

APPENDIX 5

**STATE OF MINNESOTA
INTERAGENCY AGREEMENT BETWEEN
THE DEPARTMENT OF HUMAN SERVICES AND
THE SUPREME COURT**

WHEREAS, the State of Minnesota, Department of Human Services, Child Support Enforcement Division (hereinafter the REQUESTING AGENCY) is empowered to enter into interagency agreements pursuant to Minnesota Statutes § 471.59, Subdivision 10; and

WHEREAS, the Supreme Court of Minnesota (hereinafter the PROVIDING AGENCY) is empowered to enter into interagency agreements pursuant to Minnesota Statutes § 471.59, Subdivision 10; and

WHEREAS, pursuant to 42 USC §651, et. seq., Title IV-D of the Social Security Act, REQUESTING AGENCY is responsible for developing and administering the child support enforcement program in the State of Minnesota, including fulfilling the federal requirement that the State develop and administer an expedited hearing process for child support, and

WHEREAS, the PROVIDING AGENCY is responsible for the administration of court proceedings within the state, and

WHEREAS, the purpose of this agreement is to accomplish the federal requirements by developing procedures and a cost reimbursement structure in which the PROVIDING AGENCY administers the child support expedited process and the REQUESTING AGENCY shall approve and provide eligible IV-D federal funds.

NOW, THEREFORE, it is agreed:

I. PROVIDING AGENCY DUTIES PROVIDING AGENCY shall:

A. Work with Minnesota district courts to ensure the district courts do the following:

1. Maintain and ensure the integrity of district court files involved in the expedited process.
2. Set calendar dates and assign child support magistrates to hear all matters properly venued in the expedited process in a timely fashion; advise the county IV-D agency of the calendar schedule and provide sufficient hearing time; accept and file all expedited process pleadings. Child Support magistrates shall issue temporary or final orders in a manner so as to ensure the expedited cases meet the federally mandated standards as set out in 45 C.F.R. §303.101. Specifically, for actions to establish parentage and to establish or enforce support obligations, the time from successful service of process to the time of disposition must fall within the following time frames:

75 percent (75%) within six (6) months; and
90 percent (90%) within twelve (12) months.

3. Provide an alternate child support magistrate in the event that an assigned child support magistrate has a professional conflict on a case, or is otherwise disqualified or unavailable to hear and dispose of cases in a timely manner.
 4. Conduct hearings as scheduled.
 5. Provide that an accurate record is made of each hearing pursuant to the requirements of the Rules of the Expedited Child Support Process.
 6. Make arrangements for transcription of hearing records.
 7. On each case, execute duties and responsibilities consistent with federal requirements, state statutes and rules.
- B. Provide necessary training to child support magistrates on a regular basis.
- C. Provide the following budget information:
1. Submit an annual Cost Allocation Plan (herein referred to as CAP) for each court judicial district and the Supreme Court central office performed by an outside, independent firm (i.e. MAXIMUS) which captures direct and allocates indirect expenditures eligible for Child Support federal reimbursement. The CAP for any given year will be for actual expenditures from the last completed state fiscal year. The initial CAP for State Fiscal Year (SFY) 2010 actual expenses will be used as the basis for proposed costs for SFY 2012 Child Support reimbursement. A new CAP will be submitted each subsequent year on or before May 1st for the last SFY expenses and will be used as the basis for the next SFY proposed costs.

The CAP will provide a summary and detail of all costs allocated or direct charged, and will show the roll forwards and adjustments used to calculate the proposed costs for the next SFY. The roll forward is an adjustment between estimated costs and actual costs when they become known. The difference between estimated and actual costs is included as an adjustment (roll forward) in a subsequent cost allocation plan.

DHS will propose this CAP methodology to the federal Administration for Children and Families and when approved by them, will submit and pay the FFP percentage of proposed costs for SFY2012 and SFY2013. Monthly payments will be made pending approval by the federal agency. If the CAP submitted on or before May 1, 2012 for SFY 2011 costs results in higher proposed costs for SFY 2013, thus exceeding the two year contract amount, a contract amendment will be required.

