

# Pennington County Human Service Committee

## Meeting Agenda

December 19, 2023

12:00 pm

Members Present

\_\_\_\_\_ Bruce Lawrence      \_\_\_\_\_ Dave Sorenson      \_\_\_\_\_ Seth Nelson  
\_\_\_\_\_ Neil Peterson      \_\_\_\_\_ Roy Sourdif

### Section A

Minutes: Review of 11/21/2023 HSC Meeting minutes

- I. Personnel:
  - A. Update on Social Work/Disability Wavier Position
  - B. Update on Child Protection Social Worker Position
  - C. Update on Family Based Worker Position
  
- IV. General:
  - A. CY 2024 Child Support Division Security Officer Agreement for Pennington County
  - B. County Inspection Report
  - C. CY 2024 Behavioral Health (Temporary Confinement) Purchase of Services Agreements Between Sanford Behavioral Health and PCHS
  - D. 2023 Out-of-Home Cost Report
  - E. Month's End Cash Balance
  - F. Other

### Section B

- I. Special Case Situations (Social Services)
- II. Income Maintenance Update
- III. Special Case Situations (Public Assistance)
- IV. Payment of Bills

### Section C

- I. Dates of Upcoming Committee Meetings:

0/16/2024	02/20/2024	03/19/2024
12:00 pm	12:00 pm	12:00 pm

A regular meeting of the Pennington County Human Service Committee was held at 12:00 pm, November 21, 2023, at the Pennington County Justice Center.

COMMITTEE MEMBERS PRESENT:

Neil Peterson  
Seth Nelson  
Bruce Lawrence  
Dave Sorenson  
Roy Sourdif

STAFF MEMBERS PRESENT:

Julie Sjostrand, Director  
Elizabeth Gerhart  
Tammy Johnson  
Stacy Anderson  
Mitch Anderson

SECTION A

I. MINUTES:

The October 17, 2023, Human Service Committee Meeting Minutes were electronically posted for review. Noting no corrections or changes, a recommendation was made to forward the Minutes to the Consent Agenda.

II. PERSONNEL:

- A. The Director presented an update on the Social Work/Disability Position.
- B. The Director presented an update on the Mental Health/Social Work Position.
- C. The Director presented an update on the Child Protection Worker Position.

III. GENERAL:

- A. The CY 2024 AC/SWS Support Services Agreement between Pennington County and TriMin System, INC. to provide Professional Services for maintenance of our systems (ACS and SWS) was presented for consideration. Upon conclusion of the presentation a recommendation was made to forward this item to the Consent Agenda.
- B. The Director presented the 2024 Child Welfare opiate allocation-Agency Plan. Upon conclusion of the presentation a recommendation was made to forward this item to the Consent Agenda.
- C. The Director presented the County Vulnerability Management Program for CY 2024 along with the County Inspection Report. Upon conclusion of the presentation a recommendation was made to forward this item to the Consent Agenda.
- D. The CY 2024 Behavioral Health (Community Based Services/Residential) Purchase of Service Agreements between Sanford Behavioral Health and Pennington County Human Services was presented for consideration. Upon conclusion of the presentation a recommendation was made to forward this item to the Consent Agenda.
- E. The Director presented the cost of 4 laptops and setup from ABM Technology Group. Upon conclusion of the presentation a recommendation was made to forward this item to the Consent Agenda.

- F. The Director presented the cost of the 2<sup>nd</sup> phase of the purchase of office furniture for the 3<sup>rd</sup> floor of the Government Center from Connect Interiors at a cost of \$56,820.02. Upon conclusion of the presentation a recommendation was made to forward this item to the Consent Agenda.
- G. The Out-of-Home Cost Report through October 2023 was presented for Review.
- H. The month's end cash balance for October 2023 stands at \$ 4,520,293.45.

**SECTION B**

- I. No Social Service cases were presented for special case review.
- II. Tammy Johnson, Financial Assistant Supervisor presented the Emergency Assistance/Emergency General Assistance October 2023 report of activity. She reported the Income Maintenance open case count stands at 2081.
- III. No Income Maintenance cases were presented for special case consideration.
- IV. A listing of bills presented for payment was reviewed. A recommendation for payment of the bills was forwarded to the Consent Agenda.

**SECTION C**

Be resolved that the foregoing record is a true and accurate recording of the official actions and recommendations of the Human Service Committee for Pennington County and, as such, constitutes the official minutes thereof.

Chair: \_\_\_\_\_

Attest: \_\_\_\_\_

NEXT COMMITTEE MEETING: December 19, 2023, at 12:00 p.m.

**ATTACHMENT A**

**CY 2024-2025 IV-D CHILD SUPPORT COOPERATIVE ARRANGEMENT**

**WITH**

Pennington **OFFICES OF HUMAN SERVICES,**

**COUNTY SHERIFF and COUNTY ATTORNEY**

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

**RECITALS**

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

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

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

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

Whereas, the above-referenced entities enter into this Cooperative Arrangement to set forth their respective responsibilities in providing services necessary to the operation of the child support enforcement program under Title IV-D of the Social Security Act; and

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

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

**I. GENERAL TERMS**

- A. **Duration of Arrangement.** It is agreed that this Cooperative Arrangement will commence on **January 1, 2024**, and will expire on **December 31, 2025**. The Cooperative Arrangement may be terminated earlier upon sixty (60) days written notice to all other parties. This Cooperative Arrangement shall be renewed upon written agreement of all parties.
- B. **Effective date for payment of federal funds.** The effective date of this Cooperative Arrangement for the payment of federal funds is the first date of the quarter in which the COUNTY, County Attorney, and County Sheriff obtain all required signatures.
- C. **Purpose.** The purpose of the child support program is to establish paternity and secure financial support for minor children who are living apart from one or both parents as more fully set forth in Title IV-D of the Social Security Act. In order to meet this purpose, this Cooperative Arrangement establishes procedures for the provision of services to the child support program by the County Attorney, and the County Sheriff.
- D. **Parties.** "Parties" means the COUNTY and the Cooperating Agencies. "Cooperative Agency" is defined in the Cooperative Agreement.
- E. **STATE.** "STATE" means the Minnesota Department of Human Services, Child Support Division.
- F. **DHS.** "DHS" means the Minnesota Department of Human Services.
- G. **CSD.** "CSD" means the STATE's Child Support Division.
- H. **Duties.** The specific duties of each Party are set forth more fully below. This Cooperative Arrangement also provides for reimbursing administrative costs in accordance with federal regulations and state policy.
- I. **Amendments.** Any amendment to this Cooperative Arrangement must be in writing and will not be effective until it has been executed and approved by the same parties who executed and approved the original Cooperative Arrangement, or their successors in office. Any amendment of this Cooperative Arrangement must be sent to the DHS' Deputy Director of the Child Support Division.
- J. **Records.** The parties will maintain all records, including financial records, related to all services provided under this Cooperative Arrangement for the longer of six (6) years following the end date of this agreement or as otherwise provided by law. Record maintenance will be in accordance with all federal, state, and local records retention policies, reporting and safeguarding requirements. Records related to services provided under this Cooperative Arrangement will be made available and subject to state and federal review and audit.

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

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

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

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

1. Policy Dispute

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

a. CARC Review

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

b. Procedure

The County Attorney shall bring its disagreement with the STATE's interpretation to the CARC. The CARC shall decide whether to submit the dispute to the CSD Division Deputy Director. If a dispute is submitted to the STATE, it must clearly state the following information in writing: The disputed policy; exactly what part of the policy is disputed; the legal and/or policy reasons for the difference in interpretation; and a proposed solution to the differences in interpretation. The CSD Division Deputy Director and the CARC shall attempt to resolve the disagreement in an informal manner. If the CARC and the CSD Division Deputy Director are unable to reach an informal resolution of the policy dispute, the CARC may request the CSD Division Deputy Director to issue a written decision. The CSD Division Deputy Director shall issue a written decision as soon as practicable. If the CARC disagrees with the written decision, the CARC may seek mediation of the policy dispute through the Minnesota Office of Administrative Hearings (OAH). The County Attorney's office initiating the policy dispute shall be responsible for the payment of mediation fees. The decision of OAH is binding upon the COUNTY and the STATE unless an appeal is filed with the district court within thirty (30) calendar days of the OAH decision.

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

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

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

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

## II. Information Privacy

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

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

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

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



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

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

**F. *Family Violence Indicator.***

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

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

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

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

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

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

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

**III. PROVISION OF LEGAL SERVICES**

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

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

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

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

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

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

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

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

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

2. Promptly notify the COUNTY of any actions that the COUNTY must take in order for the County Attorney to meet these performance standards.
  3. Communicate with the COUNTY concerning child support cases prior to hearings;
  4. Communicate, to the extent practicable, with opposing counsel prior to hearings;
  5. Reserve, to the extent that it is within the County Attorney's control, the necessary time and resources necessary to effectuate the timely resolution of child support legal issues;
  6. Meet all timeframes for taking legal actions and establishing and enforcing orders as set forth in the federal regulations and state policies, recognizing exigent circumstance.
  7. Cooperate with the COUNTY to meet federal timeframes for IV-D Program services:
    - i. Within ninety (90) calendar days of locating the alleged father or noncustodial parent, establish paternity and establish an order for support or complete service of process necessary to commence proceedings.
    - ii. For cases in which service of process is necessary, establish paternity and establish an order for support:
      - Within six (6) months in 75% of the cases, and
      - Within twelve (12) months in 90% of the cases.
    - iii. From the date of service of process:
      - Within one hundred eighty (180) calendar days of receiving a request for review or locating the non-requesting parent, review and adjust the order or determine that the order should not be adjusted.
  8. Comply with the Civil Rights Compliance standards for agencies that deliver services under Cooperative Arrangement with or sub-contracts/Cooperative Agreements with DHS.
- D. **Reimbursement to the County Attorney.** Reimbursement to the County Attorney shall be for the actual cost of providing services to the COUNTY incurred by the County Attorney's office. Payments claimed and paid shall be consistent with the requirements and prohibitions set out in Minnesota Statutes, chapter 388.

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

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

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

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

Reimbursement Estimate to the County Attorney:

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

\$ 25,886

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

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

**2024:** total estimated cost of \$ 26,663

**2025:** total estimated cost of \$ 27,463

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

N/A

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

**E. *Reimbursement Terms to the County Attorney.***

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

**IV. PROVISION OF SERVICES BY THE COUNTY SHERIFF**

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

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

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

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

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

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

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

- c. Return all withdrawn IV-D warrants to the COUNTY within ten (10) days of withdrawal.
3. Locate Services
    - a. Respond to COUNTY requests for location information by accessing available resources such as National Crime Information Center (NCIC) and the Bureau of Criminal Apprehension (BCA) and other automated resources with due diligence.
  4. Security Services
    - a. With advanced notice, provide special security service to the COUNTY and to the courts.
  5. Other Services
    - a. On a daily basis, provide daily jail and Huber rosters, and upon request, provide information to COUNTY about inmates' dates of incarceration, employment status, address information and any other relevant information.
    - b. Meet with the COUNTY Child Support Deputy Director as requested, regarding policy and procedural issues.
    - c. Cooperate with the COUNTY to meet federal timelines for IV-D services:
    - d. Within seventy-five (75) days of determining that location is necessary, access appropriate locate sources.
    - e. If service of process is necessary, service must be completed or unsuccessful attempts must be documented within sixty (60) calendar days of identifying a delinquency, or of locating the noncustodial parent, if location is necessary.
    - f. Comply with the Civil Rights Compliance standards for agencies that deliver services under Cooperative Agreement with the State of Minnesota Department of Human Services.

**D. Reimbursement to the County Sheriff.**

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

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

Reimbursement Estimate to the County Sheriff:

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

\$ 2,296

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

*Note: Estimated County Sheriff costs may be calculated using the prior budgeted*



amount identified above, increased by a cost of living adjustment of 3% per year.

2024: total estimated cost of                     \$ 2,365                    

2025: total estimated cost of                     \$ 2,436                    

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

N/A

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

**E. Reimbursement Terms to the County Sheriff.**

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

**V. CERTIFICATION REGARDING DEBARMENT AND SUSPENSION**

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

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

Instructions for Certification:

1. By signing and submitting this Cooperative Arrangement, the prospective lower tier participant is providing the certification set out below.

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

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

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

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

**REMAINDER OF PAGE INTENTIONALLY LEFT BLANK  
SIGNATURE PAGE FOLLOWS**

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

**Parties:**

Pennington

NOTE: Date Stamp is included in Electronic Signature.

\_\_\_\_\_  
COUNTY NAME

\_\_\_\_\_  
SIGNATURE of Person Authorized to Execute Arrangement on Behalf of County

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
County Attorney Signature  
(REQUIRED ON ALL ARRANGEMENTS)

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
County Sheriff Signature  
(REQUIRED ON ALL ARRANGEMENTS)

\_\_\_\_\_  
Printed Name

**Approved By:**

\_\_\_\_\_  
SIGNATURE of Interim Director, Minnesota Child Support Division, Children and Family Services, Minnesota Department of Human Services

**Michele M. Schreifels**

\_\_\_\_\_  
Printed Name

State of Minnesota – County  
Child Support Program  
Interagency Cooperative Agreement

**CY 2024-2025**

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

**The Minnesota Department of Human Services, Child Support Division**

**and**

**Pennington County**

---

## TABLE OF CONTENTS

1.	Definitions.....	1
	1.1 Administrative Instructions	
	1.2 Business Day.....	2
	1.3 Calendar Day	
	1.4 Central Registry	
	1.5 Cooperating Agency	
	1.6 Cooperative Arrangement	
	1.7 Cooperative Agreement Manager	
	1.8 Cooperative Agreement Review Committee	
	1.9 County Attorney	
	1.10 County Sheriff	
	1.11 Governing Board of a County	
	1.12 IV-D Program .....	3
	1.13 Participant	
	1.14 Parties	
	1.15 PRISM	
	1.16 Program Instructions	
	1.17 IV-D Program Requirements	
	1.18 State Disbursement Unit	
	1.19 User Documentation	
2.	Appointment of Cooperative Agreement Manager	
	2.1 Contact Information for Cooperative Agreement Managers	
3.	COUNTY's Duties and Responsibilities .....	4
	3.1 General Requirements	
	3.1.1 Policy Conflict	
	3.2 Provide Services	
	3.2.1 Provide Customer Service	
	3.3 Hold Harmless	
	3.4 Cooperative Arrangements.....	5
	3.5 Purchase of Service Agreements	
	3.6 Notification of Appeals	
	3.6.1 Notice of Substantive Adverse Decisions.....	6
	3.7 Internet Access	
	3.8 Provide Information	
	3.9 Information Technology Security	
	3.9.1 COUNTY Security Officer	
	3.9.2 Security Policies, Procedures and Guidelines	
	3.10 Cooperation with Other Agencies	
	3.11 Providing Resources to Improve Support in Minnesota (PRISM)	
	3.11.1 Maintain Automation Equipment	
	3.11.2 No Alteration of Software	
	3.11.3 Authorized Access to Automation Equipment.....	7
	3.12 Cost-Sharing Allocation Plan	
	3.13 Maintain PRISM Financial Records	
	3.13.1 Enter Court Order and Balance Information	
	3.13.2 Receipt and Disbursement (R&D) Adjustments	
	3.14 Failure to Maintain PRISM Financial Records	
	3.15 Reimbursement for Failure to Follow Policy and Instructions	
	3.16 Collections, Receipts, and Disbursements	
	3.17 Records Maintenance	

3.18	Confidentiality of Records.....	8
3.18.1	Cooperating Agencies and Compliance with Regulations.....	
3.18.2	Others Requesting PRISM Information or Access for the Purpose of the Administration of the Child Support Program.	
3.18.3	Other Parties Requesting Access to PRISM or PRISM Information.....	9
3.18.4	Not a “Business Associate Agreement.”	
3.19	Federal Parent Locator Service	
3.20	IRS Cooperative agreement Language for General Services.....	10
3.20.1	Performance	
3.20.2	Criminal/Civil Sanctions.....	11
3.20.3	Inspection.....	12
3.21	Bonding.....	13
4.	STATE’s Duties and Responsibilities	
4.1	General Requirements.....	13
4.2	Child Support Division (CSD) Memos/Child Support Bulletins	
4.3	Program Instructions	
4.3.1	Program Instruction Change	
4.3.2	Reasonable Time Period to Implement.....	14
4.3.3	Extension of Time Period to Implement	
4.4	Monitoring	
4.5	Comprehensive Training	
4.6	Information to the Public	
4.7	Standard Cooperative Agreements	
4.8	Central Registry	
4.9	PRISM Maintenance	
4.10	PRISM Enhancement	
4.11	Ownership of Software.....	15
4.12	Tax Intercept	
4.13	New Hire Reporting	
4.14	Provide Direct Program Assistance to COUNTY	
4.15	Delegation of Authority	
4.16	Confidentiality of Records	
5.	Procurement	
5.1	Equipment	
6.	Allocations	
6.1	Standards of Performance and Performance Based Allocation	
6.2	County Contribution	
7.	Funding .....	16
8.	Federal Reimbursement	
8.1	County Income Maintenance Claims	
8.1.1	County-Wide Indirect Claim.....	17
8.2	Adjusted Reimbursement Claims	
8.3	Non-Compliance	
8.3.1	Compliance Review	
8.3.2	Advance Notice.....	18
8.4	Disallowances	
8.5	Conditions of Payment.	
8.6	Payment Recoupment	

9.	Program Operation: Records, Reporting, Monitoring and Security	
9.1	Record Keeping Requirements	
9.2	Records Maintenance	
9.3	Records Availability .....	19
9.4	Federal or State Authority to Review Documents	
9.5	Records Security and Access	
10.	Annual Audit	
10.1	Compliance with Single Audit Act	
10.2	State Audits	
10.3	Audit Disallowance	
	10.3.1 COUNTY's Liability	
	10.3.2 Fiscal Sanction.....	20
10.4	Audit Adjustments	
	10.4.1 Audit Adjustment Determination	
	10.4.2 Payment Adjustments	
11	Administrative Review	
11.1	Review Process	
11.2	Administrative Appeal.....	21
	11.2.1 Notice of Demand for Appeal	
	11.2.2 Process	
	11.2.3 Policy Disputes: Limited Reimbursement Guarantee	
12.	General Provisions	
12.1	Lobbying Certification .....	22
12.2	Debarment Certification. Debarment by State or Federal Government, or any State or Federal Departments, Commissions, Agencies or Political Subdivisions Debarment Certification	
	12.2.1 Subcontractor Debarment	.
12.3	Prohibitions on Weapons	
12.4	Provisions of Services and Programs.....	23
	12.4.1 Funding Limitations	
	12.4.2 COUNTY Funding	
	12.4.3 Lawful Power and Duties	
12.5	Data Disclosure	
12.6	Liability	
12.7	Voter Registration Requirement	
12.8	Conditions on the Parties' Obligations	
12.9	Governing Law, Jurisdiction, and Venue.....	24
12.10	Severability	
12.11	Assignment, Amendments, Waiver, Cooperative Agreement Complete	
	12.11.1 Assignment	
	12.11.2 Amendments	
	12.11.3 Waiver	
	12.11.4 Cooperative Agreement Complete	
	12.11.5 Effective Date	
	Signature Page .....	25
	Attachment A: Cooperative Arrangement (a separate document)	
	Attachment B: Certification Regarding Lobbying.....	26
	Attachment C: Disclosure of Lobbying Activities.....	27
	Attachment D: Certification Regarding Debarment and Suspension.....	30



State Copy [ ]  
County Copy [ ]

**CY 2024-2025 STATE OF MINNESOTA-COUNTY INTERAGENCY  
COOPERATIVE AGREEMENT COVERING THE ADMINISTRATION OF CHILD SUPPORT,  
ESTABLISHMENT OF PATERNITY, AND MEDICAL SUPPORT LIABILITY PROGRAMS  
BY AND BETWEEN:**

**The Minnesota Department of Human Services, Child Support Division**

**And**

**Pennington**  
\_\_\_\_\_ **County**

**THIS INTERAGENCY COOPERATIVE AGREEMENT** (hereinafter referred to as "Cooperative Agreement") is made and entered into for the period of January 1, 2024, through December 31, 2025, by and between the Minnesota Department of Human Services, Child Support Division, hereinafter referred to as "STATE," and the Governing Board of Pennington County (hereinafter referred to as "COUNTY") and its designated Child Support Office (hereinafter referred to as "County IV-D Agency or IV-D Agency"). STATE and COUNTY are hereinafter collectively referred to as "the Parties".

