

FREEBORN COUNTY BOARD OF COMMISSIONERS
MEETING NOTICE AND AGENDA
February 20th, 2024

Notice is hereby given that the Board of Commissioners of the County of Freeborn will meet in session on Tuesday, February 20th, 2024 at 8:30 a.m. in the Boardroom at the Freeborn County Government Center and live streamed at www.co.freeborn.mn.us

1. Pledge of Allegiance.
2. Approval of Meeting Agenda.
3. Consider resolution approving the Consent agenda (the following items will be acted upon without discussion unless an item is asked to be removed and placed on the regular agenda to allow for discussion)
 - Approval of Minutes from the February 6th, 2024 Board Meeting.
4. Reports of the Board Committees.
5. New Business.
 - Presentation of Rose Olmsted Advocacy Award – Linda Lares
6. Consideration of issues presented by persons of the general public and/or other general items.

Persons wishing to address the Board concerning matters pertaining to this agenda as well as any other matters of County concern should ask to be recognized by the Chair at this time. All presenting items of consideration shall address the Board of Commissioners as a whole, and shall not direct comments to individual Commissioners, attempt to engage Commissioners in conversation, or solicit a Commissioner to respond to the speaker's comments. All speakers are limited to 5 minutes each.
7. Reports of Various Departments.
 - A. Report of Environmental Services
 - Consider a resolution approving Conditional Use Permit #409 allowing Klemmensen Grain & Custom Farming to site and construct private use grain storage and grain storage support buildings, in Section 1 of Newry Township
 - Consider a resolution to approve a 2024 New Hauler Permit
 - B. Report of Auditor-Treasurer
 - Consider a resolution to approve 2024 Tobacco License for specified applicants
 - C. Report of Sheriff's Office
 - Consider a resolution to accept a grant of \$7,500 from USPCA K-9 Reunite to be used for the K-9 Program
 - D. Report of Human Services
 - Consider a resolution to approve the Child Support Interagency Cooperative Agreement for 2024-2025
 - E. Report of Administration
 - Consider a resolution to fill the vacant CPCW – Social Worker/Case Manager position
 - Consider a resolution to appoint a County Commissioner to the Opioid Advisory Committee
 - Consider a resolution approving Independent Contractor Agreement with Pat Martinson
8. Other items as necessary but unknown at this time.
9. County Commissioner's item.
10. Approval of Claims.

11. Adjournment.

BARRIER FREE: All Freeborn County Board of Commissioners meetings are accessible to the handicapped. Attempts will be made to accommodate any other individual needs for special services. Please contact Administration (507) 377-5116 early so necessary arrangements can be made.

ADJOURNED MEETING OF THE COUNTY BOARD
February 6th 2024

The Board of Commissioners of Freeborn County met in the Freeborn County Boardroom at 8:30 a.m. on Tuesday, February 6th, 2024. Members present: Commissioners Forman, Edwin, Kaasa, Shoff and Eckstrom.

The meeting was opened with the Pledge of Allegiance.

Commissioner Forman offered the following motion;

MOVED, approving the agenda as presented with the addition of one item under the Consent Agenda; Approval of Regular Status Employee's and the addition of one item under Report of Administration; to Consider a resolution to enter into the Minnesota Housing – Minnesota City Participation Program Joint Powers Agreement

Motion seconded by Commissioner Kaasa.

After discussion, a vote was taken and the Chair declared the motion approved.

Commissioner Shoff offered the following resolution;

RESOLUTION No. 24-048

**Approval of the Freeborn County Board of Commissioners Consent Agenda as provided
in the Freeborn County Board Rule of Procedure 9(A)**

WHEREAS, the Freeborn County Board is the governing body of Freeborn County, and;

WHEREAS, the Freeborn County Board has implemented a Consent agenda to perform the duties of the board in a more effective and efficient manner, and

WHEREAS, the following items have been placed for approval of the Freeborn County Board of Commissioners on the current Board meeting Consent Agenda as provided by the Board rules of procedure, being routine and of a regular action;

NOW, THEREFORE BE IT RESOLVED, to place the following are hereby approved for appropriate action:

- 1) Approval of the January 16th, 2024 minutes;
- 2) Approval of Regular Status Employees

Resolution seconded by Commissioner Eckstrom.

After discussion a vote was taken and the Chair declared the resolution adopted.

The Commissioners provided Board Committee updates.

Commissioner Kaasa offered the following resolution;

RESOLUTION 24-049

APPOINTMENTS TO THE FREEBORN COUNTY EXTENSION SERVICES ADVISORY BOARD

WHEREAS, the Freeborn County Board of Commissioner has the authority to appoint members of the community to the Freeborn County Extension Services Advisory Board; and

WHEREAS, there are currently two (2) opening for Extension Services Advisory Board members for terms of three (3) years each; and

WHEREAS, Freeborn County has received two (2) letters of interest for these open terms;

NOW THEREFORE BE IT RESOLVED, that the Freeborn County Board of Commissioners hereby appoints Miranda Sailor and Tom Hovde to the Freeborn County Extension Services Advisory Board for the terms beginning January 1,2024 through December 31, 2026.

Resolution seconded by Commissioner Forman.
After discussion a vote was taken and the Chair declared the resolution adopted.

Chairman Edwin asked if there was any public comment and there was none.

Commissioner Eckstrom offered the following resolution;

RESOLUTION 24-050
RESOLUTION ESTABLISHING A FREEBORN COUNTY CORRECTIONS ADVISORY BOARD

WHEREAS, Freeborn County Probation Services is formed under and follows the laws of statute 244.19 which establishes a County Probation Office (CPO) with a Director appointed by the District Judges, and;

WHEREAS, The County Board is tasked with issuing resolutions for certain Minnesota statutes, including under certain Correctional statutes, and;

WHEREAS, per MN Statute 401.08, county Probation Directors are required to assemble and maintain a corrections advisory board that will assist in formulating and carrying out a comprehensive plan for local correctional services to qualify for the subsidy program under 401.01, and;

WHEREAS, Freeborn County Probation Services receives an allotment of money from the Minnesota Department of Corrections by MN statute 401.10 currently in the amount of \$349,829 per year, and;

WHEREAS, the state aid that the County receives would be stopped if Freeborn County does not take this action, and;

WHEREAS, Freeborn County already has this in place in the form of the Criminal Justice Resource Group which meets quarterly and includes members of the judiciary, law enforcement, county and city attorneys and correctional staff, which satisfies the requirements according to the MN Department of Corrections;

WHEREAS, the County Board must issue a board resolution stating the following so as to establish the required language to continue our funding allotment;

NOW, THEREFORE, BE IT RESOLVED that the Freeborn County Board of Commissioners orders a local Freeborn County Corrections Advisory Board be assembled and established by the County Probation Director as per MN Statute 401.08.

Resolution seconded by Commissioner Shoff.
After discussion, a vote was taken and the Chair declared the resolution approved.

Commissioner Forman offered the following resolution:

RESOLUTION NO. 24-051
AUTHORIZING THE TRANSFER OF \$30,000.00 FROM THE
GENERAL FUND TO THE INSURANCE FUND

WHEREAS, Freeborn County Board of Commissioners has approved the 2024 operating budget; and

WHEREAS, Freeborn County provides health insurance to its employees as an employment benefit;

WHEREAS, the insurance payments are removed from the insurance funds prior to the employees pay their share of the premium.

RESOLVED, that the Freeborn County Board of Commissioners authorize the transfer of \$30,000.00 from the General Fund to the Insurance Fund to cover the advance needed for timely premium payment.

Resolution was seconded by Commissioner Kaasa.

After discussion, a vote was taken and the Chair declared the resolution approved.

Commissioner Shoff offered the following resolution:

RESOLUTION No. 24-052
CONTRACT BETWEEN FREEBORN COUNTY AND THE CITY OF ALBERT LEA FOR ELECTIONS SERVICES

This is a contract between the County of Freeborn ("County") and the City of Albert Lea ("City") for the provision of election services by Freeborn County.

I. Duration of Contract

This contract will be in effect for the period beginning January 23, 2024 and ending on November 1, 2024 and will apply to the election held on April 9, 2024.

II. County Responsibilities

Except as otherwise provided in this contract, the County will provide all services, equipment, and supplies as required to perform, on behalf of the City, all election-related duties of the City under the Minnesota election law, and other relevant state and federal laws. These duties will include but are not limited to:

- A. Coordinate City election activities;
- B. Coordinate equipment and procedure training information for all head and other election judges for each polling location in Freeborn County;
- C. Provide refresher training materials for all head and other election judges for each polling location in Freeborn County;
- D. Operate, test, demonstrate, and provide technical support for all electronic voting systems in Freeborn County;
- E. Administer absentee voting;
- F. Coordinate absentee ballot board activities;
- G. Coordinate health care facility voting in Freeborn County;
- H. Provide election forms, supplies and other related materials;
- I. Conduct preliminary tests and public accuracy tests of voting systems in Freeborn County;
- J. Coordinate programming, layout and printing of ballots;
- K. Compile and report election results and election statistics to the appropriate canvassing boards and the public;
- L. Coordinate and conduct recounts for City ballot questions if needed; and

III. City Responsibilities

- A. Sign agreements so that Freeborn County is authorized to coordinate programming, layout and printing of ballots for precincts;
- B. Coordinate and provide final approval for polling locations;
- C. Provide maintenance vehicles for delivery of Election materials, ballots, voting stations and electronic voting systems to each polling location;
- D. Hire and coordinate election judges for said election and assign related tasks;
- E. Prepare election notices and arrange for publishing and/or posting;
- F. Designate principal contacts for election coordination;
- G. Be responsible for damage or theft to any voting system or ballot box;
- H. Retain final election records for at least 22 months following each election;
- I. Retain permanent archive of final election results;
- J. Conduct official canvass of election results following City election;
- K. Provide the title and text in electronic format of City questions to be placed on the ballot;
- L. Mail the notice to each household with a registered voter if location of polling place change is necessary as required by MS 204B.16, subd. 1a;
- M. Provide necessary claim forms for election judge payment and process said claim forms as appropriate.

IV. Material and Voting System Delivery & Collection

The County and City will share responsibilities for delivery and collection of election materials, ballots, voting stations and electronic voting systems to each polling location according to a separate, mutually-agreeable schedule;

V. Insurance

During the term of this contract, the City will maintain, through commercially available insurance or on a self-insured basis, property insurance coverage on the electronic voting systems for the repair or replacement of the voting equipment if damaged or stolen. The City is responsible for any deductible under its policy. Otherwise, each party hereby waives and releases the other party, their employees, agents, officials and officers from all claims, liability and causes of action for loss, damage to or destruction of the waiving party's property resulting from fire or other perils covered in the standard property insurance coverage maintained by the parties. Furthermore, each party agrees that it will look to its own property insurance for reimbursement for any loss and shall have no rights of subrogation against the other party.

VI. Indemnification

Each party to this contract will defend, hold harmless and indemnify the other parties, their officials, agents and employees from any liability, loss and damage it may suffer as a result of demands, claims, judgments or costs including, but not limited to, attorney's fees and disbursements, arising out of or related to the indemnifying party's performance or failure of performance under this contract. This provision shall not be construed nor operate as a waiver of any applicable limits of or exceptions to liability set by law. This provision will survive the termination of this contract.

VII. Legal Representation

The County Attorney's Office shall advise and represent the County in all election-related matters, and the City Attorney shall advise the City on election-related matters. In addition, the City's Attorney shall assist and cooperate with the County Attorney's Office as may be reasonably requested concerning matters covered by this Contract.

