

RESOLUTION NO. 10941

SUBJECT: Authorizing the County Executive  
and Prosecuting Attorney to  
execute a Child Support  
Enforcement Cooperative  
Agreement with the State of  
Missouri.

INTRODUCED: August 28, 1995  
(Health & Justice)

ADOPTED: September 5, 1995

R.#10942

**IN THE COUNTY LEGISLATURE OF JACKSON COUNTY, MISSOURI**

**A RESOLUTION** authorizing the County Executive and Prosecuting Attorney to execute a Child Support Enforcement Cooperative Agreement with the State of Missouri.

**RESOLUTION # 10941**, August 28, 1995

**INTRODUCED BY** Dennis Waits, County Legislator

WHEREAS, each year the County enters into a Cooperative Agreement with the State of Missouri concerning the Prosecuting Attorney's family support operations and the State's reimbursement therefor; and,

WHEREAS, the State has presented a new Agreement to be effective as of July 1, 1995, and extend through June 30, 1996, a copy of which is attached hereto; and,

WHEREAS, this Agreement is acceptable to the Prosecuting Attorney and she recommends its approval; therefore,

**BE IT RESOLVED** by the County Legislature of Jackson County, Missouri that the County Executive and Prosecuting Attorney be and hereby are authorized to execute the attached Child Support Enforcement Cooperative Agreement with the State of Missouri.



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

APPROVED AS TO FORM:

Jay D. Haden

Sandra L. Sherman  
County Counselor

Certificate of Passage

I hereby certify that the attached resolution, Resolution #10941, August 28, 1995 was duly passed on September 5, 1995, 1995 by the Jackson County Legislature. The votes thereon were as follows:

Yeas 9

Nays 0

Abstaining 0

Absent 0

9.6.95  
Date

Mary Jo Brogato  
Mary Jo Brogato, Clerk of Legislature



R. 10941  
LP

CHILD SUPPORT ENFORCEMENT COOPERATIVE AGREEMENT

State of Missouri

Department of Social Services

Division of Child Support Enforcement

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

**COUNTY OF JACKSON**

WHEREAS, the **STATE**, through the Division of Child Support Enforcement 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;

100

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

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. "AFDC Collections" means all support money collected and reported to **STATE** pursuant to an assignment of support rights, whether the assignment is held by the **STATE** or another state, and reported to the federal government on the form OCSE-34 for the portions of the federal fiscal years included under the terms of this **AGREEMENT**. This amount includes collections transmitted or reported by the **COUNTY** and other collections, including, but not limited to, federal and state income tax interceptions, unemployment compensation and workers' compensation benefit interceptions, and such other interceptions as are made pursuant to support orders entered in the **COUNTY**; but this amount shall not include collections which are subsequently returned to the absent parent/obligor by the **STATE** or amounts that were reported as



assigned collections but determined by **STATE** to be current support due, subsequent to the termination of the assignment.

2. "Non-AFDC Collections" means all support money collected and reported to the **STATE** pursuant to Section 454.425, RSMo, or 45 CFR 302.33 and reported to the federal government on the form OCSE-34 for the portions of the federal fiscal years included under the terms of this **AGREEMENT**. This amount shall include collections reported to the **STATE** by the **COUNTY** and other collections, including, but not limited to state and federal income tax refund interceptions and unemployment compensation and workmen's compensation benefit interceptions, but are made pursuant to support orders entered in the **COUNTY**. This amount shall not include collections which are subsequently determined by the **STATE** or **COUNTY** to have been reported in error.

3. "700" or "Load 700" 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 office of the Division of Child Support Enforcement under existing practice and procedures, except for 701 cases, defined below.

4. "701" or "Load 701" 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 is not receiving either/or cash or non-cash benefits or assistance under either Title IV-A or XIX of the Social Security Act nor has a prior companion AFDC case as a result of prior IV-A eligibility on the part of the applicant or involved family.

5. "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 Load 701 cases requiring legal referral for "requested action" pursuant to the Missouri Child Support Enforcement Procedural Manual promulgated by the Division of Child Support Enforcement.

6. "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 established by an independently contracted private accounting firm, and costs incurred by **STATE** in establishing and maintaining

the Jackson County Division of Child Support Enforcement Office as required by this **AGREEMENT**.