**RECITALS**

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

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

**WHEREAS**, the County IV-D Agency is responsible for local operation of child support services under Minnesota Statutes, section 393.07, subdivision 3; and

**WHEREAS**, the above-referenced entities wish to enter into this Cooperative Agreement to set forth their respective responsibilities in providing services necessary to the operation of the child support enforcement program under Title IV-D of the Social Security Act, 42 United States Code (U.S.C.), sections 651 through 699b; and enter this agreement to meet the requirements of 45 Code of Federal Regulations (C.F.R.), sections 303.107 and 302.34.

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

**COOPERATIVE AGREEMENT**

**1. Definitions.** The following definitions apply to the terms used in this Cooperative Agreement unless the context clearly requires otherwise:

**1.1 Administrative Instructions.** Administrative instructions are from the STATE to the COUNTY on administrative or financial matters.

- 1.2 Business Day.** Business day means a day on which STATE offices are open for regular business.
- 1.3 Calendar Day.** Calendar day means each day shown on the calendar, including weekends and holidays.
- 1.4 Central Registry.** The Central Registry is the STATE unit of government responsible for receiving, disseminating, and overseeing the processing of all incoming interstate IV-D cases.
- 1.5 Cooperating Agency.** A Cooperating Agency is the County Sheriff or County Attorney who provides child support services for the COUNTY pursuant to a Cooperative Arrangement. "Cooperating Agencies" refers to both the County Sheriff and the County Attorney.
- 1.6 Cooperative Arrangement.** A Cooperative Arrangement is the standard template, which is paired to the Cooperative Agreement as **Attachment A**. This standard template must be used by the COUNTY when securing services from the County Attorney and the County Sheriff for the operation of the IV-D Program.
- 1.7 Cooperative Agreement Manager.** The Cooperative Agreement Manager is the contact person for each of the parties. The STATE's Cooperative Agreement Manager is the official contact with the COUNTY and is responsible for enforcing provisions of the Cooperative Agreement and assuring the provisions are carried out by the COUNTY.
- 1.8 Cooperative Agreement Review Committee (CARC).** The CARC shall be responsible for representing the COUNTY and County Attorney offices in seeking policy dispute resolution under the Cooperative Agreement and Cooperative Arrangement. The CARC members are appointed by the STATE Child Support Division (CSD) Director, in consultation with Counties and County Attorneys, and shall be comprised of three County Directors and three County Attorneys.
- 1.9 County Attorney.** Minnesota County Attorney means the attorney under Minnesota Statutes, chapter 388 and section 393.11, subdivision 2, who is employed by or contracted under a Cooperative Arrangement by the governing board of the COUNTY to provide support enforcement services specified under this Cooperative Agreement.
- 1.10 County Sheriff.** Minnesota County Sheriff means the sheriff under Minnesota Statutes, chapter 387, who is employed by or contracted under a Cooperative Arrangement by the governing board of the COUNTY to provide support enforcement services specified under this Cooperative Agreement.
- 1.11 Governing Board of a County.** The Governing Board of a County means the governing body of the local unit of government responsible for the administration of public welfare programs and services, including child support, in the county or multi-county area. This may include County Boards, organized under Minnesota Statutes, chapter 375; local social service agencies, organized under Minnesota Statutes, chapter 393; Hospital Commissions, as empowered by Minnesota Statutes, chapter 393; Human Services Boards, organized under Minnesota Statutes, chapter 402; Service Delivery Authorities, organized under Minnesota Statutes, chapter 402A; or

any other local unit of government which is responsible for the administration of child support enforcement services for the local area.

- 1.12 IV-D Program.** The Minnesota programs provided for by Title IV-D of the federal Social Security Act, 42 C.F.R., sections 651 through 699b, in accordance with the language of Minnesota Statutes, sections 256.741 and Minnesota Statutes, chapter 518A and other state and federal statutes, federal regulations, and controlling court cases in effect during the term of this Cooperative Agreement.
  - 1.13 Participant.** A participant is an IV-D case participant, including an individual that is listed as a case member in an open IV-D support case.
  - 1.14 Parties.** The collective Parties, STATE and COUNTY.
  - 1.15 PRISM.** "PRISM" means the Providing Resources to Improve Support in Minnesota system, the statewide child support database and associated programming, which the STATE owns and maintains.
  - 1.16 Program Instructions.** Program Instructions are directives from the STATE to the COUNTY on how to follow federal and state law and regulations.
  - 1.17 IV-D Program Requirements.** IV-D Program Requirements are the state and federal law requirements of the IV-D program.
  - 1.18 State Disbursement Unit (SDU).** "SDU" means the State Disbursement Unit responsible for centralized receipt and distribution of child support and other support-related payments. The SDU includes the activities and staff at the Minnesota Child Support Payment Center (CSPC), located in St. Paul, Minnesota.
  - 1.19 User Documentation.** User documentation is material contained in STATE's eMilo and SIR MILO websites and available at [www.dhssir.cty.dhs.state.mn.us/PRISM](http://www.dhssir.cty.dhs.state.mn.us/PRISM).
- 2. Appointment of Cooperative Agreement Manager.** Each of the parties shall have a Cooperative Agreement Manager. The STATE's Cooperative Agreement Manager is the Child Support Division (CSD) Division Deputy Director or designee. The COUNTY's Cooperative Agreement Manager is the individual responsible for administration of the Cooperative Agreement as designated by the Governing Board of the COUNTY.

**2.1 Contact Information for Cooperative Agreement Managers.**

**STATE:** Michele Schreifels, Interim Director [Michele.Schreifels@state.mn.us](mailto:Michele.Schreifels@state.mn.us), CSD, 444 Lafayette, 3S, St. Paul, MN, 55155, 651-431-6406, or successor.

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

Julie Sjostrand

(218) 681-2880

[jasjostrand@co.pennington.mn.us](mailto:jasjostrand@co.pennington.mn.us)

---

318 Knight Ave. N. , PO Box 340 Thief River Falls, MN. 56701

---

### 3. COUNTY's Duties and Responsibilities. The COUNTY shall:

**3.1 General Requirements.** Implement and administer the responsibilities specified in this Cooperative Agreement pursuant to the requirements of the IV-D Program. The COUNTY agrees that the functions performed and services provided or purchased by the COUNTY, as specified in this Cooperative Agreement, shall be in accordance with applicable state and federal law, User documentation, STATE and federal Office of Child Support Enforcement (OCSE) published material and correspondence, county messages, state and federally approved corrective action plans, and fiscal audits as applicable. Unless otherwise stated, on-line manuals take precedence over paper manuals.

**3.1.1 Policy Conflict.** If the STATE issues any of the following items that bring existing policy into question, the COUNTY has ninety (90) calendar days from the date of issuance of the policy or court decision (or 90 calendar days from the date a bill becomes law) to make a written objection to the legal risk associated with the new or changed policy, direction, or law:

- new or changed policy;
- new or changed procedures;
- newly published Court decisions; or
- newly published state or federal law.

Once the STATE receives the written objection, the STATE shall meet with the COUNTY and any other relevant stakeholders. The stakeholders shall attempt to resolve the objection informally. The STATE may agree to reimburse the COUNTY for costs arising from adhering to the STATE's policy or direction as described in section 11.2.3 without resorting to the procedural requirements of section 11. Within thirty (30) days of meeting with COUNTY, the STATE will issue a determination.

Notwithstanding the procedural requirements of section 11, if the Parties do not agree upon an informal resolution, the COUNTY may utilize the formal dispute resolution procedure identified in Section 11.2.

**3.2 Provide Services.** Provide all appropriate IV-D Program services. These services include, but are not limited to, case intake and assessment; establishment of paternity; location of absent parents; establishment of enforceable basic support obligations; enforcement of payment of child and spousal support obligations; and establishment and enforcement of medical and child care support obligations.

**3.2.1 Provide Customer Service.** Provide direct customer service by responding to all inquiries from IV-D participants and the general public, including those inquiries related to centralized child support services. The COUNTY shall respond to participant inquiries and complaints referred from the STATE according to the policies and procedure outlined in section 3.1.

**3.3 Hold Harmless.** Except as provided in section 3.1.1, each Party is responsible for its own acts or omissions while performing the services described in this Cooperative Agreement.

- 3.4 Cooperative Arrangements.** Establish and maintain written Cooperative Arrangements between the COUNTY and other county officials who have a statutory obligation pursuant to 45 C.F.R., section 302.34 to cooperate with the STATE and COUNTY as necessary to provide services required under the IV-D Program in compliance with this Cooperative Agreement.

Counties, County Attorneys, and County Sheriffs must use the standard Cooperative Arrangement, named as **Attachment A**, to ensure statewide uniformity and meet minimum federal requirements in accordance with 45 C.F.R., section 303.107. Administrative reimbursement is available for services provided under a Cooperative Arrangement for the calendar quarter during which the Parties execute the Cooperative Arrangement and for subsequent calendar quarters that the Cooperative Arrangement is in effect. If no signed Cooperative Arrangement is in place for a calendar quarter, no federal reimbursement is available for that calendar quarter.

Submit copies of the signed Cooperative Arrangements to the Child Support Division by February 28, 2024. The STATE must review the Cooperative Arrangements and notify the COUNTY within twenty (20) business days if the Cooperative Arrangement, on its face, fails to meet the minimum specifications required under S policy.

COUNTY shall provide a signed copy of each Cooperative Arrangement to the Child Support Division no later than March 31, 2024, in order to claim IV-D federal financial participation (FFP) reimbursement for cooperative agency expenses incurred during the first quarter of the calendar year.

If, at any time during the Cooperative Agreement, the COUNTY enters into Cooperative Arrangements with additional cooperating agencies, the COUNTY must immediately send a copy of the new Cooperative Arrangement to the Child Support Division.

The COUNTY may not claim IV-D FFP reimbursement for cooperative agency expenses incurred for any calendar quarter when copies of appropriately signed Cooperative Arrangements are not provided to the Child Support Division by the end of that calendar quarter.

- 3.5 Purchase of Services Agreements.** As necessary, enter into agreements to purchase services to the extent that payment for such services does not exceed the amount reasonable and necessary to assure the quality of such services. The COUNTY must fully document in the COUNTY records its determination that the amounts are reasonable and necessary. The COUNTY must require debarment certification from contractors who do or may receive federal funds, pursuant to the requirements of section 12.3 below. STATE supervision of purchase of service agreements is limited to those for which FFP is available under the IV-D regulations.

- 3.6 Notification of Appeals.** With the County Attorney, notify the CSD Division Deputy Director within seven (7) business days of any IV-D case that is appealed to the Minnesota Court of Appeals, the Minnesota Supreme Court, or federal court by either one of the child support case participants or the COUNTY. The STATE will review the appeal and consult with the County Attorney and the Office of the Attorney General as necessary.

- 3.6.1 Notice of Substantive Adverse Decisions.** The COUNTY shall also report to the CSD Division Deputy Director any child support orders or judgments that call into question the constitutionality or enforceability of child support statutes or program instructions.
- 3.7 Internet Access.** Have and maintain access to the Internet for all of the COUNTY caseworkers.
- 3.8 Provide Information.** Provide any information requested for state and federal program reviews and audits.
- 3.9 Information Technology Security.** Provide for information technology security in accordance with the STATE's policies and procedures.
- 3.9.1 COUNTY Security Officer.** Designate an employee as COUNTY Security Officer or Backup COUNTY Officer to be responsible for ensuring compliance with security precautions for state-owned computer equipment, data confidentiality, and user access.
- 3.9.2 Security Policies, Procedures and Guidelines.** Adhere to the STATE's policies and procedures as provided in STATE's:
- Data Practices Manual;
  - Information Policy Standards;
  - Program instructions; and
  - Office of Information Security instructions.
- 3.10 Cooperation with Other Agencies.** Agree that the COUNTY, in administering the requirements of the IV-D Program, will cooperate with other Minnesota county, tribal, and state-operated economic support agencies, and other Minnesota state agencies to the extent authorized by state and federal law.
- 3.11 Providing Resources to Improve Support in Minnesota System (PRISM).** Cooperate with the operation of and to use the Providing Resources to Improve Support in Minnesota System or its successor system (both hereinafter referred to as "PRISM") as agreed upon by the STATE and the COUNTY. The COUNTY and STATE shall work together to ensure the efficient and effective operation of automated systems in support of the programs covered by this Cooperative Agreement. Both Parties acknowledge a joint responsibility to work cooperatively to identify system deficiencies and operational problems. The STATE acknowledges its responsibility to maintain PRISM in maximum functional status for the benefit of all COUNTY and state users. The STATE shall take all necessary actions to assure the uninterrupted availability of PRISM during normal business hours.
- 3.11.1 Maintain Automation Equipment.** Maintain and not alter or add to any child support automation equipment that is physically installed by the STATE unless prior approval is given. Any costs incurred by the COUNTY because of STATE approved equipment moves shall be reimbursed per the applicable FFP rate.
- 3.11.2 No Alteration of Software.** Agree that neither COUNTY nor other COUNTY staff persons working under the Cooperative Arrangement for the COUNTY will alter

State of Minnesota provided software or add software programs that will adversely affect child support automation in the COUNTY without the permission of the STATE.

- 3.11.3 Authorized Access to Automation Equipment.** Ensure that all automation equipment connected to the State of Minnesota computer reporting network is not accessible to persons other than those authorized by the COUNTY Security Officer for purposes of program administration and shall specifically limit such access in each Cooperative Arrangement.
- 3.12 Cost-Sharing Allocation Plan.** Reimburse the STATE under an approved cost-sharing allocation plan if automation equipment, software, or services are used for any purpose or program other than child support or program administration.
- 3.13 Maintain PRISM Financial Records.** Be responsible to maintain and update PRISM financial information including the following:
- 3.13.1 Enter Court Order and Balance Information.** Enter court order and account balance information in a timely manner and make appropriate adjusting entries as necessary, to ensure distribution and allocation of payments pursuant to the state statute and federal distribution hierarchy.
- 3.13.2 Receipt and Disbursement (R&D) Adjustments.** Perform adjustments to receipt and disbursement amounts in accordance with the STATE's policies and procedures.
- 3.14 Failure to Maintain PRISM Financial Records.** Be responsible for court-ordered reimbursement to case participants when the reimbursement is caused by the failure of the COUNTY to maintain proper PRISM financial records.
- 3.15 Reimbursement for Failure to Follow Policy and Instructions.** Be responsible for reimbursement to case participants when the reimbursement is caused by the failure of the COUNTY to follow state and federal laws, Department of Human Services written policy directives, program instructions, or published IV-D directives that are appropriately and timely communicated to the COUNTY by the STATE or in the case of worker error. In the event of a dispute, the COUNTY may follow the procedures under Section 11.
- 3.16 Collections, Receipts, and Disbursements.** Pursuant to program instructions, (1) redirect all child support payments to the CSPC; and (2) forward any child support or other support related payments received by the COUNTY to the CSPC for receipting into PRISM within 24 hours.
- 3.17 Records Maintenance.** Maintain such records, case files, reports, evaluations, documents and accounting procedures and practices that the STATE specifies as necessary for STATE monitoring and auditing. Maintenance of such records, irrespective of the reporting requirements, is subject to STATE records retention schedules or directives allowing destruction of records. The COUNTY shall furnish such reports and documents to the STATE in the format and according to the schedules, as the STATE requires. The COUNTY must ensure that these reports comply with STATE reporting instructions. The STATE shall evaluate and monitor

compliance with reporting instructions.

**3.18 Confidentiality of Records.** Comply with the terms of the Information Privacy and Security Agreement (IPSA) that has been separately executed by the Parties (which is incorporated by reference into and made a part of this Cooperative Agreement) and with any successor agreement thereto, and with all applicable federal and state law governing the privacy and security of personally identifiable information about participants and others (PII). PII includes but is not limited to an individual's name, address, federal tax information (FTI), Social Security Number (SSN), and other private data on individuals (as defined in Minnesota Statutes, section 13.02, subdivision 12), whether maintained on PRISM or elsewhere by the COUNTY. The COUNTY shall develop, maintain, and enforce policies, procedures and appropriate administrative, technical, and physical safeguards to ensure PII is adequately protected against improper access, use, and disclosure. The COUNTY shall also ensure that its employees and subcontractors receive training regarding the requirements of applicable laws, including but not limited to the Minnesota Government Data Practices Act (MGDPA), Minnesota Statutes, chapter 13 and the Tax Information Security Guidelines for Federal, State and Local Agencies (26 U.S.C. 6103 and Publication 1075), and that its use of PII by employees is appropriately monitored.

