

Notice & Agenda

Swift County Board of Commissioners

Tuesday, February 6, 2018

9:00 AM

Benson City Council Chambers – 1410 Kansas Ave, Benson, MN

If you need any type of accommodation to participate in this meeting, please contact the County Administrator at 320-314-8399 at least 48 hours prior to the meeting. Times are only estimates and items may be taken out of order.

<u>Time</u>	<u>Reference</u>	<u>Item</u>
9:00 a.m.		Call to Order and Roll Call
9:01 a.m.		Approve Agenda
9:03 a.m.		Consent Agenda
	1-2	(1) Minutes from the January 16, 2018 Regular Meeting
	3-5	(2) Consider approving the permission to fund the 4H Aquatic Robotics Program
	6-59	(3) Consider approving to authorize signature of the required IV-D Cooperative Agreement
	60-63	(4) Consider approving the Johnson Controls Proposal for the Courthouse Card Access Upgrade
9:04 a.m.		Consider Approval of Commissioner warrants and review Auditor warrants reviewed
9:05 a.m.		Commissioner and Board reports
9:20 a.m.		County Administrator report
9:25 a.m.		Citizens Comments
9:25 a.m.		Chelsey Bagent, GIS Coordinator
	64	Consider approving the public facing interactive map
9:50 a.m.		Andy Sander, County Engineer
	65-66	Consider approval to purchase one new truck and equipment off of the State Contract
	67-68	Consider approval to purchase one new Motor Grader off of the State Contract
10:00 a.m.		Ron Vadnais, County Treasurer
	69-73	Review 4 th Quarter 2017 Cash & Investments
10:05 a.m.		Kim Saterbak, County Auditor
	74-79	Review 4 th Quarter 2017 Executive Departmental Budget Report
10:10 a.m.		Catie Lee, Human Services
	80-81	Consider approving a resolution to support the state bonding for state capital expenses for behavioral health needs
10:20 a.m.		Other Business
	None	Engagement Letter
10:30 a.m.		Adjournment

SWIFT COUNTY BOARD MINUTES

January 16, 2018

Chairman Rudningen called the meeting to order at 9:02 AM with all members present. Also present: County Administrator Kelsey Baker, County Attorney Danielle Olson, County Auditor Kim Saterbak, County Assessor Wayne Knutson, Environmental Services Director Scott Collins, Human Services Director Catie Lee, and Sheriff John Holtz.

Chairman Rudningen asked if there were any changes or additions to the agenda. No other changes or additions were requested.

01-16-18-01 Commissioner Hendrickx moved and Commissioner E. Pederson seconded to approve the agenda as presented. Motion carried unanimously.

01-16-18-02 Commissioner Fox moved and Commissioner Hendrickx seconded to approve the Consent Agenda items: (1) Minutes from the December 29, 2017 Regular Meeting, (2) Minutes from the December 29, 2017 Executive Meeting, (3) Minutes from the January 2, 2018 Regular Meeting, (4) Consider approving a contract between Kandiyohi County and Swift County for the Operation of a Household Hazardous Waste Management Program, (5) Consider approving Swift County Agriculture Inspector Annual Report and Work plan Summary for 2018, (6) Consider approving an appointment to the Swift County Extension Committee, (7) Consider approving Human Services Annual Contract, (8) Consider approving new Fee Schedule for Sheriff's Office, (9) Consider approving the Text-to-911 Memorandum of Understanding, (10) Consider approving solid waste abatement for parcel 20-0034-000. Motion carried unanimously.

01-16-18-03 Commissioner Fox moved and Commissioner P. Pederson seconded to approve the Commissioner warrants as follows: Revenue: \$270,078.81; Solid Waste: \$52,276.47; Road and Bridge: \$81,130.50, Debt Service, \$419,127.99; County Ditches Fund, \$1,351.00, Upper MN River Watershed District \$1,034.64, Current/School District \$52,735.05, Townships & Cities Agency, \$61,645.06, Rural Development Agency, \$1,210.93, 2853 School District Treasurer, \$14,270.97, 775 School District Treasurer, \$11,991.41, Benson ISD 777, \$25,561.81, Busch Systems International, \$2,274.00, Center Point Energy, \$2,358.31, CliftonLarsonAllen, LLP, \$12,000.00, Computer Professionals Unlimited, Inc., \$6,849.00, Countryside Public Health, \$58,981.82, E & M Electric, LLP, \$6,972.21, Federated Telephone, \$3,650.49, Kandiyohi County Sheriff's Dept., \$8,363.19, LETG, LLC, \$34,645.62, Lexipol, LLC, \$2,100.00, Maximus Inc., \$3,350.00, MN Counties Intergovernmental Trust, \$155,481.26, MN Sheriff's Association, \$4,776.0, Motorola, \$14,321.90, Nolan Baker Ford Sales, \$2,506.34, Onsolve, LLC, \$9,858.80, Pflipsen Trucking LLC, \$11,912.42, Soil Conservation Office, \$5,000.00, Tennant Sales & Service Company, \$9,569.22, Treasurer, Benson Township, \$2,304.49, Treasurer, City of Appleton, \$9,602.81, Treasurer, City of Benson, \$17,977.96, Treasurer, City of Holloway, \$4,304.30, Treasurer, City of Murdock, \$3,255.79, Treasurer, Kerkhoven Township, \$2,024.61, Treasurer, Swenoda Township, \$2,835.58, Treasurer, West Bank Township, \$3,707.40, Waste Management of Northern MN, \$7,375.13, Wold Architects & Engineers \$6,237.90. Motion carried unanimously.

Board and Committee Reports were given as follows: Commissioner Hendrickx reported on 6W Corrections, Woodland Centers, Revolving Loan Fund and Center for Community Health Improvement. Commissioner P. Peterson reported on 6W Corrections and Countryside Public Health. Commissioner Fox reported on Woodland Centers, Wellness Committee and Restorative Practices. Commissioner E. Pederson reported on the SWCD. Chairman Rudningen reported on Personnel Committee, Wellness Committee, Enhancing the Organization Committee and Building Committee.

Administrator Baker reported on the Construction Update for Countryside Public Health and the

Courthouse, Minnesota Hospital Association Conference, Personnel Report and Courthouse Schedule.

Chairman Rudningen asked for citizens comments. There were none.

Parks and Drainage, Wetlands Director Mike Johnson requested approval on a permission to apply for State Federal Grant, answered questions and a short discussion was held.

01-16-18-04 Commissioner Fox moved and Commissioner P. Peterson seconded to approve State and Federal Off-Highway Vehicle grant. Motion carried unanimously.

01-16-18-05 Commissioner Hendrickx moved and Commissioner Fox seconded to approve awarding the bid for two squad car purchases to Nolan Baker Ford. Motion carried unanimously.

01-16-18-06 Commissioner Hendrickx moved and Commissioner Fox seconded to approve the contract between the City of Appleton and Swift County for Law Enforcement Services. Motion carried unanimously.

Human Services Director Catie Lee updated the board on Human Services.

Administrator Baker discussed the future funding for the RDC and asked the board for clarification.

01-16-18-07 Commissioner Hendrickx moved and Commissioner P. Peterson seconded to approve the increased 2018 funding request from the RDC. Motion carried unanimously.

The board recessed for a break at 9:50 AM.

The board reconvened at 10:22 AM.

Joel Dunning and Jonathan Loose presented an overview of the building projects. Several questions were asked and a lengthy discussion was held.

01-16-18-08 Commissioner P. Peterson moved and Commissioner Hendrickx seconded to adjourn. Motion carried unanimously.

Meeting adjourned at 1:35 PM.

WITNESSED:

Eric Rudningen, Chair

ATTEST:

Kelsey Baker, County Administrator



Request for Board Action

BOARD MEETING DATE:
February 6, 2018

Commissioner's Report

Department Information

ORIGINATING DEPARTMENT: Swift County Parks	REQUESTOR: Michael Johnson	REQUESTOR PHONE: 320-843-5341
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Agenda Item Details

BRIEF DESCRIPTION OF YOUR REQUEST: Request permission to fund the 4h Aquatic Robotics Program	
AGENDA YOU ARE REQUESTING TIME ON: Consent Agenda	ARE YOU SEEKING APPROVAL OF A CONTRACT?
IS THIS MANDATED?	EXPLANATION OF MANDATE:
BACKGROUND/JUSTIFICATION: University of Minnesota Extension along with Swift County 4H has an Aquatic Robotics Team	
PREVIOUS ACTION ON REQUEST / OTHER PARTIES INVOLVED? Swift County has supported project before Click here to enter text.	

Budget Information

FUNDING: Fund will be paid by the Aquatic Invasive Species fund

Review/Recommendation

COUNTY ATTORNEY: Danielle Olson	COUNTY ADMINISTRATOR: Kelsey Baker
RECOMMENDATIONS: Click here to enter text.	RECOMMENDATIONS: Click here to enter text.
COMMENTS: Click here to enter text.	COMMENTS: Click here to enter text.

Board Action

Motions ___ J Fox ___ G Hendrickx ___ E. Pederson ___ P Peterson ___ E Rudningen	
Action	Vote



4-H AQUATIC ROBOTICS

Swift County Proposal

PROBLEM STATEMENT

Invasive species continue to be a serious problem in Minnesota. Evidence from numerous locations in North America, and from around the world, demonstrates that these non-native species are a threat to the state's natural resources and local economies that depend on natural resources. (*Source: MN DNR 2013 Annual Report*)

WHAT IS THE ISSUE?

The 4-H Aquatic Robotics team will involve youth and adult leaders to educate and inform the public about the spread of Aquatic Invasive Species, as well as monitor various lakes and rivers in Swift County. In year two of the program, we plan to continue to map and monitor an area monitor, as well as focus on community education and spreading awareness.