VIII. Election Costs and Payments

The City shall make a payment to the County within thirty (30) days of the date on which the invoice is received. The total amount billed to the City for 2024 Special Election services shall be five thousand and no/100ths dollars (\$5,000.00). This amount does include: the cost of postage associated with election activities including absentee voting, replacement ballots, election materials including absentee voting envelopes and polling location forms/supplies.

The amount of the contract **does not** include preparation and printing of ballots or equipment programming, or election judge salaries and expenses. All invoices and receipts related to all City election ballots and equipment programming will be compiled by the County and submitted to the City for reimbursement outside the administrative fee noted above. The City is responsible for all election judge salaries and expenses related to City elections and will provide the forms and processing necessary for payment to each judge.

IX. Recount Expenses

In the event of a recount, an agreement will be worked out between the County and the City as to costs and payments; before recount activities begin.

X. Independent Contractor

It is agreed that nothing in this contract is intended or should be construed as creating the relationship of agents, partners, joint ventures or associates between the parties hereto or as constituting the County as the employee of the City for any purpose or in any manner whatsoever. The County is an independent contractor and neither it, its employees, agents nor its representatives are employees of the City. From any amounts due the County, there shall be no deductions for federal income tax or FICA payments nor any state income tax, nor for any other purposes which are associated with an employer-employee relationship unless required by law. Payment of federal income tax, FICA payments and state income taxes are the responsibility of the County.

XI. Data Practices

All data created, collected, received, maintained or disseminated for any purpose in the course of this contract is governed by the Minnesota Government Data Practices Act, any other applicable statute or any rules adopted to implement the Act or statute, as well as federal statutes and regulations on data privacy.

XII. Entire Agreement

This contract shall constitute the entire agreement between the parties and shall supersede all prior oral and written negotiations. This contract cannot be changed altered or changed except as provided in a written agreement signed by all parties.

Resolution was seconded by Commissioner Kaasa.

After discussion, a vote was taken and the Chair declared the resolution approved.

Commissioner Forman offered the following resolution:

**RESOLUTION No. 24-053
ELECTION SYSTEMS & SOFTWARE, LLC
ELECTION SERVICES AGREEMENT**

This Agreement is made as of the date it is executed by the last of the parties named below (the "Effective Date"),

BETWEEN: ELECTION SYSTEMS & SOFTWARE, LLC, a Delaware Limited Liability Company ("ES&S")

AND: Freeborn County, ("Customer")

RECITALS:

A. Customer has agreed to purchase certain election-related services from ES&S for use in **Freeborn County, Minnesota** (the "Jurisdiction"). The terms and conditions under which such services shall be provided are set forth in the **GENERAL TERMS** attached hereto. B. The following Exhibits are incorporated into, and constitute an integral part of, this Agreement (check all that apply):

- Exhibit A (Summary of Services)
- Exhibit B (Ballot Layout, Coding, and Voice File Services)
- Exhibit C (Ballot Printing Services)

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, each of the parties hereto:

•Agrees to the **GENERAL TERMS** and the terms and conditions set forth in each Exhibit.

•Agrees that at all times, this Agreement shall be governed by and construed in accordance with the laws of the State in which the Customer is located.

•Represents and warrants to the other party that as of its signature date indicated below it has full power and authority to enter into and perform this Agreement, and that the person signing below on its behalf has been properly authorized to execute this Agreement.

•Acknowledges that it has read this Agreement, understands it and intends to be bound by it.

Resolution was seconded by Commissioner Eckstrom.

After discussion, a vote was taken and the Chair declared the resolution approved.

Commissioner Forman offered the following resolution:

RESOLUTION 24-054

WHEREAS, it is in the best interest of Freeborn County to eliminate certain bonded indebtedness, and

WHEREAS, it is to the financial advantage of the County to invest internally;

THEREFORE, NOW BE IT RESOLVED, to authorize the actions and procedures to pay the debt owed by County Ditch 31, Improvement on February 6, 2024 and;

FURTHER, BE IT RESOLVED, to invest in this ditch fund by providing a loan from the General Fund in the amount of \$168,388.61 for County Ditch 31 Improvement to allow for debt payoff at an annual interest rate of 3% and a term of 10 years, for a total loan investment of \$168,388.61.

Resolution was seconded by Commissioner Shoff

After discussion, a vote was taken and the Chair declared the resolution approved.

Commissioner Eckstrom offered the following resolution:

RESOLUTION 24-055

**DECLARATION OF OFFICIAL INTENT TO
REIMBURSE EXPENDITURES FOR DITCH PROJECTS
WITH PROCEEDS OF DEBT OBLIGATIONS**

The undersigned, being the county auditor of Freeborn County, Minnesota, and authorized by the Board of County Commissioners to make declarations of official intent under Treas. Reg. § 1.150-2 with respect to ditch projects to be undertaken or financed by the County, hereby declares as follows:

1. It is expected that the costs of the following ditch project(s) are intended to be reimbursed or otherwise financed by the issuance of debt obligations: County Ditch 31.
2. The amount of obligations expected to be issued for such purpose is not expected to exceed \$168,388.61.

Resolution was seconded by Commissioner Shoff.

After discussion, a vote was taken and the Chair declared the resolution approved.

Commissioner Forman offered the following resolution:

RESOLUTION AND ORDER 24-056

Resolved, that is hereby ordered that the lien filed in the office of the County Recorder for the following drainage system for improvement thereof shall be payable in the following manner:

County Ditch No. 31 Improvement one installment of the principal on or before October 15 subsequent to the filing of the lien in the office of the County Recorder and another installment on or before the 15th day of October of each year thereafter, for a total of 10 equal installments with an annual interest rate of 3%.

Resolution was seconded by Commissioner Shoff.

After discussion, a vote was taken and the Chair declared the resolution approved.

Commissioner Shoff offered the following resolution:

RESOLUTION 24-057

WHEREAS, Freeborn County has bank accounts required by Minnesota Statutes for various county funds under the discretion of the Auditor-Treasurer and;

WHEREAS, The Auditor-Treasurer strives to obtain safe, cost effective banking for Freeborn County and is moving funds to a lower cost solution;

WHEREAS, that Resolution 23-172 authorized a six-month short-term loan from the General Fund to a new Sheriff Turnkey Bank Account at CCF Bank in the amount of \$50,000.00 for the purpose of covering debits during the transition from a prior bank account at US Bank.

WHEREAS, the Sheriff Turnkey Bank account at CCF Bank took a longer time to establish due to the turnkey system.

THEREFORE RESOLVED extending Resolution 23-172 for an additional six-month period to allow for the closure of the US Bank account and proper reconciliation of the accounts.

THEREFORE RESOLVED, that the interest earned in the Sheriff Turnkey Bank Account at CCF Bank remain with the Office of the Sheriff

Resolution was seconded by Commissioner Forman.

After discussion, a vote was taken and the Chair declared the resolution approved.

Commissioner Kaasa offered the following resolution:

RESOLUTION 24-058

RESOLUTION APPOINTING SUE YOST AS THE PUBLIC HEALTH DESIGNEE TO THE FREEBORN COUNTY FAMILY SERVICES AND CHILDREN'S MENTAL HEALTH COLLABORATIVE BOARD OF DIRECTORS

WHEREAS, the County of Freeborn hereby entered into a Joint Powers Agreement to provide collaborative and integrated services to children and families, and

WHEREAS, the establishment of this Board serves as a mechanism whereby additional programs and services may be developed or the benefits of the parties, and

WHEREAS, each entity shall designate a voting member of the Collaborative Board of Directors as stated in Section 7 of the Freeborn County Family Services and Children's Mental Health Collaborative Joint Powers Board Agreement, therefore

BE IT RESOLVED, that Sue Yost, Freeborn County Public Health Director be authorized to be the Public Health designee to serve on the Board of Directors of the Freeborn County Family Services and Children's Mental Health Collaborative.

Resolution was seconded by Commissioner Shoff.

After discussion, a vote was taken and the Chair declared the resolution approved.

Commissioner Kaasa offered the following resolution:

RESOLUTION 24-059

CONSIDER A RESOLUTION TO APPROVE A CONTRACT WITH UCARE

WHEREAS, Freeborn County Community Health Board will approve the contract agreement with UCare for Freeborn County Public Health to will continue to provide case management, care coordination, and Special Needs Basic Care. We will be adding an additional service called Quality Program.

WHEREAS, Minnesota Statute 145A.04 requires assuring health services by engaging in activities such as assessing the availability of health-related services and health care providers in local communities, identifying gaps and barriers in services;

WHEREAS, Freeborn County Public Health will continue to provide care coordination and case management services to individuals that are disabled and under the age of 65 years and those 65 and over. The Quality Program in Schedule K will be added to the services provided.

NOW, THEREFORE, BE IT RESOLVED that the Freeborn County Board of Commissioners/Freeborn County Community Health Board does hereby approve the contract agreement with UCare to add Quality Program services.

Resolution was seconded by Commissioner Forman.
After discussion, a vote was taken and the Chair declared the resolution approved.

Commissioner Kaasa offered the following resolution:

**RESOLUTION 24-060
LE SUEUR RIVER WATERSHED COLLABORATION
FISCAL AGENT SUB-AGREEMENT**

This Sub-agreement is made and entered into between the Waseca Soil and Water Conservation District (Waseca SWCD), and Freeborn County (hereafter "Sub-recipient"), collectively referred to as "Parties" and individually as "Party".

RECITALS:

WHEREAS, the Parties to this Sub-agreement are Parties to the Joint Powers Agreement (hereafter "JPA") for implementation of the Le Sueur River Comprehensive Watershed Management Plan; and the Parties that have entered into the JPA are known as the Le Sueur River Watershed Collaboration (hereafter "LSRWC"); and

WHEREAS, pursuant to the LSRWC JPA, Waseca SWCD is designated as Fiscal Agent with the authority and responsibility to enter into grant agreements and sub-agreements with Parties of the LSRWC and professional service providers to carry out grant activities identified in the grant work plans; and

WHEREAS, Waseca SWCD will be awarded grants to fund initiatives and projects for implementation of the Le Sueur River Comprehensive Watershed Management Plan; and Waseca SWCD will enter into grant agreements which incorporate grant work plans that detail grant activities and provide for the allocation of funds awarded under such grant; and

WHEREAS, Sub-recipient is qualified and willing to carry-out and implement the grant activities identified in the grant work plans that are incorporated in the grant agreements that Waseca SWCD has entered into for the implementation of the Le Sueur River Comprehensive Watershed Management Plan.

Resolution was seconded by Commissioner Eckstrom.
After discussion, a vote was taken and the Chair declared the resolution approved.

Commissioner Forman offered the following resolution:

**RESOLUTION 24-061
RESOLUTION TO ACCEPT A \$200 DONATION TO THE FREEBORN COUNTY CVCC
FROM EMMONS LUTHERAN CHURCH – WOMEN OF THE NORTH AMERICAN LUTHERAN CHURCH**

WHEREAS, the Freeborn County Department of Human Services - Crime Victims Crisis Center directly serves those who have been victims of crime, domestic violence and sexual assault; and

WHEREAS, the Freeborn County Department of Human Services - Crime Victims Crisis Center plans events and campaigns bringing community awareness to the issues of crime, domestic violence and sexual assault; and

WHEREAS, the Emmons Lutheran Church – Women of the North American Lutheran Church has offered a donation to the Freeborn County Department of Human Services - Crime Victims Crisis Center in the amount of \$200 to be used for services provided by the CVCC; and

BE IT RESOLVED, that the Freeborn County Department of Human Services - Crime Victims Crisis Center accepts the donation in the amount of \$200 from the Emmons Lutheran Church – Women of the North American Lutheran Church to be used for services provided by the CVCC.