**3.18.1 Cooperating Agencies and Compliance with Regulations.** Ensure that Cooperating Agencies have available all information necessary to perform under the Cooperative Arrangement. The COUNTY will include in the Cooperative Arrangement language that addresses compliance with state and federal privacy and confidentiality laws and regulations. This language shall specify that the cooperating COUNTY will be responsible for safeguarding the confidentiality of said information and using said information exclusively for the purposes allowed by federal law, state law, and federal regulations governing the operation of the IV-D Program. The COUNTY and/or COUNTY security staff have the responsibility to ensure that requested access to PRISM meets the requirement of the access being necessary solely for the purposes of administration of the IV-D Program. Any request that does not meet that requirement must be denied at the local level. All requests for PRISM access must be approved by the appropriate County Security Officer before state security staff will process the request.

**3.18.2 Others Requesting PRISM Information or Access for the Purpose of the Administration of the Child Support Program.** In the event that other individuals or other county programs request information from or access to the PRISM system through the COUNTY, the COUNTY shall recommend and grant access only for the purposes allowed by the federal and state law and regulations governing the operation of the IV-D Program. The COUNTY will submit appropriate signed data sharing agreements or individual confidentiality agreements as defined by the STATE prior to the STATE granting such access. The agreements will address compliance with relevant state and federal privacy and confidentiality laws and regulations specifying that any individual granted access will be responsible for safeguarding the confidentiality of said information and using said information exclusively for the purpose of the IV-D Program. COUNTY and/or COUNTY security staff will have the responsibility to ensure that requested information from or access to PRISM meets the requirement(s) for the purposes of administration of the Child Support Program.



Any request that does not meet that requirement must be denied at the local level. The appropriate COUNTY Security Officer or backup security officer must approve all requests for PRISM access or PRISM information before STATE security staff will process the request. The COUNTY is responsible for ensuring that the third party complies with all data privacy laws and regulations. This provision does not prevent COUNTY from sharing information with case participants, courts, and authorized third parties pursuant to Minnesota Statutes, chapters 256; 257; 518A; 518C; 571; and Minnesota Statutes, section 13.46.

**3.18.3 Other Parties Requesting Access to PRISM or PRISM Information.** Refer requests for access by third parties to information maintained by the PRISM system for reasons other than the purposes allowed by the federal and state law and regulations governing the operation of the IV-D program to the STATE. If the STATE releases county-specific data, the STATE will notify the COUNTY that is the subject of the request.

**3.18.4 Not a “Business Associate Agreement.”** This Agreement does not create a “business associate” relationship nor does it constitute a “business associate agreement” as defined in the Health Insurance Portability and Accountability Act (HIPAA).

**3.19 Federal Parent Locator Service.** Agree to comply with Federal and State privacy laws and regulations and the applicable provisions of the U.S. Department of Health and Human Services’ Office of the Chief Information Officer (HHS-OCIO) Policy for Information Systems Security and Privacy (IS2P) and the Automated Systems for Child Support Enforcement: A Guide for States (Federal Certification Guide). Agree to the required Federal Parent Locator Service (FPLS) cooperative agreement language for ensuring the confidentiality of FPLS, stated below.

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

The COUNTY shall to comply with and assume responsibility for compliance by its employees, agents, contractors and subcontractors with the following requirements:

- (1) The COUNTY shall submit requests to the FPLS solely to locate a parent for the purpose of establishing paternity, securing child support, or when applicable, to locate a parent in a paternal kidnapping case, establish or enforce a child custody or visitation order, and for other purposes specified in federal law and regulations.
- (2) The COUNTY shall educate all authorized personnel that access FPLS information on the confidentiality and security requirements of FPLS information, the safeguards required to protect FPLS information and child support program information, and the penalties for non-compliance.
- (3) The COUNTY shall restrict access to FPLS to authorized personnel who need the FPLS information to perform their official duties. The COUNTY must maintain a list of employees, agents, contractors and subcontractors with authorized access.
- (4) The COUNTY shall label all reports containing FPLS and to store all material containing FPLS in a locked container when the material is not in use.

- (5) The COUNTY shall immediately report any incident involving unauthorized access to or disclosure of FPLS information to the STATE.

**3.20 IRS Language for General Services.** The COUNTY shall comply with all Internal Revenue Service (IRS) procedures and safeguards (26 U.S.C., sections 6103 and 7213). The COUNTY agrees to the required IRS cooperative agreement language for ensuring the confidentiality of IRS information stated below.

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

**3.20.1 Performance.** In performance of this Cooperative Agreement, the COUNTY shall comply with and assume responsibility for compliance by its employees with the following Internal Revenue Service requirements as well as any other IRS requirements set forth in the Data Sharing Agreement:

- (1) All work is under the supervision of the COUNTY or the COUNTY's responsible employees.
- (2) The COUNTY and the COUNTY's employees with access to or who use FTI must meet the background check requirements defined in current STATE policy and background check requirements defined in IRS Publication 1075 when implemented in the state.
- (3) Any federal tax return or return information provided or made available by the IRS must be used only for carrying out the provisions of this Cooperative Agreement. The COUNTY must treat information contained in material provided by the IRS as confidential and not divulge or make it known in any manner to any person except as may be necessary in the performance of this Cooperative Agreement. Disclosure to anyone other than an officer or employee of the COUNTY is prohibited.
- (4) All federal tax returns and return information provided by the IRS must be accounted for upon receipt, and properly stored before, during, and after processing. In addition, all related output must be given the same level of protection as required for the source material.
- (5) The COUNTY certifies that the IRS data processed during the performance of this Cooperative Agreement will be completely purged from all data storage components of its computer facility at the time the work is completed. If immediate purging of all data storage components is not possible, the COUNTY certifies that it safeguards any IRS data remaining as required by law in an appropriate storage component to prevent unauthorized disclosures and completes logging of said data as required by Publication 1075.
- (6) The COUNTY must give the STATE or its designee any spoilage or any intermediate hard copy printout that may result during the processing of IRS data. When this is not possible, the COUNTY is responsible for the destruction of the spoilage or any intermediate hard copy printouts, and must provide the STATE or

its designee with a written statement containing the date of destruction, description of material destroyed, and the method used.

- (7) All computer systems processing, storing, or transmitting of Federal tax information provided by the IRS must meet the requirements defined in IRS Publication 1075. To meet functional and assurance requirements, the security features of the environment must provide for the managerial, operational, and technical controls. All security features must be available and activated to protect against unauthorized use of and access to Federal tax information.
- (8) The COUNTY shall not subcontract work involving Federal tax information (FTI) furnished under this Cooperative Agreement without prior written notice to the IRS, pursuant to IRS Publication 1075, Sections 7.4.3 and 11.3. Granting a contractor access to FTI must be preceded by certifying that each individual understands the agency's security policy and procedures for safeguarding IRS information. Contractors must maintain their authorization to access FTI through annual recertification. The initial certification and recertification must be documented and placed in the STATE's files for review. As part of the certification and, at least annually afterwards, contractors should be advised of the provisions of Internal Revenue Code (IRC) Sections 7431, 7213, and 7213A. The training provided before the initial certification and annually thereafter must also cover the incident response policy, procedure for reporting unauthorized disclosures, and data breaches. For both the initial certification and the annual certification, the contractor should sign, with either ink or electronic signature, a confidentiality statement certifying their understanding of the security requirements.
- (9) The COUNTY must maintain a list of employees and subcontractors with authorized access. The COUNTY must provide such list to the STATE and, upon request, to the IRS reviewing office.
- (10) The COUNTY shall immediately report to the STATE any incident involving an actual or suspected unauthorized access, use or disclosure of FTI information, in accordance with the requirements provided in User Documentation.
- (11) The STATE has the right to revoke the County's access to federal tax information, including federal tax information on the statewide child support computer system (PRISM) if the COUNTY fails to provide the safeguards described above.

### **3.20.2 Criminal/Civil Sanctions:**

- (1) Each officer or employee of the COUNTY to whom federal tax returns or return information is or may be disclosed will be notified in writing by the COUNTY that returns or return information disclosed to such officer or employee can be used only for a purpose and to the extent authorized herein, and that further disclosure of any such returns or return information for a purpose or to an extent unauthorized herein constitutes a felony punishable upon conviction by a fine of as much as \$5,000 or imprisonment for as long as 5 years, or both, together with the costs of prosecution. The COUNTY shall also notify each such officer and employee that any such unauthorized further disclosure of returns or return information may also result in an award of civil damages against the officer or employee in an amount not less than \$1,000 with respect to each instance of unauthorized disclosure.

These penalties are prescribed by IRC sections 7213 and 7431 and set forth at 26 C.F.R., section 301.6103(n)-1.

(2) Each officer or employee of the COUNTY to whom federal tax returns or return information is disclosed or may be disclosed shall be notified in writing by the COUNTY that any federal tax return or return information made available in any format shall be used only for the purpose of carrying out the provisions of this Cooperative Agreement. Information contained in such material shall be treated as confidential and shall not be divulged or made known in any manner to any person except as may be necessary in the performance of the Cooperative Agreement. Inspection by or disclosure to anyone without an official need to know constitutes a criminal misdemeanor punishable upon conviction by a fine of as much as \$1,000 or imprisonment for as long as 1 year, or both, together with the costs of prosecution. The COUNTY shall also notify each such officer and employee that any such unauthorized inspection or disclosure of returns or return information may also result in an award of civil damages against the officer or employee in an amount equal to the sum of the greater of \$1,000 for each act of unauthorized inspection or disclosure with respect to which such defendant is found liable or the sum of the actual damages sustained by the plaintiff as a result of such unauthorized inspection or disclosure plus in the case of a willful inspection or disclosure which is the result of gross negligence, punitive damages, plus the costs of the action. These penalties are prescribed by Internal Revenue Code sections 7213A and 7431.

(3) Additionally, it is incumbent upon the COUNTY to inform its officers and employees of the penalties for improper disclosure imposed by the Privacy Act of 1974, 5 U.S.C. section 552a. Specifically, 5 U.S.C., section 552a(i)(1), which is made applicable to COUNTY by 5 U.S.C., section 552a(m)(1), provides that any officer or employee of a COUNTY, who by virtue of his/her employment or official position, has possession of or access to agency records which contain individually identifiable information, the disclosure of which is prohibited by the Privacy Act or regulations established hereunder, and who knowing that disclosure of the specific material is prohibited, willfully discloses the material in any manner to any person or agency not entitled to receive it, shall be guilty of a misdemeanor and fined not more than \$5,000.

**3.20.3 Inspection.** The COUNTY will complete a tri-annual COUNTY Inspection Report, administered by the STATE's IV-D program and will remedy any identified issues regarding secure FTI use and storage. The IRS and the STATE, with 24-hour notice, shall have the right to send its officers and employees into the offices of the COUNTY for inspection of the facilities and operations performing any work containing or relating to FTI to determine compliance with requirements defined in IRS Publication 1075. The IRS' right of inspection shall include the use of manual and/or automated scanning tools to perform compliance and vulnerability assessments of information technology (IT) assets that access, store, process or transmit FTI. On the basis of such inspection, corrective actions may be required in cases where the COUNTY is found to be noncompliant with required safeguards.

**3.21 Bonding.** In accordance with 45 C.F.R., section 302.19, the STATE is required to ensure that every person who has *access to or control over funds* collected under the program is covered by a bond against loss resulting from employee dishonesty. The COUNTY must bond any employee, who, as a regular part of his or her job, receives, disburses, handles, or has access to support collections. Bonding is required due to the ability to access funds in PRISM through financial adjustments.

The COUNTY must have a minimum bonding amount of thirty thousand dollars (\$30,000) per employee. The STATE has determined this amount is sufficient to cover employee dishonesty. If the COUNTY does not have a bonding policy in place, it may establish a self-bonding system to satisfy the bonding requirements.

The minimum bonding amount does not reduce or limit the ultimate liability of the COUNTY for losses of support collections from the STATE's IV-D program.

The STATE will not collect bonding information for individual counties. The COUNTY must maintain all bonding information and is subject to the State Audit.

**4. STATE's Duties and Responsibilities.** The STATE shall:

**4.1 General Requirements.** Perform the duties and responsibilities specified in this Cooperative Agreement in accordance with state and federal statutes, federal regulations, and controlling court cases that are in effect during the term of this Cooperative Agreement.

**4.2 CSD Memos/Child Support Bulletins.** Maintain an index, accessible to COUNTY child support staff and County Attorneys, listing all the current COUNTY child support directives and COUNTY child support bulletins released during the Cooperative Agreement year that apply to the IV-D Program.

**4.3 Program Instructions.** Provide notification of new pending program instructions, administrative instructions and IV-D requirements within thirty (30) calendar days of first becoming aware of them.

Develop and maintain programs and administrative instructions for administrative and child support activities relating to the IV-D Program conforming to state and federal statutes, state administrative rules, federal regulations and controlling court cases. Cite applicable state and federal statutes and federal regulations in new program and administrative instructions. The STATE will incorporate such citation in the Child Support User Documentation.

**4.3.1 Program Instruction Change.** If, after notification of new pending program instructions, the COUNTY reasonably believes that the proposed change will have a significant financial impact on the COUNTY, the COUNTY may request from the STATE a thirty (30) calendar day comment period. The request for a comment period shall be made in writing to the Child Support Division Deputy Director within ten (10) calendar days of the notification of pending program instructions and shall be accompanied by a brief written explanation of the anticipated financial impact on the COUNTY and why the COUNTY believes the impact is significant. The comment period shall be granted if (a) written request is timely made and if (b) the change is not the result of

implementation of state and federal statutes, rules and regulations, court orders, or settlement agreements arising from litigation.

The STATE shall consider the fiscal impact on the COUNTY before implementing the change in requirements. It is not the STATE's intent to unilaterally impose any new, unbudgeted programs on the COUNTY.

- 4.3.2 Reasonable Time Period to Implement.** Allow the COUNTY a reasonable time period in which to fully implement program instructions. Program instructions, which are the result of changes in federal or state laws, rules and regulations or court actions, may be implemented by the STATE in accordance with the implementation timeframes of the federal or state laws, rules and regulations, or court action.
- 4.3.3 Extension of Time Period to Implement.** Allow the COUNTY to request an extension of the time period for implementing program instructions or requirements, which have a significant impact on the COUNTY and are not mandated by state or federal law or court order. The COUNTY may submit documentation of the hardship imposed, and the STATE may grant a reasonable exception to the implementation requirements.
- 4.4 Monitoring.** Have the discretion to monitor the COUNTY's responsibilities as defined in this Cooperative Agreement, conduct performance reviews, make recommendations concerning the overall administrative efficiency of the program, and require corrective action as applicable.
- 4.5 Comprehensive Training.** Provide comprehensive statewide training for COUNTY personnel including, but not limited to, new worker training, training related to new initiatives and PRISM enhancement, and other continuing training related to the IV-D Program. Training shall include at least four (4) hours annually focused on diversity, unintended bias, and cultural competence for serving diverse participants. Training programs and curriculum shall be determined in consultation with the County Training Workgroup. Child Support training materials shall be made available to the COUNTY. Provision of classroom training and onsite training is subject to CSD budget limitations.
- 4.6 Information to the Public.** Provide the public with information on the Child Support Program per the requirements of 45 C.F.R., section 302.30.
- 4.7 Standard Cooperative Agreements.** Use the standard Cooperative Agreements that conform to state and federal laws when contracting with counties.
- 4.8 Central Registry.** Provide Central Registry services to counties.
- 4.9 PRISM Maintenance.** Ensure ongoing maintenance of PRISM.
- 4.10 PRISM Enhancement.** Responsible for the modification and enhancement of the PRISM system in order to meet federal program requirements and ensure that the system operates efficiently and in a manner that supports COUNTY program operations and performance improvements. The STATE shall take all necessary actions to modify the IV-A to IV-D (MAXIS/PRISM) computer interfaces, implement purging and archiving and fully utilize all funds authorized by the legislature for the modification and enhancement of PRISM.

- 4.11 Ownership of Software.** Retain all ownership rights in any STATE owned software or modifications thereof and associated documentation designed, developed, or installed because of this Cooperative Agreement.
- 4.12 Tax Intercept.** Certify arrears for tax intercept and other certifiable debts using PRISM account balances, as well as receive, distribute, and disburse tax intercept funds centrally through PRISM, and make information available in PRISM and other reports.
- 4.13 New Hire Reporting.** Ensure employer compliance with the reporting requirements under the Work Reporting System, Minnesota Statutes, section 256.998.
- 4.14 Provide Direct Program Assistance to COUNTY.** Maintain a Help Desk/Call Center or otherwise maintain a system to provide direct program assistance to the COUNTY, including assistance related to child support policy, PRISM processing, tax refund intercept processing, central receipt and disbursement and other centralized child support processes.
- 4.15 Delegation of Authority.** Delegate to the County Attorney, as set forth in Minnesota Statutes, section 393.11, subdivision 2, its authority to provide IV-D Program legal services by appearing (a) on behalf of COUNTY in the expedited process, (b) in district court, and (c) in appellate court. The STATE shall assist the County Attorney in preparation of appeals as appropriate.
- 4.16 Confidentiality of Records.** Agree to comply with the applicable federal and state laws and STATE regulations concerning confidentiality of participant and PRISM records.

## **5. Procurement.**

- 5.1 Equipment.** The COUNTY may purchase and install equipment in accordance with the STATE's manuals and procedures and industry best practices. The COUNTY shall be responsible for inventory, maintenance, replacement, and security of all such equipment.

The COUNTY shall keep all STATE owned equipment that is located in the COUNTY in a secure place and compensate the STATE for any theft, damage, or other loss of equipment if the STATE's prescribed security precautions have not been met.

## **6. Allocations.**

- 6.1 Standards of Performance and Performance Based Allocation.** The STATE shall specify standards of performance and budget an allocation to the COUNTY as its proportionate share of dollars for performance-based funding. The STATE shall distribute the available incentive funding to counties under Minnesota Statutes, sections 518A.51 and 256.979, subdivision 11.