BENEFIT

The 4-H Aquatic Robotics program will engage the Swift County Soil and Water Conservation District and the Department of Natural Resources approved education and monitoring practices, to help protect the water quality of Swift County.

WHAT THE 4-H AQUATIC ROBOTICS HAS TO OFFER:

- Monitoring - The Swift 4-H Aquatic Robotics team has dropped down cinder blocks in various lakes in Swift County. The blocks have been marked with GPS Units and have been continually monitored.
- Youth teaching Youth - Trained Swift County 4-H youth will be able to work in youth settings such as schools, day camps and county fairs to teach other youth about the spread of invasive species and what they can do about it.
- Trained volunteers - Trained volunteers will support the Swift County 4-H Aquatic Robotics teams to ensure program quality and delivery. This will be accomplished through educating the community and consistent monitoring.
- Quality of Life - The Quality of Life will be enhanced for the citizens of Swift County.

GOALS

- Youth will share their results with the community and educate on their findings.
- There will also be the potential for community wide partners within the program.
- Organizational leaders, professionals and community leaders will be sought out to help educate the participants and help them conduct their research.
- All citizens will be educated on the harm of Aquatic Invasive species and learn to treat the waters with respect.

- By educating all of the citizens in the community with education through school and community events and festivals they will understand the importance of keeping the waters free of Aquatic Invasive species.
- Youth will have opportunities to authentically engage with real world issues using ROV technology and, thus, build their identity as science learners in robotics, aerospace, alternative energy, engineering, environmental science, agri-science and veterinary science.

ANNUAL 4-H AQUATIC ROBOTICS PLANS

Swift County 4-H Aquatic Robotic Team Support/Supply List

Youth and Adults Stipends/Mileage	\$4,000.00
2017 Plans:	
-Visit Minnesota Aquatic Invasive Species Research Center	
-Mileage to various lakes/rivers in Swift County for monitoring	
Drone	\$1500.00
Ipad	\$500.00
Microscopes—digital	\$650.00
Youth Waders (3 sets)	\$400.00
Life Jackets (6)	\$300.00
Reflective Vests (6)	\$100.00
AIS Public Education	
-Summer Day Camps	\$200.00
State Fair Showcase	\$300.00
Youth Training—State led	\$400.00
Upkeep of current ROVs	\$500.00
AIS Promotion/Education	\$500.00
Projected Total:	\$9350.00

COMMUNICATION

There will be regular and ongoing communication with organizations, agencies and stakeholders regarding AIS work in Swift County.

QUESTIONS OR COMMENTS?

Send a message to Brian McNeill mcnei006@umn.edu or Janelle Negen jalanoue@umn.edu



Request for Board Action

BOARD MEETING DATE:
February 6, 2018

Commissioner's Report

Department Information

ORIGINATING DEPARTMENT: Human Services	REQUESTOR: Catie Lee	REQUESTOR PHONE: 320 843 6301
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Agenda Item Details

BRIEF DESCRIPTION OF YOUR REQUEST: Authorize signature of required IV-D Cooperative Agreement	
AGENDA YOU ARE REQUESTING TIME ON: February 6, 2018	ARE YOU SEEKING APPROVAL OF A CONTRACT? Yes
IS THIS MANDATED? Yes	EXPLANATION OF MANDATE: Must be IV-D agreement between county and DHS to allow for county to be reimbursed for services provided
BACKGROUND/JUSTIFICATION: Click here to enter text.	
PREVIOUS ACTION ON REQUEST / OTHER PARTIES INVOLVED?	County Attorney's office and Sheriff's office are part of this agreement

Budget Information

FUNDING: Click here to enter text.

Review/Recommendation

COUNTY ATTORNEY: Danielle Olson	COUNTY ADMINISTRATOR: Kelsey Baker
RECOMMENDATIONS: Click here to enter text.	RECOMMENDATIONS: Click here to enter text.
COMMENTS: Click here to enter text.	COMMENTS:

Board Action

Motions	
Action	Vote

State of Minnesota – County
Child Support Program Interagency Cooperative Agreement

**CY 2018-2019 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

Swift County

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**CY 2018-2019 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

Swift County

THIS INTERAGENCY COOPERATIVE AGREEMENT (hereinafter referred to as "Cooperative Agreement") is made and entered into for the period of January 1, 2018, through December 31, 2019, by and between the Minnesota Department of Human Services, Child Support Division, hereinafter referred to as "STATE," and the Governing Board of Swift 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 that is attached to the Cooperative Agreement as Attachment A. This standard template must be used by the COUNTY when securing services from the County Attorney and 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 shall be appointed by the 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 and section 471.59, 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 can 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 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 Parties STATE and COUNTY collectively.
 - 1.15 **PRISM.** "PRISM" means the Providing Resources to Improve Support in Minnesota system, the statewide child support database and associated programming which is owned and maintained by the STATE.
 - 1.16 **Program Instructions.** Program Instructions are directives from the STATE to the COUNTY on how to follow federal and state law and regulations.
 - 1.16 **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 DHS eMilo and SIR MILO and is available at: 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 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: Rebecca Radcliffe, 651-431-4409, Rebecca.radcliffe@state.mn.us, Minnesota Child Support Division, 444 Lafayette Rd., St. Paul, MN, 55164-0946 or successor.

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

Catherine Lee

320-843-6301

catie.lee@co.swift.mn.us

410 21st St. So. PO Box 208, Benson, MN 56215

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, the Minnesota Child Support Procedures Manual (eMILO and SIR MILO), DHS and the 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. When the STATE either issues new or changed policy; new or changed procedures; newly published Court decisions; or newly published state or federal law brings 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 policy or direction. Once the written objection is received by the STATE, the STATE shall meet with the COUNTY and any other relevant stakeholders. The stakeholders shall attempt to informally resolve the objection. 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 an informal resolution is not agreed upon, 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, attached 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 Cooperative Arrangement is signed and for subsequent calendar quarters covered by the Cooperative Arrangement. 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 and the three (3) required attachments to the CSD Division Director. COUNTY shall provide a signed Copy of each Cooperative Arrangement to the CSD Division Director no later than March 31, 2018, in order to claim IV-D federal financial participation (FFP) reimbursement for cooperative agency expenses incurred during the first quarter of the calendar year.

The CSD Division Director 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 CSD policy.

If at any time during the Cooperative Agreement year, the COUNTY enters into Cooperative Arrangements with additional cooperating agencies, the COUNTY must immediately send a copy of the new Cooperative Arrangement and the required attachments to the CSD Division Director.

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 and required attachments have not been provided to the CSD Division Director 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 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 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.

3.6.1 Notice of Substantive Adverse Decisions. The COUNTY shall also report to the CSD Division 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 Manual.** Adhere to the STATE's policies and procedures as provided in the DHS Data Practices Manual; DHS Information Policy Standards; CSD program instructions; and instructions from the DHS Office of Information Security.
- 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).** Agree to 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 agrees to 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 in the physical location 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, or other documents that the STATE specifies as needed by the STATE for monitoring and auditing. Maintenance of such records, irrespective of the reporting requirements, is subject to DHS 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* that has been separately executed by the Parties (that is incorporated reference into and made a part of this Cooperative Agreement), and with any successor agreements thereto, and with all applicable federal and state laws governing the privacy and security of personally identifiable information about a participants and others (PII). PII includes but is not limited to an individual's name, address, federal tax information, social security number, 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 maintain

appropriate administrative safeguards to ensure all such information is adequately protected against improper access, use, and disclosure by its employees and subcontractors, and shall 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.

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. 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 shall be referred 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 or 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 agrees to comply with and assume responsibility for compliance by its employees, agents, contractors and subcontractors with the following requirements:

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

3.20 IRS Language for General Service. Agree to comply with all Internal Revenue Service (IRS) procedures and safeguards (26 U.S.C., sections 6103 and 7213). Agree to the required IRS cooperative agreement language for ensuring the confidentiality of IRS information in sections 3.19.1 through 3.19.3, stated above.

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 agrees to comply with and assume responsibility for compliance by its employees with the following requirements:

- (1) All work is under the supervision of the COUNTY or the COUNTY's employees.

- (2) 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.
- (3) 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.
- (4) 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, and that the COUNTY retains no output is retained 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.
- (5) 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.
- (6) 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.
- (7) 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, Section 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 agency'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 (see Exhibit 6, IRC Sec. 7431 Civil Damages for Unauthorized Disclosure of Returns and Return Information and Exhibit 5, IRC Sec. 7213 Unauthorized Disclosure of Information). 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.

- (8) 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.
- (9) The STATE has the right to void the Cooperative Agreement if the COUNTY fails to provide the safeguards described above.

3.20.2 Criminal/Civil Sanctions:

- (1) Each officer or employee of any person to whom returns or return information is or may be disclosed will be notified in writing by such person 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. Such person 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 any person to whom returns or return information is or may be disclosed shall be notified in writing by such person that any 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. Such person 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.

- (4) 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 agency's files for review. As part of the certification and at least annually afterwards, contractors must be advised of the provisions of IRC sections 7431, 7213, and 7213A (see Exhibit 4, Sanctions for Unauthorized Disclosure, and Exhibit 5, Civil Damages for Unauthorized Disclosure). The training provided before the initial certification and annually thereafter must also cover the incident response policy and procedure for reporting unauthorized disclosures and data breaches. (See Section 10) For both the initial certification and the annual certification, the contractor must sign, either with ink or electronic signature, a confidentiality statement certifying their understanding of the security requirements.

3.20.3 Inspection. The IRS and the STATE shall have the right to send its officers and employees into the offices and plants of the COUNTY for inspection of the facilities and operations provided for the performance of any work under this Cooperative Agreement. Based on such inspection, specific measures may be required in cases where the COUNTY is found to be noncompliant with Cooperative Agreement 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. Even though the COUNTY no longer receipts and disburses funds, 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. DHS 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.

