

LEVEL B

CHILD SUPPORT ENFORCEMENT COOPERATIVE AGREEMENT

State of Missouri

Department of Social Services

Family Support Division

This agreement (“**AGREEMENT**”) is entered into between the State of Missouri, Department of Social Services, Family Support Division, Child Support Enforcement (FSD-CSE), hereinafter referred to as "**STATE**," and the

COUNTY of JACKSON

by their respective office holders, including the Prosecuting Attorney, Circuit Court Administrator and County Executive, hereinafter referred to inclusively as "**COUNTY**". For purposes of this **AGREEMENT**, **COUNTY** is designated as a Level B County. For the purposes of this **AGREEMENT**, unless the context hereof clearly indicates otherwise, the following words and terms shall have the following meanings:

1. “Jackson County FSD cases” shall be cases for support collection or paternity determination services under Title IV-D of the Social Security Act wherein the applicant is a resident of Jackson County or which would otherwise be assigned to the Kansas City offices of the Family Support Division under existing practice and procedures, except for Jackson County Prosecuting Attorney cases defined below.

2. “Jackson County Prosecuting Attorney cases” shall mean cases for support collection or paternity determination services under Title IV-D of the Social Security Act wherein the applicant is a Jackson County resident who as Head of Household has never received and is not receiving either cash or non-cash benefits or assistance under either Title IV-A or XIX of the Social Security Act nor has a prior companion TANF case as a result of prior IV-A eligibility on the part of the applicant or involved family.

3. "Referral" or "Referred Cases" shall mean any child support enforcement case under the state IV-D program sent to the Prosecuting Attorney by **STATE** for a requested action, as that term is defined in 13 CSR 30-2.010(1)(I), and shall include all cases requiring legal referral for "requested action" pursuant to the Missouri Child Support Enforcement Procedural Manual promulgated by the Family Support Division.

WHEREAS, the **STATE** has been delegated the responsibility for the development and administration of a statewide program to establish and enforce child support obligations; and

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

I. FISCAL RESPONSIBILITIES OF THE PARTIES

A. The **COUNTY** shall:

1. The **COUNTY** through their respective offices shall:

a) Appropriate to the Office of the Prosecuting Attorney a sum of monies sufficient for investigation and litigation of cases referred to that office by the **STATE**. Failure to appropriate resources sufficient to allow the Prosecuting Attorney to comply with the performance standards established by 13 CSR 30-2.010 shall be deemed a breach of this **AGREEMENT** and cause for its termination.

b) Furnish office space and other administrative requirements mandated by Section 454.405, RSMo, provided prior written approval is obtained from the **STATE** for any office space leased from the private sector. All space obtained from a private source shall be acquired in conformance with Sections 105.454, and 50.660, RSMo, and 13 CSR 40-3.010(5) (A).

c) Agree to maintain, as required by the **STATE**, all fiscal and other records necessary for reporting and accountability under federal regulations and action transmittals, including, but not limited to, 45 CFR 302.15 and OCSE-AT-77-3; all provisions of 13 CSR 30-2.020, 13 CSR 40-3.010, and 13 CSR 40-3.020; and, in addition thereto, records which reflect the direct and indirect costs expended in the performance of

this **AGREEMENT**. These records will be available to the **STATE**, State Auditor, Department of Social Services' Auditors, and/or federal officials for inspection and audit.

d) Retain all fiscal year records for a period not less than five (5) years, or for a period not less than specified in 13 CSR 40-3.020(1).

e) Submit monthly billings to the **STATE** for all actual and allowable direct and indirect expenditures incurred under this **AGREEMENT** for the preceding month. Allowable expenditures are **COUNTY** administrative costs eligible for federal financial participation under 45 CFR Part 304 and those eligible under state regulations. Claims will be documented and submitted in compliance with state regulations and shall be signed by an official of the **COUNTY** within the **COUNTY** who is a signatory to this **AGREEMENT** or by an individual designated in writing by one of these signatories.

f) Determine whether or not to claim indirect costs for IV-D reimbursement and if claiming indirect costs, present to the **STATE** for its review and approval, a cost allocation plan prepared in accordance with applicable state and federal regulations and federal action transmittals pertaining thereto, if indirect costs are to be claimed. The **STATE** will review the plan for compliance with federal directives and state regulations, will advise the **COUNTY** regarding any area of possible non-compliance, and make reimbursement on the basis of an approved plan.

g) Obtain written approval for participation from the **STATE** prior to purchasing, for use in carrying out this **AGREEMENT**, tangible personal property with an acquisition cost of \$2,500.00 or more per unit as specified in 13 CSR 40.3.010.

h) Ensure that none of the amounts certified for use pursuant to this **AGREEMENT** are federal funds, with the exception of federal revenue-sharing funds, which are available for this purpose.

i) Ensure that should any claimed expenditures for federal financial participation be subsequently disallowed by the Missouri State Auditor, by Department of Social Services' Auditors, or by the United States Department of Health and Human Services (DHHS), the **COUNTY** shall reimburse the **STATE** in a timely manner for the full amount of any such disallowance. The **STATE** may utilize subsequent claims for reimbursement and/or incentives under this or subsequent **AGREEMENTS** to offset the disallowance. The repayment period shall not exceed twelve (12) months from the date of

notification of the disallowance to the **COUNTY** by the **STATE** unless prior written approval to extend the repayment period is granted by the **STATE**.

j) Establish and implement procedures to ensure that every individual who, as a regular part of his or her employment, receives, disburses, handles, or has access to or control over funds collected pursuant to this **AGREEMENT** is covered by a bond in an amount sufficient to indemnify the **STATE** against loss resulting from employee dishonesty.

