January 1, 2018, County Attorney reimbursement shall be \$95 per hour, and cost calculation is an approximation of a combined hourly salary/benefit costs for a IV-D attorney and secretarial staff person, and reflects an approximate industry average of counties of similar population as Aitkin. Cost is billed by ¼ hour increments, case specific, and submitted for payment on a quarterly basis.

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

Parties:

AITKIN COUNTY

COUNTY NAME

Cynthia Bennett
SIGNATURE of Person Authorized to Execute Arrangement on Behalf of County

12-17-17
Date

Cynthia Bennett

Printed Name

Health & Human Services Director
Title

James Ratz
County Attorney Signature
(REQUIRED ON ALL ARRANGEMENTS)

12/08/2017
Date

James Ratz

Printed Name

Scott Turner
County Sheriff Signature
(REQUIRED ON ALL ARRANGEMENTS)

12-10-17
Date

Scott Turner

Printed Name

Approved By:

Signature of Director, MN Child Support Division
Minnesota Department of Human Services

Date

Jeffrey J. Jorgenson

Printed Name



Aitkin County Health & Human Services

204 FIRST STREET NW
AITKIN, MINNESOTA 56431-1291
PHONE 1-800-328-3744 or 1-218-927-7200
FAX # 1-218-927-7210

AITKIN COUNTY HEALTH & HUMAN SERVICES ADVISORY COMMITTEE

Meeting Minutes

December 6, 2017

Committee Members Present:

Marlene Abear
Roberta Elvecrog
Carole Holten
Kevin Insley
Kristine Layne
Robert Marcum
Beverly Mensing
Joell Miranda
Jon Moen
Penny Olson

Commissioner Bill Pratt

Others Present:

Joel Hoppe

Guests:

Jessi Schultz, Child & Family Social Services Supervisor
Shawn Speed, Clerk to the Committee

Absent:

Amanda Voller
Joy Janzen
Kim Demenge
Commissioner Laurie Westerlund

I. Call to Order

- a. Roberta called to order the regular meeting of the Aitkin County Health & Human Services Advisory Committee at 3:33pm on December 6, 2017 at Aitkin County Health & Humans Services in the large conference room.

II. Approval of December 6, 2017 Agenda

- a. Carole motioned to approve the agenda, Beverly seconded the motion to approve the agenda as written, all members voting yes to approve the December 6, 2017 agenda.

III. Approval of minutes from November 1, 2017 meeting

- a. Bob motioned to approve the minutes, Joell seconded the motion, all members voting yes to approve the November 1, 2017 minutes.

IV. Committee Member Input / Updates – Must be informational in nature, relative to Aitkin County Health & Human Services and not exceed five minutes per person.

- a. Discussed current member terms and was discussed with members who are up whether they are wishing to be back next year.
 - i. We have 5 openings.
 - ii. Carol was given a form to reapply.
 - iii. Kristine arrived and handed in her forms to reapply.
 - iv. Roberta is going to contact the others who are up and see if they are interested in coming back or not.
- b. Was brought up, by Bob, to wait until the January meeting to really decide on the topics for each meeting since we will have new members who may have different ideas for topics.
- c. Bob mentioned that he had asked for some grant money for a person he knew and was turned down by Jessi Goble due to the fact that all of the help the person was given had created positive income for them and now had plenty of money to pay their bills and that it just goes to show that what we do for people has a very positive impact.

V. Child Protection – Jessi Schultz, Child & Family Social Services Supervisor

- a. Jessi will be introducing all of her staff at the January meeting.
- b. Noted that all of her work is mandated, either by state or federal government.
- c. Jessi went over her handout and her PowerPoint Presentation that is attached.
 - i. Roberta inquired as to what happens after normal business hours?
 - 1. Jessi answered that we cover 24-7 with an intake worker who is on call who screens the case and decides on the next steps.
 - ii. Carole asked whether there are many calls that are not true.
 - 1. Jessi replied that they definitely do get some, but more often than not, the calls that they find that are not true when they investigate them is because someone waited too long to call and so the problem has been resolved by the family or something else has happened.
 - iii. Carole also asked if all of our Social Workers are licensed.
 - 1. Jessi answered that they go through around 40 hours of intense online training and 3 days when they first start that is provided from DHS. They also go through annual training. Most people who are hired here do have some kind of background in social work in the first place.
 - iv. Kristine asked about how soon Social Services gets involved after they receive a call of a baby being born that has tested positive for drugs, etc.
 - 1. Jessi answered that they get involved as soon as they are notified by the hospital.
- d. Jessi added info about the Radiothon to End Child Abuse that was being held the 7th and 8th on various Brainerd and Aitkin radio stations.

VI. Comments:

- a. Feedback from the HHS Board Meeting – Marlene/Roberta – November 28, 2017
 - i. Marlene and Roberta talked about Erin Melz’s presentation on Community Health Boards and how they came about and that she mentioned she could do a similar presentation for the Advisory Board on CHB’s and Public Health.
- b. Committee Members scheduled to attend upcoming HHS Board meetings in 2017:

DECEMBER 19

Jon Moen

Kristine Layne

- c. Roberta talked about the proposed meeting schedule for 2018 and whether we need to meet every month besides July or if we could do without one or two others during the year and maybe run longer than we are currently and have two presenters sometimes.
 - i. Most members agreed that quarterly was too little and they would take it under advisement.
- d. The 2018 HHS Board Meeting sign-up sheet was passed around for members to sign up on.

VII. Adjournment

- a. Motion by Kristine to adjourn the meeting, seconded by Beverly, all members voting yes to adjourn the meeting at 4:56pm.

Roberta Elvecrog, Chairperson

Shawn Speed, Clerk to the ACH&HS Advisory Board

The following documents were included in the packet of information sent to the members for review prior to the meeting or distributed at the meeting:

- Copy of the agenda for the December 6, 2017 meeting.
- Copy of the minutes from the November 1, 2017 meeting.
- Copy of the November 28, 2017 H&HS Board meeting minutes.
- Copy of the Child Protection Process Handout and PowerPoint presentation.
- Copy of the 2018 H&HS Advisory Committee Meeting Schedule
- Draft of the 2018 H&HS Advisory Committee Topics for Discussion/Presentations
- Draft 2018 H&HS Board Meeting Schedule