DHS 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 the 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 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 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 agrees to continue to 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 agrees to 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 this 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 agrees to maintain a minimum county contribution from local budget resources. The minimum COUNTY contribution level for each calendar 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. The COUNTY must maintain this base amount of county spending in future years. The COUNTY must use incentive payments in addition to, and not in lieu of, the base amount.

If the STATE fails to meet reinvestment minimums, individual counties that fail to maintain the minimum county contribution level will be subject to disallowance of incentive funds in an amount up to the full amount of local funds supplanted, plus the loss of federal matching funds if applicable.

If the STATE's failure to meet minimum reinvestment levels results in a loss of future incentive funds, counties that maintained their minimum county contribution level will not be penalized.

- 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 in 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 in 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 every reasonable effort 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 \$750,000 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 Director at the Minnesota Department of Human Services at the following address: CSD Division Director, 444 Lafayette Road North, St. Paul, MN 55155. The CSD Division 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 DHS Office of General Counsel, 444 Lafayette Road, St. Paul, MN. 55164 within thirty (30) calendar days of the response from the CSD Division Director pursuant to Section 11.1.

11.2.2 Process. The Administrative Law Attorney shall within seven (7) business days forward to the CSD Division Director a copy of the request for appeal and all supporting documentation provided by the COUNTY. The CSD Division 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 DHS' Commissioner a course of action in the appeal. The Commissioner or her/his 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 Administrative Law Attorney 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 Administrative law Attorney 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 Non-Discrimination. The COUNTY agrees not to discriminate against any employee or applicant for employment because of race, color, creed, religion, national origin, sex, marital status, status in regard to public assistance, membership or activity in a local commission, disability, sexual orientation, or age in regard to any position for which the employee or applicant for employment is qualified pursuant to Minnesota Statutes, section 363A.02. COUNTY agrees to take affirmative steps to employ, advance in employment, upgrade, train, and recruit minority persons, women, and persons with disabilities.

The COUNTY agrees to take affirmative action to employ, advance in employment, and otherwise treat qualified disabled persons without discrimination based upon their physical or mental disability in all employment practices such as the following: employment, upgrading, demotion or transfer, recruitment, advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship, pursuant to Minnesota Rule 5000.3550.

The COUNTY agrees to comply with the rules and relevant orders of the Minnesota Department of Human Rights issued pursuant to the Minnesota Human Rights Act.

12.1.1 Notification to employees and other affected parties. The COUNTY agrees to post in conspicuous places, available to employees and applicants for employment, notices in a form to be prescribed by the Commissioner of the Minnesota Department of Human Rights. Such notices will state the rights of applicants and employees, and COUNTY'S obligation under the COUNTY must not discriminate against any employee or applicant for employment because of physical or mental disability in regard to any position for which the employee or applicant for employment is qualified. Such notices must state the CONTRACTOR'S obligation under the law to take affirmative action to employ and advance in employment qualified minority persons, women, and persons with disabilities.

The COUNTY will notify each labor union or representative of workers with which it has a collective bargaining agreement or other contract understanding, that the COUNTY is bound by the terms of Minnesota Statutes, section 363A.36 of the Minnesota Human Rights Act and is committed to take affirmative action to employ and advance in employment minority persons, women, and persons with physical and mental disabilities.

12.1.2 Compliance with Department of Human Rights Statutes. In the event of the COUNTY'S noncompliance with the provisions of this clause, actions for noncompliance may be taken in accordance with Minnesota Statutes, section 363A.36, and the rules and relevant orders issued pursuant to the Minnesota Human Rights Act.

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

12.3 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 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.

12.3.1 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**.

12.4 Prohibition on Weapons. The COUNTY agrees to comply with all terms of the Department of Human Services' 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 or termination 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.

12.5 Provisions of Services and Programs.

12.5.1 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.

12.5.2 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.

12.5.3 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.

12.6 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.

12.7 Liability. To the extent provided for in Minnesota Statutes, sections 466.01 to 466.15, the COUNTY agrees to 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.

12.8 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.

12.9 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.

12.10 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.

12.11 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.

12.12 Assignment, Amendments, Waiver, and Cooperative Agreement Complete.

12.12.1 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.

12.12.2 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.

12.12.3 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.

12.12.4 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.

12.12.5 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.

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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 Swift

SIGNATURE of Person Authorized to Execute Agreement on Behalf of County

Date

Eric Rudningen

Printed Name

County Commissioner, Board Chair

Title

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

Date

Catherine Lee

Printed Name

Director

Title

Approved By:

SIGNATURE of Director, Child Support Division Minnesota Department of Human Services

Date

Printed Name

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 Form to Report Lobbying," in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans and cooperative agreements) and that all subrecipients 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 _____ Date: _____
(Signature of Official Authorized to Sign Application)

_____ Title
Print Name

For: Swift
Name of Provider County

Child Support
Title of County Program

DISCLOSURE OF LOBBYING ACTIVITIES

Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352
(See reverse for public burden disclosure.)

<p>1. Type of Federal Action:</p> <p><input checked="" type="checkbox"/> a. cooperative agreement <input type="checkbox"/> b. grant <input type="checkbox"/> c. cooperative agreement <input type="checkbox"/> d. loan <input type="checkbox"/> e. loan guarantee <input type="checkbox"/> f. loan insurance</p>	<p>2. Status of Federal Action:</p> <p><input checked="" type="checkbox"/> a. bid/offer/application <input type="checkbox"/> b. initial award <input type="checkbox"/> c. post award</p>	<p>3. Report Type:</p> <p><input checked="" type="checkbox"/> a. initial filing <input type="checkbox"/> b. material change</p> <p>For Material Change Only:</p> <p>year <input type="text"/> quarter <input type="text"/> date of last report <input type="text"/></p>
<p>4. Name and Address of Reporting Entity:</p> <p><input checked="" type="checkbox"/> Prime <input checked="" type="checkbox"/> Subawardee Tier <input type="text"/> if known:</p> <p>Congressional District, if known: <input type="text"/></p>		<p>5. If Reporting Entity in No. 4 is Subawardee, Enter Name and Address of Prime:</p> <p><input type="text"/></p> <p>Congressional District, if known: <input type="text"/></p>
<p>6. Federal STATE/Agency:</p> <p><input type="text"/></p>	<p>7. Federal Program Name/Description: <input type="text"/></p> <p>CFDA Number, if applicable: <input type="text"/></p>	
<p>8. Federal Action Number, if known:</p> <p><input type="text"/></p>	<p>9. Award Amount, if known:</p> <p>\$ <input type="text"/></p>	
<p>10. a. Name and Address of Lobbying Entity (if individual, last name, first name, MI):</p> <p><input type="text"/></p>	<p>10. b. Individuals Performing Services (including address if different from No. 10a) (last name, first name, MI):</p> <p><input type="text"/></p>	
<p>11. Amount of Payment (check all that apply):</p> <p>\$ <input type="text"/> <input type="checkbox"/> actual <input type="checkbox"/> planned</p>	<p>13. Type of Payment (check all that apply):</p> <p><input type="checkbox"/> a. retainer <input type="checkbox"/> b. one-time fee <input type="checkbox"/> c. commission <input type="checkbox"/> d. contingent fee <input type="checkbox"/> e. deferred <input type="checkbox"/> f. other: specify: <input type="text"/></p>	
<p>12. Form of Payment (check all that apply):</p> <p><input type="checkbox"/> a. cash <input type="checkbox"/> b. in-kind; specify: nature <input type="text"/> value <input type="text"/></p>		
<p>14. Brief Description of Services Performed or to be Performed and Date(s) of Service, including officer(s), employee(s), or Member(s) contacted, for Payment indicated in Item 11:</p> <p><input type="text"/></p>		
<p>15. Continuation Sheet(s) SF-LLL-A attached: <input type="checkbox"/> Yes <input type="checkbox"/> No</p>		
<p>16. Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to the Congress semi-annually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.</p>	<p>Signature: <input type="text"/></p> <p>Print Name: <input type="text"/></p> <p>Title: <input type="text"/></p> <p>Tele. No.: <input type="text"/></p> <p>Date: <input type="text"/></p>	

DISCLOSURE OF LOBBYING ACTIVITIES
CONTINUATION SHEET

0348-0046
(cont.)

Reporting Entity: Page of

INSTRUCTIONS FOR COMPLETION OF SF-LL 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.

ATTACHMENT A

CY 2018-2019 IV-D CHILD SUPPORT COOPERATIVE ARRANGEMENT

WITH

**Swift County OFFICES OF HUMAN SERVICES,
COUNTY SHERIFF and COUNTY ATTORNEY**

The **Swift County** Office 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 **Swift County** Attorney (hereinafter, "County Attorney"), and the **Swift County** 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, 2018**, and will expire on **December 31, 2019**. 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' 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 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 Director and the CARC shall attempt to resolve the disagreement in an informal manner.

If the CARC and the CSD Division Director are unable to reach an informal resolution of the policy dispute, the CARC may request the CSD Division Director to issue a written decision. The CSD Division 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 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 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 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 \$11,065 .

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:

2018: total estimated cost of \$ 12,500
2019: total estimated cost of \$ 12,875

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.

Budget for 2018 is \$500 less than estimated for 2017 as budget amounts are based closer to actual costs experienced in the previous year.

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 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 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 \$1,700.

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.

2018: total estimated cost of \$ 3,500

2019: total estimated cost of \$ 3,605

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.

Budget is based on anticipated utilization and previous years actual expenditures. Increase is due to increased utilization.