- 6.2 COUNTY Contribution.** The COUNTY agrees that performance incentives allocated to the COUNTY must be used to supplement and not supplant other funds used to carry out the child support program. The COUNTY shall maintain a minimum county contribution from local budget resources. The minimum COUNTY contribution level for each year is computed with federal fiscal year 1998 as the base year. Under 45 C.F.R., section 305.35, a base amount of spending is determined by subtracting the

amount of federal and state incentive funds earned by the COUNTY program for Federal Fiscal Year 1998 from the total amount expended by the county in the program during the same year.

This Federal Fiscal Year 1998 base year amount plus the last four (4) quarters of federal and state incentive payments earned (calculated on a rolling basis) becomes the COUNTY's estimated minimum reinvestment amount.

The COUNTY must maintain this estimated minimum reinvestment amount of county spending to demonstrate it is supplementing not supplanting. For up-to-date county estimated reinvestment amounts, refer to the Net County Admin [Report](#) available on CountyLink.

At federal fiscal year end, the STATE will reconcile each county's minimum reinvestment amount to their actual federal fiscal year expenditures. Any county whose federal fiscal year expenditures do not exceed their minimum reinvestment amount, will be responsible for the difference. The STATE will reduce their next quarterly incentive payment by that amount.

**7. Funding.** The COUNTY agrees that the obligations of the STATE under this Cooperative Agreement are limited by and contingent upon state and federal legislative authorization and budget appropriations. If, during the term of this Cooperative Agreement, the budget appropriations which fund the STATE, the COUNTY, and services under this Cooperative Agreement are not made, are repealed, or reduced by actions of the Legislature, Congress, or otherwise, the STATE's and the COUNTY's obligations under this Cooperative Agreement will be reduced, suspended, or cancelled, as deemed appropriate at the STATE's sole discretion.

**8. Federal Reimbursement.** The STATE shall reimburse the COUNTY for the functions it performs and services it provides or purchases as set forth in Section 3. Payments by the STATE under this Cooperative Agreement are contingent upon:

(a) substantial compliance by the COUNTY of all responsibilities identified in this Cooperative Agreement, and in accordance with state and federal laws; (b) authorization of Minnesota and federal laws and availability of state and federal funds; and (c) approval of cost allocation plans and of expenditures for non-expendable personal property by state and federal cost allocation units.

The COUNTY must certify that any claim for reimbursement through federal financial participation (FFP) complies with the limits on FFP for IV-D expenditures listed in 45 C.F.R., part 304. If the COUNTY has questions about whether or not an expense is eligible for reimbursement, the COUNTY may contact the STATE for guidance.

**8.1 County Income Maintenance Claims.** Claims for reimbursement must be submitted electronically pursuant to the requirements of the STATE's cost reporting system. Child Support costs must be reported quarterly on the DHS-2550 Income Maintenance Expense Report and must be submitted via web-based application to the STATE on or before the 20th day of the month following the quarter for which reimbursement is being claimed. If the 20th day of the month falls on a Saturday, the due date for the expenditure report is Friday the 19th; if the 20th is a Sunday, it is due on Monday the 21st.



For all claims submitted timely, the STATE will issue the reimbursement payment by Electronic Fund Transfer. Said reimbursements are subject to reduction and/or recovery as provided in this Cooperative Agreement. Late expenditure reports will be processed in the following quarterly payment cycle.

Reimbursement payments will be made quarterly. The reimbursement payment for each quarter consists of the current quarter's federal financial participation (FFP) amount plus/minus any adjustments for prior quarters.

**8.1.1 County-wide Indirect Claim.** The COUNTY must submit cost allocation plans containing methodology and resulting amounts for eligible countywide indirect expenses incurred in the delivery of the IV-D Program. These plans must be certified by an independent auditing firm and be received by the STATE Financial Operations Division (FOD) by February 15th of each calendar year. Only countywide indirect costs that comply with the limitations of 45 C.F.R., part 304, and other federal and state limitations on indirect cost are eligible expenses.

One-fourth (25%) of the annual Child Support amount from the cost allocation plan will be the eligible county-wide indirect expense amount to be reimbursed each quarter. The reimbursement payment for each quarter will consist of the current quarter's federal financial participation (FFP) amount plus/minus any adjustments for prior quarters.

**8.2 Adjusted Reimbursement Claims.** The COUNTY may submit adjustments to prior quarter DHS-2550 expenditure reports up to one year from the original quarter ending date. Child Support reimbursements resulting from expenditure adjustments for prior quarters will be paid as part of the normal quarterly payment process.

**8.3 Non-Compliance.** The STATE may withhold or withdraw funds from the COUNTY when it is in non-compliance with this Cooperative Agreement or IV-D Program Requirements subject to the terms of this Cooperative Agreement. The STATE may withhold or withdraw funds if the STATE determines that the activities performed by the COUNTY do not meet state or federal statutes and requirements, following an opportunity for corrective actions as described in Section 8.3.1 (Compliance Review).

If there is a delay or failure to perform when such delay or failure is due to an uncontrollable circumstance that was unforeseeable, the County shall be excused from timely performance because of the uncontrollable circumstance. Uncontrollable circumstances shall include fire, flood, epidemic, wars, acts of God, unusually severe weather, or actions of public authorities that cause an inability to perform work. The COUNTY shall communicate the uncontrollable circumstance to the State as quickly as practical.

The COUNTY will begin performance as soon as the consequences of the uncontrollable circumstance are remedied to such an extent that the COUNTY is able to begin performance.

**8.3.1 Compliance Review.** The STATE will notify the COUNTY of items that require corrective action and the need for the COUNTY to develop and submit a Corrective Action Plan. The COUNTY must submit its response within ten (10) calendar days of the date of the notice under this section, unless the STATE

approves an extension.

A failure by the COUNTY to implement fully a STATE approved Corrective Action Plan shall result in a payment reduction to be determined by the STATE.

**8.3.2 Advance Notice.** The STATE shall provide thirty (30) calendar days advance notice to the COUNTY when it intends to withhold or withdraw a payment pursuant to Section 8.3.1 (Non-Compliance). The STATE will schedule a conference to attempt resolve the issue that gave rise to the notice before the imposition of the withholding or withdrawal. After the conference, if there is an impasse, the COUNTY may appeal the STATE's decision as provided by Section 11 of this Cooperative Agreement.

**8.4 Disallowances.** The STATE shall recover from the COUNTY any state or federal fiscal disallowances or sanctions attributable to actions of the COUNTY, Cooperating Agencies, or the COUNTY's subcontractors. If federal fiscal disallowances or sanctions are based on either a statewide sample or a categorical disallowance imposed across the State, the STATE shall recover the proportional share of the disallowance or sanction from the COUNTY.

**8.5 Conditions of Payment.** All services and reporting provided by the COUNTY pursuant to this Cooperative Agreement shall be performed to the satisfaction of the STATE, as determined at the sole discretion of its authorized agent, and in accord with all applicable federal, state and local laws, rules and regulations. The STATE reserves the right to suspend, reduce, or terminate the distribution of child support funds to the COUNTY for services or reporting provided pursuant to Section 8.1 of this Cooperative Agreement found by the STATE to be unsatisfactory or in violation of federal or state laws and regulations.

**8.6 Payment recoupment.** The COUNTY must reimburse the STATE upon demand, or the STATE may deduct from future payments made pursuant to this Agreement, any amounts paid by the STATE under this Cooperative Agreement, for which required reports have not been received, or for which the COUNTY's books, records or other documents are not sufficient to clearly substantiate that those amounts were used by the COUNTY to perform the services described in this Cooperative Agreement.

## **9. Program Operation: Records, Reporting, Monitoring, and Security.**

**9.1 Record Keeping Requirements.** At least forty-five (45) calendar days prior to the effective date of any STATE reporting or record keeping requirement issued after the beginning of the Cooperative Agreement period, the STATE shall provide the COUNTY with written notice of such a proposed reporting or record keeping requirement and allow the COUNTY an opportunity to review and comment on such a requirement. Reporting and record keeping requirements which are the result of changes in federal or state laws, rules and regulations or any court actions may be implemented by the STATE without strict compliance with the above-stated notice and comment requirements. However, the STATE shall make reasonable efforts to solicit comments from the COUNTY prior to implementing such record keeping and reporting requirements.

**9.2 Records Maintenance.** The COUNTY shall maintain such case files, fiscal records, financial statements, and necessary evidences of accounting procedures and

practices sufficient to document the funding received and disbursements made under this Cooperative Agreement.

The COUNTY shall maintain such records, reports, evaluations, or other documents that the STATE specifies are needed for monitoring and auditing. Maintenance of such records, irrespective of the reporting requirements, is subject to manual provisions allowing destruction of records. The COUNTY shall furnish such reports and documents to the STATE in the format and according to the schedules, as the STATE requires. These reports must comply with STATE reporting instructions. The STATE shall evaluate and monitor compliance with reporting instructions.

**9.3 Records Availability.** All records maintained by the COUNTY pursuant to this Cooperative Agreement shall be available to the STATE on request and with adequate notice for inspection, examination, or audit. Except when the STATE determines that unusual or exigent circumstances exist, the STATE will give the COUNTY at least five (5) business days written notice, unless the COUNTY consents to a shorter timeframe. The STATE shall monitor its request for reports and evaluations to eliminate present and prevent future duplicate requests being sent to the COUNTY.

**9.4 Federal or State Authority to Review Documents.** Notwithstanding the above, nothing in this Cooperative Agreement shall be construed to limit, modify or extinguish any federal or state legal authority to inspect, audit or have access to any records, financial statements or other reports maintained by the COUNTY or to modify or limit the COUNTY's legal obligation to maintain any record or report required by state or federal statutes, rules or regulations.

**9.5 Records Security and Access.** Access to and confidentiality of all records and reports shall be maintained in compliance with the applicable federal and state laws, including Minnesota Statutes, chapter 13. Each party is responsible for compliance with state and federal data privacy laws and agreements.

## **10. Annual Audit.**

**10.1 Compliance with Single Audit Act.** All sub-recipients receiving \$500,000 or more of federal assistance in a fiscal year will obtain a financial and compliance audit made in accordance with the Single Audit Act, Office of Budget and Management (OMB) Circular A-133. The COUNTY certifies it will comply with the Single Audit Act, OMB Circular A-133, if applicable. Failure to comply with these requirements could result in forfeiture of federal funds.

**10.2 State Audits.** Under Minnesota Statutes, section 16C.05, subdivision 5, the books, records, documents, and accounting procedures and practices of the COUNTY and its employees, agents, or subcontractors relevant to this contract will be made available and subject to examination by the STATE, including the contracting Agency/Division, Legislative Auditor, and State Auditor for a minimum of six years from the end of this contract.

### **10.3 Audit Disallowance.**

**10.3.1 The COUNTY's Liability.** The COUNTY shall be liable for the entire amount of the audit adjustment attributed directly to the COUNTY. If the STATE receives a federal audit adjustment based on a statewide random sample, the actual amount of

a disallowance against the COUNTY shall be determined pursuant to Minnesota Statutes, section 256.01, subdivision 2(r).

**10.3.2 Fiscal Sanction.** No fiscal sanction shall be taken against the COUNTY unless it is based upon a specific law, regulation, rule, administrative instruction, or program instruction that was: (a) effective during the time period which is being audited, and (b) communicated to the COUNTY head or designee in writing by the STATE or the federal government prior to the time period audited. No state audit adjustment for failure to meet the requirements of Section 3.1 and 3.2 shall be imposed for sixty (60) calendar days after the date the COUNTY receives written notice of the requirement. The STATE may extend the 60-day hold-harmless period upon COUNTY's proof of hardship. The 60-day hold-harmless period is not required if the State has been assessed a federal fiscal penalty because federal law, federal regulations, or court order mandated the requirement and held the State to a more restrictive time period, or the requirement is the result of state law, administrative rules, or court order that imposes a more restrictive time period and the imposition of a state fiscal penalty. These conditions in no way negate the COUNTY's responsibility to implement policies and instructions by their effective dates.

#### **10.4 Audit Adjustments**

**10.4.1 Audit Adjustment Determination.** If, pursuant to an audit under Section 10, it is determined that there is an error in the COUNTY's fiscal and service records for this Cooperative Agreement or previous Cooperative Agreements, the STATE will take steps to recover or otherwise adjust the COUNTY's reimbursement under the Cooperative Agreement. The STATE shall limit the increase or decrease to the audited error and shall confer with the COUNTY before increasing or decreasing the monthly payment for this Cooperative Agreement. The Parties may negotiate the timing and amount of the adjustment at the COUNTY's request.

**10.4.2 Payment Adjustments.** The Parties shall attempt to negotiate the timing and payment schedule of any adjustments under this Section. The STATE may adjust subsequent claims for reimbursement by any audit exception or non-compliance exception up to the amount of the exception.

**11. Administrative Review.** The COUNTY shall be entitled to an administrative review if both of the following occur:

1. The STATE and the COUNTY disagree about the interpretation of any provision of this Cooperative Agreement; and
2. The disagreement concerns: (a) reconciliation of claims and reimbursements (review is through STATE conference); (b) any financial audit of the COUNTY as described in this Cooperative Agreement (review is through the audit resolution policy); (c) any compliance review of the County as described in section 8.3; or (d) any federal audit of the COUNTY or the STATE.

**11.1 Review Process.** The COUNTY's method of resolving any dispute or controversy arising out of or relating to this Cooperative Agreement shall be the complaint process provided in this subsection. The COUNTY may address a written complaint to the CSD Division Deputy Director at the Minnesota Department of Human Services at the following address: CSD Division Deputy Director, 444 Lafayette Road North,

St. Paul, MN 55155. The CSD Division Deputy Director shall respond in writing within ten (10) business days. Time periods may be extended by written agreement of the STATE and the COUNTY. If the COUNTY is not satisfied with the response, the COUNTY may request a review of the decision using the process in Section 11.2.

**11.2 Administrative Appeal.** If the STATE and the COUNTY disagree about the interpretation of any provision of this Cooperative Agreement and a substantial interest of the COUNTY is at risk by an action of the STATE, and the dispute is not resolved in the complaint process described above or in the process described in Section 3.1.1, the COUNTY may then submit the dispute to DHS Division Director of Contracts, Procurement, and Legal Compliance for administrative appeal.

**11.2.1 Notice of Demand for Appeal.** Notice of a request for an administrative appeal, along with the written appeal and all supporting documentation must be submitted to the Administrative Law Attorney (ALA) at the DHS Office of General Counsel, 444 Lafayette Road, St. Paul, MN. 55164 within thirty (30) calendar days of the response from the CSD Division Deputy Director pursuant to Section 11.1.

**11.2.2 Process.** The ALA shall within seven (7) business days forward to the CSD Division Deputy Director a copy of the request for appeal and all supporting documentation provided by the COUNTY. The CSD Division Deputy Director shall submit a written response within fourteen (14) business days, along with all supporting documentation to the ALA. A copy of the response and all supporting materials must be sent to the COUNTY. The ALA shall make a determination based on the written submissions, statutes and case law if applicable. The ALA shall then recommend to the DHS Commissioner a course of action in the appeal. The Commissioner or designee shall issue an order affirming, reversing, or modifying the action or decision of the STATE. This order is binding upon the COUNTY and the STATE unless an appeal is filed with the Ramsey County, MN District Court within thirty (30) calendar days of the Commissioner's order.

**11.2.3 Policy Disputes; Limited Reimbursement Guarantee.** If the ALA finds the following conditions exist:

- 1) The policy or decision has state-wide impact;
- 2) The COUNTY has identified a significant issue that poses a significant risk to the COUNTY; and
- 3) The COUNTY agrees to implement the policy or decision if the STATE reduces the risk to the COUNTY;

Then the ALA may make a recommendation to the Commissioner to direct the reimbursement of direct COUNTY costs, as described below, reasonably related to the legal risk assumed by the COUNTY for complying with the policy or direction.

Direct costs include civil damages, within tort liability limits, the costs of defense in civil litigation, the costs of appeal from district court in family, civil, and criminal cases.

## 12. General Provisions.

**12.1 Lobbying Certification.** In conformance with federal law, the authorized COUNTY representative must review and sign either the Certificate Regarding Lobbying form (**Attachment B**) or the Disclosure of Lobbying Activities (**Attachment C**) included in this document.

### **12.2 Debarment Certification. Debarment by State or Federal Government, or any State or Federal Departments, Commissions, Agencies or Political Subdivisions.**

Pursuant to 45 C.F.R., section 92.35 and Minnesota Statutes, section 161.315, COUNTY certifies that that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any State or Federal department or agency.

The COUNTY or any subcontractor must provide immediate written notice to the STATE if at any time the COUNTY or subcontractor learns that its certification was erroneous when submitted or had become erroneous because of changed circumstances.

**12.2.1 Subcontractor Debarment.** Pursuant to title 45 C.F.R., section 92.35, and Minnesota Statutes, section 161.315, the COUNTY must require certifications from its subcontractors that none of its subcontractors is presently debarred or suspended by the State or Federal Government, or any State or Federal Departments, commissions, agencies, or political subdivisions. The COUNTY'S agreement to certify all appropriate subcontractors is a material representation upon which the STATE relies in entering into this Cooperative Agreement. The COUNTY shall provide immediate written notice to the STATE if at any time it learns that any disbarment certification was erroneous when submitted or becomes erroneous by reason of changed circumstances.

The COUNTY must use the appropriate certification regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion in any subcontract, including the Cooperative Arrangement, in which federal money will be or may potentially be used.

Approved Certifications regarding disbarment are **Attachment D**.

**12.3 Prohibition on Weapons.** The COUNTY shall comply with all terms of the Department of Human Services' (DHS) policy prohibiting carrying or possessing weapons wherever and whenever the COUNTY is performing services within the scope of this Cooperative Agreement. This policy, which is located at the business location of the STATE and is available to the COUNTY upon request, is incorporated by reference into this contract. Any violations of this policy by the COUNTY or its employees may be grounds for immediate suspension of the Cooperative Agreement.