k) Establish and implement procedures, consistent with generally accepted accounting principles, to ensure that individuals responsible for handling cash receipts of support payments do not participate in accounting or operating functions that would permit them to conceal in the accounting records the misuse of support payment receipts.

l) Comply with the 1964 Civil Rights Act, as amended: Section 504 of the Rehabilitation Act of 1973; the Age Discrimination Act of 1975; the Omnibus Reconciliation Act of 1981 and the Americans with Disabilities Act of 1990 and all other applicable federal and state laws that prohibit discrimination in the delivery of services on the basis of race, color, national origin, age, sex, handicap disability or religious beliefs. The **COUNTY** likewise agrees to comply with Title VII of the Civil Rights Act of 1964 which prohibits discrimination in employment on the basis of race, color, national origin, age, sex, handicap, disability and religious beliefs. The **COUNTY** further agrees to comply with Public Law 100-690, the Omnibus Drug Initiative Act of 1988.

2. The Prosecuting Attorney's Office shall:

a) Estimate the total **COUNTY** expenditures during the period covered by this **AGREEMENT** for both Jackson County Prosecuting Attorney cases and those referred cases to **COUNTY**. The estimated amount is \$ 4,601,221.22. This estimate is made to comply with 45 CFR 303.107 (d). The parties understand that this estimate shall neither authorize nor limit any particular expenditure nor level of expenditures. The **COUNTY** shall also comply with 13 CSR 30-9.010(4), which require counties to submit an annual budget before the 1st day of July for the upcoming calendar year. The documents will be submitted to the County Reimbursement Unit, Family Support

Division-Child Support Enforcement, PO Box 2320, Jefferson City, MO 65102-2320 and by email to the County Reimbursement Manager by July 1 of each year.

b) Hire for the purpose of fulfilling the responsibilities of Section 454.405, RSMo, and this **AGREEMENT**, additional staff, such as assistant prosecuting attorneys, clerical, investigative, or administrative, after first obtaining prior written approval from the **STATE** for additional staff employed by the **COUNTY** in carrying out the responsibilities defined in this **AGREEMENT** and for which federal financial participation is available.

c) Obtain written approval for reimbursement from the **STATE** prior to incurring IV-D out-of-state travel expenses as specified in 13 CSR 40-3.010(3)(G). Prior approval for reimbursement is not required for any in-state training provided by the **STATE**, the federal child support agency, other child support organizations, including the Missouri Child Support Enforcement Association (MCSEA), or the Missouri Office of Prosecution Services (MOPS)/ Missouri Association of Prosecuting Attorneys (MAPA) bi-annual training conferences, provided that attendance is specific to training or discussions related to the child support program. If the subject matter is determined to be sufficiently program-related, the director of the Family Support Division (or his/her designee) will approve reimbursement at the current FFP rate. Reimbursement for any travel expense shall be subject to the limitations set by the **STATE** for its own employees.

d) Notify the **STATE** within thirty (30) days of all new hires and terminations of staff carrying out the responsibilities defined in this **AGREEMENT** and for which federal financial participation is available.

e) Understand and agree that the **AGREEMENT** will involve the use of federal Title IV-D funds. Therefore, the following paragraphs shall apply:

(1) In performing its responsibilities under the **AGREEMENT**, the **COUNTY** shall fully comply with the following Office of Management and Budget (OMB) administrative requirements and cost principles, as applicable, including any subsequent amendments:

(a) Uniform Administrative Requirements - A-102 - State/Local Governments; 2 CFR 215 - Hospitals, Colleges and Universities, For-Profit

Organizations (if specifically included in federal agency implementation), and Not-For-Profit Organizations (OMB Circular A-110).

(b) Cost Principles – 2 CFR 225 – State/Local Governments (OMB Circular A-87); A-122 - Not-For-Profit Organizations; A-21 - Colleges and Universities; 48 CFR 31.2 - For-Profit Organizations; 45 CFR 74 Appendix E – Hospitals.

(2) The **COUNTY** shall comply with the requirements of the Single Audit Act Amendments of 1996 (P.L. 104-156) and Circular A-133, including subsequent amendments or revisions, as applicable or 2 CFR 215.26. A copy of any audit report shall be sent to the **STATE** each contract year if applicable. If it is determined that the **COUNTY** is so mandated, a copy of such audit must be submitted to the **STATE**, specifically to the County Reimbursement Unit, Family Support Division, Child Support Enforcement, P. O. Box 2320, Jefferson City, MO 65102-2320, within thirty (30) days of completion and by e-mail to the County Reimbursement Manager. The **COUNTY** shall return to the **STATE** any funds disallowed in an audit of the contract pursuant to Section I.A.1.i of this **AGREEMENT**.

(3) If the **COUNTY** is a sub-recipient as defined in OMB Circular A-133, Section 210, the contractor shall comply with all applicable implementing regulations, and all other laws, regulations and policies authorizing or governing the use of any federal funds paid to the contractor through the contract.

(4) The **COUNTY** will maintain expenditure and claim documentation in accordance with the requirements specified in Attachment A.

3. The Circuit Court Administrator's Office shall estimate the total expenditures during the period covered by this **AGREEMENT**. The estimated amount is \$ 200,960.00 . This estimate is made to comply with 45 CFR 303.107 (d). The parties understand that this estimate shall neither authorize nor limit any particular expenditure nor level of expenditures. The **COUNTY** shall also comply with 13 CSR 30-9.010(4), which require counties to submit an annual budget before the 1st day of July for the upcoming calendar year. The documents will be submitted to the County Reimbursement

Unit, Family Support Division-Child Support Enforcement, PO Box 2320, Jefferson City, MO 65102-2320 and by e-mail to the County Reimbursement Manager by July 1 of each year.