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:

Swift County

COUNTY NAME

SIGNATURE of Person Authorized to Execute
Arrangement on Behalf of County

Date

Eric Rudningen

Printed Name

County Commissioner, Board Chair

Title

County Attorney Signature
(REQUIRED ON ALL ARRANGEMENTS)

Date

Danielle Olson

Printed Name

County Sheriff Signature
(REQUIRED ON ALL ARRANGEMENTS)

Date

John Holz

Printed Name

Approved By:

Signature of Director, MN Child Support Division
Minnesota Department of Human Services

Date

Printed Name



Request for Board Action

BOARD MEETING DATE:
February 6, 2018

Commissioner's Report

Department Information

ORIGINATING DEPARTMENT: Administration	REQUESTOR: Kelsey Baker	REQUESTOR PHONE: 320-314-8399
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Agenda Item Details

BRIEF DESCRIPTION OF YOUR REQUEST: Consider approving the Johnson Controls Proposal for the Courthouse Card Access Upgrade	
AGENDA YOU ARE REQUESTING TIME ON: February 6, 2018	ARE YOU SEEKING APPROVAL OF A CONTRACT? No
IS THIS MANDATED? No	EXPLANATION OF MANDATE: Click here to enter text.
BACKGROUND/JUSTIFICATION: With the Renovation – Security on the Court Floor has increased and we have added twelve doors with card readers, therefore we had to upgrade our current system. The Sheriff’s department did apply for a security grant that will cover some of this cost.	
PREVIOUS ACTION ON REQUEST / OTHER PARTIES INVOLVED?	

Budget Information

FUNDING: None

Review/Recommendation

COUNTY ATTORNEY: Danielle Olson	COUNTY ADMINISTRATOR: Kelsey Baker
RECOMMENDATIONS: Click here to enter text.	RECOMMENDATIONS: Click here to enter text.
COMMENTS: Click here to enter text.	COMMENTS:

Board Action

Motions	
Action	Vote



Proposal

To: Swift County Courthouse
Attn: Kelsey Baker
Benson, MN

1/30/2018

Project: Courthouse Card Access Upgrade

Johnson Controls, Inc. is pleased to offer this quote for the upgrade of the existing card access system at Swift County Courthouse.

Courthouse Card Access Upgrade

<u>Qty.</u>	<u>Model #</u>	<u>Description</u>	
2	KT-CAB3000LDR	Kantech Panel, Room for three KT-400, Expansion up to 12 d	\$894.00
5	KT-400	Four Door Controller Board (with Accessory Kit)	\$9,285.00
5	KT-MP400	Mounting Plate	\$215.00
2	KT-BB100	Battery Bracket, Right Side	\$46.00
5	TP1640	Transformer	\$170.00
2	KT-BB101	Battery Bracket, Left Side	\$46.00
10	RP40	HID Multiclass Card Reader	\$1,920.00
10	1075SLA	System Backup Battery	\$210.00
3	AL60ULACM	Door Power Supply, Eight Fused Inputs	\$792.00
1	ENTRAPASS	Kantech Software, Corporate Edition, V7	\$1,172.00
1	LABOR	Panel mounting, system cutover, clean-up of current panel	
1	CONFIG	Software Upload, System Set-up, Training	\$8,516.00
<u>Financial investment:</u>			<u>\$21,346.00</u>

Scope Clarification

- *JCI to provide all listed equipment for system operation
- *JCI to mount all equipment, demo out appropriate equipment from current system
- *JCI to load software on County provided server
- *County to provide server for software, network connections for panel connections (x2)
- *County to provide 120VAC power for panel power (electrician)
- *JCI to provide training session for system operation
- *JCI to assist with set-up, programming, groups, timezones, etc.
- *County to migrate badgeholders (JCI to assist)
- *Work to be completed during normal business hours (M-F, 7am-5pm)



**Project: Courthouse Card Access Upgrade
1/30/2018**

Project Information

This quotation is good for 60 days from above date
Payment Terms: 50% Mobilization Invoice, Progress Billing, Net30

ACCEPTANCE:

(IMPORTANT: This proposal incorporates by reference the terms and conditions on the following page.) This proposal are hereby accepted and Johnson Controls is authorized to proceed with the work; subject, however, to credit approval by Johnson Controls, Inc., Milwaukee, Wisconsin.

Purchaser
Company: _____

Submitted by,

Signature: _____

Cody Luebeck

Name: _____

Cody Luebeck
Johnson Controls, Inc.
Security and Fire Sales Engineer

PO Number: _____

TERMS AND CONDITIONS

By accepting this proposal, Purchaser agrees to be bound by the following terms and conditions:

1. **WARRANTY.** Johnson warrants that the equipment manufactured by it shall be free from defects in material and workmanship arising from normal usage for a period of one (1) year from delivery of said equipment, or if installed by Johnson, for a one (1) year from installation. Johnson warrants that for equipment furnished and/or installed but not manufactured by Johnson, Johnson will extend the same warranty terms and conditions which Johnson receives from the manufacturer of said equipment. For equipment installed by Johnson, if Purchaser provides written notice to Johnson for any such defect within thirty (30) days after the appearance or discovery of such defect, Johnson shall at its option, repair or replace the defective equipment. For equipment not installed by Johnson, if Purchaser returns the defective equipment to Johnson within thirty (30) days after appearance or discovery of such defect. Johnson shall, at its, option, repair or replace the defective equipment and return said equipment to Purchaser. All transportation charges incurred in connection with the warranty for equipment not installed by Johnson shall be borne by the Purchaser. These warranties do not extend to any equipment which has been repaired by others, abused, altered, or misused, or which has not been properly and reasonably maintained. THESE WARRANTIES ARE IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THOSE OF MERCHANTABILITY AND FITNESS FOR A SPECIFIC PURPOSE.
2. **LIABILITY.** Johnson shall not be liable for any special, indirect or consequential damages arising in any manner from the equipment or material furnished or the work performed pursuant to this agreement.
3. **TAXES.** The price of this proposal does not include duties, sales, use, excise, or other similar taxes, unless required by federal, state or local law. Purchaser shall pay, in addition to the stated price, all taxes not legally required to be paid by Johnson or, alternatively, shall provide Johnson with acceptable tax exemption certificates. Johnson shall provide Purchaser with any tax payment certificate upon request and after completion and acceptance of the work.
4. **DELAYS.** Johnson shall not be liable for any delay in the performance of the work resulting from or attributed to acts or circumstances beyond Johnson's control, including, but not limited to, acts of God, fire, riots, labor disputes, conditions of the premises, acts or omissions of the Purchaser, Owner, or other Contractors or delays caused by suppliers or subcontracts of Johnson, etc.
5. **COMPLIANCE WITH LAWS.** Johnson shall comply with all applicable federal, state and local laws and regulations and shall obtain all temporary licenses and permits required for the prosecution of the work. Licenses and permits of a permanent nature shall be procured and paid for by the Purchaser.
6. **ATTORNEY'S FEES.** Purchaser agrees that he will pay and reimburse Johnson for any and all reasonable attorneys' fees which are incurred by Johnson in the collection of amounts due and payable hereunder.
7. **INSURANCE.** Insurance coverage in excess of Johnson's standard limits will be furnished when requested and required. No credit will be given or premium paid by Johnson for insurance afforded by others.
8. **INDEMNITY.** The Parties hereto agree to indemnify each other from any and all liabilities, claims, expenses, losses or damages, including attorney's fees, which may arise in connection with the execution of the work herein specified and which are caused, in whole or in part, by the negligent act or omission of the indemnifying Party.
9. **OCCUPATIONAL SAFETY AND HEALTH.** The Parties hereto agree to notify each other immediately upon becoming aware of an inspection under, or any alleged violation of, the Occupational Safety and Health Act relating tin any way to the project or project site.
10. **ENTIRE AGREEMENT.** This proposal, upon acceptance, shall constitute the entire agreement between the parties and supersedes any prior representations or understandings.
11. **CHANGES.** No change or modification of any of the terms and conditions stated herein shall be binding upon Johnson unless accepted by Johnson in writing.



Request for Board Action

BOARD MEETING DATE:
2/6/2018

Commissioner's Report

Department Information

ORIGINATING DEPARTMENT: Land Records	REQUESTOR: Chelsey Bagent	REQUESTOR PHONE: 320-314-8366
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Agenda Item Details

BRIEF DESCRIPTION OF YOUR REQUEST: Approval of the Board on the public facing interactive map.	
AGENDA YOU ARE REQUESTING TIME ON: Board meeting on 2/6/2018	ARE YOU SEEKING APPROVAL OF A CONTRACT? No
IS THIS MANDATED? No	EXPLANATION OF MANDATE: NA
BACKGROUND/JUSTIFICATION: We have received many requests for online GIS maps from the public. Matt Runke at GIS Midwest has converted our internal version to a public one. This work included moving to the ArcGIS Online platform, updating the layers to the most current versions, removing some layers, and adding others. The map layers shown are both publicly available ones gathered from other government agencies and ones that Swift County maintains. These layers will be updated as needed. The map itself will also be updated and added to as needed. The Technology Committee has been given a demonstration, reviewed it, and given their feedback.	
PREVIOUS ACTION ON REQUEST / OTHER PARTIES INVOLVED?	GIS Midwest

Budget Information

FUNDING: N/A

Review/Recommendation

COUNTY ATTORNEY: Danielle Olson	COUNTY ADMINISTRATOR: Kelsey Baker
RECOMMENDATIONS:	RECOMMENDATIONS: Click here to enter text.
COMMENTS: XXX	COMMENTS: XXX

Board Action

Motions ___ J Fox ___ G Hendrickx ___ E Pederson ___ P Peterson ___ E Rudningen	
Action	Vote