Unless otherwise directed by Ramsey County District Court Chief Judge order, the DHS weapons provision does not apply to county attorneys and assistant county attorneys who are permitted to carry firearms in accordance with Minnesota Statutes, section 388.051, subdivision 4 which states: "*Firearms exemption. Notwithstanding section 626.84, subdivision 2, a county attorney, or an assistant county attorney appointed under section 388.10, who lawfully possesses a permit to carry a pistol*

*issued in accordance with section 624.714 may possess and carry a firearm while on duty, unless restricted by the county attorney."*

The DHS weapons provision does not apply to peace officers, as defined by Minnesota Statutes, section 626.84, carrying or possessing weapons within the scope of their employment.

## **12.4 Provisions of Services and Programs.**

**12.4.1 Funding Limitations.** Except as provided in state and federal statutes, the COUNTY shall perform the functions and provide the services within the limits of State and COUNTY appropriations used to match State and federal funds.

**12.4.2 COUNTY Funding.** Nothing in this Cooperative Agreement shall be construed to require the expenditure of COUNTY funds, except as specifically provided herein and authorized by the Governing Board of the COUNTY.

**12.4.3 Lawful Power and Duties.** Nothing contained in this Cooperative Agreement shall be construed to supersede the lawful power or duties of the COUNTY. The COUNTY shall carry out its responsibilities under the sections of this Cooperative Agreement through its appropriate COUNTY departments.

**12.5 Data Disclosure.** Under Minnesota Statutes, section 270C.65, subdivision 3, and other applicable law, the COUNTY consents to disclosure of its Social Security Number, federal employer tax identification number, and/or Minnesota tax identification number, to the STATE, to federal and state agencies, and to state personnel involved in the approval and payment of state obligations. These identification numbers may be used in the enforcement of federal and state laws, which could result in action requiring the COUNTY to file state tax returns, pay delinquent state tax liabilities, if any, or pay other state liabilities. The STATE will not approve this Cooperative Agreement unless these numbers are provided by the COUNTY.

**12.6 Liability.** To the extent provided for in Minnesota Statutes, sections 466.01 to 466.15, the COUNTY shall be responsible for any and all claims or causes of action arising from the performance of this Cooperative Agreement by the COUNTY or COUNTY agents and/or employees. This clause shall not be construed to bar any legal remedies the COUNTY may have for the STATE'S failure to fulfill its obligations pursuant to this Cooperative Agreement. The STATE's liability, if any, shall be governed by Minnesota Statutes, section 3.736.

**12.7 Voter Registration Requirement.** The COUNTY certifies that it will comply with Minnesota Statutes, section 201.162 by providing voter registration services for COUNTY employees and for the public served by the COUNTY.

**12.8 Conditions on the Parties' Obligations.** This Cooperative Agreement is contingent upon authorization of Minnesota and United States laws and any material amendment or repeal of same affecting relevant funding to, or authority of, the STATE shall serve to terminate this agreement except as further agreed by the Parties hereto.

**12.9 Governing Law, Jurisdiction and Venue.** Minnesota law, without regard to its choice of law provisions, governs this Cooperative Agreement, attachments, and

amendments and supplements thereto. Venue for all legal proceedings arising out of this contract, or breach thereof, will be in the state or federal court, without STATE waiving its sovereign immunity, with competent jurisdiction in Ramsey County, Minnesota.

**12.10 Severability.** If any provision of this Cooperative Agreement is held unenforceable, then such provision will be modified to reflect the Parties' intention. All remaining provisions of this Cooperative Agreement shall remain in full force and effect.

**12.11 Assignment, Amendments, Waiver, and Cooperative Agreement Complete.**

**12.11.1 Assignment.** The COUNTY may neither assign nor transfer any rights or obligations under this Cooperative Agreement without the prior consent of the STATE and a fully executed Assignment Agreement, approved by the same Parties who executed and approved this Cooperative Agreement, or their successors in office.

**12.11.2 Amendments.** Any amendment to this Cooperative Agreement must be in writing and will not be effective until it has been executed and approved by the same Parties who executed and approved the original Cooperative Agreement, or their successors in office.

**12.11.3 Waiver.** If the STATE fails to enforce any provision of this Cooperative Agreement, that failure does not waive the provision or STATE'S right to enforce it.

**12.11.4 Cooperative Agreement Complete.** This Cooperative Agreement contains all negotiations and agreements between the STATE and the COUNTY. No other understanding regarding this Cooperative Agreement, whether written or oral, may be used to bind either Party.

**12.11.5 Effective Date.** The effective date of this Cooperative Agreement for the payment of federal funds is first date of the quarter in which the STATE and the COUNTY obtain all required signatures under Minn. Stat. §16C.05, subd. 2.

**REMAINDER OF PAGE INTENTIONALLY LEFT BLANK  
Signature Page Follows**



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

**COUNTY NAME:** Pennington

NOTE: Date Stamp is included in Electronic Signature.

\_\_\_\_\_  
SIGNATURE of Person Authorized to Execute Agreement on Behalf of County

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
SIGNATURE of County Director, Child Support Division or County Director, Human Services Department

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Title

**MINNESOTA DEPARTMENT OF HUMAN SERVICES:**

\_\_\_\_\_  
SIGNATURE of Interim Director, Minnesota Child Support Division, Children and Family Services, Minnesota Department of Human Services

**Michele M. Schreifels**  
Printed Name

**ATTACHMENT B**

**CERTIFICATION REGARDING LOBBYING**

Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities" (Attachment C), in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, subgrants, and contracts under grants, loans and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

By \_\_\_\_\_

(Signature of Official Authorized to Sign Application)

Julie Sjostrand

Director of Pennington County Human Services

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Title

For: \_\_\_\_\_  
Name of Provider County

Child Support

\_\_\_\_\_  
Title of County Program



**DISCLOSURE OF LOBBYING ACTIVITIES  
CONTINUATION SHEET**

0348-0046  
(cont.)

Reporting Entity:

Page

1

of

## INSTRUCTIONS FOR COMPLETION OF SF-LLL DISCLOSURE OF LOBBYING ACTIVITIES

This disclosure form shall be completed by the reporting entity, whether subawardee or prime Federal recipient, at the initiation or receipt of a covered Federal action, or a material change to a previous filing, pursuant to title 31 U.S.C. section 1352. The filing of a form is required for each payment or agreement to make payment to any lobbying entity for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with a covered Federal action. Use the SF-LLL-A Continuation Sheet for additional information if the space on the form is inadequate. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action.
2. Identify the status of the covered Federal action.
3. Identify the appropriate classification of this report. If this is a follow-up report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.
4. Enter the full name, address, city, state and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be, a prime or subaward recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the 1st tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grants.
5. If the organization filing the report in item 4 checks "Subawardee", then enter the full name, address, city, state and zip code of the prime Federal recipient. Include Congressional District, if known.
6. Enter the name of the Federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.
7. Enter the Federal program name or description for the covered Federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.
8. Enter the most appropriate Federal identifying number available for the Federal action identified in item 1 (e.g., Request for Proposal (RFP) number; Invitation for Bid (IFB) number; grant announcement number; the contract, grant, or loan award number; the application/proposal control number assigned by the Federal agency). Include prefixes, e.g., "RFP-90-001."
9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in item 4 or 5.
10. (a) Enter the full name, address, city, state and zip code of the lobbying entity engaged by the reporting entity identified in item 4 to influence the covered Federal action.  
(b) Enter the full names of the individual(s) performing services, and include full address if different from 10 (a). Enter Last Name, First Name, and Middle Initial (MI).
11. Enter the amount of compensation paid or reasonable expected to be paid by the reporting entity (item 4) to the lobbying entity (item 10). Indicate whether the payment has been made (actual) or will be made (planned). Check all boxes that apply. If this is a material change report, enter the cumulative amount of payment made or planned to be made.
12. Check the appropriate box(es). Check all boxes that apply. If payment is made through an in-kind contribution, specify the nature and value of the in-kind payment.
13. Check the appropriate box(es). Check all boxes that apply. If other, specify nature.
14. Provide a specific and detailed description of the services that the lobbyist has performed, or will be expected to perform, and the date(s) of any services rendered. Include all preparatory and related activity, not just time spent in actual contact with Federal officials. Identify the Federal official(s) or employee(s) contacted or the officer(s), employee(s), or Member(s) of Congress that were contacted.
15. Check whether or not a SF-LLL-A Continuation Sheet(s) is attached.
16. The certifying official shall sign and date the form, print his/her name, title, and telephone number.

Public reporting burden for this collection of information is estimated to average 30 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington, D.C. 20503.

## **CERTIFICATION REGARDING DEBARMENT AND SUSPENSION**

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

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

### Instructions for Certification

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

9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 C.F.R. 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

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

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

Pennington County Human Services  
 Out Of Home Placement Costs  
 Year Ending December 31, 2023 & 2022

SS

SS

	Jan-23	Feb-23	Mar-23	Apr-23	May-23	Jun-23	Jul-23	Aug-23	Sep-23	Oct-23	Nov-23	Dec-23	YTD	YTD 2022	Change
<b>Expense</b>															
Foster Care	9,815.41	13,575.14	15,388.17	18,997.49	21,237.43	12,989.22	11,483.69	28,148.31	22,372.08	18,795.19	10,434.08	-	183,236.21	189,207.46	-3.2%
Rule 4	1,271.00	4,743.00	7,162.00	10,793.00	7,338.00	6,479.00	7,576.46	11,316.00	9,957.20	6,270.00	1,672.00	-	74,577.66	57,817.70	29.0%
Rule 8	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Rule 5	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Corrections	30,824.97	-	71,976.09	39,335.23	42,180.16	35,769.29	59,297.51	59,630.53	33,170.77	53,191.93	48,434.79	-	473,811.27	239,224.08	98.1%
Adoption Aid	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
<b>Totals</b>	<b>41,911.38</b>	<b>18,318.14</b>	<b>94,526.26</b>	<b>69,125.72</b>	<b>70,755.59</b>	<b>55,237.51</b>	<b>78,357.66</b>	<b>99,094.84</b>	<b>65,500.05</b>	<b>78,257.12</b>	<b>60,540.87</b>	<b>-</b>	<b>731,625.14</b>	<b>486,249.24</b>	<b>50.5%</b>
<b>Revenue</b>															
Reimburse	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
MH Recovery	15,917.31	8,060.67	7,200.69	5,194.05	-	15,211.15	8,150.71	6,733.19	7,087.57	6,699.00	(10.00)	-	80,244.34	84,376.12	-4.9%
4E Recovery	-	45,094.00	-	-	6,845.00	-	-	18,694.00	-	-	27,959.00	-	98,592.00	59,141.00	66.7%
NFC Settlement	-	-	-	-	-	-	-	1,822.00	-	-	-	-	1,822.00	43,619.44	-95.8%
<b>Totals</b>	<b>15,917.31</b>	<b>53,154.67</b>	<b>7,200.69</b>	<b>5,194.05</b>	<b>6,845.00</b>	<b>15,211.15</b>	<b>8,150.71</b>	<b>27,249.19</b>	<b>7,087.57</b>	<b>6,699.00</b>	<b>27,949.00</b>	<b>-</b>	<b>180,658.34</b>	<b>187,136.56</b>	<b>-3.5%</b>
<b>Net Expense</b>	<b>25,994.07</b>	<b>(34,836.53)</b>	<b>87,325.57</b>	<b>63,931.67</b>	<b>63,910.59</b>	<b>40,026.36</b>	<b>70,206.95</b>	<b>71,845.65</b>	<b>58,412.48</b>	<b>71,558.12</b>	<b>32,591.87</b>	<b>-</b>	<b>550,966.80</b>	<b>299,112.68</b>	<b>84.20%</b>

2022 Totals 30,100.61 18,617.74 27,499.49 25,468.84 18,879.74 19,298.96 35,873.39 14,607.31 67,207.41 17,915.15 23,644.04 52,765.30

YTD Change (4,106.54) (57,560.81) 2,265.27 40,728.10 85,758.95 106,486.35 140,819.91 198,058.25 189,263.32 242,906.29 251,854.12 199,088.82

	Jan-22	Feb-22	Mar-22	Apr-22	May-22	Jun-22	Jul-22	Aug-22	Sep-22	Oct-22	Nov-22	Dec-22	YTD
<b>Expense</b>													
Foster Care	13,569.61	13,572.11	23,485.54	12,341.42	13,533.23	20,574.68	16,978.75	16,809.44	14,812.71	25,661.57	17,868.40	13,824.30	203,031.76
Rule 4	-	-	10,719.42	2,449.44	5,691.40	8,108.44	4,002.00	4,256.00	1,271.00	15,306.00	6,014.00	6,174.00	63,991.70
Rule 8	-	-	-	-	-	-	-	-	-	-	-	-	-
Rule 5	-	-	-	-	-	-	-	-	-	-	-	-	-
Corrections	16,531.00	5,173.00	12,769.00	15,149.00	31,967.80	16,562.00	20,854.00	-	56,588.28	12,174.00	51,456.00	38,711.00	277,935.08
Adoption Aid	-	-	-	-	-	-	-	-	-	-	-	-	-
<b>Totals</b>	<b>30,100.61</b>	<b>18,745.11</b>	<b>46,973.96</b>	<b>29,939.86</b>	<b>51,192.43</b>	<b>45,245.12</b>	<b>41,834.75</b>	<b>21,065.44</b>	<b>72,671.99</b>	<b>53,141.57</b>	<b>75,338.40</b>	<b>58,709.30</b>	<b>544,958.54</b>
<b>Revenue</b>													
Reimburse	-	-	-	-	-	-	-	-	-	-	-	-	-
MH Recovery	-	-	19,374.40	4,471.02	7,451.69	10,929.16	5,961.36	6,458.13	5,464.58	9,485.42	14,780.36	(39.00)	84,337.12
4E Recovery	-	-	-	-	4,082.00	-	-	-	-	18,145.00	36,914.00	-	59,141.00
NFC Settlement	-	127.37	100.07	-	20,779.00	15,017.00	-	-	-	7,596.00	-	5,983.00	49,602.44
<b>Totals</b>	<b>-</b>	<b>127.37</b>	<b>19,474.47</b>	<b>4,471.02</b>	<b>32,312.69</b>	<b>25,946.16</b>	<b>5,961.36</b>	<b>6,458.13</b>	<b>5,464.58</b>	<b>35,226.42</b>	<b>51,694.36</b>	<b>5,944.00</b>	<b>193,080.56</b>
<b>Net Expense</b>	<b>30,100.61</b>	<b>18,617.74</b>	<b>27,499.49</b>	<b>25,468.84</b>	<b>18,879.74</b>	<b>19,298.96</b>	<b>35,873.39</b>	<b>14,607.31</b>	<b>67,207.41</b>	<b>17,915.15</b>	<b>23,644.04</b>	<b>52,765.30</b>	<b>351,877.98</b>



1035.4  
1054  
1035.4  
149.1  
149.1  
149.1  
520.95  
1257.67  
520.95  
1315.64  
1146.38

67.95  
745.5  
78.69  
745.5  
67.95  
745.5  
952  
935.2  
935.2  
194.3  
334.11  
309.05  
1236.2  
1336.44  
1135.96  
1188.32  
36.98  
369.8

314.76  
1035.4  
1035.4  
1054  
271.8  
271.8  
81.14  
1176.53  
1368.65

**1479.63**  
**1146.38**  
**1230.76**

**1020**  
**1002**  
**1002**  
**1217.1**  
**1431.9**  
**1324.5**  
**84.88**  
**1109.4**  
**1273.2**  
**358.53**  
**259.02**  
**358.53**  
**259.02**  
**358.53**  
**259.02**

# Human Service's Month End Balance

	2017	2018	2019	2020	2021	2022	2023	% of Budget
January	2,182,630.66	2,271,729.26	2,772,063.80	3,288,028.76	3,624,301.56	3,612,634.01	3,892,137.92	70.51%
February	2,138,616.83	2,176,762.19	2,732,919.27	3,403,266.76	3,521,041.97	3,555,431.44	4,019,670.50	72.82%
March	1,800,227.71	1,844,672.30	2,547,429.81	3,277,046.86	3,033,593.35	3,329,525.51	3,624,644.30	65.66%
April	1,539,707.40	1,525,256.03	2,361,226.50	3,009,330.45	2,865,586.09	3,022,501.53	3,338,694.34	60.48%
May	1,426,858.37	1,528,544.15	2,327,158.79	3,038,957.98	2,728,273.46	3,023,675.98	3,386,550.78	61.35%
June	2,576,374.42	2,692,513.93	3,462,928.17	4,095,797.92	3,759,448.23	4,180,077.80	4,510,080.21	81.71%
July	2,650,496.79	2,874,408.12	3,554,336.75	4,284,273.43	3,656,785.80	4,190,786.57	4,690,147.87	84.97%
August	2,600,332.14	2,749,859.99	3,531,954.80	3,987,655.57	3,694,899.51	4,132,301.59	4,850,104.65	87.87%
September	2,362,913.96	2,518,750.84	3,294,188.08	3,781,078.10	3,573,442.34	3,878,451.23	4,637,867.07	84.02%
October	2,133,041.74	2,198,557.64	3,270,530.55	3,301,898.06	3,318,688.76	3,609,060.10	4,520,293.45	81.89%
November	2,642,643.71	3,070,756.97	3,860,836.73	3,606,171.73	4,035,310.35	3,599,570.32	5,140,626.01	93.13%
December	2,513,770.14	2,970,003.64	3,606,171.73	3,741,217.85	3,808,445.10	4,092,234.23	0.00	0.00%

Expense Budget

5,519,935.00

\*\*\*\*\*Fund balance should be at 42% of Annual Expenditures.



