

IN THE COUNTY LEGISLATURE OF JACKSON COUNTY, MISSOURI

A RESOLUTION authorizing the County Executive to execute a Child Support Enforcement Cooperative Agreement with the Missouri Department of Social Services, Family Support Division.

RESOLUTION #16707, September 15, 2008

INTRODUCED BY Theresa Garza Ruiz, County Legislator

WHEREAS, the Prosecuting Attorney and the Circuit Court Administrator recommend a Child Support Enforcement Cooperative Agreement with the Missouri Department of Social Services, Family Support Division for the period July 1, 2008, through June 30, 2009; and,

WHEREAS, this Agreement will allow the County to receive federal funding for its child support enforcement program; and,

WHEREAS, this Agreement is in the best interests of the health, welfare, and safety of the citizens of the County; now therefore,

BE IT RESOLVED by the County Legislature of Jackson County, Missouri, that the County Executive be, and hereby is, authorized to execute the attached Child Support Enforcement Cooperative Agreement with the Missouri Department of Social Services, Family Support Division.

Effective Date: This Resolution shall be effective immediately upon its passage by a majority of the Legislature.

APPROVED AS TO FORM:

Andy P. Hall *Mary Jo Spino*
Chief Deputy County Counselor County Counselor

Certificate of Passage

I hereby certify that the attached resolution, Resolution #16707 of September 15, 2008, was duly passed on *September 23*, 2008 by the Jackson County Legislature. The votes thereon were as follows:

Yeas 8 Nays 0
Abstaining 0 Absent 1

 9.23.08
Date

Mary Jo Spino
Mary Jo Spino, Clerk of Legislature

LEVEL B

CHILD SUPPORT ENFORCEMENT COOPERATIVE AGREEMENT

State of Missouri

Department of Social Services

Family Support Division

This **AGREEMENT** is entered into between the State of Missouri, Department of Social Services, Family Support Division, hereinafter referred to as **STATE**, and the political subdivision identified below, including the Prosecuting Attorney thereof, the Circuit Court Administrator thereof, and the County Executive thereof, hereinafter referred to as **COUNTY**.

COUNTY OF JACKSON

WHEREAS, the **STATE**, through the Family Support Division of the Department of Social Services, has been delegated the responsibility for the development and administration of a statewide program to establish and enforce child support obligations; and

WHEREAS, the **COUNTY** possesses resources useful in the establishment, enforcement, and collection of child support obligations;

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

FILED

SEP 25 2008

MARY JO SPINO
COUNTY CLERK

SPECIAL TERMS AND CONDITIONS

A. Definitions:

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.

4. "County Administrative Costs" means all general revenue and federal funds expended and claimed by or on behalf of the **COUNTY** for allowable child support enforcement costs and

reported to the federal government by **STATE** for the portions of the federal fiscal years included under the terms of this **AGREEMENT**, including a proportionate share of **STATE** program costs under an allocation plan either established by an independently contracted private accounting firm, or by a unit of the county government in compliance with all requirements mandated in the Office of Management and Budget Circular A-87, "Cost Principles for State, Local, and Indian Tribal Governments" and costs incurred by **STATE** in establishing and maintaining the Jackson County Division of Child Support Enforcement Office as required by this **AGREEMENT**.

5. For purposes of this **AGREEMENT**, **COUNTY** is designated as a Level B county. This is defined as a county in which the prosecuting attorney has sole responsibility for a specific portion of the IV-D program in that county and also performs specific legal functions on referrals sent to him/her by **STATE**.

B. The **COUNTY** shall:

1. Appropriate to the Office of Prosecuting Attorney a sum of money 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.

2. Furnish office space and other administrative requirements mandated by Section 454.405, RSMo, provided that prior approval be obtained from the **STATE** for any office space that must be leased from the private sector. All space obtained from a private source shall be acquired in conformance with Sections 105.454, 50.660, RSMo, and 13 CSR 30-3.010 (5)(A).

3. 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 additions of positions employed by the **COUNTY** in carrying out the responsibilities defined in this **AGREEMENT** and for which federal financial participation is available.

a. For purposes of this **AGREEMENT**, “additional staff” is defined to mean any staff to be hired and paid by the **COUNTY** over and above the number of staff approved and funded by the **COUNTY**’s budget on the effective date of this **AGREEMENT**.

4. Notify the **STATE** of all changes of staff carrying out the responsibilities defined in this **AGREEMENT** and for which federal financial participation is available; and, inform the **STATE**, in writing, 90 days prior to terminating a county-administered support enforcement program.