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** as stated in paragraph (K) (2) 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, and will include, but not necessarily be limited to, documentation of:

- a. personnel expenses;
- b. travel expenses;
- c. training expenses;
- d. supplies and materials;
- e. printing and reproduction expenses;
- f. telephone expenses;
- g. utility expenses;
- h. rent;
- i. accounting services expenses; and
- j. data processing expenses.

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 13 CSR 30-2.020, 13 CSR 30-3.010 and 13 CSR 30-3.020 and shall be signed by an elected **COUNTY** official or by an individual designated in writing by one of the signatories of this agreement. No claims may be submitted for payment in violation of 13 CSR 30-3.010(5) (H) and (I).

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. Reimbursement for any travel expense shall be subject to the limitations set by the **STATE** for its own employees. Claims that request amounts in excess of these

limitations shall be returned to the **COUNTY** for correction and resubmission.

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.

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 **STATE** or by Department of Health and Human Services (DHHS), the **COUNTY** shall reimburse the **STATE** in the amount of any disallowances through set-off to current reimbursement claims or incentives under this **AGREEMENT** or any subsequent **AGREEMENT**, or through other payment plan. The repayment period shall not exceed twelve (12) months from the date of notification of the disallowance 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 1984 (A-128) 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 Audit Services Section, Department of Social Services, P. O. Box 869, Jefferson City, MO 65102, within 30 days of completion.

16. Repay to the **STATE** its proportionate share of any sanction imposed on **STATE** by the United States Department of Health



and Human Services pursuant to 45 CFR 205.146(d) and 45 CFR part 305, as follows:

a. If sanctions are imposed on the statewide program pursuant to 45 CFR Sections 305.99 and 305.100, because the **STATE** failed to have an effective support enforcement program, as defined in 45 CFR Sections 305.20-305.56, the **COUNTY** shall pay the **STATE** its proportionate share of sums paid by the **STATE** as the result of the sanction; the **COUNTY'S** proportionate share is calculated by dividing the number of defective **COUNTY** cases in the sample by the number of defective cases in the statewide sample and then multiplying the quotient obtained by the amount of the total sanction imposed on the **STATE**; the formula for this calculation is:

$(c/d)y = z$ , where;

c = number of defective **COUNTY** cases in the audit sample;

d = total number of defective cases in the audit sample;

y = total statewide sanction, and;

z = **COUNTY** share of the sanction.

b. If the **COUNTY** is deficient in any of the seven (7) performance indicators set out at 45 CFR Section 305.98 and if sanctions are imposed on the statewide program because the **STATE** failed to meet audit criteria relating to performance indicators, as set out in 45 CFR Section 305.98, the **COUNTY** shall pay to the **STATE** its proportionate share of the sanction. For the purposes of the performance indicator established by 45 CFR 305.98(a)(3), the **COUNTY'S** proportionate share shall be calculated by dividing the total **COUNTY** annual AFDC payroll (IV-A assistance payments) by the total annual AFDC payroll in all deficient Level A counties, Jackson County, and deficient state districts and multiplying the quotient thereby obtained by the total sanction imposed; the formula for this calculation is:

$(a/b)y = z$ , where:

a = **COUNTY** AFDC Payroll (IV-A assistance payments)

b = total AFDC payroll in all deficient  
administrative areas;

y = total statewide sanction, and;

z = **COUNTY** share of the sanction.

c. If sanctions are imposed on the statewide program under both subparagraphs B.16.a and B.16.b of this **AGREEMENT**, the total sum repaid by the **STATE** under the sanction shall be divided into two equal parts, and one part shall be

apportioned under subparagraph B.16.a and the other part shall be apportioned under subparagraph B.16.b.

d. For the purposes of paragraph 16.a hereof only, the term "defective cases" shall include only those cases deemed by the audit to be defective because of an act, omission, defect, or failure, the responsibility for which was that of the **COUNTY'S** pursuant to this agreement or applicable **STATE** or federal regulations and procedures.

e. All repayments under this paragraph shall be made within twelve (12) months after notice has been sent by **STATE** to **COUNTY** of **STATE'S** payment of the sanction, unless prior written approval to extend the repayment period is granted by **STATE**. **STATE** may utilize subsequent claims for reimbursement or incentives under this or subsequent agreements to offset the amount owed by **COUNTY** to **STATE**.