Request for Board Action

BOARD MEETING DATE:
February 6, 2018

Commissioner's Report

Department Information

ORIGINATING DEPARTMENT: Highway	REQUESTOR: Andrew Sander	REQUESTOR PHONE: (320) 842-5251
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Agenda Item Details

BRIEF DESCRIPTION OF YOUR REQUEST: Approval to purchase One new truck and equipment off of the State Contract.	
AGENDA YOU ARE REQUESTING TIME ON: February 6, 2018	ARE YOU SEEKING APPROVAL OF A CONTRACT? no
IS THIS MANDATED? no	EXPLANATION OF MANDATE:
BACKGROUND/JUSTIFICATION: One new tandem truck and equipment that is in this year's budget.	
PREVIOUS ACTION ON REQUEST / OTHER PARTIES INVOLVED?	See above

Budget Information

FUNDING: County

Review/Recommendation

COUNTY ATTORNEY: Danielle Olson	COUNTY ADMINISTRATOR:
RECOMMENDATIONS: XXX	RECOMMENDATIONS: XXX
COMMENTS: XXX	COMMENTS: XXX

Board Action

Motions ___ J Fox ___ G Hendrickx ___ E Pederson ___ P Peterson ___ E Rudningen	
Action	Vote

Truck Replacement Cost

TANDEM AXLE PLOW TRUCK	Cost	Trade	Tax & License	Total
Istate Truck Center - 2019 Freightliner 114SD	114,655	45,000		69,655
Nuss Truck & Equipment – 2019 Mack AF Granite 64FR (T)TA	119,150	44,000		75,150
Boyer Ford Trucks Inc. 2018 Freightliner 114SD TA	108,968	33,500		75,468
Boyer Ford Trucks Inc. 2018 Western Star 4700 SF 6X4	116,851.60	33,500		83,351.60

TRUCK BOX & PLOW EQUIPMENT	Cost	Total
Towmaster Truck Equipment	102,905	102,905
TBEI Inc.	105,332	105,332

Budgeted \$200,000

Does Not include tax or license



Request for Board Action

BOARD MEETING DATE:
February 6, 2018

Commissioner's Report

Department Information

ORIGINATING DEPARTMENT: Highway	REQUESTOR: Andrew Sander	REQUESTOR PHONE: (320) 842-5251
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Agenda Item Details

BRIEF DESCRIPTION OF YOUR REQUEST: Approval to purchase One new Motor Grader off of the State Contract.	
AGENDA YOU ARE REQUESTING TIME ON: February 6, 2018	ARE YOU SEEKING APPROVAL OF A CONTRACT? no
IS THIS MANDATED? no	EXPLANATION OF MANDATE:
BACKGROUND/JUSTIFICATION: One new Motor Grader and equipment that is in this year's budget.	
PREVIOUS ACTION ON REQUEST / OTHER PARTIES INVOLVED?	See above

Budget Information

FUNDING: County

Review/Recommendation

COUNTY ATTORNEY: Danielle Olson	COUNTY ADMINISTRATOR:
RECOMMENDATIONS: XXX	RECOMMENDATIONS: XXX
COMMENTS: XXX	COMMENTS: XXX

Board Action

Motions ___ J Fox ___ G Hendrickx ___ E Pederson ___ P Peterson ___ E Rudningen	
Action	Vote

Motor Grader Replacement Cost

12M3 Ziegler **\$312,177**

140M (2009) CAT (unit 32) Trade-In \$80,000

Cost \$232,177

Budget \$220,000



Request for Board Action

BOARD MEETING DATE:
February 6, 2018

Commissioner's Report

Department Information

ORIGINATING DEPARTMENT: Treasurer	REQUESTOR: Ron Vadnais	REQUESTOR PHONE: 320-843-3544
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Agenda Item Details

BRIEF DESCRIPTION OF YOUR REQUEST: Review 4th Quarter 2017 Cash & Investments	
AGENDA YOU ARE REQUESTING TIME ON: Department reports	ARE YOU SEEKING APPROVAL OF A CONTRACT? NO
IS THIS MANDATED? NO	EXPLANATION OF MANDATE: N/A
BACKGROUND/JUSTIFICATION: N/A	
PREVIOUS ACTION ON REQUEST / OTHER PARTIES INVOLVED? Click here to enter text.	

Budget Information

FUNDING: N/A

Review/Recommendation

COUNTY ATTORNEY: Danielle Olson	COUNTY ADMINISTRATOR: Kelsey Baker
RECOMMENDATIONS: XXX	RECOMMENDATIONS: XXX
COMMENTS: XXX	COMMENTS: XXX

Board Action

Motions ___ J Fox ___ G Hendrickx ___ E Pederson ___ P Peterson ___ E Rudningen	
Action	Vote

Ronald Vadnais
Swift County Treasurer



301 14th St N
P.O. Box 207
Benson, MN 56215

Phone (320) 843-3544
Fax (320) 843-2275

e-mail:
ron.vadnais@co.swift.mn.us

2017 Interest Earnings report

Revenue	\$96,575.92
County Highway	\$25,302.76
Revolving Loan Fund	\$15,055.48
Human Services	\$11,174.39
Capital Improvement Bond	\$21,911.30
Total	\$170,019.85

<u>FUND #</u>	<u>FUND NAME</u>	<u>INSTITUTION</u>	<u>ID#</u>	<u>DATE PURCHASED</u>	<u>MATURITY DATE</u>	<u>TOTAL INVEST.</u>	<u>INT RATE</u>	<u>MONTH ENDED</u>	<u>ACCRUED INTEREST</u>
1097	Revenue	Am Express Central Bk	02587DWP9	12/4/2014	4-Dec-17	\$0.00		31-Dec-17	\$0.00
31097	R&B	BankUnited-Miami	066519CT4	12/29/2016	29-Dec-17	\$0.00		31-Dec-17	\$0.00
1001	Rev/RLF	StBkDanvers-Fed RLF	281500	6/30/2017	31-Dec-17	\$340,913.28	0.15%	31-Dec-17	\$40.40
1001	Rev/RLF	StBkDanvers-St RLF	281498	6/30/2017	31-Dec-17	\$83,815.95	0.15%	31-Dec-17	
111097	Human Service	Human Ser Clearing Act	1BB29020	1/1/2017	31-Dec-17	\$6,820.94	0.56%	31-Dec-17	\$128.00
1001	Tax Accts	Various local banks			31-Dec-17	\$111,451.18		31-Dec-17	\$132.82
1001	Rev/checking	St Bk of Danvers	267151		31-Dec-17	\$1,307,287.35	0.10%	31-Dec-17	
1092	Revenue	WELLS FARGO	1AB21819		31-Dec-17	\$1,748,730.03	0.82%	31-Dec-17	\$2,113.94
1101	Rev/Health Cai	Franklin Fund-MF	45789		31-Dec-17	\$524,981.42		31-Dec-17	
1101	Human Service	Co-op Credit-Benson	Savings#14534		31-Dec-17	\$150,332.38	0.90%	31-Dec-17	\$337.32
31097	R&B	MAGIC R&B acct	651173	9/7/2017	31-Dec-17	\$2,007,063.75	1.19%	31-Dec-17	\$2,021.58
3500	Bond Debt Ser	MAGIC Bond Debt Acct	651157	5/4/2016	31-Dec-17	\$603,650.49	1.19%	31-Dec-17	\$608.02
3500	Bond Debt Ser	MAGIC CIP Acct	651168	7/8/2017	31-Dec-17	\$5,198,116.40	1.19%	31-Dec-17	\$5,235.71
31097	R&B	R&B Clearing Acct	1BB27605	1/1/2017	31-Dec-17	\$13,856.15	0.56%	31-Dec-17	
1097	Revenue	MAGIC Revenue Fund	651154	9/27/2017	31-Dec-17	\$147,076.00	1.11%	31-Dec-17	148.14
111097	Human Service	Marlin Bus Bk	57116ANB0	1/6/2017	1/5/2018	\$100,000.00	1.00%	31-Dec-17	\$983.56
31097	R&B	Synchrony Bk	87165HRA0	4/7/2017	8-Jan-18	\$200,000.00	1.00%	31-Dec-17	\$1,468.49
111097	Human Service	Bankers Bk Madison	06610RAK5	1/11/2017	1/11/2018	\$100,000.00	1.00%	31-Dec-17	\$54.79
1097	Rev/R&B/HS I	Cit Bank	58978	1/18/2017	18-Jan-18	\$200,000.00	1.26%	31-Dec-17	\$2,395.73
651097	Health Ins	SallieMaeBank	795450X17	1/20/2016	22-Jan-18	\$200,000.00	1.25%	31-Dec-17	\$1,123.29
1097	Revenue	Key Bk NA Ohio	49306SVX1	1/20/2016	22-Jan-18	\$100,000.00	1.30%	31-Dec-17	\$584.11
111097	HS	WashingtonFed-Primary	938828AE0	8/11/2017	12-Feb-18	\$100,000.00	1.30%	31-Dec-17	\$71.23
1097	Revenue	Safra Ntl Bk	78658QH55	2/15/2017	14-Feb-18	\$200,000.00	1.00%	31-Dec-17	\$1,747.95
31097	R&B	Lake City Bk Warsaw	508176CJ1	3/22/2017	22-Mar-18	\$249,000.00	1.05%	31-Dec-17	\$64.47
1097	Revenue	Customers Bk PA	23204HEK0	9/28/2016	28-Mar-18	\$100,000.00	1.00%	31-Dec-17	\$257.53
111097	Human Service	Merchants Bk of Indiana	588493HY5	12/28/2017	28-Mar-18	\$200,000.00	1.40%	31-Dec-17	\$23.01
31097	R&B	Morgan Stanley Pvt Bk	61760ABV0	7/6/2017	6-Apr-18	\$200,000.00	1.35%	31-Dec-17	\$1,316.71
31097	R&B	Bank of China NY	06426WLY6	7/13/2017	4/16/2018	\$249,000.00	1.40%	31-Dec-17	\$1,633.17
111097	Human Service	Compass Bk Birmingham	20451PRW8	7/14/2017	16-Apr-18	\$200,000.00	1.35%	31-Dec-17	\$1,257.53
31097	R&B	CommBk-Parkersburg	20357RAB3	4/28/2017	27-Apr-18	\$200,000.00	1.05%	31-Dec-17	\$1,421.10
1097	Revenue	BBCN Bk-LA-Ca.	073296CC7	7/27/2016	27-Apr-18	\$100,000.00	0.90%	31-Dec-17	\$9.86
651097	Health Ins	Discover Bk	254672N95	11/9/2016	9-May-18	\$200,000.00	1.10%	31-Dec-17	\$313.42
111097	HS	Comm.FS Bk-Benton	20364ACA1	8/11/2017	11-May-18	\$200,000.00	1.35%	31-Dec-17	\$147.95
1097	Revenue	PremierBk-LA	74047BAU9	12/15/2017	15-Jun-18	\$200,000.00	1.40%	31-Dec-17	\$122.74
1097	R&B	Eaglebank-MD	27002YDD5	6/21/2017	21-Jun-18	\$249,000.00	1.30%	31-Dec-17	\$88.68
1097	Revenue	Comenity Cap Bk Salt Lake	20033AQV1	6/30/2016	2-Jul-18	\$100,000.00	1.10%	31-Dec-17	\$93.42