Resolution was seconded by Commissioner Kaasa.
After discussion, a vote was taken and the Chair declared the resolution approved.

Commissioner Kaasa offered the following resolution:

RESOLUTION 24-062

RESOLUTION TO APPROVE THE 2024 PURCHASE OF SERVICE AGREEMENT BETWEEN THE FREEBORN COUNTY DEPARTMENT OF HUMAN SERVICES AND DR. ANNETTE SMICK

WHEREAS, psychiatric services in rural Minnesota are becoming increasingly difficult to access; and

WHEREAS, the Freeborn County Department of Human Services is part of the 10-county South Central Community-Based Initiative (SCCBI) to provide services to persons with mental illness; and

WHEREAS, the SCCBI purchases mental health services including psychiatric services from the Freeborn County Mental Health Center for residents of counties comprising the SCCBI; and

WHEREAS, Dr. Annette Smick is able to provide quality psychiatric services for clients of the Freeborn County Mental Health Center, increasing accessibility for local residents; and

WHEREAS, the Freeborn County Mental Health Center and Dr. Annette Smick are credentialed to bill insurance for psychiatric services; therefore

BE IT RESOLVED, that the 2024 Purchase of Service Agreement between the Freeborn County Department of Human Services and Dr. Annette Smick be approved for provision of the psychiatric services to residents of Freeborn County and of counties comprising the SCCBI.

Resolution was seconded by Commissioner Eckstrom.
After discussion, a vote was taken and the Chair declared the resolution approved.

Commissioner Shoff offered the following resolution:

FREEBORN COUNTY MINNESOTA RESOLUTION # 24-063

A RESOLUTION TO ACCEPT A DONATION OF PORTABLE FIRE SUPPRESSION TOOLS FROM THE ALBERT LEA WESTERN STAR LODGE #26 MASONIC LODGE. THEY WILL DONATE 10 INITIAL UNITS TO BE OUTFITTED IN SHERIFF'S OFFICE PATROL VEHICLES, WITH PLANS TO DONATE ADDITIONAL UNITS IN THE FUTURE.

WHEREAS, Minnesota State Statute 465.03 allows for counties to accept donations through resolution by the board.

WHEREAS, the Fire Suppression Tools are small, portable, devices designed to be deployed into or near a fire; and when discharged, they will immediately suppress the fire for a length of time, allowing local fire departments more time to respond to the scene before additional damage is done.

WHEREAS, there are many times in which the Sheriff's Office Deputies arrive on a fire scene long before responding fire departments, but have no means of engaging the fire to prevent loss of property or life.

WHEREAS, the Masonic Lodge has donated these devices to county sheriff's offices in Wisconsin who have had successful deployments of the devices, which has saved homeowners in damage cost from house fires.

WHEREAS, the Sheriff's Office will train the deputies on the use of the Fire Suppression Tools (from Fire Suppression Solutions LLC) and will outfit the patrol vehicles with the donated units to be used for the purposes of minimizing the loss of life and property from fires.

BE IT THEREFORE RESOLVED, that Freeborn County, by and through its Board of Commissioners, accepts the current and future donations of portable Fire Suppression Tools from the Albert Lea Western Star Lodge #26, to be used by the Sheriff's Office.

Resolution was seconded by Commissioner Kaasa

After discussion, a vote was taken and the Chair declared the resolution approved.

Commissioner Eckstrom offered the following:

RESOLUTION 24-064

ACCEPTING THE RESIGNATION OF IVAN ESTUPINAN

WHEREAS, the Freeborn County Department of Human Services has the responsibility for providing a quality service with integrity and accountability to the citizens of Freeborn County;

WHEREAS, the Freeborn County Board is the appointing authority for all county employees;

WHEREAS; Ivan Estupinan has been employed with Freeborn County since April 5th, 2021 and is resigning his position effective February 16th, 2024,

NOW, THEREFORE BE IT RESOLVED, to accept the resignation of Ivan Estupinan as a Freeborn County Child Support Officer effective on or about February 16th, 2024.

Resolution was seconded by Commissioner Forman.

After discussion, a vote was taken and the Chair declared the resolution approved.

Commissioner Shoff offered the following resolution:

RESOLUTION 24-065

PERMISSION TO FILL THE FREEBORN COUNTY CHILD SUPPORT OFFICER POSITION

WHEREAS, the Freeborn County employees have the responsibility for providing quality service with integrity and accountability to the citizens of Freeborn County;

WHEREAS, the Freeborn County Board is the appointing authority for all county employees, and;

WHEREAS, Ivan Estupinan, Freeborn County Child Support Officer has resigned his position effective February 16th, 2024;

NOW, THEREFORE BE IT RESOLVED, that the board approves the filling of the vacant Freeborn County Child Support Officer position.

Resolution was seconded by Commissioner Kaasa

After discussion, a vote was taken and the Chair declared the resolution approved.

Commissioner Shoff offered the following resolution:

RESOLUTION 24-066

01	General Fund	\$ 1,166,217.58
03	County Road & Bridge	\$ 246,301.61
05	Human Services	\$ 240,123.04
06	Public Health	\$ 109,218.95
31	Capital Improvement	\$ 273,638.13
40	County Ditch	\$ 64,623.20
70	Trust & Agency	\$ 44,862.98
73	Payroll Clearing Fund	\$ 19,219.03
74	Turtle Creek Watershed	\$ 8,455.00
79	Social Services Collab	\$ 147.90
	FUND TOTALS	\$ 2,171,864.44

Number of Claims not exceeding \$300 – 180

Dollar amount of claims not exceeding \$300 – \$16,582.89

Resolution seconded by Commissioner Kaasa.

After discussion, a vote was taken and the Chair declared the resolution adopted.

Chair, Commissioner Edwin adjourned the meeting at 9:54 a.m. until 8:30 a.m. on Tuesday, February 20th, 2024.

By: _____
Brad Edwin
Chair

Attest: _____
Erin Hornberger
County Clerk

FREEBORN COUNTY MINNESOTA RESOLUTION # 24-XXX
A RESOLUTION GRANTING A CONDITIONAL USE PERMIT TO
KLEMMENSEN GRAIN AND CUSTOM FARMING PURSUANT TO THE
CODE OF ORDINANCES OF FREEBORN COUNTY, MINNESOTA,
CHAPTER 42

WHEREAS, KLEMMENSEN GRAIN AND CUSTOM FARMING applied for a conditional use permit to the Zoning Administrator on 01/09/24 pursuant to the Code of Ordinances of Freeborn County, Minnesota, Chapter 42 (Zoning Ord.) for the establishment of private use grain storage structures and grain storage support buildings located outside of the farmyard, in the "A" Agricultural District, on the following described property owned by, Randy and Linda Tru Klemmensen Living Trust.

"See Exhibit A"

WHEREAS, the County Planning Commission held a public hearing on the application on 02/05/24 in accordance with the Zoning Ord., Art. VIII, Sec. 42-612.

WHEREAS, the County Planning Commission made a decision on the application and forwarded its required findings of fact and recommendations to the Freeborn County Board of Commissioners in the attached report.

BE IT THEREFORE RESOLVED, the Freeborn County Board of Commissioners approves and adopts the findings of fact and recommendations of the County Planning Commission in the attached report,

AND BE IT FURTHER RESOLVED, the application for a conditional use permit by Klemmensen Grain and Custom Farming is hereby granted, subject to the conditions and guarantees required below:

- (1) Site shall be constructed in accordance with the site plan on file in the Environmental Services Office.
- (2) Site shall be constructed in accordance to the provisions set forth in the Freeborn County Code of Ordinances Chapter 42, Article II, Division 2; Section 42-107.
- (3) Site is designated for grain storage and associated storage support. The site shall remain agricultural in nature.
- (4) Owner/Operator shall cooperate with the affected road authorities to upkeep and maintain the roads utilized by the grain storage facility.
- (5) The premises and storage of equipment thereon shall be kept in an orderly and presentable manner.
- (6) The facility may not be extended or expanded without review and approval of the Freeborn County Board of Commissioners.
- (7) The permit may be revoked by the Freeborn County Board of Commissioners at a public hearing to be held after 30 days' notice is given for failure to comply with the provisions of this permit.

BY THE BOARD

Commissioner Brad Edwin, Chairman

Attest:

Ryan Rasmusson, County Administrator

Adopted this 20th day of February, 2024

FREEBORN COUNTY, MINNESOTA
FINDINGS OF FACT

Planning Commission Hearing – 02/05/2024
Board of Commissioner's Meeting – 02/20/2024

Klemmensen Grain and Custom Farming
Private Use Grain Storage Structures and Grain Storage Support Buildings Located Outside of the
Farmyard

- 1.) That the conditional or interim use will not be injurious to the use and enjoyment of other property in the immediate vicinity for the purposes already permitted and not substantially diminish and impair property values within the immediate vicinity.

Finding. The proposed grain storage structures will be set back from the right-of-way and property lines, as mandated in the Freeborn County Zoning Ordinance to protect nearby properties from being affected by the establishment of the given structures. Therefore, the proposed conditional use permit will not be injurious to the use and enjoyment of other property in the immediate vicinity for the purposes already permitted and not substantially diminish and impair property values within the immediate vicinity.

- 2.) That the establishment of the conditional or interim use will not impede the normal and orderly development and improvement of surrounding vacant property for uses predominant to the area.

Finding. The proposal will not impede the normal and orderly development and improvement of the surrounding vacant property for uses predominant to the area as this is an allowed conditional use within the "A" Agricultural District. Additionally, this land use does not intensify the predominant setback requirements for surrounding properties.

- 3.) That adequate utilities, access roads, drainage and other necessary facilities have been or are being provided.

Finding. There is an existing access/driveway off of CSAH 36 at the northeast corner of the property that will be utilized by the applicant for ingress/egress to the proposed facility. Additionally, the applicant will be required to obtain all of the appropriate utility permits.

- 4.) That adequate measures have been or will be taken to provide sufficient off-street parking and loading space to serve the proposed use.

Finding. Off-street parking will not be necessary as there will be no need for daily occupancy. Loading/unloading will be of an agricultural nature and will take place at and within the grain storage facility. During construction, staging will be handled on-site.

- 5.) That adequate measures have been or will be taken to prevent or control offensive odor, fumes, dust, noise and vibration, so that none of these will constitute a nuisance, and to control lighted signs and other lights in such a manner that no disturbance to neighboring properties will result.

Finding. The proposed site, and use, meets the minimum development standards that are set forth in the Freeborn County Code of Ordinance and therefore will not constitute a nuisance to the adjacent landowners. The production of any odor, fumes, noise, vibrations, and dust will be no more than typical for the "A" Agricultural District.

pd.
V
2457

APPLICATION FOR PLANNING COMMISSION

To: Freeborn County Board of Commissioners
Freeborn County Planning Commission

Date: 1-9, 2024

Permit fee required: **\$400.00 (Non-Refundable)**
Make check payable to: **Freeborn County Treasurer**

Name of Firm or Applicant: Klemmensen Grain & Custom Farming

Address: 90494 330th Street

Blooming Prairie MN 55917

Phone Number: 507-456-2003

Property Legal Description: North East corner of, Sect. 01,
TWP-104, Range 019, owned By Randy klemmensen,
Linda Klemmensen Living Trust

Said property being located in a district zoned as AG Present Use AG

(I)(We) hereby request the opportunity to build (1)
150,000 Bushel Grain Bin, (1) 12x24 electrical
control Room, & relocate (2) 10,000 bushel grain
Bins to said property above, widen existing driveway
to meet county standards.