B. FISCAL RESPONSIBILITIES—THE STATE SHALL:

1. Reimburse **COUNTY** pursuant to state and federal law and regulation, specifically 45 CFR 304.21 and 13 CSR 40-3.010, from funds received from the federal government and/or state general revenue at the applicable rate for expenditures incurred in providing the services specified in this **AGREEMENT**, not to exceed the approved budget amounts of the **COUNTY**.

a) The “total not to exceed” budget limit set in this **AGREEMENT** shall apply to the sum of direct and indirect cost reimbursements claimed by the **COUNTY**.

(1) Pursuant to Section I.A.1.f., indirect costs may be claimed pursuant to an indirect cost plan submitted by the **COUNTY** and approved by the **STATE**.

(2) **COUNTY** indirect cost reimbursements shall be limited to the lesser of the administrative rate established by the State of Missouri, Department of Social Services, for its contracts with other governmental entities (currently 8%) or the indirect cost rate established by the **COUNTY’S** approved plan. The indirect cost rate shall be established as a percentage of total direct cost reimbursements. The administrative rate may be found in DSS Administrative Policy, Contractor Administrative Rates, Section 4—Payroll Information, Adm: 4-100, Issued 04/07/09.

(3) The **STATE** shall reimburse the **COUNTY** based upon a provisional indirect cost reimbursement plan as described below. These plans are due to the **STATE** no later than six (6) months from the end of the **COUNTY** fiscal year. A plan established provisionally shall be reconciled to actual costs no later than six (6) months from the date of receipt of the provisional by the **STATE**. The sum of indirect cost reimbursements made under the provisional plan and subsequent reimbursements based on reconciled actual costs shall not exceed 8% of total direct cost reimbursements for the budget period, and together those actual indirect and direct cost reimbursements shall not exceed the total budget set by this **AGREEMENT**.

- b) Reimbursements will, in all cases, be subject to an adjustment after a financial audit as stated in Section IV of this **AGREEMENT**.
- 2. Monitor the compliance of the financial arrangements.
- 3. Distribute incentive payments to the **COUNTY** pursuant to federal and state law regulations, specifically Sections 454.405, RSMo; 45 CFR 303.52; 45 CFR 304.12 and 13 CSR 30-9.010.
- 4. Provide to the **COUNTY** electronic budget forms by May 1 and any formula calculations to be used for the next calendar year by October 1 of each year, subject to the **STATE'S** ability to project available funding amounts.
 - a) Formula calculations shall include the methodology, definitions, and specific numbers applicable to the **COUNTY**.
 - b) The **COUNTY** shall have fifteen (15) days after receipt from the **STATE** to comment on the proposed calculation.
 - c) The **COUNTY** shall send any comments to their representative at MOPS and/or MAPA, and the MOPS and/or MAPA representatives shall have an opportunity to meet with the **STATE** in a timely manner before a final application of the formula is made to the budgets of the counties.

II. **AUTHORITY:** The **STATE** is vested with the sole ownership, control and authority of the IV-D program in Missouri. The administrative policies and procedures adopted by the FSD-CSE shall be controlling for all IV-D activities and purposes to be performed by the **COUNTY** defined herein. No provision of this **AGREEMENT** shall be construed to alter the statutory, constitutional or common law powers and duties of the Prosecuting Attorney, including but not limited to, the power to use his/her discretion in determining the course of action to be taken in a case.

A. **Outside Contracts:** The **COUNTY**, individually or in concert together shall not subcontract with any other business, organization or governmental body to perform any or all portions of this cooperative **AGREEMENT** without prior written approval from the **STATE**.

B. **Child Support Inquiries:** All outside inquiries (such as media, legislator, vendor, governmental agencies other than FSD-CSE) made to the **COUNTY** regarding the statewide child support program, its policies, procedures or performance shall be forwarded to the **STATE** for response.

COUNTY may respond appropriately to all outside inquiries made to the **COUNTY** regarding the county program and any case within said program. The **COUNTY** shall provide notice of a **COUNTY** program inquiry and its response immediately to the **STATE**. In matters where the **STATE** must send a formal response to an inquiry, the **STATE** may request that the **COUNTY** shall provide either a draft response or all necessary case information to the **STATE** in order for the **STATE** to formally respond within five days of the inquiry. The **STATE** will advise the **COUNTY** when requesting information that it is in relation to such a time-sensitive request. At the request of the **STATE**, **COUNTY** shall provide a written response to constituent, legislative or other inquires, and provide a copy to the **STATE** within five days of the **STATE'S** request. This section does not apply to inquiries made by custodial or non-custodial parents on their own cases.

III. OPERATIONS REQUIREMENTS

A. Services Provided

1. The Office of the Prosecuting Attorney shall on Jackson County Prosecuting Attorney cases provide the following full IV-D services on:
 - a. Intake / case initiation
 - b. Establish paternity and child support obligations, for children for whom no obligation exists, in full compliance with federal audit requirements, state child support guidelines and established state procedures and policies as set forth in the Procedural and Forms Manuals and MACSS Quick Reference Guide. Modify child support obligations in full compliance with federal audit criteria and established state procedures and policies as noted.
 - c. Enforce support obligations including spousal obligations and medical support obligations by all applicable means including, but not limited to, withholding of unemployment compensation benefits, certification for federal income tax interception, immediate income withholding, administrative process, state income tax withholding, liens against real and personal property, posting of bonds, reporting to consumer reporting agencies, placing liens on workers' compensation benefits, all in full compliance with federal audit criteria and established state procedures set forth in the Procedural and Forms Manuals and the MACSS Quick Reference Guide.
 - d. Provide support enforcement services to individuals pursuant to 45 CFR 302.31 and 45 CFR 302.33, and fully comply with federal audit requirements.

e. Cooperate with other states, tribes and countries with whom there is a Federal Reciprocating Agreement or with whom the **STATE** has a bilateral agreement, in full compliance with federal audit requirements.

f. Using resources available to the **COUNTY**, conduct manual location activities as needed to supplement the automated system's location activities in full compliance with federal audit requirements.

g. Using procedures established by the **STATE**, secure medical support information in accordance with 45 CFR 303.30, establish and enforce medical support obligations in accordance with sections 454.600 through 454.700, RSMo, and 45 CFR 303.32 and fully comply with federal audit requirements.

h. Using procedures established by the **STATE**, for cases requiring or requesting a review and adjustment, in accordance with 452.370, 454.400, 454.498 and 454.500, RSMo and fully comply with federal audit requirements.