5. 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.

6. Maintain, as required by the **STATE**, all fiscal and other records necessary for reporting and accountability under the 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 30-3.010; 13 CSR 30-3.020 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.

7. Submit monthly billings to the **STATE** for all actual allowable direct and indirect expenditures incurred under this **AGREEMENT**. Allowable expenditures are those 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 a **COUNTY** official who is a signatory to this **AGREEMENT** or by an individual designated in writing by one of the signatories.

8. If indirect costs are to be claimed, 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. The **STATE** will review the plan for compliance with federal directives and state regulations, advise the **COUNTY** regarding any area of possible non-compliance, and make reimbursement on the basis of an approved plan. Upon approval, the **STATE** will reimburse the **COUNTY** at the approved rate for the applicable period. Reimbursement in either case will be subject to adjustment upon state or federal audit.

9. Obtain written approval from the **STATE** prior to incurring out-of-state travel expenses as specified in 13 CSR 30-3.010(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 or the Missouri Office of Prosecuting Services (MOPS) 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.

10. 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 \$500 or more per unit as specified in 13 CSR 30-3.010(5)(D).

11. 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 matchable.

12. Ensure that should any claimed expenditures for federal financial participation subsequently be 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 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**.

13. 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 the **AGREEMENT** is covered by a bond in an amount sufficient to indemnify the **STATE** against loss resulting from employee dishonesty.

14. 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.

15. Comply with the Federal Single Audit Act of 1996 (A-133) by determining, on an annual basis, whether the **COUNTY** is mandated by the Act to fund an independent audit. 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, Department of Social Services, P. O. Box 2320, Jefferson City, MO 65102-2320, within 30 days of completion.

16. Use MACSS in performing 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.

17. **COUNTY** certifies 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. 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**, **COUNTY** certifies the language in Paragraph L of this document.

18. The **COUNTY** has ownership of all computer hardware, including, but not limited to 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. Any replacement equipment shall meet the minimum Department of Social Services' requirements. The **STATE** strongly recommends the **COUNTY** leases or purchases computer equipment from a vendor utilized by the Department of Social Services, so that adequate support to the **COUNTY** can be provided by the **STATE**. If the **COUNTY** chooses not to utilize said vendor, the **COUNTY** recognizes the support of this equipment may be limited. In

order to be eligible for reimbursement by the **STATE**, the **COUNTY** shall request approval from the **STATE** in accordance with paragraph B.7. and B.10. of this **AGREEMENT**.

19. Safeguard and hold confidential information found in MACSS per the policies of the **STATE**. Ensure that the appropriate employees have access to MACSS, and upon termination of employment, said access is 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. Violation of the confidentiality policy by an employee must result in appropriate disciplinary action.

20. Failure to comply with the terms of this agreement will result in the following action by the **STATE**: 1) The **STATE** will request a corrective action plan from the county within 30 days of notice by the **STATE**, which shall include the reasons for the deficiency and the plans for achieving compliance, 2) If the **COUNTY** fails to satisfactorily meet the corrective action plan 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 the agreement.

C. The **COUNTY**, through the OFFICE OF THE PROSECUTING ATTORNEY shall:

1. With regard to all Jackson County Prosecuting Attorney cases, provide all services established under the **STATE'S** plan promulgated pursuant to Title IV-D of the Social Security Act, in accordance with 45 CFR Section 302.33, in accordance with the procedures set forth in the Missouri Child Support Enforcement Procedural Manual as published by the Missouri Department of Social Services, Family Support Division, including receiving and processing applications for

support enforcement services from the general public and the initial establishment of the case record.

2. **COUNTY** shall comply with all applicable federal regulations and program and audit requirements, whether or not specifically set forth above, and shall comply with any amendments thereto during the term of this **AGREEMENT**.

3. **COUNTY** shall maintain and report to **STATE** on a monthly basis statistical information regarding case activity as reasonably required by **STATE**.

4. Establish paternity and child support obligation, for children for whom no obligation exists, in full compliance with federal audit requirements and state child support guidelines. Modify child support obligations in full compliance with federal audit criteria.

5. 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.

6. Take all appropriate action pursuant to Chapters 210, 452 and 454 RSMo, on each case referred by the **STATE** or administered by the **COUNTY**, 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**.

7. Such appropriate action shall include but not be limited to: filing co-respondent petitions when the custodial parent fails to cooperate in paternity actions where appropriate; pursue arrears due the state in all cases, with or without the custodial parent's cooperation; and pursue all enforcement referrals either criminally or civilly, whichever is appropriate.