Septic Compliance Completed? Yes N/A


Applicants Signature

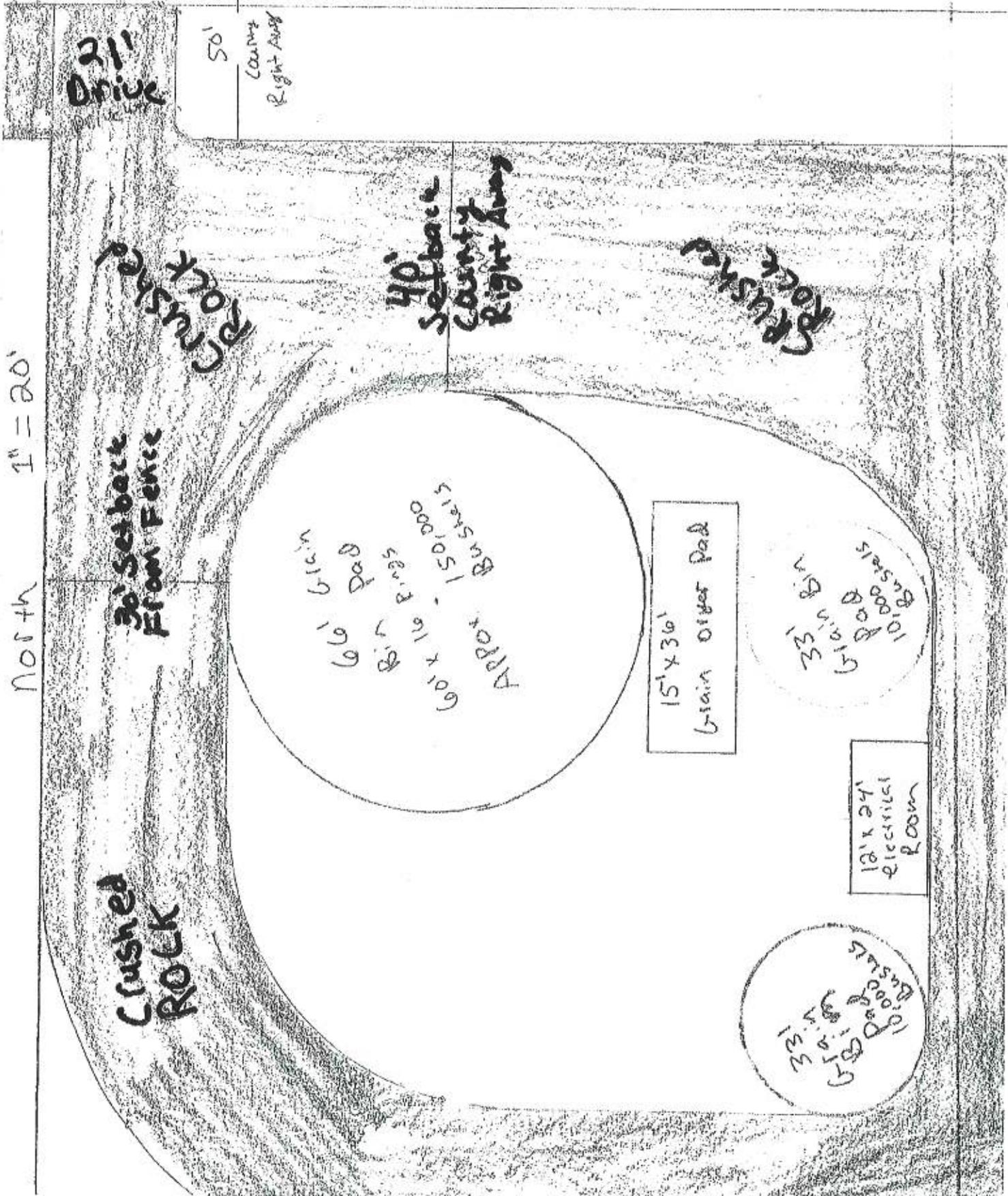
1-9-24
Date

Remarks: _____

Further it is expressly understood that this permit if granted, it shall become invalid if the conditions imposed are not complied with.

Mower/Freeborn County 36

North 1" = 20'



31' Drive

50' County Right of Way

Crushed Rock

40' Setback County Right of Way

Crushed Rock

30' Setback From Fence

60' x 16' Paved Area
Approx 150,000 Bushels

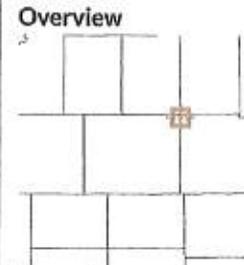
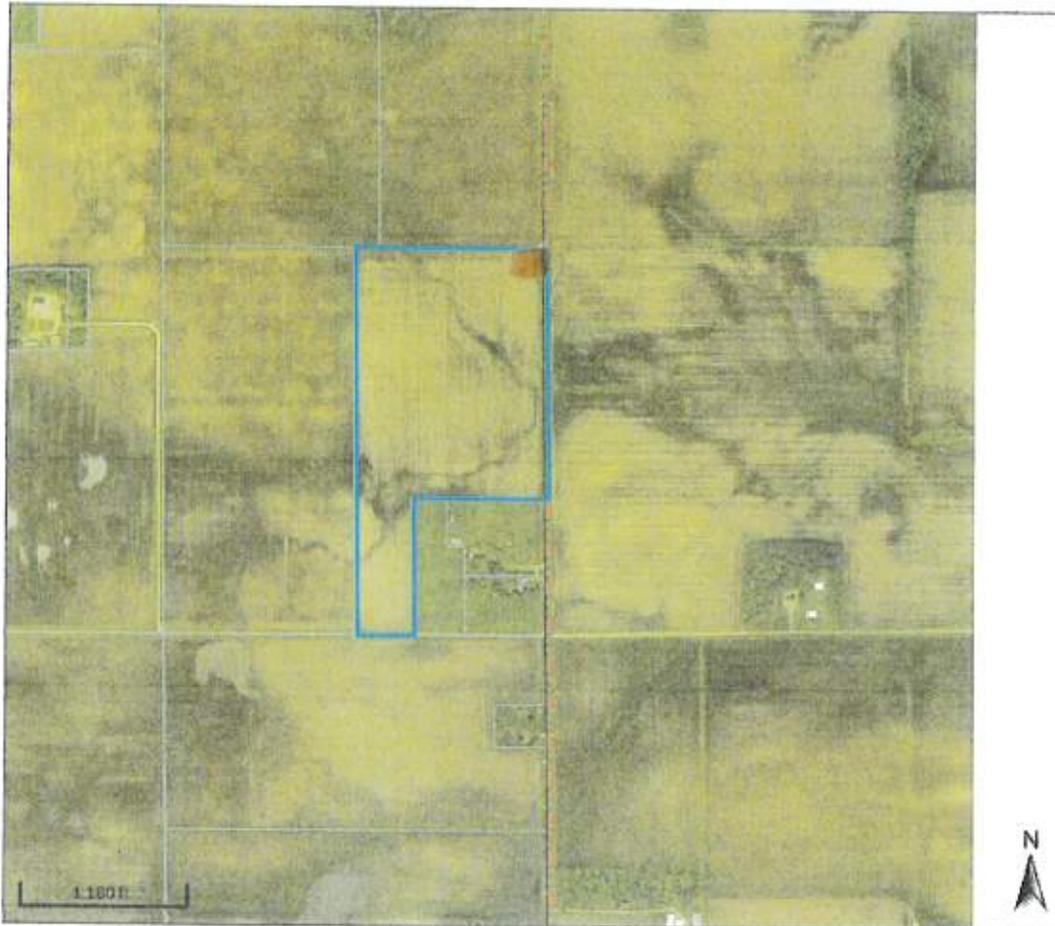
15' x 36' Grain Overlay Pad

10,000 Bushels
33' Grain Bin

18' x 24' Electrical Room

Crushed Rock

10,000 Bushels
33' Grain Bin



- Legend**
-  Parcels
 -  County Limits
 -  Lot Lines-Albert Lea
 -  Townships
- Roads and Highways**
-  2019
 -  2020
 -  2021
 -  2022
- Address Numbers**

Parcel ID	160010062	Alternate ID	n/a	Owner Address	KLEMMENSEN,RANDY & LINDA TRU
Sec/Twp/Rng	01-104-019	Class	105 - (HSTD) ACTIVELY FARMING		KLEMMENSEN LIVING TRUST
Property Address		Acreage	60.04		PO BOX 366
					BLOOMING PRAIRIE, MN 55917
District	NEWRY TWP 756 CRW				
Brief Tax Description	Sect-01 Twp-104 Range-019 60.04 AC E 1/2 SE 1/4 EXC S 937.38 FT OF E 929.39 FT 1-104-19 60.04 ACRES				
	<i>(Note: Not to be used on legal documents)</i>				

Date created: 1/3/2024
 Last Data Uploaded: 1/3/2024 5:00:14 AM

Developed by  Schneider
 GEOSPATIAL



**FREEBORN COUNTY BOARD OF COMMISSIONERS
AGENDA REQUEST**

<input checked="" type="checkbox"/> REGULAR AGENDA <input type="checkbox"/> INFORMATIONAL ONLY DATE OF MEETING: 02/15/2024	ACTION REQUESTED: <input type="checkbox"/> Motion <input checked="" type="checkbox"/> Resolution <input type="checkbox"/> Discussion <input type="checkbox"/> Request Board direction
SUBMITTED BY: Mark Goskeson	DEPARTMENT: Environmental
PRESENTED BY: Mark Goskeson	ESTIMATED TIME NEEDED: 5 minutes
SUMMARY OF ISSUE/TOPIC: Asking for a resolution to grant Helping Hands Junk Removal a Solid Waste Haulers Permit. The application is complete in accordance with Freeborn Counties Solid Waste Ordinance Chapter 32. Freeborn County requires (1)Collection/transportation permit. Any person, firm or corporation that collects mixed municipal solid waste or residential recyclable materials within the county and transports mixed municipal solid waste or residential recyclable materials via highways and roads in the county must annually obtain a collection/transportation permit.	
OPTIONS/ALTERNATIVES/OTHER COMMENTS:	
RECOMMENDED BOARD ACTION(MOTION/RESOLUTION);	
Fiscal Impact: <input type="checkbox"/> COST AMOUNT _____ BUDGETED <input type="checkbox"/> Y <input type="checkbox"/> N MANDATED : <input type="checkbox"/> Y <input type="checkbox"/> N BY WHAT AGENCY: _____	
Other comments:	

FREEBORN COUNTY MINNESOTA RESOLUTION # 24-XXX

A RESOLUTION GRANTING A PERMIT TO HELPING HANDS JUNK REMOVAL LLC FOR THE COLLECTION AND TRANSPORTATION OF SOLID WASTE PURSUANT TO THE CODE OF ORDINANCES OF FREEBORN COUNTY, MINNESOTA, CHAPTER 32

WHEREAS, HELPING HANDS JUNK REMOVAL LLC applied for a Hauler Permit to the Solid Waste Officer on 01/17/24 pursuant to the Code of Ordinances of Freeborn County, Minnesota, Chapter 32 (Solid Waste Ord.).

WHEREAS, the County Solid Waste Officer reviewed and deemed the permit application complete in accordance with the Solid Waste Ord., Art. VIII, Sec. 32-228.

WHEREAS, the County Solid Waste Officer made a decision and forwarded the permit application for a hauler permit to the Freeborn County Board of Commissioners in the attached report.