2. **COUNTY** staff will attend training courses that are identified as mandatory training for **STATE** staff. **COUNTY** office managers will attend and participate in scheduled meetings for state managers when notified by the **STATE**.

3. The Office of the Prosecuting Attorney shall on referred cases from other FSD offices or the cases referred to them from their own staff for legal action:

a) Take all appropriate action pursuant to Chapters 210, 452 and 454 RSMo, on each case referred by the **STATE** within the times specified in 13 CSR 30-2.010. In the event that federal law or regulations require the **STATE** to meet stricter time requirements than those specified in 13 CSR 30-2.010 for any case action or outcome, this **AGREEMENT** shall require the Prosecuting Attorney to also meet the stricter federal requirements for the same case action or outcome upon notification of the change(s) in federal requirements by the **STATE**.

(1) Subject to prosecutorial discretion, such appropriate action shall include, but not be limited to the Prosecuting Attorney: filing a co-respondent petition when the custodial parent fails to cooperate in paternity action; pursuing arrears due the **STATE**, with or without the custodial parent's cooperation; and pursuing all enforcement referrals either criminally or civilly.

(2) If a referral is active, the Prosecuting Attorney will be responsible for all direct communication with the custodial parent, the non-custodial parent or

his/her attorney, if ethically appropriate, and for providing any and all information requested by the **STATE** to respond to inquiries by other parties.

(3) The Prosecuting Attorney shall use the Missouri Automated Child Support System (MACSS) to accept referrals from the **STATE**, record all IV-D activities deemed necessary by the **STATE**, and use MACSS to the extent necessary for the **STATE** to be able to determine whether or not the Prosecuting Attorney has complied with requirements of 13 CSR 30-2.010 solely by auditing MACSS case records. If an action was taken, but not documented in MACSS, the action will not be initially considered for the purposes of compliance review. However, if there is an audit finding of non-compliance, then the adverse audit finding may be timely rebutted by the **COUNTY** in an audit response. The **COUNTY** shall have the opportunity to present additional information to the auditor, and the auditor shall consider the additional information of the **COUNTY'S** compliance. The Prosecuting Attorney shall only return referrals to the **STATE** to the office which currently has the case per the MACSS. Referrals will be returned to the **STATE** due to a lack of jurisdiction, a conflict of interest, through mutual agreement with the **STATE** or if no reasonable legal remedy is presently available. In addition, the **COUNTY** may reject a referral if the referral packet is incomplete and the **STATE** fails to provide the necessary information requested by the **COUNTY** within fourteen (14) days. If the **COUNTY** returns or rejects a referral for any reason, that reason must be clearly documented in the MACSS diary. Referrals must be returned if requested by the **STATE** within fifteen (15) days of the **STATE'S** request.

(4) Referrals made by the **STATE** and accepted by the **COUNTY** for enforcement of existing orders should be retained and monitored by the Prosecuting Attorney for a period of not less than six (6) months after initial judicial action is completed to ensure compliance with the court's order or any agreement entered into between the Prosecuting Attorney and obligor. However, in the event that the obligor has complied with the court's order for a period of 3 consecutive months, within the 6 month period, the **COUNTY** can, at the Prosecuting Attorney's discretion, end and return the referral. In the event that the obligor is not

complying with the court's order it is the Prosecuting Attorney's obligation to take subsequent action to enforce the order within the six (6) month period. In situations where it is known that the obligor cannot make payments as ordered, due to circumstances beyond the obligor's control such as incarceration, disability, or the case is dismissed by the court, the **COUNTY** may end and return the referral. In other extenuating circumstances, the **COUNTY**, in mutual agreement with the **STATE**, may end and return the referral. In all situations, where the **COUNTY** ends and returns the referral, the Prosecuting Attorney must document the reason and appropriate information on the MACSS diary prior to closing and returning the referral.

(5) The Prosecuting Attorney shall have authority to forgive or reduce Unreimbursed Assistance paid by the **STATE** prior to the entry of an order for child support to the same extent as **STATE** personnel. The Prosecuting Attorney shall not have the authority to forgive or reduce any post-judgment principle or arrearages which have been assigned to the **STATE**. Under no circumstances shall the Prosecuting Attorney have authority to forgive or reduce child support judgments or arrearages due to the family.

(6) The Prosecuting Attorney shall seek a judgment against the non-custodial parent for the cost of genetic testing, paid directly or indirectly by the **STATE**, in all actions for a declaration of paternity and order for support, except in cases where the party has been excluded by genetic testing as the father of all of the children in the petition for whom an order is sought.

(7) The Prosecuting Attorney shall apply the child support guidelines pursuant to Supreme Court Rule 88.01 in all cases referred by the **STATE** to the **COUNTY** to establish a support obligation. The Prosecuting Attorney shall ensure that the subsequent written Order states the reasons if the ordered current child support amount is a deviation from the Form 14 admitted by the Court. Furthermore, in addition to forwarding a copy of the Order to the referring FSD, the Prosecuting Attorney shall make a special note in MACSS when any case's order for support is a deviation from the Form 14.