**Pennington County Human Services  
Income Maintenance Unit  
2023 Active Cases by Program**

	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
<b>Cash</b>												
MFIP	33	33	34	31	30	29	28	26	29	34	34	
DWP	2	2	3	3	2	0	1	2	3	2	3	
GA	44	39	40	41	42	47	43	45	46	48	45	
GRH	50	51	54	51	53	52	54	55	52	50	53	
MSA	51	49	49	48	50	50	51	48	47	46	47	
EA	0	1	0	0	1	0	2	2	1	2	2	
EGA	1	0	0	0	0	2	0	0	1	0	0	
<b>TOTAL</b>	<b>181</b>	<b>175</b>	<b>180</b>	<b>174</b>	<b>178</b>	<b>180</b>	<b>179</b>	<b>178</b>	<b>179</b>	<b>182</b>	<b>184</b>	<b>0</b>

<b>Food</b>												
SNAP	595	581	584	528	535	542	544	552	550	555	556	
<b>TOTAL</b>	<b>595</b>	<b>581</b>	<b>584</b>	<b>528</b>	<b>535</b>	<b>542</b>	<b>544</b>	<b>552</b>	<b>550</b>	<b>555</b>	<b>556</b>	<b>0</b>

<b>Health Care</b>												
MA (MAXIS)	551	549	547	551	548	555	555	559	554	553	545	
IMD	5	5	5	5	5	5	5	5	5	5	5	
QMB	258	255	252	254	253	257	256	259	258	258	259	
SLMB	58	56	60	57	57	58	57	59	56	60	57	
QI-1	18	19	20	20	20	20	21	21	20	22	22	
MA (METS/MNsure)	1100	1107	1112	1130	1,138	1,152	1122	1106	1078	1069	1085	
MCRE (METS)	59	62	61	61	61	63	59	57	58	58	63	
<b>TOTAL</b>	<b>2,049</b>	<b>2,053</b>	<b>2,057</b>	<b>2,078</b>	<b>2,082</b>	<b>2,110</b>	<b>2,075</b>	<b>2,066</b>	<b>2,029</b>	<b>2,025</b>	<b>2,036</b>	<b>0</b>

<b>Total Active Programs</b>												
	<b>2,825</b>	<b>2,809</b>	<b>2,821</b>	<b>2,780</b>	<b>2,795</b>	<b>2,832</b>	<b>2,798</b>	<b>2,796</b>	<b>2,758</b>	<b>2,762</b>	<b>2,776</b>	<b>0</b>

<b>Total Active Cases</b>												
	<b>2,114</b>	<b>2,091</b>	<b>2,080</b>	<b>2,096</b>	<b>2,082</b>	<b>2,102</b>	<b>2,093</b>	<b>2,087</b>	<b>2,061</b>	<b>2,081</b>	<b>2,101</b>	<b>0</b>

**Pennington County Human Services  
Income Maintenance Unit  
Active Cases by Program  
Nov-23**

<b>Cash</b>	# Cases	## in HH	# Adults	# Children	
MFIP	34	81	31	50	Minnesota Family Investment Program
DWP	3	9	4	5	Diversionsary Work Program
GA	45	45	45	0	General Assistance
GRH	53	53	53	0	Group Residential Housing
MSA	47	47	47	0	Minnesota Supplement Aid
EA	2	4	2	2	Emergency Assistance
EGA	0	0	0	0	Emergency General Assistance
<b>TOTAL</b>	<b>184</b>	239	182	57	

<b>Food</b>					
SNAP	556	,036	651	385	Supplemental Nutrition Assistance Program
<b>TOTAL</b>	<b>556</b>				

<b>Health Care</b>					
MA (MAXIS)	545	554	469	85	Medical Assistance
IMD	5	5	5	0	Institute for Mental Disease
QMB	259	260	260	0	Qualified Medicare Beneficiary (Medicare Savings Program)
SLMB	57	60	60	0	Service Limited Medicare Beneficiary (Medicare Savings Program)
QI-1	22	25	25	0	QI-1 (Medicare Savings Program)
MA (METS/MNsure)	1,085				Medical Assistance (as of 11/2/2023)
MCRE (METS)	63				MinnesotaCare (as of 11/2/2023)
<b>TOTAL</b>	<b>2,036</b>	904	819	85	

<b>TOTAL ACTIVE PROGRAMS:</b>	<b>2,776</b>
<b>TOTAL ACTIVE CASES:</b>	<b>2,101</b>



CAUTION: This email originated from outside of the organization. Do not click on links or open attachments unless you recognize the sender and know the content is safe.



## Pennington County Inspection Report Certificate of Approval – December 4, 2023

Attached is a copy of your approved 2023 County Inspection Report. You should retain this copy for six (6) years.

Your cooperation throughout this process is sincerely appreciated.

**Laurie L. VanElsberg**

Security and Audits Coordinator | Child Support Division

Pronouns: She/Her/Hers

**Minnesota Department of Human Services**

444 Lafayette Road North 3<sup>rd</sup> Floor

St. Paul, MN 55155-0946

M: 651-341-1146

O: 651-431-4415

F: 651-431-7517

[mn.gov/dhs](https://mn.gov/dhs)





# 2023 County Inspection Report

County Agency Name:	Pennington County	Date DHS Approved:
County Human Services Director:	Julie Sjostrand	Email Address:
County IT Director:	REDI TECH Company	Email Address:
County CSD Supervisor:	Julie Sjostrand	Email Address:
County EAESD Supervisor:	Tammy Johnson	Email Address:
DHS Reviewer:	Laurie L VanElsberg Laurie.VanElsberg@state.mn.us	Date Reviewed:
DHS Comments:	Please provide the requested follow-up information regarding:	

**Overall Objective: To measure the level of compliance with Federal disclosure in Publication 1075 and as documented in agency policies and procedures:**

## Section A: Record Keeping Requirements (Publication 1075 Section 2.A) IRC Section

**Objective: To ascertain that adequate policies, procedures, and systems are in place to track FTI from receipt to destruction.**

Question		County/DHS Response
A1	How is Federal Tax Information (FTI) accessed (mail, fax, email, PRISM, MAXIS, federal Office of Child Support Enforcement (OCSE) Child Support Portal (CSP), other agency application, other)? Please list all access points.	We may receive the information via access in MAXIS/PRISM or through returned IEVS Notices.
A2	Are products/documents, other than IEVS Difference Notices manually created from FTI data?	No information is printed or created using FTI
A2(a)	If yes, describe what products/documents are created (e.g. Letters, screen prints, other).	N/A
A2(b)	If yes, how are the created products/documents tracked and stored until destruction?	N/A

A3	Upon receipt of FTI, how is the data distributed (email, fax, mail, PRISM, MAXIS, IEVS Difference Notices, other)? Please describe all types of distributions.	No documents are printed or created using FTI. <b>07/31/2023 - How do you handle IVES Notices that are returned by the post office as undeliverable?</b> 11/30/2023 - If an IEVS notice is returned by the post office, we either forward this notice on to the client at the listed address or locate the current address and mail it onto the client. <b>11/30/2023 - How do you handle this IEVS Notices as it relates to FTI?</b>
A4	Do you scan FTI into an Electronic Document Management System (EDMS)?	No documents are printed or created using FTI. <b>07/31/2023 - Do you scan FTI (e.g. returned EVES Notices) into an EDMS?</b> 11/30/2023 - No
A5	How is PRISM-generated FTI distributed and handled within the agency?	Information is received online in PRISM and used only by the CSOs to take necessary case action. No FTI is printed.
A6	Describe MAXIS FTI that workers access.	Income and locate information is on screens in
A7	How is the PRISM FTI information is used?	For locate purposes. <b>07/31/2023 Note: FTI is used to collect child support from individuals owing such obligations. FTI in PRISM is used to identify, process and track payments that have been intercepted from a participant's federal tax refund. NOTE: The Child Support Division no longer receives locate information from the IRS. The only FTI received by the Child Support Division from the IRS at this time is information related to federal tax offsets.</b>
A8	Describe MAXIS FTI that workers access.	FTI & SSA information through IEVS interface and the SSA SVES/TPQY function.
A9	How is the MAXIS FTI information is used?	Eligibility Workers use information to resolve discrepancies in MAXIS information and to verify eligibility programs.

**Section B: Secure Storage (Publication 1075, Section 2.B) IRC 6103 (p)(4)(B)**

**Objective: To ascertain adequate security of the building or section of building where**

Question		County/DHS Response
B1	What are your business hours?	Lobby: 8am - noon & 1pm - 4 pm. Phones: 8am - noon & 1pm - 4:30 pm. Both Monday thru Friday.
B2	Are FTI areas prominently posted and separated from non-restricted areas by physical barriers that control access?	Yes
B3	Is a responsible employee stationed at the main entrance to your FTI area to prevent unauthorized access during business hours?	Yes

B4	Are employees who access restricted FTI areas issued authorization credentials such as badges, identification cards, or smart cards?	Yes
B4(a)	If yes, who maintains the records on the issuance of the ID cards (name and title)?	Julie Sjostrand, Director
B4(b)	If yes, how are the ID cards inventoried or managed? Do you maintain a list of individuals who have authorized access to areas where FTI is accessed?	Written Log
B4(c)	If yes, are ID cards required to be clearly displayed and worn above the waist?	Yes
B4(d)	Please provide a copy of your agency's badge policy.	<b>07/31/2023 - Please see IRS Publication 1075, Section 2.B.3.3 Controlling Access to Areas Containing FTI, which says: "The agency must maintain a policy addressing issuance of the appropriate authorization credentials, including, badges, identification cards, or smart cards. This policy must include proper use and accountability requirements."</b> <b>See also IRS Publication 1075 Section 2.C.2 Policy and Procedures, which states: The policy/procedure must address when employees serve as secondary barriers for safeguarding FTI, picture identification badges or credentials must be visible and worn about the waist. Please update your policy accordingly and provided an updated copy.</b> 11/30/2023 - Policy provided.
B5	What mechanism is used to lock the doors to your restricted FTI area, during business hours (e.g. key cards (badge readers), keys, combination key pad, other)?	Keys. <b>08/02/2023 - Please update your response based on our telephone conversation on 08/02/2023.</b> 11/30/2023 - Keypad - Main Office and Keys for Child Support Doors
B5(a)	If key cards are used, is each attempt logged?	N/A
B5(a)(i)	If key cards are used, who reviews the access attempt logs (name and title)?	N/A
B5(a)(ii)	If key cards are used, how often are the access control logs reviewed?	N/A
B5(b)	If key cards or keys are used, are records maintained on the issuance of key cards or keys?	Yes
B5(b)(i)	If key cards or keys are used, who is responsible for the records regarding the issuance and maintenance of key cards or keys (name and title)?	Julie Sjostrand, Director and Fiscal Supervisor, Stacy Anderson
B5(b)(ii)	If key cards or keys are used, how are records for key cards or keys maintained (automated file, written log, etc.)?	Written Log

B5(b)(iii)	If key cards or keys are used, are annual reviews conducted to reconcile records and determine if staff still need access?	Yes
B5(b)(iv)	If key cards or keys are used, what is the date of the last review/reconciliation?	Annually and when there is a change in staff. <b>07/31/2023</b> <b>What is the date of the last reconciliation?</b> 11/30/2023 - Monthly, 11/2023.
B5(c)	If combination locks are used to lock the doors to your restricted FTI area, how often is the combination changed?	N/A. <b>08/02/2023 - Please provide a response.</b> 11/30/2023 - Every 3 months. <b>11/30/2023 - Per IRS Publication 1075, Section 2.B.3.4 - Control and Safeguarding Keys and Combinations: Combination locks must be changed when an employee who knows the combination retires, terminates employment, transfers to another position or at least annually. Please change your policy and provide the effective date of the change.</b> <b>12/04/2023 - Per conversation with Julie Sjostrand, policy is being changed immediately to the timeframe outline in IRS Publication 1075.</b>
B5(c)(i)	If combination locks are used to lock the doors to your restricted FTI area, who controls the combination (name and title)?	N/A. <b>08/02/2023 - Please provide a response.</b> 11/30/2023 - Dale Wiskow - Head Custodian
B6	What, if any, alarm systems are currently running at your office (e.g. Intrusion Alarms, Motion Detectors, Exit Alarms, Panic Alarms)?	None
B6(a)	If any alarm systems are currently running at your office, who monitors these alarm systems (name and title)?	N/A
B7	Are security cameras used at your office?	No
B7(a)	If security cameras are used at your office, who monitors the security feed (name and title)?	N/A
B8	Does your agency store FTI in a locked storage cabinet?	Main Pennington County Human Services Office:Yes Child Support Office: N/A as no FTI is printed or stored
B8(a)	If yes, what mechanism is used to the lock the storage cabinet (key, combination lock, other)?	Keys
B8(a)(i)	If a key is used, is the key in a secure location?	Financial Assistance Supervisor's (FAS) Office
B8(a)(ii)	If a key is used who has access to the key(s)?	Director and FAS
B8(a)(iii)	If a key is used, do IVA and IVD staff have access to each others keys?	No
B8(a)(iv)	If a key is used , how many keys are in existence?	2
B8(a)(v)	If a key is used, who maintains the backup keys for IVA and IVD (name and title)?	Tammy Johnson, FAS

B8(a)(vi)	If a key is used, who maintains an inventory of the keys and who they are issued to?	Tammy Johnson, FAS and Financail Supervisor
B8(b)	If a combination lock is used on the FTI storage cabinet; how often is the combination changed?	N/A
B8(b)(i)	Who controls the combination of the FTI storage cabinet (name and title)?	N/A
B9	Does the agency maintain a Visitors' Access Log for those areas designated as containing FTI?	Yes
B9(a)	If the agency maintain a Visitors' Access Log for those areas designated as containing FTI, are the following data elements captured in the log: Date, name & organization of visitor, form of identification of visitor, purpose of visit, name & organization of person visited, time of entry, time of departure, signature of visitor.	Yes
B9(b)	If the agency maintains a Visitors' Access Log for those areas designated as containing FTI, who periodically reviews the access log (name and title)?	Julie Sjostrand, Director and/or Tammy Johnson, FAS
B10	Do employees of other county agencies, without authorized access to FTI, have a need to periodically access areas designated as containing FTI?	Yes
B10(a)	If yes, is a County Employee Authorized Access List (AAL) maintained for those employees that have a frequent and continuing need to enter the restricted FTI area?	Yes
B10(a)(i)	If a County Employee Authorized Access List (AAL) is maintained, are the following data elements captured in the log: The name of the individual, agency or department name, name and phone number of agency point of contact (POC), address of agency POC, and purpose for access?	Yes
B10(a)(ii)	If a County Employee Authorized Access List (AAL) is maintained, who maintains the County Employee AAL (name and title)?	Julie Sjostrand, Director, and/or Tammy Johnson

B10(a)(iii)	If a County Employee Authorized Access List (AAL) is maintained, how often do you update the County Employee AAL?	Annually and when there is a change in staff <b>07/31/2023 - The County Employee AAL must be updated at least monthly or when employee access changes. Please change your policy and provide the effective date of the change.</b> 11/30/2023 - Done - See Attached.
B11	Do vendors and non-agency personnel have a need to access areas designated as containing FTI?	Yes
B11(a)	If vendors and non-agency personnel have a need to access areas designated as containing FTI, is a Vendor and Non-Agency Authorized Access List (AAL) maintained for those vendors and non-agency personnel that have a frequent and continuing need to enter the restricted FTI area?	Yes, we have an Authorized Access List.
B11(a)(i)	If a Vendor and Non-Agency Authorized Access List (AAL) is maintained, are the following data elements captured in the log: the name of the vendor/contractor/non-agency personnel, name and phone number of agency point of contact (POC) authorizing access, name and address of vendor POC, address of vendor/contractor and purpose and level of access?	Yes the Authorized Access list provides the name of the vendor/contractor/non-agency personnel, name and phone number of agency point of contact(POC) authorizing access, name and address of vendor POC, address of vendor/contractor and purpose and level of access.
B11(a)(ii)	If a Vendor and Non-Agency Authorized Access List (AAL) is maintained, who maintains the Vendor and Non-Agency AAL (name and title)?	Tammy Johnson, FAS and Julie Sjostrand, Director.
B11(a)(iii)	If a Vendor and Non-Agency Authorized Access List (AAL) is maintained, how often do you update the Vendor and Non-Agency AAL?	Monthly
B12	Are visitors, non-AAL vendors and non-agency personnel escorted within areas designated as containing FTI?	Yes
B13	Please provide a copy of your agency's Visitor Access/Authorized Access List policy.	Please see attached copy
B14	Does your office have a written policy against staff tailgating/piggybacking into secured work areas and to require staff to individually badge themselves into secured work areas?	Yes
B14(a)	Please provide a copy of your agency's tailgating/piggybacking policy	Please see attached copy
B15	Does your agency have interview rooms?	Main Office: Yes Child Support: No

B15(a)	If your agency has interview rooms, how is physical safety maintained in those rooms?	Staff receive annual safety training. Our last training was present in August 2019.
B16	Do agency staff regularly receive training on de-escalation techniques and how to address conflict?	No
B16(a)	If your agency staff do not regularly receive training on de-escalation techniques, would you like to receive such training?	Yes
B17	FTI must be protected by Minimum Protection Standards (MPS), also known as the "two barrier" rule. The two barrier rule begins at the FTI and extends outward to the individual without authorized access to the FTI. Examples of the barriers are available on page 44 of IRS Publication 1075. They are: 1) secured perimeter, 2) security room, 3) badged employee, and 4) security container (cabinet or computer). During business hours, what is your first barrier?	Badged employees and locked computers.
B17(a)	During business hours, what is your second barrier?	Main Office: Keyed and locked building front and exterior door (remains unlocked during business hours); double keyed and locked building rear exterior door (remains locked at all times); keypad entrance into our Agency lobby (remains unlocked during business hours); keypad entry into our working areas-offices)(three of these) (remains locked at all times).
B18	What is your first barrier during non-business hours?	Locked computers and locked file cabinet.
B18(a)	What is your second barrier during non-business hours?	Main Office: Keyed and locked building front and exterior door(reamins unlocked during business hours) ;double keyed and locked building rear exterior door (remains locked at all times); keypad entrance into our Agency lobby (remains unlocked during busine hours); keypad entry into our working areas-offices) (three of these) (remains locked at all times).
B19	Are back-up files, containing FTI, stored off-site?	No
B20	Does your county have any satellite or hub offices not related to a consortium?	No
B20(a)	If your county has satellite or hub offices, how many are there and where are they located?	N/A
B20(b)	If your county has satellite or hub offices, do your satellite office(s) maintain the same security policies, pertaining to IRS Publication 1075, as your main office?	N/A
B20(c)	What are the two barriers that protect FTI at your satellite office(s)?	N/A

B21	Does your office transport FTI outside your agency, via mail or courier?	No
B21(a)	If your office transports FTI outside your agency, please describe how your office safeguards paper containing FTI in transit.	N/A