BE IT THEREFORE RESOLVED, the Freeborn County Board of Commissioners approves the application for a hauler permit,

AND BE IT FURTHER RESOLVED, the application for a permit to collect and transport solid waste by Helping Hands Junk Removal LLC is hereby granted, subject to the conditions and requirements set forth in Chapter 32, Article VIII of the Freeborn County Code of Ordinances:

BY THE BOARD

Commissioner Brad Edwin, Chairman

Attest: _____
County Administrator Ryan Rasmusson

Adopted this 20th day of February, 2024



HAULER

FREEBORN COUNTY PERMIT APPLICATION COLLECTION AND TRANSPORTATION OF SOLID WASTE

1. BUSINESS IDENTIFICATION (Please print or type)

BUSINESS NAME: Helping Hands Junk Removal LLC PHONE: 507-383-6100

LOCATION/ADDRESS
VEHICLE STORAGE: 27463 790th Ave Albert Lea MN ZIP 56007

OWNER: Mark Muehlenberg PHONE: 507-383-6100

ADDRESS: 27463 790th Ave Albert Lea MN ZIP: 56007

Mn Business ID, DEIN or Soc Sec Number _____

2. COLLECTION VEHICLES USED IN FREEBORN COUNTY

MAKE/YEAR VEHICLE	LICENSE NUMBER	PACKER TYPE	CAPACITY CU. YDS.	DATE OF SAFETY INSP.
2020 GMC	KYR264	NA	4 cubic yards	NA
1998 Isuzu NPR	YNG6773	NA	12 cubic yards	NA

3. INCLUDE WITH APPLICATION:

- A. PHOTOCOPY SHOWING CURRENT DRIVER LICENSE
- B. CERTIFICATE (S) OF INSURANCE
- C. MAP OF AREA SERVED (circle area on map, back side of this sheet)
- D. DESTINATION OF TRASH LOADS Central Disposal
- E. TOTAL 2023 MSW TONNAGE : 49.5 TONS
- F. FEE STRUCTURE (example showing volume based fees you use)
- G. APPLICATION FEE = \$100 plus \$20 per truck (ck payable to Freeborn Co. Treasurer)

*

Fees double if not submitted on time)

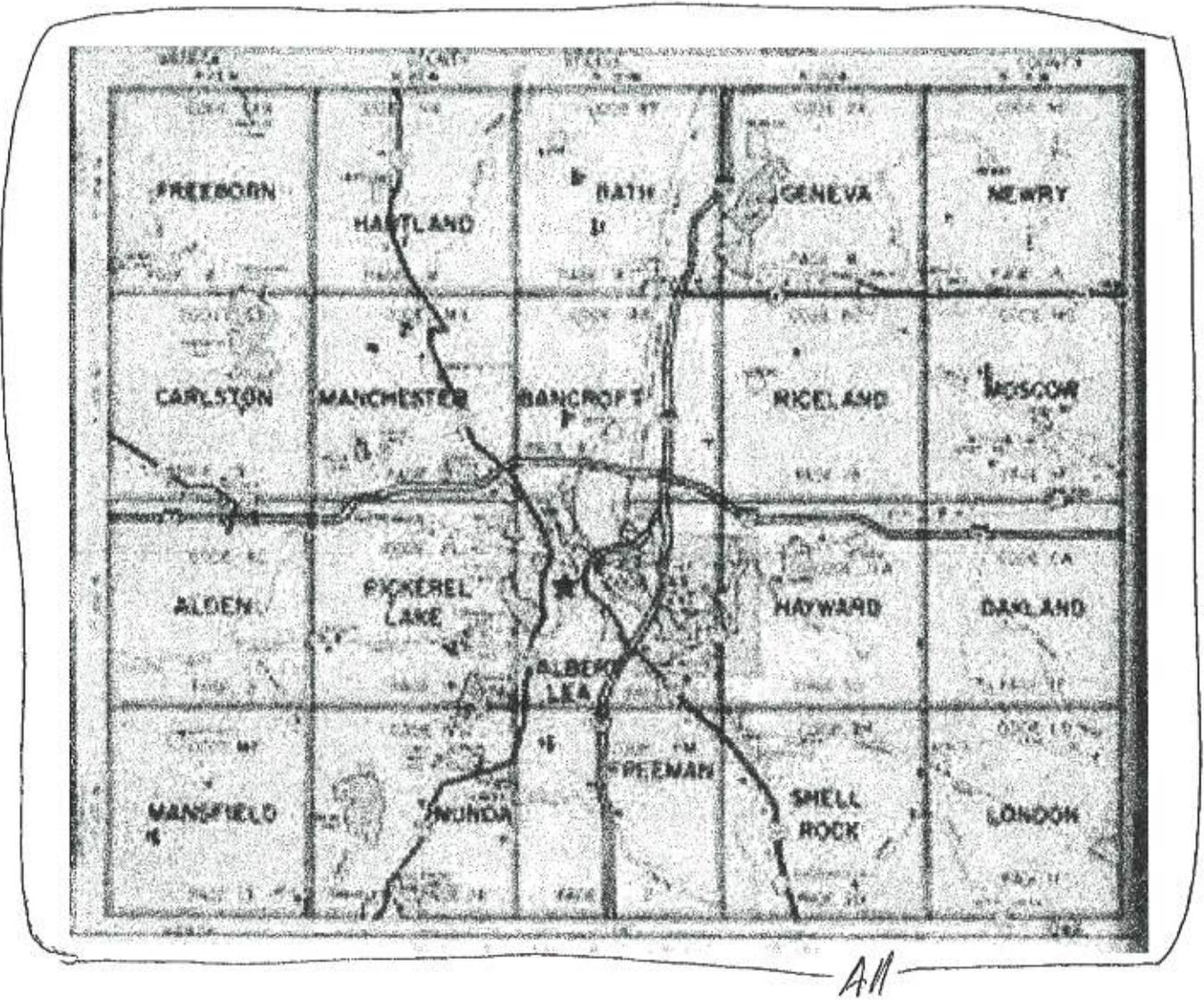
H. EVIDENCE OF COMPLIANCE WORKERS' COMPENSATION INSURANCE COVERAGE

DATED 2-6, 2024 X [Signature]

(APPLICANT SIGNATURE)

Due January 30th
2024

COMPLETED APPLICATION, FEE AND REQUIRED FORMS DUE ON OR BEFORE JANUARY 31, 2024



PLACE AN X ON TOWNSHIPS THAT YOU DO NOT SERVICE.

RECYCLED MATERIALS COLLECTED IN 2022 within Freeborn County

GLASS	PLASTIC	TIN	ALUMINUM	NEWS/OFF	SCRAP IRON
APPLIANCES	CORRUGATED	TIRES	MOTOR OIL	ORGANICS	DEMOLITION



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
04/20/2023

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER AMERICANA INSURANCE GROUP, INC. 1450 W MAIN ST ALBERT LEA, MN 56007		CONTACT NAME: PHONE (A/C No. Ex): 507-377-2000 FAX (A/C No.): 507-377-8409 E-MAIL ADDRESS: INSURER(S) AFFORDING COVERAGE INSURER A: NATIONWIDE BROKERAGE SOLUTIONS INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:	
INSURED HELPING HANDS JUNK REMOVAL LLC MARK MULENBURG 27463 790TH AVE ALBERT LEA MN 56007		NAIC #	

COVERAGES CERTIFICATE NUMBER: 20230420143603769 REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INBR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR	N	N	CPS7774045	04/13/2023	04/13/2024	EACH OCCURRENCE \$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000
	<input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> Hired AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY						MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 Fire Legal Liability \$
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$						<input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE EACH OCCURRENCE \$ AGGREGATE \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N/A				<input type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 104, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER FOR INFORMATION ONLY	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
---	--



Mark Mullenburg - Owner
 helpinghandsjr.com

Helping Hands Junk Removal
 @helpinghandsjunkremoval

MARK MULLENBURG
 HELPING HANDS JUNK REMOVAL
 27463 790TH AVE
 ALBERT LEA, MN 56007

75-838
 919

1013

DATE 2-6-24

PAY TO THE ORDER OF Frederick County Auditor Treasurer \$ 30⁰⁰
Thirty and 00/100
 DOLLARS

← Heat Sensitive Ink

SECURITY BANK MINNESOTA
 407 Hennepin Ave
 Albert Lea, MN 56007
 Ph: 507-383-6100

MEMO Holder Permit

[Signature]

MP

⑆09⑆908399⑆ 48⑆036⑆8⑆ 0⑆0⑆3

100% PAPER MONEY-DEFENDING FEATURES INCLUDING THE SECURITY SQUARE AND HEAT-REACTIVE INK. DETAILS ON BACK.

MARK MULLENBURG
 HELPING HANDS JUNK REMOVAL
 27463 790TH AVE
 ALBERT LEA, MN 56007

75-838
 919

1011

DATE 1-17-24

PAY TO THE ORDER OF Frederick Co. Treasurer \$ 90⁰⁰
Nifty and 00/100
 DOLLARS

← Heat Sensitive Ink

SECURITY BANK MINNESOTA
 407 Hennepin Ave
 Albert Lea, MN 56007
 Ph: 507-383-6100

MEMO Holder's Permit

[Signature]

MP

⑆09⑆908399⑆ 48⑆036⑆8⑆ 0⑆0⑆3

100% PAPER MONEY-DEFENDING FEATURES INCLUDING THE SECURITY SQUARE AND HEAT-REACTIVE INK. DETAILS ON BACK.

ARTICLE VIII. - COLLECTION AND TRANSPORTATION OF SOLID WASTE

Sec. 32-225. - Purpose.

The board has determined that this regulation be adopted to ensure proper waste collection, transportation, and disposal of mixed municipal solid waste and recyclable materials to an agency-approved waste facility; to provide volume or weight based fee structure for collection services. In addition to the provisions of this article, the collection and transportation of the mixed municipal solid waste and recyclable materials shall meet the requirements of Minn. Admin. Rules § 7035.0800.

(Ord. No. 17a, art. 13, § 1, 6-11-2007)

Sec. 32-226. - Jurisdiction.

This article shall apply to all persons seeking to operate a vehicle for transportation and collection of mixed municipal solid waste and recyclable materials in the county. This article does not apply to those who transport materials that have been collected for recycling and are being transported from a permitted recycling facility to a processing facility or market.

(Ord. No. 17a, art. 13, § 2, 6-11-2007)

Sec. 32-227. - Required permit.

A vehicle transporting mixed municipal solid waste or recyclables from a single household or a vehicle hauling mixed municipal solid waste and recyclable materials from outside the county to another place outside of the county is exempt from permit requirements. Vehicles that are transporting only demolition debris are also excluded from the requirements of this section. All other vehicles transporting mixed municipal solid waste and recyclable materials within the county shall possess the following permits:

- (1) *Collection/transportation permit.* Any person, firm or corporation that collects mixed municipal solid waste or residential recyclable materials within the county and transports mixed municipal solid waste or residential recyclable materials via highways and roads in the county must annually obtain a collection/transportation permit.
- (2) *Industrial recycling collection/transportation permit.* Any person, firm or corporation that collects industrial recyclable materials within the county and transports industrial recyclable materials via highways and roads in the county must annually obtain an industrial recycling collection/transportation permit.
- (3) *Permit application.* Application for collection/transportation permits or industrial recycling collection/transportation permits shall be made upon forms provided by the department.
- (4) *Contracts.* Municipalities or townships within the county that contract with mixed municipal solid waste collectors must contract only with a refuse collector who is permitted by the county or that governing municipality. Contracts must also be consistent with the provisions in this article.
- (5) *Permits.* Haulers and industrial recycling haulers permitted by municipalities in the county may submit copies of those municipal permits to the department. Haulers having municipal licenses shall complete the county permit application for permit from the department. Haulers having municipal permits will be exempted from the county permitting fees.