111097	Human Service	Bk of Baroda-NY	06062RBE1	7/13/2017	13-Jul-18	\$150,000.00	1.45%	31-Dec-17	\$1,018.97
1097	Revenue	TCF Bank	872278F68	7/26/2017	26-Jul-18	\$200,000.00	1.40%	31-Dec-17	\$1,212.05
1097	Health Ins	Morgan Stanley Bk	61747MXJ5	7/27/2017	27-Jul-18	\$200,000.00	1.50%	31-Dec-17	\$1,290.41
1097	Revenue	Am Express Fed Svgs Bk	02587CEF3	5/3/2017	3-Aug-18	\$200,000.00	1.20%	31-Dec-17	\$381.37
111097	HS	1st Ntl Bk Omaha NE	332135HC9	8/15/2017	15-Aug-18	\$200,000.00	1.50%	31-Dec-17	\$1,134.25
1097	Revenue	Ally Bk-Midvale UT	02006LM83	9/22/2016	24-Sep-18	\$100,000.00	1.15%	31-Dec-17	\$315.07
111097	Human Service	Bk of Bridger MT	06424WGU2	9/29/2017	28-Sep-18	\$100,000.00	1.45%	31-Dec-17	\$369.45
31097	R&B	FloridaCapital Bk	340569GB2	9/29/2017	28-Sep-18	\$200,000.00	1.50%	31-Dec-17	\$16.44
1097	Revenue	ZB NA	98878BPK8	11/1/2017	31-Oct-18	\$200,000.00	1.45%	31-Dec-17	\$476.71
1097	Revenue	Ally Bk-Midvale UT	02006LR96	11/25/2016	26-Nov-18	\$100,000.00	1.35%	31-Dec-17	\$125.75
1097	Revenue	Comm West Bk-CA	20415QFK0	12/27/2017	27-Nov-18	\$200,000.00	1.60%	31-Dec-17	\$35.07
1097	Revenue	Berkshire Bk	084601GN7	11/29/2016	29-Nov-18	\$200,000.00	1.25%	31-Dec-17	\$219.18
111097	HS	PacificPremier Bk	69478QEJ5	11/29/2017	29-Nov-18	\$200,000.00	1.50%	31-Dec-17	\$16.44
1097	Revenue	Merrick Bk South-UT	59013JH51	12/19/2017	19-Dec-18	\$200,000.00	1.65%	31-Dec-17	\$108.49
1097	Revenue	MB Financial Bk NA	55266CWU6	9/27/2017	27-Dec-18	\$200,000.00	1.50%	31-Dec-17	\$32.88
31097	R&B	FirstSentryBk-WVA	33640RCY1	12/29/2017	28-Dec-18	\$200,000.00	1.60%	31-Dec-17	\$17.53
111097	Human Service	BNY Mellon NA	05584CBP0	12/28/2017	28-Dec-18	\$200,000.00	1.65%	31-Dec-17	\$27.12
1097	Revenue	LegacyBk-Plano Tx	524680BM6	12/8/2017	8-Jan-19	\$200,000.00	1.65%	31-Dec-17	\$207.95
651097	Health Ins	Mercantil Commerce Bk	58733AEP0	12/29/2017	29-Jan-19	\$200,000.00	1.70%	31-Dec-17	\$18.63
1097	Revenue	Goldman Sachs	38148PHZ36	3/30/2017	28-Mar-19	\$200,000.00	1.60%	31-Dec-17	\$806.58
1097	Revenue	St Bk of India	856285BH3	6/9/2017	10-Jun-19	\$200,000.00	1.70%	31-Dec-17	\$186.30
111097	Human Service	Quontic Bk	74909QAH2	12/29/2017	28-Jun-19	\$200,000.00	1.85%	31-Dec-17	\$20.27
1097	Revenue	CitizensBk-Perry FL	17670LAP1	12/13/2017	12-Dec-19	\$200,000.00	1.80%	31-Dec-17	\$177.53
						\$20,141,095.32	1.23%		\$32,741.88
		CNH LOAN#2		12/31/2012	7/9/2019	\$132,293.10	1.75%	31-Dec-17	\$1,103.65
		SCBH-LOAN		12/31/2012	12/1/2032	\$1,609,319.28	2.00%	31-Dec-17	\$2,645.46

Ronald Vadnais
Swift County Treasurer



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 P.O. Box 207
 Benson, MN 56215

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 ron.vadnais@co.swift.mn.us

Swift County Vital Statistics Report (2017)

Thru December 31, 2017

2016 DATA

Birth Certs Issued	Death Certs Issued	Marriage Licenses	Notaries Filed
337	722	14-regular	
		19-reduced fee	22 @ \$20.00
County Fees Collected			
\$2,984.00	\$2,529.00	\$825.00	\$440.00

Miscellaneous Fees: Marriage Certificates = \$513.00
 Data Reports = \$235.00

Total County Fees collected **\$7,526.00**

2017 DATA

Birth Certs Issued	Death Certs Issued	Marriage Licenses	Notaries Filed
		30-regular	
378	963	15-reduced fee	11 @ \$20.00
County Fees Collected			
\$3,318.00	\$3,340.00	\$1,125.00	\$220.00

Miscellaneous fees: Marriage certificates=\$711.00
 Data Reports = \$225.00

TOTAL COUNTY FEES COLLECTED = **\$8,939.00**



Request for Board Action

BOARD MEETING DATE:
February 6, 2018

Commissioner's Report

Department Information

ORIGINATING DEPARTMENT: Auditor	REQUESTOR: Kim Saterbak	REQUESTOR PHONE: 320-843-6108
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Agenda Item Details

BRIEF DESCRIPTION OF YOUR REQUEST: Review of the 4th Quarter 2017 financial information	
AGENDA YOU ARE REQUESTING TIME ON: Agenda	ARE YOU SEEKING APPROVAL OF A CONTRACT? No
IS THIS MANDATED? No	EXPLANATION OF MANDATE: Click here to enter text.
BACKGROUND/JUSTIFICATION: The 4th quarter financial information, with comparison to prior year amounts will be presented for the Boards review.	
PREVIOUS ACTION ON REQUEST / OTHER PARTIES INVOLVED?	

Budget Information

FUNDING: n/a

Review/Recommendation

COUNTY ATTORNEY: Danielle Olson	COUNTY ADMINISTRATOR: Kelsey Baker
RECOMMENDATIONS: Click here to enter text.	RECOMMENDATIONS: Click here to enter text.
COMMENTS: None	COMMENTS: None