**Section C: Restricting Access (Publication 1075, Section 2.C) IRC 6103 (p)(4)(C)**

**Objective: To determine whether access to FTI is adequately controlled and restricted**

Question		County/DHS Response
C1	Are child support professionals in your agency aware the following <b>PRISM</b> screens may contain FTI: ARDC, ARDE, COIR, CPLA, CUSL, FEIR, FPLS, NCLA, PAAD, PAAR, PALC, PALI, PAPL, PCPL, POPA, PUSL, REDB, REDL, SDSU, SUCA, SUCO, SUCW, SULI, SUPA, SUSC, UNPD, UNPL and UUPL?	Yes
C2	Are economic assistance professionals in your agency aware the following <b>MAXIS</b> screens may contain FTI: BEER, IDLA, IDLB, IEVS, IULA, IULB, and UNVI?	Yes
C3	Are workers copying or documenting FTI information in MAXIS CASE/NOTE or PRISM CAAD or PAML?	No
C4	Are PRISM payment histories printed from PAPL, PALC and/or PALI?	Yes for PAPL
C4(a)	If PRISM payment histories are printed from PAPL, PALC and/or PALI, are PRISM payment histories only printed using the F9 print option? Or are they sometimes printed using the print screen, or F6 on the PALC screen, option?	Child Support uses the F9 print option only.
C5	Is FTI kept separate or is it co-mingled with other information?	no FTI information is printed or retained.
C6	Do Security Liaisons in your agency request limited system access to MAXIS, PRISM, and the Child Support Portal based on each individual users official duties?	Only those staff that have a business need to know the appropriate computer system access (PRISM,MAXIS). <b>07/31/2023 - Is the access requested based on each individual user's official duties?</b> 11/30/2023 - Yes
C7	After access has been provisioned by the MNIT System Security and Access (SSAM) team, do the Security Liaisons in your agency double check to make sure staff have received the appropriate access?	Yes
C8	Does your agency annually review user access to FTI and SSA data by reviewing user access roles?	Yes



C9	Please provide a copy of your agency's onboarding and offboarding policy and procedure.	Working on this <b>07/31/2023 - Received and reviewed</b> 11/30/2023 - Done- See attached.
C10	Do your Security Liaisons double check MAXIS and PRISM to make sure access has been terminated.	Yes
C11	Is FTI accessed by, or re-disclosed to, personnel outside of the child support or economic assistance agency (e.g., contractors, sheriff's office staff, fraud investigators, child protection workers or foster care workers)?	No
C11(a)	If FTI is accessed by, or re-disclosed to, personnel outside of the child support or economic assistance agency, please list personnel/offices and provide justification.	N/A
C12	Is FTI transmitted via email?	No
C12(a)	If FTI is transmitted via email, how is the FTI protected?	N/A
C12(b)	Please provide a copy of your agency's FTI email policy and procedure.	Please see attached copy
C13	Is FTI transmitted via fax machine?	No
C13(a)	If FTI transmitted via fax machine, how is the FTI protected?	N/A
C13(b)	Please provide a copy of your agency's FTI fax policy and procedure.	Please see attached copy

**D. Other Safeguards (Publication 1075, Section 2.D) IRC 6103(p)(4)(D)**

**Objective: To ascertain education and awareness are provided to ensure the confic**

Question		County/DHS Response
D1	Staff who access FTI and SSA information are required to annually take the Department of Human Service's privacy and security trainings as well as the Child Support Division's Safeguarding Protected Child Support Information (CSD023(a)) training. Do staff in your agency who access FTI take the required training courses?	Yes
D2	Who is responsible for ensuring the trainings are complete for access to PRISM and MAXIS (name(s) and title(s))?	Each employee's Supervisor

D3	How are course completions monitored for staff?	Each employee's Supervisor monitors.
D4	Are records of course completion maintained for five years?	Yes
D5	Are staff fully aware that unauthorized release of FTI may be considered a felony and is punishable by a fine up to \$5000 and/or imprisonment up to 5 years, plus the cost of prosecution?	Yes
D6	Does the agency have policies and procedures established for reporting potential security breaches and instances of unauthorized access to FTI, Social Security Information or other private data to department?	Working on this <b>07/31/2023 - Received and reviewed</b>
D6(a)	Which agency staff is designated to contact DHS EAESD to report a security incident (name, title, phone number and email address)?	Tammy Johnson, FAS tmjohnson@co.pennington.mn.us 218-681-2880, ext. 235
D6(b)	Which agency staff is designated to contact DHS CSD to report a security incident (name, title, phone number and email address)?	Julie Sjostrand, Director jasjostrand@co.pennington.mn.us 218-681-2880, ext. 227
D6©	Please provide a copy of your agency's security incident policy and procedures.	<b>07/31/2023 - Received and reviewed</b>

## Section E: Disposing Federal Taxpayer Information (Publication 1075, Section 2.D.7)

**Objective: To determine if FTI is disposed of properly.**

Question		County/DHS Response
E1	Is FTI in paper format, such as IEVS Notices, destroyed upon completion of use? (Yes/No)	Yes
E2	Is the used FTI paper co-mingled with other sensitive information in a locked storage container before being destroyed?	No
E3	How is the FTI in paper format destroyed? Please provide the policy and procedures.	Working on this <b>07/31/2023 Please provide your policy and procedure for destroying FTI.</b> 11/30/2023 - See attached.
E4	Who performs the destruction of paper waste material containing FTI (agency staff, contractor)?	Agency Staff
E5	Who in your agency witnesses the destruction of the FTI (name and title)?	Tammy Johnson, FAS

E6	Please submit a copy of your 2022 FTI Destruction log with your completed responses.	None. <b>07/31/2023 - The destruction log should include IEVS Difference Notices that were returned by the post office. Were any IEVS Difference Notices returned to your agency via US Postal Mail?</b> 11/30/2023 - No

**Section F: Computer System Security (Publication 1075, Section 2.D.8)**

**Objective: To determine if computer security requirements are met to adequately**

Question		County/DHS Response
F1	Does your agency allow workers that have access to FTI to telecommute/work from home?	Main Office: Yes Child Support: Yes
F1(a)	Does your agency allow personal owned devices on the network?	Computer is owned by our agency
F1(b)	Please provide a copy of your agency's telework/telecommute policy and procedure.	Please see attached Copy <b>07/31/2023 - Per IRS Publication 1075 2.C.2 Policies and Procedures: If permitted, a policy/procedure must address the security of FTI at alternate work sites. A policy is required even if alternate work sites are prohibited. Please update your policy accordingly and provide an updated copy.</b> 11/30/2023 - See attached
F2	Who is responsible for configuring your agency computers that receive, process, store, or transmit FTI (name, title, phone number and email address)?	ReadiTech IT Company info@readitech.com
F3	Does your agency use a manual and/or automated scanning tools to perform compliance and vulnerability assessments of information technology (IT) assets that access, store, process or transmit FTI?	NESSUS scanning Tool
F4	How often does your agency review the SCSEMs on the Office of Safeguards website to ensure secure configurations of all agency information technology and communication systems receiving, processing, storing, accessing, protecting and/or transmitting FTI?	<b>07/31/2023 - Please provide a response.</b> 11/30/2023 - Annually and anytime a system change takes place.

**Certification: By providing the following information, I acknowledge that I reviewed the Internal Inspection Report as part of the IRS Safeguards Internal Inspections rec**

	County IT Director, Name, email, phone number and date.	Redi Tech
	County Director: Name, email, phone number, and date.	Julie Sjostrand, Director 218-681-2880, ext. 227 jasjostrand@co.pennington.mn.us

12/4/2023

[jasiostrand@co.pennington.mn.us](mailto:jasiostrand@co.pennington.mn.us)

[info@readitech.com](mailto:info@readitech.com)

[jasiostrand@co.pennington.mn.us](mailto:jasiostrand@co.pennington.mn.us)

[tmjohnson@co.pennington.mn.us](mailto:tmjohnson@co.pennington.mn.us)

7/31/2023, 08/02/2023, 12/04/2023

**Disclosure regulations as defined**

5.

6103 (p)(4)(A)

to identify, store, protect, and

**Risk Rating**

Compliant

Compliant

Compliant

Compliant

SIGNIFICANT

Compliant

Compliant

Compliant

Compliant

Compliant

Compliant

ere the FTI is located.

**Risk Rating**

Compliant

Compliant

Compliant









Compliant

Compliant

Compliant

Compliant

Compliant

Compliant

Compliant

Compliant

Compliant

Compliant

Compliant

Compliant

Compliant

Compliant

Compliant

Compliant

Compliant

Compliant

Compliant

Compliant

Compliant

Compliant

Compliant

Compliant

Compliant

**ted.**

**Risk Rating**

Compliant

Compliant

Compliant

Compliant

Compliant

Compliant

Compliant

Compliant

Compliant

Compliant

Compliant

Compliant

Compliant

Compliant

Compliant

Compliant

Compliant

Compliant

Compliant

**Confidentiality of the FTI.**

**Risk Rating**

Compliant

Compliant

Compliant
Compliant
Compliant
Compliant
Compliant
Compliant
Compliant
Compliant
<b>) IRC 6103(p)(4)(F)</b>
<b>Risk Rating</b>
Compliant
Compliant
Compliant
Compliant
Compliant

Compliant

**protect FTI.**

**Risk Rating**

Compliant

Compliant

Compliant

Compliant

Compliant

Compliant

**d the responses laid out here in  
quirement.**




## PURCHASE OF SERVICES AGREEMENT

THIS AGREEMENT is made for the period January 1, 2024, to December 31, 2024, between Sanford Health Network North dba Sanford Behavioral Health Center (“Sanford”) and Pennington County Human Services (“Agency”).

WHEREAS, Sanford provides, inter alia, Chemical Dependence and Temporary Confinement Services, collectively “the Services”; and

WHEREAS, the Agency wishes to purchase the Services from Sanford; and

WHEREAS, this Agreement will serve as a lead/host county agreement for other financially responsible agencies utilizing the Services.

NOW THEREFORE, in consideration of the covenants herein contained, the parties hereto have entered into this Agreement under the terms and conditions set forth below:

Agency hereby contracts with Sanford, and Sanford agrees to provide the Services to the Agency pursuant to the terms of this Agreement.

### **1 Temporary Confinement (72 Hour & Judicial Holds)**

- 1.1 Each Minnesota county is obligated under MS 253B.045 subd. 2(a) to either provide a facility for temporary confinement services, or to contract with a third-party for those services. This Purchase of Services Agreement is intended to be such a contract fulfilling Pennington County’s obligations under MS 253.045 subd. 2(a). Accordingly, this Agreement’s terms govern the delivery of, and payment for, short-term mental health services provided under Chapter 253B in Pennington County. As Sanford capacity allows, Sanford agrees to provide mental health inpatient stays for Agency referrals under MS 253B.051 and 253B.07 as enacted as of the signing of this Agreement. In accordance with MS 253B.045 subd. 2(a) and MS 256G.08, the County of Financial Responsibility (as defined in MS 256G.02 subd. 4) is responsible for all charges not covered, including patient copays and deductibles, after third party payment sources (excluding the patient) have been exhausted. Sanford will make all reasonable efforts to collect reimbursement from third party insurers prior to billing the County of Financial Responsibility.
- 1.2 Agency agrees to the following rates for all stays covered under the above statutes.
  - 1.2.1 01/01/2024 – 12/31/2024 \$1,817/day
- 1.3 Upon the admission of an involuntary patient, pursuant to MN Statutes, Chapter 253B, Sanford will determine the insurance status of the patient. If the patient is not covered by an insurance plan, Sanford will encourage the patient to start an application process and provide the technology necessary for him or her to do so. If a patient does not agree to seek insurance coverage, Sanford will inform the County of

Fiscal Responsibility of the patient's refusal. Sanford cannot apply for insurance on a patient's behalf.

1.4 In the event that a patient's visit to the Sanford Medical Center Thief River Falls emergency department results in a temporary confinement, and no suitable behavioral health inpatient bed is available after reasonable efforts to secure, Sanford will attempt to make, but will be under no obligation to provide, appropriate accommodation for the patient's needs in one of its medical/surgical rooms until more suitable accommodations can be located by Sanford or Agency. The County of Fiscal Responsibility's payment obligation in this situation is dependent upon the type of care on the medical/surgical floor deemed medically necessary.

2.4.1 Observation status – If the patient has third-party insurance coverage, the first 48 hours of the observation stay will be billed to third-party insurance. Portions of the patient stay after the first 48 hours will be the responsibility of the County of Fiscal Responsibility at the daily rates defined above. If the patient does not have third-party insurance, the entire stay will be the responsibility of the County of Fiscal Responsibility at the daily rates defined above.

2.4.2 Inpatient status – If the patient has third-party insurance coverage, such insurance will be billed first, with the remaining balance being the responsibility of the County of Fiscal Responsibility.

1.5 Sanford shall bill each patient's County of Financial Responsibility for temporary confinement costs. If the patient's County of Financial Responsibility is unknown, Sanford shall bill the county which initiated the confinement.

1.6 In the event that following a patient's visit the patient receives third party insurance coverage that is retroactive to a date on or before the patient's visit, and Agency notifies Sanford of the change at least five business days prior to the third party payor's timely filing deadline, Sanford will refund to Agency an amount equivalent to the amount previously paid by Agency minus the patient responsible balance reported by the third party insurance carrier for that visit. Coverage notifications occurring after this time will result in charges on those dates of service remaining the responsibility of Agency.

1.7 Agency agrees that charges for patient transfer to/from facilities other than Sanford Health Network North dba Sanford Medical Center Thief River Falls and Sanford Health Network North dba Sanford Behavioral Health Center are not included in the daily rate.

1.8 This agreement will serve as a lead/host county agreement for temporary confinements initiated by other financially responsible agencies.

## **2 Miscellaneous**

2.1 Additional Sanford commitments – Sanford shall:

2.1.1 Inform Agency of any developments which may have a significant bearing on Sanford's ability to deliver any of the Services covered by this Agreement.

- 2.1.2 Charge fees for Services which do not unreasonably exceed the actual cost of providing such Services.
- 2.1.3 Provide Services in a manner consistent with sound business/medical practice and in compliance with Sanford's policies and procedures, including any compliance programs and business conduct codes.
- 2.1.4 Reasonably cooperate with Agency in attempting to maximize the Agency's opportunity to make use of non-Agency sources of funding.
- 2.1.5 Not do any work nor furnish any material not covered by this Agreement on behalf of Agency unless it is approved in writing by the Agency.
- 2.2 Additional Agency commitments – Agency shall:
  - 2.2.1 Where Services provided by Sanford cannot be billed within the current Agreement period, Sanford will bill and Agency agrees to remit funding for those Services from the following Agreement period's funds.
- 2.3 General liability insurance - Sanford will at all times during the term of this Agreement have and keep in force a general liability insurance policy in the amount of one million dollars (\$1,000,000) for bodily injury or property damage to any one person and three million dollars (\$3,000,000) for total injuries or damages arising from any one occurrence.
- 2.4 Professional liability insurance - Sanford must also maintain professional liability insurance with a minimum aggregate amount of one million dollars (\$1,000,000).
- 2.5 Indemnity – Sanford and Agency agree to indemnify and hold each other harmless against any and all cost, damage, expense, claim, liability, civil fine and penalty, including (but not limited to) court costs and reasonable attorneys' fees incurred by the other party arising out of or in connection with that party's negligence or failure to comply with all such laws, ordinances, rules and regulations. The indemnity provisions set forth in this section shall survive the expiration or early termination of this Agreement, and shall include but not be limited to any claims arising:
  - 2.5.1 By reason of any Service client's suffering personal injury, death, or property loss or damages either while participating in or receiving from Sanford the Services to be furnished by Sanford under this Agreement, or while on premises owned, leased or operated by Sanford, or while being transported to or from said premises in any vehicle owned, operated, chartered, or otherwise contracted for by Sanford when the cause of such injury or loss is due to Sanford's negligent or intentional acts; or
  - 2.5.2 By reason of any Service client's causing injury to, or damage to, the property of another person during any time when Sanford or its assign, or employee thereof has undertaken or is furnishing the care and Service called for under this Agreement when the cause of such injury or loss is due to Sanford's negligent or intentional acts.

- 2.6 Bonding – Sanford shall obtain and maintain at all times during the term of this Agreement, a fidelity bond covering the activity of its personnel authorized to receive or distribute monies. Such bond shall be in the amount of not less than \$100,000.
- 2.7 Confidential information – Both Sanford and Agency agree that all information with respect to the operations and business of the other party gained during the negotiations leading up to this Agreement, and from the performance of the Agreement, will be held in confidence and will not be divulged to any unauthorized person without prior written consent of the other, except for access required by law regulation, and third party reimbursement agreements.
- 2.8 HIPAA and HITECH - Sanford agrees that it is a “covered entity” as defined in the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and Health Information Technology for Economic and Clinical Health Act (HITECH) of 2009, and is in compliance with privacy regulations, 45 C.F.R. § 165.500, et seq. ("Privacy Regulations") and all requirements with respect to individual identifying health information (IIHI) as defined in HIPAA. Use and disclosure of IIHI will require that all IIHI be: appropriately safeguarded; misuse appropriately reported; satisfactory assurances from any subcontractor(s) secured; individuals granted access and ability to amend their IIHI; accounting of disclosure made available; and applicable records released to the Agency or Department of Human Services. The provisions of this paragraph shall survive the termination of this Agreement.
- 2.9 Equal employment opportunity, civil rights, and nondiscrimination - (When applicable) Sanford agrees to comply with the Civil Rights Act of 1964, Title VII (42 USC 2000e), including Executive Order No. 11246, and Title VI (42 USC 200d); and the Rehabilitation Act of 1973, as amended by Section 504; (When applicable) Sanford certifies that it has received a certificate of compliance from the Commissioner of Human Rights pursuant to Minnesota Statutes, section 363.073 (1982).
- 2.10 Fair hearing and grievance procedures – Agency agrees to provide for a fair hearing and grievance procedure in conformance with Minnesota Statutes, section 256.045, and in conjunction with the fair Hearing and Grievance Procedures established by administrative rules of the State Department of Human Services.
- 2.11 Distinction of entities – This Agreement shall not be construed in any manner to make Sanford personnel employees of Agency. Agency shall not be responsible for withholding of any taxes related to the contracting with Sanford, including, but not limited to, State and Federal income tax and FICA taxes. Agency shall not be responsible for worker’s compensation benefits, unemployment compensation premiums, or any other benefits or obligations either required by law or provided by Agency to its own employees. Sanford is an independent contractor with respect to Agency.
- 2.12 Staff selection and management - Sanford agrees to furnish Agency with personnel who have the academic preparation, personal qualities, skills, licensure and experience necessary to meet relevant requirements and provide high quality Services to eligible residents in Agency’s jurisdiction. Selection of staff that will complete each Service covered under this Agreement is under Sanford’s discretion and may change

throughout the Agreement term as needs dictate. Sanford will provide administrative and clinical supervision as necessary for personnel providing Services under this Agreement and assume full responsibility for their conduct. Clinical supervision will be provided by a mental health professional.