(Ord. No. 17a, art. 13, § 3, 6-11-2007)

Sec. 32-228. - Collection/transportation permit requirements.

- (a) *Submittal.* Persons, firms or corporations intending to collect and transport mixed municipal solid waste or residential recyclables in the county shall submit the following information:
- (1) The name and address of the applicant.
 - (2) A description of each vehicle to be used for collection and transportation of mixed municipal solid waste or residential recyclable materials, including the vehicle identification, make, model, year, the capacity of the body or the capacity and number of rollofs.
 - (3) The date of the last department of transportation safety inspection of the vehicles.
 - (4) The location and address describing the place where the applicant is storing equipment/vehicles.
 - (5) A current copy of certificate of insurance, indicating proper insurance coverage for the period of the permit, including the name of the insurance carrier, its agent, policy number and effective dates.
 - (6) The applicant must present proof of compliance with Minn. Admin. Rules § 7045.0351, applicable to transport of hazardous waste, if the hauler collects and transports those wastes for industry.
 - (7) The applicant shall submit a general description of the service area that the mixed municipal solid waste collection or residential recycling collection vehicles travel during collection and transportation of the mixed municipal solid waste or residential recyclable materials.
 - (8) A copy of the permit or contract issued by the governing body of any municipality to be served.
 - (9) A statement by the applicant that shows that vehicle operators possess proper drivers' licensure.
 - (10) The applicant shall submit an annual report to the department, on or before January 31 of each year, for the previous calendar year, identifying the weight or volume of mixed municipal solid waste or residential recyclables and the destination of the mixed municipal solid waste or residential recyclables collected in the county, and other information as the department may require.
- (b) *Inspection.* The department may inspect and approve any mixed municipal solid waste or residential recyclable material collection and transportation vehicles prior to giving approval.

(Ord. No. 17a, art. 13, § 4, 6-11-2007)

Sec. 32-229. - Industrial recycling collection and transportation permit requirements

- (a) *Submittal.* Persons, firms or corporations intending to collect and transport industrial recyclable materials in the county shall submit the following information:
- (1) The name and address of the applicant.
 - (2) A description of each vehicle to be used for collection and transportation of industrial recyclables, including the vehicle identification, make, model, year, the capacity of the body or the capacity and number of rollofs.
 - (3) The date of the last department of transportation safety inspection of the vehicles.
 - (4) The location and address describing the place where the applicant is storing equipment/vehicles.
 - (5) Current copy of certificate of insurance, indicating proper insurance coverage for the period of the permit, including the name of the insurance carrier, its agent, policy number and effective dates.
 - (6) The applicant shall submit a general description of the service area where industrial recyclable material collection occurs and where transportation vehicles travel during the collection of the industrial recyclables.
 - (7) A statement by the applicant that shows that vehicle operators possess proper drivers' licensure.

- (8) The applicant shall submit an annual report to the department, on or before January 31 of each year, for the previous calendar year, identifying the weight or volume of industrial recyclables and the destination of the recyclables collected in the county, and other information as the department may require.
- (b) *Inspection.* The department may inspect and approve any industrial recyclable material transportation vehicle prior to giving approval.

(Ord. No. 17a, art. 13, § 5, 6-11-2007)

Sec. 32-230. - Applicant review.

After receiving a complete application, the department shall submit the application to the board at the earliest convenient time and the board shall have 30 days to either grant or deny the permit. If an applicant is not granted a permit, he shall be notified in writing of the reasons therefor. A denial shall be without prejudice to the applicant's right to file a further application. Submission of false information may constitute ground for denying a permit or permit renewal, or suspension by revocation of an issued permit.

(Ord. No. 17a, art. 13, § 6, 6-11-2007)

Sec. 32-231. - Operation and maintenance requirements.

- (a) *Equipment requirements.* All mixed municipal solid waste and recyclable material collection and transportation vehicles shall be easily cleanable, leakproof and be covered metal, wooden, canvas or fishnet type material made for this purpose.
- (b) *Maintenance.* The permittee shall maintain all mixed municipal solid waste and recyclable material collection and transportation vehicles in a safe and sanitary manner and provide brooms and shovels on each vehicle for the purpose of cleaning spilled material. All safety equipment, including, but not limited to, horns, lights and reflectors, shall be operable.
- (c) *Protection of private property.* The permittee shall take reasonable care to protect the property of customers being served. The permittee shall be responsible for any damage or spillage of mixed municipal solid waste as a result of his action.
- (d) *Smoking, smoldering, or burning waste.* The permittee shall not collect and transport waste materials that are smoking, smoldering, or burning.
- (e) *Dumping in an emergency.* The permittee shall be responsible for the cleanup of any waste that must be dumped in an emergency. The operator of the vehicle shall immediately notify the department and the appropriate law enforcement agency and emergency service of the dumping and clean the area with a time limit set by the department.
- (f) *Storage of solid waste.* Mixed municipal solid waste or recyclable materials shall not be allowed to remain or be stored in any collection or transportation vehicle in excess of 48 hours, except in the event of an emergency.

(Ord. No. 17a, art. 13, § 7, 6-11-2007)

Sec. 32-232. - Volume- or weight-based fees.

- (a) In accordance with M.S.A. § 115a.93, all fees for the collection of mixed municipal solid waste assessed by collectors operating within the county shall be based on either a volume- or weight-based system. For volume- or weight-based fees, the fee shall increase with the volume or weight of the waste collected. These fees shall be implemented no later than January 1, 1993, for municipalities and unincorporated areas of the county.

- (b) A pricing system based on volume instead of weight shall have a base unit size of 30 to 33 gallons for mixed municipal solid waste collected from households; mixed municipal solid waste collected from industrial collection may have a larger base unit size. The permittee shall establish a multiple unit pricing system that ensures the amounts of waste generated in excess of the base unit amount are priced higher than the base unit price. The permittee shall submit fee schedules to the department for review to ensure compliance with this article.
- (c) A municipality or township that collects charges for mixed municipal solid waste collection directly from waste generators shall implement charges consistent with subsection (b) of this section.
- (d) For the purpose of this section, farms are to be considered households for purposes of fee calculation.

(Ord. No. 17a, art. 13, § 8, 6-11-2007)

Sec. 32-233. - Fee establishment.

The board shall establish by resolution the permit fee structure for licensing of the transportation and collection of mixed municipal solid waste, residential recyclable materials and industrial recycling collection in the county.

(Ord. No. 17a, art. 13, § 9, 6-11-2007)

Secs. 32-234—32-259. - Reserved.

RESOLUTION 24-XXX

BE IT RESOLVED, that Freeborn County grants tobacco licenses to the following applicants:

Hollandale Three in One Bar & Restaurant, Hollandale
Staples Enterprises, Inc, d/b/a ExpressWay-Alden, Alden
GB&G, d/b/a Geneva Bar & Grill Geneva
Freeborn County Co-op Oil, Inc. Alden
United Fuels Midwest LLC d/b/a Woah-n-Go Speedway Manchester Township
Dhillon Enterprise, LLC d/b/a Clarks Grove Market Clarks Grove

I hereby certify that the above is a true and correct copy of a resolution approved by the Freeborn County Board of Commissioners at their session on the 20th day of February, 2024 and as appears on the Minutes of their record of proceedings.

Ryan Rasmusson
Administrator/Clerk
County of Freeborn
State of Minnesota

kdh



**FREEBORN COUNTY BOARD OF COMMISSIONERS
AGENDA REQUEST**

<input checked="" type="checkbox"/> REGULAR AGENDA <input type="checkbox"/> INFORMATIONAL ONLY DATE OF MEETING: 2.20.24	ACTION REQUESTED: <input type="checkbox"/> Motion <input checked="" type="checkbox"/> Resolution <input type="checkbox"/> Discussion <input type="checkbox"/> Request Board direction
SUBMITTED BY: Ryan Shea	DEPARTMENT: Sheriff's Office
PRESENTED BY: Ryan Shea	ESTIMATED TIME NEEDED: 1-2 minutes
SUMMARY OF ISSUE/TOPIC: Consider a resolution to accept a grant for \$7,500 from USPCA K-9 Reunite to be used for the K-9 Program.	
OPTIONS/ALTERNATIVES/OTHER COMMENTS:	
RECOMMENDED BOARD ACTION(MOTION/RESOLUTION); Resolution	
Fiscal Impact: <input type="checkbox"/> COST AMOUNT _____ BUDGETED <input type="checkbox"/> Y <input type="checkbox"/> N MANDATED : <input type="checkbox"/> Y <input type="checkbox"/> N BY WHAT AGENCY: _____	
RESPONSIBLE PARTY FOR CONTRACT SIGNATURES: DEPT. HEAD/PRESENTER _____ ADMIN _____	

FREEBORN COUNTY MINNESOTA RESOLUTION # 24-XXX

A RESOLUTION to accept a grant of \$7500 from USPCA K-9 Reunite to be used for the K-9 Program.

WHEREAS, Minnesota State Statute 465.03 allows for counties to accept donations and grants through resolution by the board.

WHEREAS, Freeborn County Sheriff's Office Chief Deputy Tim Bennett applied for and received a grant for \$7500 from USPCA K-9 Reunite.

WHEREAS, the Freeborn County Sheriff's Office has a K-9 program and recently received its newest service dog.

WHEREAS, the grant monies are to be used for Law Enforcement K-9 programs.

BE IT THEREFORE RESOLVED, that Freeborn County, by and through its Board of Commissioners, accepts the grant of \$7500 from USPCA K-9 Reunite to be deposited into 01-202-000-0000-5752 to be utilized for the Freeborn County Sheriff's Office K-9 program.