(8) The Prosecuting Attorney shall review its "Referral Checklist" on the DSS intranet site at least once per year by June 30. The Prosecuting Attorney must make any changes throughout the year as necessary on the checklist to reflect its Office's current practices and preferences as needed by contacting the Prosecuting Attorney MACSS Liaison at the Family Support Division.

b) Agree that the elected Prosecuting Attorney and his or her assistants in the **COUNTY** will not represent any interested party other than the **STATE** in any matter referred to the **COUNTY'S** Prosecuting Attorney's Office.

c) Report to the **STATE** on a quarterly basis the number of felony charges filed and the number of misdemeanor charges filed under Section 568.040, RSMo, as well as the number of felony and misdemeanor convictions obtained. The **COUNTY** will submit the report in a format and manner specified by the **STATE**.

d) Fully comply with all applicable federal program and audit requirements, whether or not incorporated by reference in this **AGREEMENT**.

e) The **COUNTY** may request referrals of any cases whenever it identifies enforcement possibilities which can be initiated by the **COUNTY**, and the **STATE** shall not initiate enforcement actions on such cases prior to referring the case to the **COUNTY**. If the **STATE** has already initiated enforcement action, upon receipt of the referral request, the **STATE** may decline the request processing the case.

2. The **COUNTY**, through their respective Circuit Court Administrator, shall:

a) Use MACSS to the extent required by Chapters 452 and 454 on all child support and/or spousal support cases. The Circuit Court Administrator shall enter such information as is required for the state case registry.

b) Provide the Bureau of Vital Records of the Missouri Department of Health and Senior Services with certified copies of all orders establishing paternity with accompanying instructions to enter the name of the father in the birth records pursuant to Section 454.485 RSMo.

c) Comply with 45 CFR Section 304.50 in such a manner that the **STATE** meets its state plan requirements for the federal Office of Child Support Enforcement (OCSE).

d) Respond to requests from FSD for copies, certified copies, and authenticated copies of orders within fourteen (14) days of receipt at no cost to the **STATE** or **COUNTY** pursuant to R.S.MO Section 454.445.

3. The **COUNTY**, through both the Prosecuting Attorney's Office and the Circuit Clerk/Administrator shall:

a) Use MACSS in performing, recording and maintaining automated IV-D case file and related IV-D information. The **COUNTY** understands that, prior approval notwithstanding, any costs incurred through the use or purchase of services, equipment or automated system equipment is not eligible for federal financial participation if, in the sole opinion of the **STATE**, such equipment duplicates services provided by the MACSS.

b) Certify that neither they nor their principals are 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** further agrees that it will not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the Department of Labor. By signing this **AGREEMENT**:

(1) **COUNTY** understands this certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 29 CFR Part 98 Section 98.510, Participants' Responsibilities;

(2) **COUNTY** certifies, by signing and submitting this **AGREEMENT**, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency; and

(3) **COUNTY** understands that if it is unable to certify to any of the statements listed in (b) above, it shall attach an explanation to this **AGREEMENT**.

c) Comply with the safeguarding and confidentiality requirements set forth in Section IV of this **AGREEMENT**.

4. **THE STATE SHALL:**

a) Refer appropriate IV-D cases to the Prosecuting Attorney for establishment, enforcement or modification.

b) Respond to information inquiries from the Prosecuting Attorney within fourteen (14) days of receipt thereof.

c) Provide federal and state parent locator services to the **COUNTY**, pursuant to Section 454.440, RSMo.

d) Upon filing with the Secretary of State, any proposed rule or regulation, notify each **COUNTY** signatory to this **AGREEMENT**, pursuant to Section 454.400, RSMo.

e) Provide MACSS and program training for **COUNTY** Prosecuting Attorney child support staff.

f) The **STATE** through the DSS Information Systems and Technology Division (ISTD) shall provide services to the **COUNTY** as follows: installation and problem resolution assistance for personal communication software; problem resolution assistance for MACSS-related printing problems; problem resolution assistance for Outlook e-mail as it relates to communication with the **STATE** on child support activities; and Microsoft Office Application assistance related to child support business.

g) The **STATE**, through the DSS ISTD, shall provide user ID's and passwords to prosecuting attorney staff needing access to state applications within 5 working days of receipt of the request for such access submitted via the online security access request through the FSD training unit.

h) The **STATE** will provide the Prosecuting Attorney or their designee the following information, in the same fashion and at the same time, as it is prepared and distributed to FSD personnel: FSD key personnel changes, statewide statistical data, annual federal audit compliance reports, MACSS changes, policy issued, all program-related information distributed to the staff supervisors or managers of FSD.

i) The **STATE** will measure performance of the **COUNTY** using data available from or extracted from MACSS or managed reporting

(1) The **STATE** will monitor the **COUNTY'S** administrative performance on the Jackson County Prosecuting Attorney cases in the following measures:

- a) Paternity Establishment
- b) Support Order Establishment Percentage
- c) Percentage of Paying Cases
- d) Collections on Current Support
- e) Cases with Collections on Arrears
- f. Cost Effectiveness

(2) The **STATE** will measure performance of the **COUNTY** based on pre-determined performance indicators for judicial performance on referred cases from other FSD offices or from their own staff for legal actions. These actions will be measured separately from the audit criteria as outlined in 13 CSR 30-2.010.

j) The **STATE** shall attempt to provide to the **COUNTY** the cooperative **AGREEMENT** and any supplemental agreements by June 1 of each year for signature by the **COUNTY** by the June 30 deadline.