8. 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. At the request of the **STATE**, the Prosecuting Attorney shall provide all necessary information to the **STATE** in order to respond to case inquiries within five days of request. At the request of the **STATE**, the Prosecuting Attorney shall provide written response to constituent, legislative or other inquires, and provide a copy to the **STATE** within five days of request. For clarification purposes, the five (5) days of request timeframe is intended to address only situations where the FSD has received an inquiry from a legislator, the department or other external entities where the FSD is required to provide a formal response. The FSD will advise when requesting the information that it is in relation to such a request.

9. Use MACSS equipment to accept referrals from the **STATE**, record all child support activities deemed necessary by the **STATE**, and use said equipment 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. 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**.

10. The Prosecuting Attorney agrees that (s)he will not represent any interested party other than the Family Support Division in any matter referred to the Prosecuting Attorney's Office.

11. Referrals made by the **STATE** and accepted by the **COUNTY** for enforcement of existing orders must be retained and monitored by the Prosecuting Attorney for a period of not less than 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. 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 prosecutor's obligation to take subsequent action to enforce the order within the 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 prosecutor must document the reason and appropriate information on the Case Diary in MACSS prior to closing and returning the referral.

12. Maintain individual 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:

- i. original referral documents;

- ii. record of all contact with parties to the action; and
- iii. record of all legal actions.

Such records will be made available to federal or state personnel for the purpose of conducting audits and reviews. At the discretion of the **STATE**, provide whatever documentation and/or information is necessary to monitor performance.

13. When it comes to the attention of the **COUNTY** that the individual receiving services is now or has received TANF or Medicaid services, the case must be transferred to the appropriate **STATE** office within 5 working days.

14. The **COUNTY** may request referrals of any case 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.

15. Attend and continue training courses that are identified as mandatory training for FSD staff. **COUNTY** office managers will attend and participate in regularly scheduled meetings for FSD managers unless otherwise notified. **COUNTY** will be held accountable to the same goals and objectives as the FSD managers. Since **COUNTY** performance is included in part of the State of Missouri performance factors, the **COUNTY** employee's level of performance is expected to maintain minimal standards as the FSD offices.

16. 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**.

17. Have access to all necessary information, which the **STATE** can provide. This information shall be subject to all relevant federal and state laws 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 Section 454.440.9 RSMo.

18. Refer non-custodial parents, who are unable to meet their support obligations due to unemployment or underemployment, to the Parents Fair Share program operated by the **STATE**.

19. The Office of 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 Office of the Prosecuting Attorney shall not have the authority to forgive or reduce any arrearages, which have been assigned to the **STATE**.

20. Safeguard the confidentiality of information concerning applicants or recipients of child support enforcement services, as required by 45 CFR 303.21 and Section 454.440.9 RSMo. Information provided to the **COUNTY** by the **STATE** shall be used in furtherance of the activities set forth in this **AGREEMENT** and for no other purpose. If a case is designated as a confidential case due to criteria outlined in the FSD procedural manual, the case cannot remain in the same office in which the associated employee works. It must be transferred to the nearest Level A/B office.

21. **COUNTY** understands and agrees 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**.

D. The COUNTY, through The OFFICE OF THE CIRCUIT COURT CLERK/ ADMINISTRATOR shall:

1. To the extent required by Chapters 452 and 454, use MACSS on all child support and/or spousal support cases. The Circuit Clerk/Administrator shall enter such information as is required for the state case registry.

2. Provide the Bureau of Vital Records of the Missouri Department of Health 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.

3. Comply with 45 CFR Section 304.50 in such a manner that the **STATE** meets its state plan requirements.

4. Respond to requests from FSD for copies, certified copies, and authenticated copies of orders within fourteen (14) days of receipt.

E. The STATE shall:

1. 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 said Section 303.2, as well as all other case responsibility as set forth in Section C, paragraph 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 C, paragraph 1 hereof.

2. Upon filing with the Secretary of State any proposed rule or regulation that has an effect on a county or city that is a signatory to this **AGREEMENT**, notify each county or city so affected.

3. Through its State Parent Locator Service, shall provide state and federal parent locator services to **COUNTY** pursuant to Section 454.440, RSMo, and shall otherwise make accessible to Prosecuting Attorney all necessary information which the agency can provide, 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.

4. Maintain support payment records and through the Family Support Payment Center provide disbursement of support payments received from the **COUNTY** pursuant to state and federal law and regulation, specifically 45 CFR 302.15 and 45 CFR 302.51.