BY THE BOARD

Commissioner Brad Edwin, Chairman

Attest: _____

County Clerk Erin Hornberger

Adopted this _____ day of _____, 2024





**FREEBORN COUNTY BOARD OF COMMISSIONERS
AGENDA REQUEST**

<input checked="" type="checkbox"/> REGULAR AGENDA <input type="checkbox"/> INFORMATIONAL ONLY DATE OF MEETING: 02/20/2024	ACTION REQUESTED: <input type="checkbox"/> Motion <input checked="" type="checkbox"/> Resolution <input type="checkbox"/> Discussion <input type="checkbox"/> Request Board direction
SUBMITTED BY: Suzi Nerison	DEPARTMENT: Human Services
PRESENTED BY: Suzi Nerison	ESTIMATED TIME NEEDED: 5 minutes
SUMMARY OF ISSUE/TOPIC: <p>The Minnesota State Department of Human Services requires an Interagency Cooperative Agreement to be renewed every two years with each Human Services entity within the State in order to receive reimbursement for provision of Child Support Services. The Agreement outlines Federal, State, and County responsibilities related to child support services, establishment of paternity, collection of child support monies, protection of data and tax information, and audit procedures.</p> <p>The Child Support Cooperative Arrangement with the Freeborn County Department of Human Services, County Sheriff and County Attorney outlines applicable laws, duties, standards of performance, and reimbursement terms and procedures, specific to service regarding child support services and is an attachment to the State Agreement. This includes reimbursement of services provided by the County Sheriff and County Attorney by the Human Services Department for the purposes of Child Support.</p> <p>Requesting a resolution approving the 2024-2025 State of Minnesota - County Child Support Program Interagency Cooperative Agreement and authorizing the Freeborn County Department of Human Services Director to execute the Cooperative Arrangement and Attachments.</p>	
OPTIONS/ALTERNATIVES/OTHER COMMENTS:	
RECOMMENDED BOARD ACTION(MOTION/RESOLUTION); Resolution approving State/County Child Support Agreement and authorizing DHS Director to execute the Cooperative Agreement & Attachments.	
Fiscal Impact: <input type="checkbox"/> COST AMOUNT _____ BUDGETED <input checked="" type="checkbox"/> Y <input type="checkbox"/> N MANDATED : <input checked="" type="checkbox"/> Y <input type="checkbox"/> N BY WHAT AGENCY: <u>DHS / MN Statute</u>	
Other comments: Co. Atty 2024: \$7,725, 2025: \$7,7950 / Sheriff 2024: \$6,785, 2025: \$6,985	

Freeborn County Board of Commissioners

RESOLUTION 24-XXX

Resolution to approve the State of Minnesota – County Child Support Program Interagency Cooperative Agreement for Calendar Years 2024-2025

WHEREAS, Minnesota Statute names the County Agency as responsible for local operation of child support services; and

WHEREAS, The Minnesota State Department of Human Services requires an Interagency Cooperative Agreement to be renewed every two years with each Human Services entity within the State in order to receive reimbursement for provision of Child Support Services; and

WHEREAS, Freeborn County and the State of Minnesota are empowered to enter into interagency agreements in order to administer child support services, utilizing state and federal funds; and

WHEREAS, the Freeborn County Department of Human Services requires the assistance of the County Attorney's Office and the Sheriff's Office in order to fully provide child support services; and

WHEREAS, the above-referenced entities are empowered to enter into cooperative arrangements for the provision of services to the public; therefore

BE IT RESOLVED, that the CY 2024-2025 STATE OF MINNESOTA-COUNTY CHILD SUPPORT PROGRAM INTERAGENCY COOPERATIVE AGREEMENT be approved and the Freeborn County Department of Human Services Director have the authority to execute required Cooperative Arrangements and Attachments to the Agreement in order to carry out the provision of the Child Support Program in Freeborn County.

* * * * *

I hereby certify that the above is a true and correct copy of a resolution adopted by the Freeborn County Board of Commissioners at their session on the 20th day of February, 2024, and as it appears on the Minutes of their record of proceedings.

Ryan Rasmusson
Administrator
County of Freeborn
State of Minnesota

State of Minnesota – County
Child Support Program
Interagency Cooperative Agreement

CY 2024-2025

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

The Minnesota Department of Human Services, Child Support Division

and

FREEBORN

County

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

The Minnesota Department of Human Services, Child Support Division

And

FREEBORN County

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

RECITALS

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

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

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

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

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

COOPERATIVE AGREEMENT

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

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

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

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

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

2.1 Contact Information for Cooperative Agreement Managers.

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

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

SUZANNE NERISON

(507) 377-5401

suzanne.nerison@co.freeborn.mn.us

Freeborn County Dept of Human Services, 203 West Clark Street, PO Box 1246, Albert Lea, MN 56007

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

- 3.5 Purchase of Services Agreements.** As necessary, enter into agreements to purchase services to the extent that payment for such services does not exceed the amount reasonable and necessary to assure the quality of such services. The COUNTY must fully document in the COUNTY records its determination that the amounts are reasonable and necessary. The COUNTY must require debarment certification from contractors who do or may receive federal funds, pursuant to the requirements of section 12.3 below. STATE supervision of purchase of service agreements is limited to those for which FFP is available under the IV-D regulations.
- 3.6 Notification of Appeals.** With the County Attorney, notify the CSD Division Deputy Director within seven (7) business days of any IV-D case that is appealed to the Minnesota Court of Appeals, the Minnesota Supreme Court, or federal court by either one of the child support case participants or the COUNTY. The STATE will review the appeal and consult with the County Attorney and the Office of the Attorney General as necessary.

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

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

- 3.11.3 Authorized Access to Automation Equipment.** Ensure that all automation equipment connected to the State of Minnesota computer reporting network is not accessible to persons other than those authorized by the COUNTY Security Officer for purposes of program administration and shall specifically limit such access in each Cooperative Arrangement.
- 3.12 Cost-Sharing Allocation Plan.** Reimburse the STATE under an approved cost-sharing allocation plan if automation equipment, software, or services are used for any purpose or program other than child support or program administration.
- 3.13 Maintain PRISM Financial Records.** Be responsible to maintain and update PRISM financial information including the following:

 - 3.13.1 Enter Court Order and Balance Information.** Enter court order and account balance information in a timely manner and make appropriate adjusting entries as necessary, to ensure distribution and allocation of payments pursuant to the state statute and federal distribution hierarchy.
 - 3.13.2 Receipt and Disbursement (R&D) Adjustments.** Perform adjustments to receipt and disbursement amounts in accordance with the STATE's policies and procedures.
- 3.14 Failure to Maintain PRISM Financial Records.** Be responsible for court-ordered reimbursement to case participants when the reimbursement is caused by the failure of the COUNTY to maintain proper PRISM financial records.
- 3.15 Reimbursement for Failure to Follow Policy and Instructions.** Be responsible for reimbursement to case participants when the reimbursement is caused by the failure of the COUNTY to follow state and federal laws, Department of Human Services written policy directives, program instructions, or published IV-D directives that are appropriately and timely communicated to the COUNTY by the STATE or in the case of worker error. In the event of a dispute, the COUNTY may follow the procedures under Section 11.
- 3.16 Collections, Receipts, and Disbursements.** Pursuant to program instructions, (1) redirect all child support payments to the CSPC; and (2) forward any child support or other support related payments received by the COUNTY to the CSPC for receipting into PRISM within 24 hours.
- 3.17 Records Maintenance.** Maintain such records, case files, reports, evaluations, documents and accounting procedures and practices that the STATE specifies as necessary for STATE monitoring and auditing. Maintenance of such records, irrespective of the reporting requirements, is subject to STATE records retention schedules or directives allowing destruction of records. The COUNTY shall furnish such reports and documents to the STATE in the format and according to the schedules, as the STATE requires. The COUNTY must ensure that these reports comply with STATE reporting instructions. The STATE shall evaluate and monitor

compliance with reporting instructions.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

3.20.2 Criminal/Civil Sanctions:

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

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

- (2) Each officer or employee of the COUNTY to whom federal tax returns or return information is disclosed or may be disclosed shall be notified in writing by the COUNTY that any federal tax return or return information made available in any format shall be used only for the purpose of carrying out the provisions of this Cooperative Agreement. Information contained in such material shall be treated as confidential and shall not be divulged or made known in any manner to any person except as may be necessary in the performance of the Cooperative Agreement. Inspection by or disclosure to anyone without an official need to know constitutes a criminal misdemeanor punishable upon conviction by a fine of as much as \$1,000 or imprisonment for as long as 1 year, or both, together with the costs of prosecution. The COUNTY shall also notify each such officer and employee that any such unauthorized inspection or disclosure of returns or return information may also result in an award of civil damages against the officer or employee in an amount equal to the sum of the greater of \$1,000 for each act of unauthorized inspection or disclosure with respect to which such defendant is found liable or the sum of the actual damages sustained by the plaintiff as a result of such unauthorized inspection or disclosure plus in the case of a willful inspection or disclosure which is the result of gross negligence, punitive damages, plus the costs of the action. These penalties are prescribed by Internal Revenue Code sections 7213A and 7431.
- (3) Additionally, it is incumbent upon the COUNTY to inform its officers and employees of the penalties for improper disclosure imposed by the Privacy Act of 1974, 5 U.S.C. section 552a. Specifically, 5 U.S.C., section 552a(i)(1), which is made applicable to COUNTY by 5 U.S.C., section 552a(m)(1), provides that any officer or employee of a COUNTY, who by virtue of his/her employment or official position, has possession of or access to agency records which contain individually identifiable information, the disclosure of which is prohibited by the Privacy Act or regulations established hereunder, and who knowing that disclosure of the specific material is prohibited, willfully discloses the material in any manner to any person or agency not entitled to receive it, shall be guilty of a misdemeanor and fined not more than \$5,000.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

5. Procurement.

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

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

6. Allocations.

- 6.1 **Standards of Performance and Performance Based Allocation.** The STATE shall specify standards of performance and budget an allocation to the COUNTY as its proportionate share of dollars for performance-based funding. The STATE shall distribute the available incentive funding to counties under Minnesota Statutes, sections 518A.51 and 256.979, subdivision 11.
- 6.2 **COUNTY Contribution.** The COUNTY agrees that performance incentives allocated to the COUNTY must be used to supplement and not supplant other funds used to carry out the child support program. The COUNTY shall maintain a minimum county contribution from local budget resources. The minimum COUNTY contribution level for each year is computed with federal fiscal year 1998 as the base year. Under 45 C.F.R., section 305.35, a base amount of spending is determined by subtracting the

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

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

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

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

7. **Funding.** The COUNTY agrees that the obligations of the STATE under this Cooperative Agreement are limited by and contingent upon state and federal legislative authorization and budget appropriations. If, during the term of this Cooperative Agreement, the budget appropriations which fund the STATE, the COUNTY, and services under this Cooperative Agreement are not made, are repealed, or reduced by actions of the Legislature, Congress, or otherwise, the STATE's and the COUNTY's obligations under this Cooperative Agreement will be reduced, suspended, or cancelled, as deemed appropriate at the STATE's sole discretion.
8. **Federal Reimbursement.** The STATE shall reimburse the COUNTY for the functions it performs and services it provides or purchases as set forth in Section 3. Payments by the STATE under this Cooperative Agreement are contingent upon:

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

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

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

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

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

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

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

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

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

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

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

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

approves an extension.

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

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

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

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

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

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

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

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

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

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

- 9.3 Records Availability.** All records maintained by the COUNTY pursuant to this Cooperative Agreement shall be available to the STATE on request and with adequate notice for inspection, examination, or audit. Except when the STATE determines that unusual or exigent circumstances exist, the STATE will give the COUNTY at least five (5) business days written notice, unless the COUNTY consents to a shorter timeframe. The STATE shall monitor its request for reports and evaluations to eliminate present and prevent future duplicate requests being sent to the COUNTY.
- 9.4 Federal or State Authority to Review Documents.** Notwithstanding the above, nothing in this Cooperative Agreement shall be construed to limit, modify or extinguish any federal or state legal authority to inspect, audit or have access to any records, financial statements or other reports maintained by the COUNTY or to modify or limit the COUNTY's legal obligation to maintain any record or report required by state or federal statutes, rules or regulations.
- 9.5 Records Security and Access.** Access to and confidentiality of all records and reports shall be maintained in compliance with the applicable federal and state laws, including Minnesota Statutes, chapter 13. Each party is responsible for compliance with state and federal data privacy laws and agreements.

10. Annual Audit.

- 10.1 Compliance with Single Audit Act.** All sub-recipients receiving \$500,000 or more of federal assistance in a fiscal year will obtain a financial and compliance audit made in accordance with the Single Audit Act, Office of Budget and Management (OMB) Circular A-133. The COUNTY certifies it will comply with the Single Audit Act, OMB Circular A-133, if applicable. Failure to comply with these requirements could result in forfeiture of federal funds.
- 10.2 State Audits.** Under Minnesota Statutes, section 16C.05, subdivision 5, the books, records, documents, and accounting procedures and practices of the COUNTY and its employees, agents, or subcontractors relevant to this contract will be made available and subject to examination by the STATE, including the contracting Agency/Division, Legislative Auditor, and State Auditor for a minimum of six years from the end of this contract.
- 10.3 Audit Disallowance.**
- 10.3.1 The COUNTY's Liability.** The COUNTY shall be liable for the entire amount of the audit adjustment attributed directly to the COUNTY. If the STATE receives a federal audit adjustment based on a statewide random sample, the actual amount of

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

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

10.4 Audit Adjustments

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

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

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

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

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

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

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

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

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

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

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

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

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

12. General Provisions.

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

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

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

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

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

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

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

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

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

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

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

12.4 Provisions of Services and Programs.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

COUNTY NAME: FREEBORN

NOTE: Date Stamp is included in Electronic Signature.