17. The **COUNTY** agrees that when Missouri Automated Child Support System (MACSS) equipment has been placed in operation in the city or county and, in the sole opinion of the **STATE**, sufficient training has been given to city or county staff, the **COUNTY** shall use the MACSS exclusively 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. The **STATE** will retain ownership of any equipment purchased by the **STATE** for use with the MACSS.

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

1. With regard to all Load 701 cases, provide all support collection or paternity determination 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 Section XI of the Missouri Child Support Enforcement Procedural Manual as published by the Missouri Department of Social Services, Division of Child Support Enforcement, with the exception of receiving and processing applications for support enforcement services from the general public and the initial establishment of the case record, which accepted responsibility shall be borne by **STATE**, as set forth below. Specifically, with regard to said Load 701 cases, **COUNTY** shall be responsible for performance of each of the functions

listed hereafter, in accordance with the section of 45 CFR listed after said section, so as to assure compliance with the specific audit requirement section of 45 CFR also listed thereafter:

<u>Function</u>	<u>Applicable Section, 45 CFR*</u>
-Maintenance of Case Record; Confidentiality, including maintenance and update of <b>STATE'S</b> Electronic system (but not accepting applications or opening files)	303.2; 303.21; 305.35
-Location	303.3
-Obligation Establishment	302.50; 303.4; 305.25
-Paternity Establishment	302.31; 302.33; 303.5; 305.24 (a); (b); (c); (f); (g)
-Obligation Enforcement	303.6; 305.26
-Non-AFDC Services	302.33; 305.31
-Interstate Cases (excluding Central Registry Functions)	302.36; 303.7; 305.32
-Review and Modification of Orders	Proposed regulation 303.8
-Medical Support Obligations	303.30; 303.31; 305.56
-Spousal Support Enforcement	302.31; 305.42
-Wage Withholding	303.100; 305.49
-Expedited Process	303.101; 305.50
-State Income Tax Refund Intercept	303.102; 305.51
-Fed. Income Tax Refund Intercept	302.60; 305.40
-Unemployment Comp. Intercept	302.65; 305.39 (b)-(d) (i) (J)
-Real and Personal Property Liens	303.103; 305.52
-Security/Bond Posting	303.104; 305.53
-Consumer Reporting Agencies	303.105; 305.54
-Guideline Implementation	302.56; 305.47
-Fiscal Policies	302.14; 305.36
-Workers' Compensation Intercept per RSMo	454.517

\*All references to 45 CFR Sections are to form and content thereof as published in Code of Federal Regulations as of the effective date of this agreement.

2. COUNTY shall comply with all applicable federal regulations, as cited above, and program and audit requirements, whether or not specifically set forth in the listing 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. With regard to all cases referred to COUNTY by STATE, as "referrals" are defined above, the COUNTY shall:

a. Establish and enforce obligations owed to the STATE pursuant to assignments of support rights to the STATE, using civil or criminal proceedings as deemed necessary by the Prosecuting Attorney. If the amount of the obligation has not been determined because neither an administrative nor a judicial order exists regarding said assigned rights, the Prosecuting attorney shall obtain an order for support using appropriate civil proceedings.

b. Establish and enforce support obligations for

persons who are not recipients of public assistance, but who have made application for support enforcement services pursuant to Section 454.425, RSMo.

c. Cooperate in establishing and enforcing support obligations at the request of the IV-D agency of any other state, as follows:

i. Forward all new incoming Interstate cases to the Interstate Collections Unit of the Division of Child Support Enforcement;

ii. Upon the request of the Division of Child Support Enforcement, transfer all pending Interstate cases to the Interstate Collections Unit;

iii. Upon receipt of a referral from the Interstate Collections Unit, litigate or prosecute any action necessary to secure support for an out-of-state IV-D agency or non-AFDC applicant, including, but not limited to, civil contempt proceedings, actions to establish paternity, and actions to establish circuit clerk trusteeships.

d. At the request of the **STATE**, initiate and pursue actions to modify existing court or administrative orders and/or represent the **STATE** in actions brought by or on behalf of obligated parties to modify existing orders.