5. Provide all reasonable and necessary training of personnel, manuals, forms, and system assistance as requested by **COUNTY**.

6. Reimburse the **COUNTY** pursuant to federal and state law and regulations, specifically 45 CFR 304.21 and 13 CSR 30-3.010, from funds received from the federal government and appropriated by the General Assembly at the current applicable rate for the actual allowable direct and indirect expenditures incurred in providing the services specified in this agreement and submitted to the **STATE** in compliance with instructions issued by the **STATE**. Such reimbursement to the **COUNTY** for IV-D personnel cost including fringe benefits shall not exceed the hourly rate (or computed equivalent) paid by the **COUNTY** for non-IV-D public work (legal, clerical, administrative or investigative) of equal responsibility. The **STATE** shall reimburse the

COUNTY for indirect costs, based on its cost allocation plan established under this **AGREEMENT**. An approved plan may be used on a provisional basis for a succeeding year. The **STATE** shall reimburse the **COUNTY** based on the provisional plan, provided, however, that plan used provisionally shall be reconciled to actual cost no later than six (6) months after the date of approval of the plan by the **STATE**. These reimbursements will in all cases be subject to adjustment at audit.

7. Distribute incentive payments to the **COUNTY** pursuant to federal and state law and regulations, specifically Sections 454.405, RSMo, 45 CFR 303.52, 45 CFR 304.12, and 13 CSR 30-9.010. The **COUNTY** may terminate this agreement upon sixty days written notice.

8. Provide MACSS and program training for county prosecuting attorney child support staff.

9. The **STATE** through the DSS Information Systems and Technology Division (ISTD) shall provide services the **COUNTY** as follows: installation and problem resolution assistance for Personal Communications 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.

10. The **STATE** through the DSS Information Systems and Technology Division (ISTD) shall provide USER IDs 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 *On-Line Security Access Request* (DDP-137).

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

12. 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.

13. The **STATE** will measure performance of the **COUNTY** based on pre-determined performance indicators. These indicators will be measured separately from the audit criteria.

GENERAL TERMS AND CONDITIONS

F. Nondiscrimination in Employment and Services:

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

G. Duration and Modification of AGREEMENT:

1. This **AGREEMENT** shall be in effect from **July 1, 2008, through June 30, 2009**. References to federal and state statutes and regulations incorporate such statutes and regulations herein, subject to amendment after the effective date of this **AGREEMENT**. This **AGREEMENT**

may be modified at any time in writing by the mutual consent of the parties. The **STATE** may terminate this agreement at any time in accordance with the provisions of Section 454.405, RSMo.

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.

H. Funding Limitation:

The funding available for use in this program is 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 is further limited by appropriation of the Missouri General Assembly. It is clearly understood by the parties to the **AGREEMENT**, therefore, that this **AGREEMENT** shall automatically terminate without penalty if funds for the Child Support Enforcement Program are not appropriated by the Missouri General Assembly or the program is not funded by DHHS.

I. Prosecutorial Discretion:

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.

J. Treatment of Assets:

Title to any equipment furnished by the **STATE** pursuant to this **AGREEMENT** shall remain in the **STATE**. 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.

K. Budget Estimates:

Total **COUNTY** expenditures during the period covered by this **AGREEMENT** are estimated at \$ 5,400,000.00. This estimate is made to comply with 45 CFR 303.107 (d). It is understood by the parties that this estimate shall neither authorize nor limit any particular expenditure or level of expenditures. The **COUNTY** shall also comply with 13 CSR 30-9.010(4), which require counties to submit a budget before the 1st day of July for the upcoming calendar year.

L. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion From Lower Tier Covered Transactions:

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.

3. Where **COUNTY** is unable to certify to any of the statements listed in L.2. above, it shall attach an explanation to this **AGREEMENT**.

IN WITNESS WHEREOF, THE COUNTY AND THE STATE EXECUTE THIS AGREEMENT:

For the County of Jackson:

For the Family Support Division:

NSa
County Executive

Director, Family Support Division

9/25/2008
Date

Date

James F. Kanugan
Prosecuting Attorney

9-23-2008
Date

[Signature]
Circuit Court Administrator

9-16-08
Date

APPROVED AS TO FORM:

Mark S. Jones
Mark S. Jones
JACKSON COUNTY COUNSELOR
1121100
Date

ATTEST:

Mary P. Spino
Clerk of County Legislature

9.24.08
Date