(1) In the event of unavoidable delay by the **STATE** or the **COUNTY**, the **STATE** and **COUNTY** agree that the **STATE** shall continue to reimburse IV-D expenses actually incurred by the **COUNTY** as per the expiring cooperative agreement, but in no case shall the **STATE** reimburse a **COUNTY** without a new signed cooperative agreement for IV-D expenses incurred past September 30.

(2) In the case of an unavoidable delay by either the **STATE** or the **COUNTY**, the **STATE** and **COUNTY** shall agree that all other portions of the cooperative agreement are still in effect until the signature of the succeeding cooperative agreement or until September 30, whichever occurs first, subject to changes in state or federal law, regulation or policy which are in effect before the **AGREEMENT** is signed by both parties.

k) With regard to Jackson County Prosecuting Attorney cases, the **STATE** shall, within 5 working days of receipt of application of services of said case, forward the application for services to the Prosecuting Attorney, who shall thereafter be responsible for such further requirements of Section 303.2, as well as all other case responsibility as set forth in Section III.A.1. of this **AGREEMENT**. Jackson County Prosecuting Attorney

shall assume full responsibility for all cases in its load, including, but not limited to, the specific requirements as set forth in Section III.A.1 hereof.

B. Notice to the **COUNTY**-The **COUNTY** shall:

1. Understand and agree that because their Prosecuting Attorney employees are not employees of the **STATE**, they are not covered under the State Legal Expense Fund, Section 105.711. RSMo (Supp. 2003). **COUNTY** further understands and agrees that the **STATE** cannot save and hold harmless or indemnify any Prosecuting Attorney employees against any liability arising under this **AGREEMENT**. Any liability insurance that the **COUNTY** deems necessary must be procured at their own expense as part of the cost of providing services under this **AGREEMENT**.

2. Have ownership of all computer hardware, including, but not limited to, personal computers (PC's), printers, desktops, monitors, hubs, servers, uninterruptible power supplies, and tape drives. The **COUNTY** shall be responsible for providing maintenance, repair and/or replacement of the above-mentioned hardware and any inclusions. Any replacement equipment shall meet the minimum Department of Social Services' requirements. In order to be eligible for reimbursement by the **STATE**, the **COUNTY** shall request approval from the **STATE** in accordance with paragraph I.A.1.g of this **AGREEMENT**.

3. Ensure that claims for federal funds are in compliance with applicable federal regulations and audit requirements.

4. Maintain records as required by **STATE** and federal regulations, including 45 CFR 302.15 and 45 CFR Part 74, make such records available to **STATE** or federal personnel for the purpose of conducting audits and reviews, submit reports to the **STATE** upon request from the Director of the Family Support Division, and fully comply with all federal audit requirements.

5. Understand and agree that the funds available for use in this program are limited to monies received from the United States Department of Health and Human Services (DHHS) for operation of the Missouri State Plan for Child Support Enforcement under Title IV-D of the Social Security Act and are further limited by appropriation of general revenue funds and/or Child Support Enforcement Collections (CSEC) fund by the Missouri General Assembly and the availability of those funds. A reduction to the overall funding available for the Missouri **STATE** Child Support Enforcement program will be applied to this **AGREEMENT** as specified below:

a) Reductions in state appropriations for Child Support County Reimbursements: Legislative budget cuts, line-item vetoes, appropriation expenditure restrictions and/or CSEC fund shortfalls which reduce available funding for Child Support County Reimbursements shall be apportioned to all participating counties through a formula that considers the relative cost effectiveness of **COUNTY** programs and minimum funding standards to sustain efficiently-operated **COUNTY** programs.

b) It is understood by all of the parties to this **AGREEMENT**, that this **AGREEMENT** shall automatically terminate without penalty to any party if funds for the Child Support Enforcement Program are not appropriated by the Missouri General Assembly or if Missouri's Title IV-D program is not funded by the federal Department of Health and Human Services.

6. Understand and agree that title to any equipment purchased by the **COUNTY** pursuant to this **AGREEMENT** shall vest in the **COUNTY**, subject to applicable federal regulations pertaining to usage and disposition. All assets, including but not limited to, cubicles, filing cabinets, chairs, desks, and computers, will be purchased by, and become the property of the **COUNTY**.

IV. **PERFORMANCE AND FISCAL AUDITS:** The **COUNTY** understands and agrees to the following activities on both Jackson County Prosecuting Attorney cases and on referred cases for purposes of auditing the files and performance of the **STATE'S** IV-D program:

A. Audits completed by **STATE** and others

1. For the purposes of this section, the term auditor includes audit personnel from **STATE**, DSS, the state and federal governments, and any other authorized independent auditors employed by any of these entities.

2. The **STATE** has the right to request records, documents, papers and other necessary materials for audit purposes without advance notice. The **COUNTY** shall provide reasonable access to all records, documents, papers and other necessary materials when requested by the auditors.

3. For data used to compute federal IV-D performance measures and other performance measures outlined in this **AGREEMENT**, **STATE** reserves the right to complete on-site or off-site audits to determine the reliability of data that **COUNTY** staff provided to **STATE**

or entered in MACSS. The purpose of such an audit is to internally assess the program's data reliability to identify and correct problems before the **STATE** is faced with financial penalties resulting from exceptions found in a federal data reliability audit.

4. The **COUNTY** agrees to cooperate with a review conducted by the **STATE** to determine the accuracy of case information, data and compliance with state policies and procedures. This review may include, but is not limited to, on-site reviews of hard copy or electronic case records and system reviews of MACSS data.

5. Maintain individual (hard copy and electronic) case records adequate to permit evaluation of the progress of each case. Such records shall be maintained in strict compliance with 45 CFR 302.15 and 303.2 and shall include, at a minimum, the following:

- a) original referral documentation;
- b) record of all contacts with parties to the action; and
- c) record of all legal action.