e. Obtain forthwith a consent agreement with obligors who are not subject to a court order for support, but who have indicated a willingness to **STATE** to enter into such a consent agreement. Such agreement shall establish the support amounts in conformance with Rule 88.1 of the Missouri Supreme Court Rules. The office of the Prosecuting Attorney shall have authority to forgive or reduce the **STATE** debt to the same extent as **STATE** personnel.

f. Represent the **STATE'S** interest in assigned support obligations in probate court, upon request by **STATE**.

g. Take all "requested action" (as defined in 13 CSR 30-2.010.(1)(I)) pursuant to and in accordance with Chapters 210, 452, and 454 RSMo and the prosecuting attorneys' performance standards contained in 13 CSR 30-2.010, as of the effective date of this agreement and as amended during the term of this agreement. If there exists a conflict between the mandated time frames for performance of requested actions in the applicable section of Title 45 of the Code of Federal Regulations and the prosecuting attorneys' performance standards as set forth in 13 CSR 30-2.010, the time frames set forth in state regulations shall govern.



h. Return to the **STATE**, through the office which made the referral, any case in which it is the Prosecuting Attorney's opinion that the case was referred to her/his office in error, or there exists a potential or actual conflict of interest between the Prosecuting Attorney and any party in the case. The Prosecuting Attorney shall not transfer such a case to any other prosecuting attorney.

i. 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.

j. Prepare cases for litigation or prosecution. Such preparation, where necessary, may include, but is not limited to:

- i. conducting any detailed questioning of a mother necessary in paternity cases;

ii. arranging for blood testing, including transportation; and

iii. arranging for transportation, meals, and lodging of witnesses.

k. Establish and enforce medical support obligations as required under Section 454.600, et seq., RSMO.

5. Ensure staff attend necessary and required training when the **COUNTY** is found to be out of compliance with program performance standards, and when, in the sole opinion of the **STATE**, such training should be a component of the **COUNTY's** corrective action plan.

6. Cooperate with the **STATE** in meeting federal compliance with the MACSS, in conjunction with pre-authorized **STATE** projects leading to system implementation and training. Such cooperation will be through a plan mutually agreed upon by the **STATE** and the **COUNTY**.

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

1. Collect, record, and transmit support payments to the **STATE** in cases wherein an assignment of support rights has been made to the **STATE** and said assignment is currently in effect for current child support, spousal support, or arrearage/State debt. The Circuit Clerk/Administrator shall deposit in her/his account all support payments received. Within the time frames established under Section 452.345, RSMo, the Circuit Clerk/Administrator shall write one (1) check to the **STATE** and report collections, identifying each payment received in the manner specified by the **STATE**; except as specified in subparagraph four (4) herein.

2. Collect, record, and disburse to the appropriate person, and report to the **STATE** current child support, spousal support, and unassigned arrearage payments received wherein the Circuit Clerk/Administrator has been appointed trustee for persons who are not presently recipients of public assistance, but who have made application for child support enforcement services under Section 454.425, RSMo. Further, the Circuit Clerk/Administrator shall collect, record, and transmit to the **STATE** any portion of such

collections that represent payment on an arrearage/state debt assigned to the **STATE**. The Circuit Clerk/Administrator shall report to the **STATE**, within the time frames established under Section 452.345, those collections that represent payments received pursuant to Section 454.425, RSMo, identifying each payment received in the manner specified by the **STATE**. The Circuit Clerk/Administrator shall write one (1) check to the **STATE** within the time frames established by Section 452.345, for those collections that represent payments assigned to the **STATE**, identifying each payment received in the manner specified by the **STATE**; except as specified in subparagraph four (4) herein.

3. Collect, record, and disburse to the appropriate agency or person, and report to the **STATE**, all support payments received in which a trusteeship is in effect, **AND** notification of assignment of support rights to another state **OR** notification that child support enforcement services are being provided pursuant to 45 CFR 302.33 has been received from the **STATE**. The Circuit Clerk/Administrator shall report collections to the **STATE** within the time frames established by Section 452.345, identifying each payment received in the manner specified by the **STATE**.