**SWIFT COUNTY
BUDGET TO ACTUAL COMPARISON - Year End 2016 and 2015**

				Current Year (2017)						Prior Year (2016)					
				Expenses			Revenue			Expenses			Revenue		
Fund	Department	Expense	Revenue	Budget	Actual	%	Budget	Actual	%	Budget	Actual	%	Budget	Actual	%
01	003	General Government	Due to the federal tax changes, there was a significant increase in prepaid taxes. These will be reclassified to 2018 revenue.		\$ 465,100	0%	\$ 6,151,294	\$ 6,875,110	112%	\$ -	\$ 502,674	0%	\$ 5,757,672	\$ 6,568,898	0%
	5	Board of Commissioners		\$ 239,443	\$ 212,134	89%	\$ -	\$ -	0%	\$ 248,010	\$ 223,239	0%	\$ -	\$ -	0%
01	021	Law Library		\$ 18,800	\$ 15,372	82%	\$ 14,000	\$ 16,835	120%	\$ 18,800	\$ 15,016	80%	\$ 14,000	\$ 15,185	0%
	31	County Administrator	Due to reduced expense of wages and benefits	\$ 313,510	\$ 202,187	64%	\$ 4,300	\$ 64	1%	\$ 229,005	\$ 256,488	112%	\$ -	\$ -	0%
	40	County Auditor	Revenue will be recognized with YE journal entries reclassing time spent on ditches.	\$ 193,947	\$ 177,648	92%	\$ 6,000	\$ -	0%	\$ 182,300	\$ 178,512	98%	\$ 6,000	\$ -	0%
	41	County Treasurer		\$ 209,087	\$ 192,130	92%	\$ 15,500	\$ 22,554	146%	\$ 207,950	\$ 191,102	92%	\$ 12,500	\$ 18,048	0%
	42	County Assessor		\$ 330,620	\$ 289,958	88%	\$ 42,400	\$ 46,123	109%	\$ 320,620	\$ 287,756	90%	\$ 38,700	\$ 42,812	0%
01	043	Public Examiners		\$ 61,500	\$ 53,985	88%	\$ -	\$ -	0%	\$ 68,250	\$ 59,230	87%	\$ -	\$ -	0%
01	044	License and Permits		\$ 1,250	\$ -	0%	\$ 4,350	\$ 4,370	100%	\$ 1,350	\$ 1,125	83%	\$ 3,390	\$ 4,380	0%
01	060	Data Processing		\$ 78,300	\$ 81,693	104%	\$ 1,200	\$ -	0%	\$ 99,800	\$ 91,316	91%	\$ 1,680	\$ -	0%
01	080	Election		\$ 8,275	\$ 7,769	94%	\$ -	\$ -	0%	\$ 63,475	\$ 48,197	76%	\$ 16,850	\$ 382	0%
01	090	County Attorney		\$ 464,905	\$ 369,966	80%	\$ 33,700	\$ 40,731	121%	\$ 414,610	\$ 344,032	83%	\$ 4,000	\$ 38,872	0%
01	100	Land Records		\$ 397,344	\$ 307,691	77%	\$ 127,750	\$ 115,512	0%	\$ 399,630	\$ 392,664	98%	\$ 130,900	\$ 96,284	0%
01	110	Courthouse	*Courthouse remodel expenses of approx \$2,030,000 are included which will be reclassified to the Capital Projects Fund.	\$ 192,705	\$ 2,126,890	1104%	\$ -	\$ 2,625	0%	\$ 207,160	\$ 155,211	75%	\$ -	\$ 3,150	0%
	111	County Museum Building		\$ 17,787	\$ 10,334	58%	\$ -	\$ -	0%	\$ 34,980	\$ 10,783	31%	\$ -	\$ -	0%
	112	CPHS Building	*Countryside remodel expenses of approx \$267,000 are included which will be reclassified to the Capital Projects Fund.	\$ 18,146	\$ 280,954	1548%	\$ -	\$ -	0%	\$ 50,050	\$ 11,570	23%	\$ -	\$ -	0%
	113	Prairie 5 Building		\$ 15,006	\$ 8,826	59%	\$ -	\$ -	0%	\$ 49,200	\$ 15,597	32%	\$ -	\$ -	0%
	114	Rental House	Rent received for only a portion of the year, but budgeted for the full year of rental income	\$ 1,358	\$ 1,563	115%	\$ 4,500	\$ 128	3%	\$ 1,347	\$ 2,474	184%	\$ 6,000	\$ 3,500	0%
	120	County Medical Insurance		\$ -	\$ (4,571)	0%	\$ -	\$ -	0%	\$ -	\$ (2,643)	#DIV/0!	\$ -	\$ -	0%
	122	Veterans Services		\$ 158,699	\$ 149,937	94%	\$ 12,500	\$ 15,009	120%	\$ 158,985	\$ 142,227	0%	\$ 16,500	\$ 14,838	0%
	123	Planning & Zoning	Revenue for 2017 was received in 2016. An audit adjustment will be made to recognize this income in the correct year. This is consistent with prior years.	\$ 100,394	\$ 65,626	65%	\$ 83,094	\$ 82,410	99%	\$ 87,598	\$ 70,204	80%	\$ 81,348	\$ 144,517	0%
01	148	Technology Committee		\$ 45,800	\$ 48,138	105%	\$ -	\$ -	0%	\$ 62,125	\$ 42,000	68%	\$ -	\$ -	0%
	149	Tech Support		\$ 259,217	\$ 235,208	91%	\$ 202,600	\$ 221,997	110%	\$ 189,630	\$ 190,733	101%	\$ 148,000	\$ 189,139	0%
01	200	Sheriff		\$ 1,392,474	\$ 1,342,394	96%	\$ 72,625	\$ 82,198	113%	\$ 1,324,838	\$ 1,355,689	102%	\$ 74,900	\$ 99,797	0%
01	202	911 Distribution		\$ 51,728	\$ 41,431	80%	\$ 51,725	\$ 58,052	112%	\$ 130,000	\$ 148,241	114%	\$ 211,060	\$ 57,901	0%
01	204	Coroner	When budgeting, trending was used to estimated the expense. Actual costs are exceeded the budget amount, but cannot be controlled by the county.	\$ 14,000	\$ 23,940	171%	\$ -	\$ -	0%	\$ 12,000	\$ 14,850	124%	\$ -	\$ -	0%
01	205	Jail		\$ 1,013,074	\$ 831,990	82%	\$ 34,000	\$ 29,817	88%	\$ 1,017,730	\$ 836,074	82%	\$ 32,000	\$ 29,126	0%
01	251	Grant 6W Community Corrections		\$ 223,134	\$ 223,134	100%	\$ -	\$ -	0%	\$ 212,509	\$ 212,509	100%	\$ -	\$ -	0%
01	261	Restorative Justice		\$ 67,249	\$ 64,075	95%	\$ -	\$ 11,101	0%	\$ 63,110	\$ 58,517	93%	\$ 500	\$ 671	0%
01	280	Emergency Management		\$ 80,253	\$ 78,676	98%	\$ 17,000	\$ 23,003	135%	\$ 78,159	\$ 74,095	95%	\$ 17,000	\$ -	0%
01	400	Countryside Public Health		\$ 100,760	\$ 100,760	100%	\$ -	\$ -	0%	\$ 97,825	\$ 97,825	100%	\$ -	\$ -	0%
01	406	Youth Programs		\$ -	\$ -	0%	\$ -	\$ -	0%	\$ -	\$ -	#DIV/0!	\$ -	\$ -	#DIV/0!
01	490	Ambulance	City of Appleton payment included two years of budget funds paid out in 2017.	\$ 41,600	\$ 78,885	190%	\$ -	\$ -	0%	\$ 118,885	\$ 40,000	0%	\$ -	\$ -	0%
01	520	County Parks	Unbudgeted \$39,000 for 2 year easement paid to Tosel.	\$ 37,000	\$ 69,400	188%	\$ 37,000	\$ 98,188	265%	\$ 72,000	\$ 54,509	76%	\$ 32,500	\$ 39,614	0%
	521	Parks & Drainage	Federal RTP Grant of \$53,776 grant was received for purchase of Mark Ronglen property	\$ 232,745	\$ 180,812	78%	\$ 185,118	\$ 12,118	7%	\$ 206,591	\$ 182,388	88%	\$ 152,118	\$ 12,118	0%
01	600	Extension		\$ 146,869	\$ 124,732	85%	\$ 1,200	\$ 972	81%	\$ 150,961	\$ 146,364	97%	\$ 1,000	\$ 2,424	0%
01	602	Agriculture Inspector		\$ 13,500	\$ 13,500	100%	\$ -	\$ -	0%	\$ 13,500	\$ 13,500	100%	\$ -	\$ -	0%
01	603	Predator Control		\$ 11,500	\$ 13,777	120%	\$ -	\$ -	0%	\$ 10,000	\$ 4,547	45%	\$ -	\$ -	0%
01	703	Grants and Appropriations		\$ 478,530	\$ 451,957	94%	\$ -	\$ -	0%	\$ 448,657	\$ 378,669	84%	\$ -	\$ -	0%

Summary of Funds
Actual & Budget Comparison
As of 12/31/2017

	Budget	Actual	Difference	
			Over/(Under) Budget \$\$	%
Revenue Funds:				
General	7,101,859	7,758,917	657,058	109%
Solid Waste/Environmental	834,150	1,019,795	185,645	122%
Road & Bridge	11,543,433	8,279,170	(3,264,263)	72%
Human Services	5,331,775	5,130,139	(201,636)	96%
	24,811,217	22,188,021	(2,623,196)	89%
Expenditures:				
General	7,030,509	8,938,000	1,907,491	127%
Solid Waste/Environmental	977,930	1,068,312	90,382	109%
Road & Bridge	11,290,830	7,348,530	(3,942,300)	65%
Human Services	5,331,775	4,724,401	(607,374)	89%
	24,631,044	22,079,243	(2,551,801)	90%
Change in Fund Balance	180,173	108,778	71,395	

*** (designates deficit or under budget)

Ending Cash Balance Summary	As of December 31, 2017				
	2017	2016	2015	2014	2013
Cash and Bank Accounts	\$ 18,292,501	\$ 14,635,829	\$ 18,292,501	\$ 14,635,829	\$ 10,777,926
Employee Benefits - CD	\$ -	\$ -	\$ 200,000	\$ 200,000	\$ 200,000
Investments - Health Care	\$ -	\$ 524,981	\$ 524,981	\$ 524,981	\$ 524,981
Loan Receivable - General Fund Summary					
SCBH	\$ 1,572,266	\$ 1,683,239	\$ 1,748,504	\$ 1,834,017	\$ 1,917,838 (last pymt 12/2032)
CNH Loan #1	\$ -	\$ -	\$ 309,220	\$ 614,400	\$ 914,331 (last pymt 10/2016)
CNH Loan #2	\$ 103,163	\$ 161,548	\$ 218,929	\$ 275,323	\$ 330,747 (last pymt 07/2019)
County Indebtedness					
2016A Bond	\$ 7,805,000	\$ 7,805,000	\$ -	\$ -	\$ - *first principal payment - 2/2018
2017A Bond	\$ 5,105,000	\$ -	\$ -	\$ -	\$ - *first principal payment - 2/2019