SIGNATURE of Person Authorized to Execute Agreement on Behalf of County

Brad Edwin

Printed Name

Board Chair

Title

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

Suzanne Nerison

Printed Name

Human Services Director

Title

MINNESOTA DEPARTMENT OF HUMAN SERVICES:

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

Michele M. Schreifels

Printed Name

CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements

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

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

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

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

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

By _____
(Signature of Official Authorized to Sign Application)

Suzanne Nerison

Human Services Director

Print Name

Title

For: FREEBORN
Name of Provider County

Freeborn County Child Support

Title of County Program

DISCLOSURE OF LOBBYING ACTIVITIES

Approved by OMB
0348-0046
(Reproduced by DCF)

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 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 type="checkbox"/> a. initial filing <input type="checkbox"/> b. material change</p> <p>For Material Change Only: 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 type="checkbox"/> Prime <input type="checkbox"/> Subawardee Tier <input type="text"/> if known: 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"/> <input type="text"/> 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>	<div style="border: 1px solid black; height: 50px; width: 100%;"></div>	
<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>Date: <input type="text"/></p>	

DISCLOSURE OF LOBBYING ACTIVITIES
CONTINUATION SHEET

0348-0046
(cont.)

Reporting Entity: Page of

INSTRUCTIONS FOR COMPLETION OF SF-LLL DISCLOSURE OF LOBBYING ACTIVITIES

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

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action.
2. Identify the status of the covered Federal action.
3. Identify the appropriate classification of this report. If this is a follow-up report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.
4. Enter the full name, address, city, state and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be, a prime or subaward recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the 1st tier. Subawards include but are not limit to subcontracts, subgrants ad 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 2024-2025 IV-D CHILD SUPPORT COOPERATIVE ARRANGEMENT

WITH

Freeborn County

OFFICES OF HUMAN SERVICES,

COUNTY SHERIFF and COUNTY ATTORNEY

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

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

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

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

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

1. Policy Dispute

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

a. CARC Review

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

b. Procedure

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

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

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

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

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

II. Information Privacy

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

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

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

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

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

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

F. *Family Violence Indicator.*

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

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

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

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

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

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

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

III. PROVISION OF LEGAL SERVICES

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

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

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

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

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

6. With the COUNTY, notify the CSD Division Deputy Director within seven (7) calendar days of any IV-D case that is appealed to the Minnesota Court of Appeals, the Minnesota Supreme Court, or federal court by either one of the case parties or the COUNTY. The STATE will review the appeal and consult with the County Attorney and the Office of the Attorney General as necessary.
 7. In coordination with the COUNTY, report to the CSD Division Deputy Director within seven (7) calendar days of becoming aware of any child support judgments that call into question the constitutionality or enforceability of child support statutes or program instructions.
 8. Retain records and make reports to the COUNTY, DHS, the court and law enforcement agencies as required by federal regulations and state policies for the effective and efficient administration of the IV-D Program.
 9. Fully cooperate with the COUNTY and DHS with respect to the monitoring and evaluating activities pertaining to this Cooperative Arrangement.
 10. Dedicate the necessary staff and equipment necessary to meet the performance standards set forth below.
 11. Determine whether handling any particular case would constitute a conflict of interest or otherwise be professionally improper. If so, the County Attorney may select another attorney to handle the case at the same compensation rate as provided in this Cooperative Arrangement. The County Attorney shall require and ensure that the other attorney complies with the terms and conditions of this agreement.
 12. Sign off, along with the COUNTY, on any corrective action plans developed as a result of deficiencies noted during a county review.
 13. Prepare pleadings, including summons, petitions, orders to show cause, motions, and other necessary legal documents. Utilize relevant PRISM documents as consistent with eFiling and eService requirements. Draft interim orders. Prepare court orders, temporary orders, and judgments as necessary.
 14. Cooperate with county, tribal, and state-operated economic support agencies, and all other agencies managing or operating federal or state programs, in administering the requirements of the IV-D Program.
 15. Attend, if available, relevant training sessions provided by the COUNTY or the STATE.
 16. Meet with the COUNTY Child Support Deputy Director as requested regarding policy and procedural issues.
- C. **County Attorney Performance Standards.** The County Attorney shall:
1. In recognition of the Family Support Act of 1988, Public Law 100-485, and the requirements of the Personal Responsibility and Work Opportunity Reconciliation Act of 1996, Public Law 104-193, the COUNTY and County Attorney will collaborate to meet the federally determined time limits for services as set forth by federal law and in accordance with Minnesota law, regulations, and policy. The federal time limits (including, but not limited to, those found at 45 C.F.R., sections 303.2 through 303.11; 303.30 through 303.31; 303.72; 303.100 through 303.102;

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

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

- D. **Reimbursement to the County Attorney.** Reimbursement to the County Attorney shall be for the actual cost of providing services to the COUNTY incurred by the County Attorney's office. Payments claimed and paid shall be consistent with the requirements and prohibitions set out in Minnesota Statutes, chapter 388.

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

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

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

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

Reimbursement Estimate to the County Attorney:

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

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

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

2024: total estimated cost of

2025: total estimated cost of

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.

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

E. *Reimbursement Terms to the County Attorney.*

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

IV. PROVISION OF SERVICES BY THE COUNTY SHERIFF

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

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

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

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

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

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

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

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

D. *Reimbursement to the County Sheriff.*

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

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

Reimbursement Estimate to the County Sheriff:

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

\$ 5,150

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

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

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

2024: total estimated cost of \$ 6,785

2025: total estimated cost of \$ 6,985

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.

There continues to be an increase in service as the Court catches up with IV-D cases following Covid. Also, after clarification of "process servers" relationship with MN DHS, we have a need to rely solely on our law enforcement partners for service.

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.

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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:

Freeborn County

COUNTY NAME

NOTE: Date Stamp is included in Electronic Signature.

SIGNATURE of Person Authorized to Execute Arrangement on Behalf of County

Suzanne Nerison

Printed Name

Human Services Director

Title

County Attorney Signature
(REQUIRED ON ALL ARRANGEMENTS)

David Walker

Printed Name

County Sheriff Signature
(REQUIRED ON ALL ARRANGEMENTS)

Ryan Shae

Printed Name

Approved By:

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

Michele M. Schreifels

Printed Name



FREEBORN COUNTY BOARD OF COMMISSIONERS AGENDA REQUEST

<input checked="" type="checkbox"/> REGULAR AGENDA <input type="checkbox"/> INFORMATIONAL ONLY DATE OF MEETING: 2.20.24	ACTION REQUESTED: <input type="checkbox"/> Motion <input checked="" type="checkbox"/> Resolution <input type="checkbox"/> Discussion <input type="checkbox"/> Request Board direction
SUBMITTED BY: Erin Hornberger	DEPARTMENT: Personnel
PRESENTED BY: Erin Hornberger	ESTIMATED TIME NEEDED:
SUMMARY OF ISSUE/TOPIC: Rebecca Gullickson has been employed as a CPCW – Social Worker / Case Manager since December 13 th , 2018. She is being promoted to a Family Therapist effective March 4 th , 2024. I am asking for a resolution to fill the vacant CPCW Social Worker / Case Manager position.	
OPTIONS/ALTERNATIVES/OTHER COMMENTS:	
RECOMMENDED BOARD ACTION(MOTION/RESOLUTION); Resolution to fill the vacant CPCW – Social Worker / Case Manager position .	
Fiscal Impact: <input type="checkbox"/> COST AMOUNT _____ BUDGETED <input checked="" type="checkbox"/> Y <input type="checkbox"/> N	
MANDATED : <input type="checkbox"/> Y <input type="checkbox"/> N BY WHAT AGENCY: _____	
Other comments:	

RESOLUTION 24-XXX

**PERMISSION TO FILL THE FREEBORN COUNTY
CPCW – SOCIAL WORKER / CASE MANAGER POSITION**

WHEREAS, the Freeborn County employees have the responsibility for providing quality service with integrity and accountability to the citizens of Freeborn County;

WHEREAS, the Freeborn County Board is the appointing authority for all county employees, and;

WHEREAS, Becky Gullickson, Freeborn County CPCW – Social Worker / Case Manager has been promoted to a Family Therapist effective March 4th, 2024;

NOW, THEREFORE BE IT RESOLVED, that the board approves the filling of the vacant Freeborn County CPCW – Social Worker / Case Manager position.

I hereby certify that the above is a true and correct copy of a resolution adopted by the Freeborn County Board of Commissioners at their session on the 20th of March, 2024, and as it appears on the Minutes of their record of proceedings.

County Administrator/Clerk
County of Freeborn
State of Minnesota



FREEBORN COUNTY BOARD OF COMMISSIONERS AGENDA REQUEST

<input checked="" type="checkbox"/> REGULAR AGENDA <input type="checkbox"/> INFORMATIONAL ONLY DATE OF MEETING: 2.20.2024	ACTION REQUESTED: <input type="checkbox"/> Motion <input type="checkbox"/> Discussion <input checked="" type="checkbox"/> Resolution <input type="checkbox"/> Request Board direction
SUBMITTED BY: Ryan Rasmusson	DEPARTMENT: Admin
PRESENTED BY: Ryan Rasmusson	ESTIMATED TIME NEEDED: 5 minutes
SUMMARY OF ISSUE/TOPIC: The board should appoint a commissioner to the Opioid Advisory Committee. Commissioner Kaasa has expressed her interest in being on this committee. I am looking for a resolution to appoint a commissioner to this committee.	
OPTIONS/ALTERNATIVES/OTHER COMMENTS: None	
RECOMMENDED BOARD ACTION (MOTION/RESOLUTION): Approve resolution appoint County Commissioner to the Opioid Advisory Committee	
Fiscal Impact: <input type="checkbox"/> COST AMOUNT _____ BUDGETED <input type="checkbox"/> Y <input type="checkbox"/> N MANDATED: <input type="checkbox"/> Y <input type="checkbox"/> N BY WHAT AGENCY: _____	
Other comments: 	

**RESOLUTION NO. 24-XXX
BOARD APPOINTMENT TO THE OPIOID ADVISORY COMMITTEE**

WHEREAS, each year the Freeborn County Board of Commissioners must decide which of its members represents them on its various committees and to those organizations which require or desire their participation; and

WHEREAS, the Rules of Procedure of the Freeborn County Board of Commissioners establishes several standing committees as well as the process for the establishment of temporary committee assignments;

NOW, THEREFORE, BE IT RESOLVED, that the Freeborn County Board of Commissioners does hereby appoint Commissioner _____ to the Opioid Advisory Committee until such assignment is changed by a subsequent action of this Board of Commissioners.

I hereby certify that the above is a true and correct copy of a resolution adopted by the Freeborn County Board of Commissioners at their session on the 20th day of February, 2024, and as it appears on the Minutes of their record of proceedings.

Ryan Rasmusson
Administrator
County of Freeborn
State of Minnesota