4. Should the State, in its sole discretion, elect to refer specified cases to a private contractor or contractors for

assistance in the establishment or enforcement of child support obligations, payments from obligers shall be collected, recorded, transmitted and disbursed as stated above in applicable paragraphs D.1., D.2., or D.3., without deviation regardless of the existence of a contractual agreement between the state and the contractor.

5. The **COUNTY** shall transmit identifying information required by the terms of this agreement relating to all child support collections referenced herein to the **STATE** via magnetic tape within the required time frames. Magnetic tapes are to be sent to the Department of Social Services, Division of Data Processing, each business day reflecting collections for that working day, subject to a reasonable cutoff time. On a date to be agreed to by the **COUNTY** and the **STATE**, all collections required by this agreement to be transmitted to the **STATE** shall be transmitted via electronic fund transfer. A transfer shall be made each and every day in which a payment is received if it is an official business day for the clerk's office and if the banking facility is officially open for business. The **COUNTY** agrees to diligently pursue establishment of an electronic fund transfer account, subject to acceptance by the **STATE** of the terms of the account. The **COUNTY** agrees to submit monthly claims for reimbursement for the costs associated with establishment and maintenance for the electronic fund transfer account in a manner prescribed by the **STATE** to ensure maximum federal financial participation.

6. Provide the Bureau of Vital Records of the Missouri Department of Health with all orders establishing paternity with accompanying instructions to enter the name of the father in the birth records pursuant to Section 454.485, RSMo.

7. Perform the Circuit Clerk/Administrator's duties as defined by Chapter 454, RSMo, for all cases filed pursuant to that chapter.

8. Cooperate with the **STATE** in meeting federal compliance with the MACSS. Such cooperation will be through a plan mutually agreed upon by the **STATE** and the **COUNTY**, in conjunction with pre-authorized **STATE** projects and in accordance with policies and procedures set forth by the Office of State Courts Administrator.

9. Comply with 45 CFR Sections 304.50, 305.35, 305.37, and 305.38 in such a manner that the **STATE** meets its State Plan requirements. Disburse interest income earned on child support moneys collected and reportable under this agreement to the **STATE** on a monthly basis. It is agreed by the parties herein that interest income earned and payable to the **STATE** shall be calculated as follows: (1) Interest income attributable to IV-D collections shall be calculated by multiplying the average monthly general ledger account balance for total child support collections for the

reported month times the average monthly interest investment percentage paid on the account for the reported month, and multiplied times the percentage of IV-D collections; (2) The percentage of IV-D collections is the total of AFDC and non-AFDC collections divided by the total of all child support collections. It is agreed by the parties herein that total bank service charges incurred by the Circuit Court Administrator on IV-D child support collections and payments for the reported month shall be chargeable to and reimbursed by the **STATE** on a monthly basis. The percentage of bank charges attributable to IV-D collections shall be calculated based upon the percentage of IV-D collections to total child support collections for the reported month. The **STATE** agrees to reimburse the Circuit Court Administrator for said service charges at the current applicable rate for operating expenses plus the indirect cost for overhead expenses at the current applicable rate.

10. Initiate income withholdings as required by Section 452.350, RSMO, under 13 CSR 30-4.010.

E. The **STATE** shall:

1. Maintain a Child Support Enforcement office in Jackson County (hereinafter sometimes referred to as "700") which shall be responsible for complying with all of the requirements of the IV-D agency as contained in 45 CFR Section 303.2 with respect

to all Load 700 and Load 701 cases, except as hereinafter specifically set forth. With regard to Load 701 cases, 700 shall, within no more than 5 working days of receipt of referral of said case, open same by establishing a case record and, make same available 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**. 700 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. 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 45 CFR 303.21.

3. Maintain support payment records and disburse support payments received from the **COUNTY** pursuant to state and federal law and regulation, specifically 45 CFR 302.15 and 45 CFR 302.51.



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

5. Establish a mechanism to accept child support collections from the COUNTY via electronic fund transfer. To facilitate the electronic transfer of funds, the STATE agrees to furnish the COUNTY with a modem and personal computer on a conditional basis. The STATE will retain sole and exclusive ownership of the equipment and the equipment will be subject to removal by the STATE should the electronic transfer of funds cease. The STATE agrees to reimburse 100 percent of the annual cost of establishing an electronic fund transfer account; the daily transaction charge; the one-time cost to install, train staff and purchase software; and the monthly maintenance charge.