2.13 Subcontracting – Sanford may enter into subcontracts for any of the Services covered by this Agreement upon providing written notice to Agency. All subcontracts shall be subject to the requirements of this Agreement.

2.14 Audit and record disclosures – Sanford shall:

2.14.1 Allow the personnel of Agency, the Minnesota Department of Human Services, and the Department of Health and Human Services, or their designee, access to Sanford’s facility and records at reasonable hours and upon reasonable notice to exercise their responsibility to monitor purchased Services.

2.14.2 Maintain all records pertaining to this Agreement (program and fiscal) for four years for audit purposes.

2.14.3 Comply with policies of the Minnesota Department of Human Services regarding social services recording and monitoring procedures, as defined in the Department of Human Services Social Services Manual, and the administrative rules of the State agency.

2.14.4 Make the results of any audits conducted by Sanford, insofar as they pertain to Services covered by this Agreement, available to the Agency at the latter’s request.

2.15 Conditions for termination

2.15.1 Medicare and Medicaid eligibility – Sanford certifies as of the execution of this Agreement and continuing through the term of this Agreement, that neither it, its member, nor employed physicians providing services under this Agreement have been excluded from participation in any federal or state Medicare, Medicaid, or other third party payor program, nor is any such action pending. Sanford shall notify Agency as soon as reasonably possible if such action is threatened or proposed. If at any time Sanford, its member or employed physicians providing services under this Agreement have been excluded, as described above, then Agency may immediately terminate this Agreement.

2.15.2 Statutory changes - It is agreed that the terms and conditions of this Agreement will be changed to reflect any change in and status of any state or federal law, rule, regulation, guideline or safe harbor regulation that has any material impact on either of the parties and of the parties’ ability to legally carry out the spirit of the Agreement and their good faith intentions. If such amendments materially change the rights and obligations of the parties hereto, either party may then terminate this Agreement upon written notice of termination which shall be effective on the effective date of the state or federal law, rule,

regulation, guideline or safe harbor regulation that necessitated the amendment or the expiration date of the then current term, whichever date is earlier.

- 2.15.3 Funding changes - The Agency agrees to inform Sanford of any developments which may have a significant bearing on the Agency's ability to provide funds in accord with the amounts and principles contained in this Agreement. Should the Agency be unable to fulfill its financial obligations to Sanford due to specific reductions in federal or state funds, the obligation of both parties shall cease following a 60 day advance notice.
- 2.15.4 Other – Unless otherwise specified above, either party may terminate this Agreement with or without cause upon sixty (60) days prior written notice to the other party.

## 2.16 Conditions for modification

- 2.16.1 Any alterations, variation, modifications, or waivers of provisions of this Agreement will be valid only when they have been reduced to writing, and duly signed.
- 2.16.2 Unless otherwise specified above, if Sanford is unable to or is going to be unable to provide the required quality or quantity of Services it must notify Agency thirty (30) days before the service line is discontinued.

## 2.17 General terms

- 2.17.1 No waiver by either party or any term or provision of this Agreement shall be deemed to be a waiver of any other term or provision.
- 2.17.2 If any term or provision of this Agreement is now or hereafter determined to be invalid or unenforceable, such determination shall not impair the validity of the remainder of this Agreement.
- 2.17.3 The terms and provisions hereof shall be binding on and inure to the benefit of the successors and permitted assigns of the parties hereto.
- 2.17.4 This Agreement shall be construed in accordance with the laws of the State of Minnesota.
- 2.17.5 The Agreement is not assignable by either party without the prior written consent of the other party.
- 2.17.6 It is understood and agreed that the entire agreement of the parties is contained herein and that this Agreement supersedes all oral agreements and negotiations between the parties relating to the subject matter hereof, as well as any previous agreements presently in effect relating to the subject matter hereof.

**Pennington County Human Services**

**Sanford Health Network North**

By: \_\_\_\_\_

By: \_\_\_\_\_

Its: \_\_\_\_\_

Its: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

**Reviewed and Approved:**

By: \_\_\_\_\_

Pennington County Attorney

Date: \_\_\_\_\_

## PURCHASE OF SERVICES AGREEMENT

THIS AGREEMENT is made for the period January 1, ~~2023~~2024, to December 31, ~~2023~~2024, between Sanford Health Network North dba Sanford Behavioral Health Center (“Sanford”) and Pennington County Human Services (“Agency”).

WHEREAS, Sanford provides, inter alia, Chemical Dependence and Temporary Confinement Services, collectively “the Services”; and

WHEREAS, the Agency wishes to purchase the Services from Sanford; and

WHEREAS, this Agreement will serve as a lead/host county agreement for other financially responsible agencies utilizing the Services.

NOW THEREFORE, in consideration of the covenants herein contained, the parties hereto have entered into this Agreement under the terms and conditions set forth below:

Agency hereby contracts with Sanford, and Sanford agrees to provide the Services to the Agency pursuant to the terms of this Agreement.

### 1 Temporary Confinement (72 Hour & Judicial Holds)

- 1.1 Each Minnesota county is obligated under MS 2534B.045 subd. 2(a) to either provide a facility for temporary confinement services, or to contract with a third-party for those services. This Purchase of Services Agreement is intended to be such a contract fulfilling Pennington County’s obligations under MS 2534.045 subd. 2(a). Accordingly, this Agreement’s terms govern the delivery of, and payment for, short-term mental health services provided under Chapter 253B in Pennington County. As Sanford capacity allows, Sanford agrees to provide mental health inpatient stays for Agency referrals under MS 253B.051 and 253B.07 as enacted as of the signing of this Agreement. In accordance with—Agency and Sanford agree that MS 253B.045 subd. § 2(a)-a and MS 256G.08, are interpreted to mean that the County of Financial Responsibility (as defined in MS 256G.02 subd. 4) therein is responsible for all charges not covered, including patient copays and deductibles, after third party payment sources (excluding the patient) have been exhausted. Sanford will make all reasonable efforts to collect reimbursement from third party insurers prior to billing the County of Financial Responsibility.
- 1.2 Agency agrees to the following rates for all stays covered under the above statutes.
  - 1.2.1 01/01/~~2023~~2024 – 12/31/~~2023~~2024 \$1,817/day
- 1.3 Upon the admission of an involuntary patient, pursuant to MN Statutes, Chapter 253B, Sanford will determine the insurance status of the patient. If the patient is not covered by an insurance plan, Sanford will encourage the patient to start an application process and provide the technology necessary for him or her to do so. If a patient does not agree to seek insurance coverage, Sanford will inform the County of



Fiscal Responsibility of the patient's refusal. Sanford cannot apply for insurance on a patient's behalf.

1.4 In the event that a patient's visit to the Sanford Medical Center Thief River Falls emergency department results in a temporary confinement, and no suitable behavioral health inpatient bed is available after reasonable efforts to secure, Sanford will attempt to make, but will be under no obligation to provide, appropriate accommodation for the patient's needs in one of its medical/surgical rooms until more suitable accommodations can be located by Sanford or Agency. The County of Fiscal Responsibility's payment obligation in this situation is dependent upon the type of care on the medical/surgical floor deemed medically necessary.

2.4.1 Observation status – If the patient has third-party insurance coverage, the first 48 hours of the observation stay will be billed to third-party insurance. Portions of the patient stay after the first 48 hours will be the responsibility of the County of Fiscal Responsibility at the daily rates defined above. If the patient does not have third-party insurance, the entire stay will be the responsibility of the County of Fiscal Responsibility at the daily rates defined above.

2.4.2 Inpatient status – If the patient has third-party insurance coverage, such insurance will be billed first, with the remaining balance being the responsibility of the County of Fiscal Responsibility.

1.5 Sanford shall bill each patient's County of Financial Responsibility for temporary confinement costs. If the patient's County of Financial Responsibility is unknown, Sanford shall bill the county which initiated the confinement.

1.6 In the event that following a patient's visit the patient receives third party insurance coverage that is retroactive to a date on or before the patient's visit, and Agency notifies Sanford of the change at least five business days prior to the third party payor's timely filing deadline, Sanford will refund to Agency an amount equivalent to the amount previously paid by Agency minus the patient responsible balance reported by the third party insurance carrier for that visit. Coverage notifications occurring after this time will result in charges on those dates of service remaining the responsibility of Agency.

1.7 Agency agrees that charges for patient transfer to/from facilities other than Sanford Health Network North dba Sanford Medical Center Thief River Falls and Sanford Health Network North dba Sanford Behavioral Health Center are not included in the daily rate.

1.8 This agreement will serve as a lead/host county agreement for temporary confinements initiated by other financially responsible agencies.

## **2 Miscellaneous**

2.1 Additional Sanford commitments – Sanford shall:

2.1.1 Inform Agency of any developments which may have a significant bearing on Sanford's ability to deliver any of the Services covered by this Agreement.

- 2.1.2 Charge fees for Services which do not unreasonably exceed the actual cost of providing such Services.
- 2.1.3 Provide Services in a manner consistent with sound business/medical practice and in compliance with Sanford's policies and procedures, including any compliance programs and business conduct codes.
- 2.1.4 Reasonably cooperate with Agency in attempting to maximize the Agency's opportunity to make use of non-Agency sources of funding.
- 2.1.5 Not do any work nor furnish any material not covered by this Agreement on behalf of Agency unless it is approved in writing by the Agency.
- 2.2 Additional Agency commitments – Agency shall:
  - 2.2.1 Where Services provided by Sanford cannot be billed within the current Agreement period, Sanford will bill and Agency agrees to remit funding for those Services from the following Agreement period's funds.
- 2.3 General liability insurance - Sanford will at all times during the term of this Agreement have and keep in force a general liability insurance policy in the amount of one million dollars (\$1,000,000) for bodily injury or property damage to any one person and three million dollars (\$3,000,000) for total injuries or damages arising from any one occurrence.
- 2.4 Professional liability insurance - Sanford must also maintain professional liability insurance with a minimum aggregate amount of one million dollars (\$1,000,000).
- 2.5 Indemnity – Sanford and Agency agree to indemnify and hold each other harmless against any and all cost, damage, expense, claim, liability, civil fine and penalty, including (but not limited to) court costs and reasonable attorneys' fees incurred by the other party arising out of or in connection with that party's negligence or failure to comply with all such laws, ordinances, rules and regulations. The indemnity provisions set forth in this section shall survive the expiration or early termination of this Agreement, and shall include but not be limited to any claims arising:
  - 2.5.1 By reason of any Service client's suffering personal injury, death, or property loss or damages either while participating in or receiving from Sanford the Services to be furnished by Sanford under this Agreement, or while on premises owned, leased or operated by Sanford, or while being transported to or from said premises in any vehicle owned, operated, chartered, or otherwise contracted for by Sanford when the cause of such injury or loss is due to Sanford's negligent or intentional acts; or
  - 2.5.2 By reason of any Service client's causing injury to, or damage to, the property of another person during any time when Sanford or its assign, or employee thereof has undertaken or is furnishing the care and Service called for under this Agreement when the cause of such injury or loss is due to Sanford's negligent or intentional acts.

- 2.6 Bonding – Sanford shall obtain and maintain at all times during the term of this Agreement, a fidelity bond covering the activity of its personnel authorized to receive or distribute monies. Such bond shall be in the amount of not less than \$100,000.
- 2.7 Confidential information – Both Sanford and Agency agree that all information with respect to the operations and business of the other party gained during the negotiations leading up to this Agreement, and from the performance of the Agreement, will be held in confidence and will not be divulged to any unauthorized person without prior written consent of the other, except for access required by law regulation, and third party reimbursement agreements.
- 2.8 HIPAA and HITECH - Sanford agrees that it is a “covered entity” as defined in the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and Health Information Technology for Economic and Clinical Health Act (HITECH) of 2009, and is in compliance with privacy regulations, 45 C.F.R. § 165.500, et seq. ("Privacy Regulations") and all requirements with respect to individual identifying health information (IIHI) as defined in HIPAA. Use and disclosure of IIHI will require that all IIHI be: appropriately safeguarded; misuse appropriately reported; satisfactory assurances from any subcontractor(s) secured; individuals granted access and ability to amend their IIHI; accounting of disclosure made available; and applicable records released to the Agency or Department of Human Services. The provisions of this paragraph shall survive the termination of this Agreement.
- 2.9 Equal employment opportunity, civil rights, and nondiscrimination - (When applicable) Sanford agrees to comply with the Civil Rights Act of 1964, Title VII (423 USC 2000e), including Executive Order No. 11246, and Title VI (42 USC 200d); and the Rehabilitation Act of 1973, as amended by Section 504; (When applicable) Sanford certifies that it has received a certificate of compliance from the Commissioner of Human Rights pursuant to Minnesota Statutes, section 363.073 (1982).
- 2.10 Fair hearing and grievance procedures – Agency agrees to provide for a fair hearing and grievance procedure in conformance with Minnesota Statutes, section 256.045, and in conjunction with the fair Hearing and Grievance Procedures established by administrative rules of the State Department of Human Services.
- 2.11 Distinction of entities – This Agreement shall not be construed in any manner to make Sanford personnel employees of Agency. Agency shall not be responsible for withholding of any taxes related to the contracting with Sanford, including, but not limited to, State and Federal income tax and FICA taxes. Agency shall not be responsible for worker’s compensation benefits, unemployment compensation premiums, or any other benefits or obligations either required by law or provided by Agency to its own employees. Sanford is an independent contractor with respect to Agency.
- 2.12 Staff selection and management - Sanford agrees to furnish Agency with personnel who have the academic preparation, personal qualities, skills, licensure and experience necessary to meet relevant requirements and provide high quality Services to eligible residents in Agency’s jurisdiction. Selection of staff that will complete each Service covered under this Agreement is under Sanford’s discretion and may change

throughout the Agreement term as needs dictate. Sanford will provide administrative and clinical supervision as necessary for personnel providing Services under this Agreement and assume full responsibility for their conduct. Clinical supervision will be provided by a mental health professional.

2.13 Subcontracting – Sanford may enter into subcontracts for any of the Services covered by this Agreement upon providing written notice to Agency. All subcontracts shall be subject to the requirements of this Agreement.

2.14 Audit and record disclosures – Sanford shall:

2.14.1 Allow the personnel of Agency, the Minnesota Department of Human Services, and the Department of Health and Human Services, or their designee, access to Sanford's facility and records at reasonable hours and upon reasonable notice to exercise their responsibility to monitor purchased Services.

2.14.2 Maintain all records pertaining to this Agreement (program and fiscal) for four years for audit purposes.

2.14.3 Comply with policies of the Minnesota Department of Human Services regarding social services recording and monitoring procedures, as defined in the Department of Human Services Social Services Manual, and the administrative rules of the State agency.

2.14.4 Make the results of any audits conducted by Sanford, insofar as they pertain to Services covered by this Agreement, available to the Agency at the latter's request.

2.15 Conditions for termination

2.15.1 Medicare and Medicaid eligibility – Sanford certifies as of the execution of this Agreement and continuing through the term of this Agreement, that neither it, its member, nor employed physicians providing services under this Agreement have been excluded from participation in any federal or state Medicare, Medicaid, or other third party payor program, nor is any such action pending. Sanford shall notify Agency as soon as reasonably possible if such action is threatened or proposed. If at any time Sanford, its member or employed physicians providing services under this Agreement have been excluded, as described above, then Agency may immediately terminate this Agreement.

2.15.2 Statutory changes - It is agreed that the terms and conditions of this Agreement will be changed to reflect any change in and status of any state or federal law, rule, regulation, guideline or safe harbor regulation that has any material impact on either of the parties and of the parties' ability to legally carry out the spirit of the Agreement and their good faith intentions. If such amendments materially change the rights and obligations of the parties hereto, either party may then terminate this Agreement upon written notice of termination which shall be effective on the effective date of the state or federal law, rule,

regulation, guideline or safe harbor regulation that necessitated the amendment or the expiration date of the then current term, whichever date is earlier.

- 2.15.3 Funding changes - The Agency agrees to inform Sanford of any developments which may have a significant bearing on the Agency's ability to provide funds in accord with the amounts and principles contained in this Agreement. Should the Agency be unable to fulfill its financial obligations to Sanford due to specific reductions in federal or state funds, the obligation of both parties shall cease following a 60 day advance notice.
- 2.15.4 Other – Unless otherwise specified above, either party may terminate this Agreement with or without cause upon sixty (60) days prior written notice to the other party.

## 2.16 Conditions for modification

- 2.16.1 Any alterations, variation, modifications, or waivers of provisions of this Agreement will be valid only when they have been reduced to writing, and duly signed.
- 2.16.2 Unless otherwise specified above, if Sanford is unable to or is going to be unable to provide the required quality or quantity of Services it must notify Agency thirty (30) days before the service line is discontinued.

## 2.17 General terms

- 2.17.1 No waiver by either party or any term or provision of this Agreement shall be deemed to be a waiver of any other term or provision.
- 2.17.2 If any term or provision of this Agreement is now or hereafter determined to be invalid or unenforceable, such determination shall not impair the validity of the remainder of this Agreement.
- 2.17.3 The terms and provisions hereof shall be binding on and inure to the benefit of the successors and permitted assigns of the parties hereto.
- 2.17.4 This Agreement shall be construed in accordance with the laws of the State of Minnesota.
- 2.17.5 The Agreement is not assignable by either party without the prior written consent of the other party.
- 2.17.6 It is understood and agreed that the entire agreement of the parties is contained herein and that this Agreement supersedes all oral agreements and negotiations between the parties relating to the subject matter hereof, as well as any previous agreements presently in effect relating to the subject matter hereof.

**Pennington County Human Services**

**Sanford Health Network North**

By: \_\_\_\_\_

By: \_\_\_\_\_

Its: \_\_\_\_\_

Its: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

**Reviewed and Approved:**

By: \_\_\_\_\_

Pennington County Attorney

Date: \_\_\_\_\_