**** Swift County ****
Executive Departmental Budget to Actual Review
As of December 31, 2017



Operational Funds

	Expenditures				Revenues				Net Actual
	Full Year Budget	1/1/2017 12/31/2017 Actual	Variance	PCT	Full Year Budget	1/1/2017 12/31/2017 Actual	Variance	PCT	
1 County General Revenue									
3 General Government	0	465,100	(465,100)	0	6,151,294	6,875,110	723,816	112	6,410,010
5 Board Of Commissioners	239,443	212,134	27,309	89	0	0	0	0	(212,134)
21 Law Library	18,800	15,372	3,428	82	14,000	16,835	2,835	120	1,463
31 County Administration	313,510	202,187	111,323	64	4,300	64	(4,236)	1	(202,123)
40 County Auditor	193,947	177,648	16,299	92	6,000	0	(6,000)	0	(177,648)
41 County Treasurer	209,087	192,130	16,957	92	15,500	22,554	7,054	146	(169,576)
42 County Assessor	330,620	289,958	40,662	88	42,400	46,123	3,723	109	(243,835)
43 Public Examiners	61,500	53,985	7,515	88	0	0	0	0	(53,985)
44 Licenses And Permits	1,250	0	1,250	0	4,350	4,370	20	100	4,370
60 Data Processing	78,300	81,693	(3,393)	104	1,200	0	(1,200)	0	(81,693)
89 Elections	8,275	7,769	506	94	0	0	0	0	(7,769)
90 County Attorney	464,905	369,966	94,939	80	33,700	40,731	7,031	121	(329,234)
100 Land Records	397,344	307,691	89,653	77	127,750	115,512	(12,238)	90	(192,179)
110 Courthouse	192,705	2,126,890	(1,934,185)	1104	0	2,625	2,625	0	(2,124,265)
111 County Museum building	17,787	10,334	7,453	58	0	0	0	0	(10,334)
112 CPHS building	18,146	280,954	(262,808)	1548	0	0	0	0	(280,954)
113 Prairie 5- Counsel Assoc building	15,006	8,826	6,180	59	0	0	0	0	(8,826)
114 Rental House	1,358	1,563	(205)	115	4,500	128	(4,372)	3	(1,435)
120 County Medical Insurance	0	(4,571)	4,571	0	0	0	0	0	4,571
122 Veterans Service	158,699	149,937	8,762	94	12,500	15,009	2,509	120	(134,927)
123 Planning And Zoning	100,394	65,626	34,768	65	83,094	82,410	(684)	99	16,784
148 Technology Committee	45,800	48,138	(2,338)	105	0	0	0	0	(48,138)
149 Technical Support	259,217	235,208	24,009	91	202,600	221,997	19,397	110	(13,211)
200 Sheriff	1,392,474	1,342,394	50,080	96	72,625	82,198	9,573	113	(1,260,197)
202 911 Distribution	51,728	41,431	10,297	80	51,728	58,052	6,324	112	16,621
204 Coroner	14,000	23,940	(9,940)	171	0	0	0	0	(23,940)
205 Jail	1,013,074	831,990	181,084	82	34,000	29,817	(4,183)	88	(802,173)
251 Grants 6W Community Corrections	223,134	223,134	0	100	0	0	0	0	(223,134)
261 Restorative Practices	67,249	64,075	3,174	95	0	11,101	11,101	0	(52,974)
280 Emergency Management	80,253	78,676	1,577	98	17,000	23,003	6,003	135	(55,673)
400 Countyside Public Health Service	100,760	100,760	0	100	0	0	0	0	(100,760)
406 Youth Programs	0	0	0	0	0	0	0	0	0
490 Ambulance	41,600	78,885	(37,285)	190	0	0	0	0	(78,885)
520 County Parks	37,000	69,400	(32,400)	188	37,000	98,188	61,188	265	28,788
521 Parks And Drainage	232,745	180,812	51,933	78	185,118	12,118	(173,000)	7	(168,694)
600 Extension	146,869	124,732	22,138	85	1,200	972	(228)	81	(123,759)
602 Agriculture Inspector	13,500	13,500	0	100	0	0	0	0	(13,500)
603 Predator Control	11,500	13,777	(2,277)	120	0	0	0	0	(13,777)
701 Economic Development Grow	0	0	0	0	0	0	0	0	0

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**** Swift County ****
Executive Departmental Budget to Actual Review
As of December 31, 2017



Operational Funds

	Expenditures				Revenues				
	Full Year Budget	1/1/2017 12/31/2017 Actual	Variance	PCT	Full Year Budget	1/1/2017 12/31/2017 Actual	Variance	PCT	Net Actual
703 Grants And Appropriations	478,530	451,957	26,573	94	0	0	0	0	(451,957)
800 Unallocated	0	0	0	0	0	0	0	0	0
1 County General Revenue	7,030,509	8,938,000	(1,907,491)	127	7,101,859	7,758,917	657,058	109	(1,179,083)
2 Solid Waste Fund									
390 Environmental Services	977,930	1,068,312	(90,382)	109	834,150	1,019,795	185,645	122	(48,517)
2 Solid Waste Fund	977,930	1,068,312	(90,382)	109	834,150	1,019,795	185,645	122	(48,517)
3 County Road & Bridge									
300 Highway Administration	189,740	149,875	39,865	79	11,456,228	8,193,945	(3,262,283)	72	8,044,070
301 Shared County Engineer	174,410	157,542	16,868	90	87,205	85,225	(1,980)	98	(72,317)
310 Maintenance	1,764,126	1,339,648	424,478	76	0	0	0	0	(1,339,648)
311 Authorized Work Contributions	11,940	20,136	(8,196)	169	0	0	0	0	(20,136)
315 Engineering	122,562	104,514	18,048	85	0	0	0	0	(104,514)
320 Construction	7,856,255	4,544,719	3,311,536	58	0	0	0	0	(4,544,719)
330 Equipment & Maintenance Shops	743,347	602,742	140,605	81	0	0	0	0	(602,742)
350 Other (Highway)	10,000	4,793	5,207	48	0	0	0	0	(4,793)
360 Accounts Receivable	3,224	10,630	(7,406)	330	0	0	0	0	(10,630)
370 Inter- Governmental Expense	415,226	413,931	1,295	100	0	0	0	0	(413,931)
3 County Road & Bridge	11,290,830	7,348,530	3,942,300	65	11,543,433	8,279,170	(3,264,263)	72	930,639
11 Human Services									
404 Income Maintenance	1,328,065	1,174,081	153,984	88	1,328,065	1,196,765	(131,300)	90	22,684
405 Social Services	4,003,710	3,550,320	453,390	89	4,003,710	3,914,795	(88,915)	98	364,476
408 Day Care Provider Deferred Loan Progr	0	0	0	0	0	18,579	18,579	0	18,579
11 Human Services	5,331,775	4,724,401	607,374	89	5,331,775	5,130,139	(201,636)	96	405,738
	24,631,044	22,079,243	2,551,801		24,811,217	22,188,021	(2,623,196)		108,778



Request for Board Action

BOARD MEETING DATE:
February 6, 2018

Commissioner's Report

Department Information

ORIGINATING DEPARTMENT: Human Services	REQUESTOR: Catie Lee	REQUESTOR PHONE: 320 843 6301
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Agenda Item Details

BRIEF DESCRIPTION OF YOUR REQUEST: Board Resolution to support state bonding for state capital expenses for behavioral health needs	
AGENDA YOU ARE REQUESTING TIME ON: February 6, 2018	ARE YOU SEEKING APPROVAL OF A CONTRACT? Yes
IS THIS MANDATED? Yes	EXPLANATION OF MANDATE: Requested by AMC of all 87 Counties
BACKGROUND/JUSTIFICATION: Swift County has been asked to pass a resolution for Mental Health Bonding to create capacity for individuals experiencing a mental health crisis and supportive housing units as an investment to improve Minnesota's mental health continuum of care.	
PREVIOUS ACTION ON REQUEST / OTHER PARTIES INVOLVED?	AMC and all other MN Counties

Budget Information

FUNDING: None

Review/Recommendation

COUNTY ATTORNEY: Danielle Olson	COUNTY ADMINISTRATOR: Kelsey Baker
RECOMMENDATIONS: Click here to enter text.	RECOMMENDATIONS: Click here to enter text.
COMMENTS: Click here to enter text.	COMMENTS:

Board Action

Motions	
Action	Vote

RESOLUTION

Affirming Swift County’s support for state capital investments for regional behavioral health crisis program facilities and permanent supportive housing for people with behavioral health needs.

WHEREAS, Minnesota’s mental health continuum of care is underdeveloped, creating harmful and expensive gaps in an individual’s treatment; and

WHEREAS, Minnesota’s mental health system does not have the capacity to consistently respond to the needs of individuals in crisis with appropriate treatment options; and

WHEREAS, individuals experiencing a mental health crisis are often diverted to jails and other facilities ill-equipped for their care while awaiting inpatient treatment; and

WHEREAS, individuals ready for discharge from inpatient treatment can be detained at inpatient facilities because there is a scarcity of supportive housing units to transition to; and

WHEREAS, the gaps in Minnesota’s mental health system are not only damaging to individuals and their families, but also result in an inefficient use of taxpayer dollars; and

WHEREAS, Minnesota has an opportunity to improve its mental health continuum of care through investments in new permanent supportive housing and regional behavioral health crisis program facilities; now, therefore,

BE IT RESOLVED, Swift County supports state capital investments for regional behavioral health crisis program facilities and permanent supportive housing for people with behavioral health needs.

Swift County Board of Commissioners

Chairman

ATTEST:

Kelsey Baker, County Administrator

Fox ___
P. Peterson ___

Hendrickx ___
Rudningen ___

E. Pederson ___