B. Judicial Performance Indicators--Compliance

1. For cases referred to the **COUNTY** for legal action from other FSD offices or the cases referred to them from their own staff for legal action, the **COUNTY** will be measured in accordance with the Code of State Regulations, 13 CSR 30-2.010 Prosecuting Attorneys' Performance Standards.

2. Compliance reviews will be conducted solely on the case information contained in MACSS. If an action was taken, but not documented in MACSS, the action will not be initially considered for the purposes of compliance review. However, if there is an audit finding of non-compliance, then the adverse audit finding may be timely rebutted by the **COUNTY** in an audit response. The **COUNTY** shall have the opportunity to present additional information of the auditor, and the auditor shall consider the additional information of the **COUNTY'S** compliance.

C. Safeguarding Information, Case Record Maintenance and Confidentiality

1. The **STATE** will make accessible to the Prosecuting Attorney all necessary information that the agency can provide. This information shall be subject to all relevant federal and state law and regulations providing for safeguarding of information. The information received

in the execution of the Child Support Enforcement Program shall be used only for the purposes enumerated in subsection 454.440.9, RSMo.

2. The **COUNTY** shall safeguard and hold confidential information found in MACSS per the policies of the **STATE** and ensure that the appropriate employees have access to MACSS and upon termination, that access be terminated. It is not permissible for circuit clerk and prosecuting attorney staff to share assigned passwords with anyone. It is not permissible for circuit clerk or prosecuting attorney staff to sign on with his or her own ID and password with the intent to allow another person access to the system. All information held in MACSS is to be used for the sole purpose of conducting business of the child support program and the **STATE'S** policy on its confidentiality is binding. Violation of the confidentiality policy found in Section III, Chapter 1, by an employee must result in appropriate disciplinary action.

3. The **COUNTY** will maintain an up-to-date case file on each case in the assigned case load and shall enter and/or update case data on MACSS. Data updates include, at a minimum, but are not limited to: case actions, dates of actions, results of actions, and information regarding addresses, employment and assets.

4. In accordance with the provisions of Section 32.057 and Chapter 143, of the Revised Statutes of Missouri and Regulations promulgated by the Department of Revenue (DOR), the **COUNTY** shall agree and understand that any data being provided by the DOR is confidential. The **COUNTY** must not make such data available to any other person or company in its entirety or in part, for any purpose whatsoever.

D. Fiscal Component

1. **STATE** may conduct an annual financial audit to determine whether funds received by the **COUNTY** were used in accordance with requirements in this **AGREEMENT**, in state law and in federal regulations governing authorized IV-D expenditures.

2. The **COUNTY** will make available all appropriate financial records to the **STATE**, State Auditor, Department of Social Services' Auditors, and/or federal officials for inspection and audit.

3. Reimbursements will, in all cases, be subject to an adjustment after a financial audit as stated below:

a) If a financial audit finds that the **STATE** reimbursed the **COUNTY** in a previous budget year an amount greater than that allowed by the audit, then the **STATE** may reduce the **COUNTY'S** budget in the following budget year after reasonable notice to the **COUNTY**.

b) A reduction to the **COUNTY'S** budget in this subsequent budget year which occurred as a result of an adjustment pursuant to an audit finding shall be treated as a one-time reduction and not automatically a permanent reduction of the **COUNTY'S** budget for future budget amount projections.

c) In the event a **COUNTY** seeks reimbursement for an amount in excess of the approved budget amount, then the **COUNTY** shall submit with the reimbursement request a statement of explanation for the excessive expense. The **STATE** shall give the **COUNTY** written notice whether or not any or all of the excessive claim will be reimbursed by the **STATE**.

E. Corrective Action

1. Performance-- Failure to comply with the performance terms of this **AGREEMENT** by the County Prosecuting Attorney or County Circuit Court Administrator will result in the following action by the **STATE**:

a) A written finding prepared by the IRS, OCSE and/or the **STATE** that indicates the **COUNTY** is not in compliance with the policies, procedures, requirements or regulations for the safeguarding of federal tax information, performance measures, data reliability or program compliance audits will require the **COUNTY** to prepare a written corrective action plan. The corrective action plan must be submitted to the **STATE** within thirty (30) days of the written finding of noncompliance and must contain specific actions and timeframes to be taken that will bring the **COUNTY** into compliance. The corrective actions and timeframes proposed by the **COUNTY** are subject to approval by the IRS, OCSE and/or **STATE**. The **COUNTY'S** failure to submit and implement an approved corrective action plan or the **COUNTY'S** failure to achieve compliance within a mutually agreed upon timeframe shall be grounds for terminating this **AGREEMENT**.

b) Attend necessary and required training when the **COUNTY** is found to be out of compliance with program performance standards.

2. Fiscal --Failure to comply with the fiscal terms of this **AGREEMENT** by **COUNTY** or the County Prosecuting Attorney will result in the following action by the **STATE**:

a) The **STATE** will request a financial corrective action plan from the **COUNTY** within thirty (30) days of notice by the **STATE**, which shall include the reasons for the deficiency and the plans for achieving compliance; and

b) If the **COUNTY** fails to satisfactorily correct the deficiency and remains out of compliance with the terms of this **AGREEMENT** after two years of corrective action, continued non-compliance may result in the termination of this **AGREEMENT**.

V. DURATION, MODIFICATION AND TERMINATION OF AGREEMENT

A. Duration of **AGREEMENT**: This **AGREEMENT** shall be in effect from July 1, 2010 through June 30, 2011.

B. Modification of **AGREEMENT**

1. This **AGREEMENT** may be modified at any time in writing by the mutual consent of the parties.

2. The parties to this **AGREEMENT** understand and agree that the Federal and State laws and regulations cited in this **AGREEMENT** are subject to change as a result of the enactment of Public Law 104-193. Further, the parties agree that any changes in Missouri law required by P.L. 104-193 will be binding on the parties.

