

SUPPLEMENTAL AGREEMENT
FOR
JACKSON COUNTY FAMILY COURT STAFF

This **SUPPLEMENTAL AGREEMENT** is entered into between the Missouri Department of Social Services, Family Support Division-Child Support Enforcement, hereinafter referred to as the **STATE**, and the County of Jackson, hereinafter referred to as **COUNTY**, and the Circuit Court, County of Jackson, hereinafter referred to as the **COURT**.

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

WHEREAS, the **STATE** and the **COUNTY** have entered into a Cooperative Agreement as authorized by Section 454.405 RSMo; and

WHEREAS, the **COUNTY** has established a Family Court under Chapter 487 RSMo;

NOW, in consideration of the mutual undertakings and agreements herein, the **STATE**, the **COURT** and the **COUNTY** agree as follows:

A. That the **COUNTY** shall, through the Office of the Family Court Commissioner/Court Clerk:

1. Appropriate a sum of money sufficient to reimburse the personnel referred to in this **AGREEMENT**.

2. Furnish office space and other administrative requirements mandated by Section 454.405 RSMo.

3. Obtain prior written approval from the **STATE** for additions of positions employed by the **COURT**; and, notify the **STATE** of all changes of staff for which federal financial participation is available.

4. Purchase and/or lease such equipment necessary to fulfill the terms of this **SUPPLEMENTAL AGREEMENT**. Written approval must be obtained for participation from the **STATE** for any purchase of equipment in the amount of \$2,500.00 or more per unit as specified in 13 CSR 40.3.010. Maintain all fiscal and other records necessary to comply with applicable federal law, regulation and action transmittals and state law, regulation and policy.

5. Comply with the terms of the Cooperative Agreement currently in full force and effect between **COUNTY** and the **STATE**.

6. Submit monthly billings to the **STATE** for reimbursement of all actual allowable IV-D **COURT** expenditures, **excluding** the Family Court Commissioner's salary and the salary of any other employee being compensated by the **STATE**, incurred under this **AGREEMENT** for the preceding month. Allowable expenditures are those eligible for federal financial participation under 45 CFR Part 304 and under state regulations. Claims will be submitted in compliance with state regulations, with a copy provided to the Office of State Courts Administrator (OSCA). Any employee paid by the **COUNTY** for both IV-D and non-IV-D duties must maintain a detailed daily time log, a copy of which must be submitted with each claim. All claims for reimbursement must be accompanied by supporting documentation as set forth in 13 CSR 40-3.020(2).

B. That the **STATE** shall reimburse the **COUNTY** for expenditures in compliance with their Cooperative Agreement for **COUNTY** paid staff and equipment, which meet the criteria set forth in the Cooperative Agreement.

C. The **COUNTY**, the **COURT**, and the **STATE** mutually agree that:

1. This **AGREEMENT** supplements the existing Cooperative Agreement entered into by the **COUNTY** and the **STATE** and is not intended to replace or modify any provisions of the existing Cooperative Agreement not herein modified.

2. Expenditures for this **SUPPLEMENTAL AGREEMENT** are estimated

to be \$ 200,960. This estimate is made to comply with the requirements of 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 expenditure. The parties shall also comply with 13 CSR 30-9.010(4).

3. This **SUPPLEMENTAL AGREEMENT** shall be in effect upon execution by all parties **July 1, 2010 through June 30, 2011**. This **AGREEMENT** may be modified in writing by the mutual consent of the parties.

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

a. **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.

b. **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.

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

IN WITNESS WHEREOF, the COUNTY, the COURT, and the STATE execute this SUPPLEMENTAL AGREEMENT:

FOR THE COUNTY OF JACKSON:

FOR THE FAMILY SUPPORT
DIVISION:

Presiding Commissioner/County Executive

Family Support Division Director

Date

Date

Presiding Judge

Circuit No. _____

Date

Circuit Clerk./Administrator

Date