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.

In no case shall the reimbursement exceed the current federal share of \$35.00 per hour (or computed equivalent) or the current federal share of the hourly rate (or computed equivalent) paid by the **COUNTY**, whichever is the lesser. The **STATE** shall reimburse the **COUNTY** for indirect costs, based on its cost allocation plan established under paragraph A.6 of 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** as follows:

a. A portion of the **COUNTY'S** incentive payment shall be computed as a percentage of the **COUNTY'S** AFDC collections and a portion of the **COUNTY'S** incentive shall be computed as a percentage of the **COUNTY'S** non-AFDC collections. The percentages shall be determined by the **STATE** separately for

AFDC and non-AFDC portions of the incentive. The percentages shall be based on the ratio of the **COUNTY'S** AFDC collections to the **COUNTY'S** total administrative costs and the ratio of the **COUNTY'S** non-AFDC collections to the **COUNTY'S** administrative costs in accordance with the schedule set forth at 45 CFR 304.12(b)(1).

b. The ratios of the **COUNTY'S** AFDC and non-AFDC collections to total administrative costs shall be truncated at one decimal point.

c. The incentive paid to the **COUNTY** for an applicable federal fiscal year in recognition of its non-AFDC collections shall be limited to the 115 percent of the portion of the incentive payment paid for that federal fiscal year in recognition of its AFDC collections.

d. In calculating the amount of incentive payments, the following conditions apply:

i. Only those AFDC and non-AFDC collections distributed and expenditures claimed by the **STATE** in the federal fiscal year shall be used to determine the incentive payment payable to the **COUNTY** for that fiscal year; and

ii. Support collected by the **COUNTY** and reported to the **STATE** on behalf of individuals receiving IV-D services in another state shall be treated as having been collected in full by the **COUNTY**.

e. On a monthly basis, the **STATE** shall pay to the **COUNTY** a "basic incentive payment" equal to 6 percent of **COUNTY** AFDC collections for the previous month, and an additional 6 percent of **COUNTY** non-AFDC collections for the previous month. The total amount paid as incentives for non-AFDC collections shall not exceed the total amount paid as incentives for AFDC collections, except as provided in subparagraph c of this paragraph.

f. If the **STATE**, as a whole, qualifies for additional incentives in excess of six (6) percent, the **COUNTY** shall receive additional incentives as provided in the methodology developed in accordance with the requirement set forth at 45 CFR 303.52 based on the **COUNTY'S** applicable cost-effectiveness ratios for both AFDC and non-AFDC collections provided, however, that the total amount paid as incentives for non-AFDC collections shall not exceed the total amount paid as incentives for AFDC collections, except as provided in subparagraph (c) of this paragraph.

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

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:

This AGREEMENT shall be in effect from July 1, 1995, through June 30, 1996. 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.

H. Funding Limitation:

The funding available for use in this program is limited to monies received from DHHS for operation of the Missouri State Plan for Child Support Enforcement under Title IV-D of the Social Security Act and is also 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:

1. Total **COUNTY** expenditures during the period covered by this **AGREEMENT** are estimated at: \$2,500,000.00. 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.

2. Total **COUNTY** FTE identified to fulfill the responsibilities of Section 454.405 RSMo include 64 to perform full-time IV-D related work and/or 6 to perform IV-D related work in conjunction with other county-related duties.

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

For the County of Jackson:

*Kathryn Shields*  
County Executive

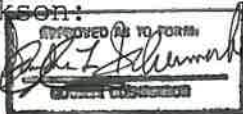
9-5-95  
Date

*Gene McCall*  
Prosecuting Attorney

9-8-95  
Date

*Paul Morgan*  
Administrator Circuit Court

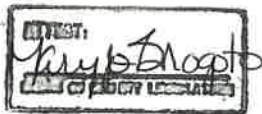
8-10-95  
Date



For the Division of Child Support Enforcement:

*John Dallen*  
Director-Division of Child Support Enforcement

9-26-95  
Date







*William J. ...*



UNITED STATES DEPARTMENT OF JUSTICE  
CENTRAL OFFICE

95 SEP 25 AM 9:58

RECEIVED