3. References to federal and state statutes and regulations incorporate such statutes and regulations herein, subject to amendment after the effective date of this **AGREEMENT**.

C. Termination of **AGREEMENT**

1. The **STATE** may terminate this **AGREEMENT** at any time in accordance with the provisions of Section 454.405, RSMo.

2. The **COUNTY** may terminate this **AGREEMENT** upon sixty days written notice. The **COUNTY** shall be entitled to receive reimbursement for all allowable IV-D expenditures up to the date of termination.

IN WITNESS WHEREOF, THE COUNTY AND THE STATE EXECUTE THIS AGREEMENT for the COUNTY of _____:

County Executive Date

Prosecuting Attorney Date

Circuit Court Administrator Date

For the Family Support Division:

Director Date

Approved as to Form:

County Counselor Date

ATTEST:

Clerk of County Legislature Date

Attachment A

Documentation of Expenditures and Federal Claims

This agreement identifies the basis upon which claims will be documented by the County for expenditures funded by the Child Support Enforcement Program (Title IV-D) for the purposes specified under this agreement.

General Provisions:

- 1) All costs must satisfy the general provisions for allowability of costs as defined in OMB Circular A-87.
- 2) All costs must satisfy the specific provisions for allowability of costs as defined by all applicable Federal program rules.
- 3) DSS shall only reimburse for allowable IV-D Expenditures.
- 4) All matching funds supporting the billing must be consistent with applicable Federal regulations governing such funds and certified by the **County** with each billing.
- 5) Any deferrals, disallowances, questioned costs, or other items not allowed for Federal Financial participation, claimed by DSS on behalf of the **County**, shall be returned either to DSS or directly to the Federal agency (as determined by DSS) by the **County**.
- 6) Billings will be based on the actual cost incurred and shall be in the form, format and frequency specified by DSS.

Framework:

45 CFR Part 95.507 (6) "...costs...for services provided by a governmental agency outside the State agency...will be supported by a written agreement that includes, at a minimum (i) the specific service(s) being purchased, (ii) the basis upon which the billing will be made by the provider agency (e.g. time reports, number of homes inspected, etc.) and (iii) a stipulation that the billing will be based on the actual cost incurred."

Documentation Standards – Basis Upon Which the Billings Will Be Made:

Salaries and Wages: Please refer to OMB Circular A-87, Attachment B – Selected Items of Cost, Section 11 – Support of Salaries and Wages.

Check the item(s) that apply:

Employees will work solely on activities funded by Title IV-D for the purposes specified under this agreement. Employee payroll records will support the documentation requirements. The **County** agrees to periodically certify that these employees worked solely on that program for the period covered by the certification. Certifications will be prepared at least semi-annually and be maintained by the **County** for inspection by DSS or the Federal agency as they may require.

X Employees work on multiple activities or cost objectives in addition to the activities funded by Title IV-D for the purposes specified under this agreement. Distribution of their salaries or wages will be supported by personnel activity reports that:

- a) reflect an after the fact distribution of the actual Title IV-D activity reimbursable under the purposes of this agreement of each employee, and;
- b) account for the TOTAL activity for which each employee is compensated, and;
- c) be prepared at least monthly and coincide with one or more pay periods.

Expense and Equipment: Please refer to OMB Circular A-87 Attachment A, Section D, Composition of Cost, and OMB Circular A-87 Attachment B – Selected Items of Cost

Check the item(s) that apply.

X Costs of materials acquired, consumed, or expended benefit only Title IV-D for the purposes specified under this agreement.

X Allocable Costs: Cost are chargeable or assignable in part to Title IV-D for the purposes authorized under this agreement in accordance with relative benefits received.

If expense and equipment items are allocable you must attach detailed description of the methodology you will utilize to assign those costs in accordance with the relative benefits received under this agreement. Any changes to that methodology implemented after execution of this agreement will require an amendment to this agreement.

Automated Data Processing Costs: Please refer to 45 CFR Part 95 Subpart F.

Check the item(s) that apply:

X Costs for automated data processing equipment and services will not be included as a direct charge to Title IV-D for the purposes under this agreement.

N/A Costs for automatic data processing equipment and services will be included as a direct charge to Title IV-D for the purposes under this agreement. We have complied with all provisions 45 CFR Part 95, Subpart F

N/A Direct Costs: Costs for automated data processing equipment and services will be included as a direct charge for those costs that benefit only Title IV-D for the purposes specified under this agreement.

N/A Allocable Costs: Costs for automated data processing equipment and services will be included as chargeable or assignable in part to Title IV-D for the purposes authorized under this agreement in accordance with relative benefits received.

If automated data processing costs are allocable you must attach detailed description of the methodology you will utilize to assign those costs in accordance with the relative benefits received

under this agreement. Any changes to that methodology implemented after execution of this agreement will require an amendment to this agreement.

Indirect Costs:

Check the item that applies:

County indirect costs will not be included.

County indirect costs will be included. They have been approved as evidenced by our Federally or State Approved Indirect Cost Negotiation Agreement.

If indirect costs are to be included, you must attach a copy of your current Federal or State Approved Indirect Cost Negotiation Agreement. The annual or bi-annual changes to indirect cost rates - provided they have been approved in your Federally or State Approved Indirect Cost Negotiation Agreement - will be allowed and will not require an amendment to this agreement, provided that a copy of the newly approved agreement is provided to the County Reimbursement Unit, Family Support Division.

County Executive

Director, Family Support Division

Date _____

Date _____