The Cost Allocation Plan is hereby incorporated into this contract by reference.

The Cost Allocation Plan may be adjusted upon the written agreement of both agencies without the need of formal amendment, unless the adjustment will cause the contract to exceed the total obligation stated in section III.C. If adjustments in the schedule will cause the total obligation to be exceeded, a formal

amendment will be required.

- D. Prepare a monthly invoice of actual expenditures for the Child Support Magistrate State budget, within ten (10) days after the end of each calendar month, which provides detailed IV-D child support expenditure allocations including state and federal share of expenditures. Child Support Magistrate Budget expenses charged to the child support program must be documented according to requirements in OMB Circular A-87, Attachment B, Item 8. The invoice shall also include the monthly share of the total amount from the Cost Allocation Plan for the judicial districts and PROVIDING AGENCY's central office. This invoice shall be presented to REQUESTING AGENCY in a format agreed to by both parties.
- E. Provide the data necessary to monitor and evaluate the expedited process to ensure that the federal time frames set forth in 45 C.F.R. 303.101(b)(2)(I) are met. This duty is defined by **Attachment A** "Child Support Data Work Plan", which is attached and agreed to by the parties and is hereby incorporated into this agreement.

II. **REQUESTING AGENCY'S DUTIES** REQUESTING AGENCY shall:

- A. Transfer federal funds in accordance with state and federal procedures and schedules.
- B. Submit cost claims for federal financial participation (FFP) for both direct and indirect expenditures in accordance with federal regulations including 45 C.F.R. 304.21.
- C. Report and maintain fiscal and other data as necessary for reporting and accountability required by federal and state laws.
- D. Name a fiscal liaison and provide that person's name to PROVIDING AGENCY by September 30, 2011.
- E. Submit appropriate prior quarter adjustments for PROVIDING AGENCY'S federal reimbursement claims, not to exceed the past two years.
- F. Provide the records in accordance with section XI.A. of this agreement.
- G. Submit the Cost Allocation Plan for the Providing Agency to the proper federal cognizant agency for initial approval. Additional approval will not be required unless there is a change in the allocation basis. The Requesting Agency will submit the request for approval for any CAP changes in future years.

III. **CONSIDERATION AND TERMS OF PAYMENT**

- A. Consideration for all services performed by PROVIDING AGENCY pursuant to this agreement shall be paid by the REQUESTING AGENCY as follows:

1. Consideration for all services performed by PROVIDING AGENCY shall be limited to the allowable federal financial reimbursement for eligible activities necessary to implement 42 U.S.C. §651, et. seq. Title IV-D of the Social Security Act. Federal funds are available in this agreement per the authority of OMB Circular A-87 and the Code of Federal Regulations (CFR) Chapter 45 CFR 304.20. Federal funds earned under this agreement must meet requirements found in 45 CFR 304.21.
2. Federal funds earned and paid under this agreement that are determined to be unallowable must be refunded by the PROVIDING AGENCY to the REQUESTING AGENCY. The refund must include the unallowable federal funds and interest chargeable in accordance with applicable Department of Health & Human Services (DHHS) agency regulations.

Payments will be made by the Requesting Agency within 30 calendar days from receipt of the monthly invoice from the Providing Agency. The invoice total will be broken down into two amounts. The first amount is equal to the actual IV-D expenditures for the Child Support Magistrate budget for the current month being invoiced which will change from month to month. The second amount is equal to 1/12th of the Cost Allocation Plan amount referred to in item I. C. The CAP amount will change every July 1st based on the new CAP submitted.

- B. Terms of Payment. No payments shall be made prior to the execution of this agreement in accordance with the contract effective date referenced in section V. "Terms of Agreement". Payments shall be made no later than thirty (30) days after receipt of an invoice from the PROVIDING AGENCY.
- C. The total obligation of the REQUESTING AGENCY for all compensation and reimbursements to PROVIDING AGENCY **will not exceed Eighteen million, three hundred eighteen thousand, seven hundred fifty-nine dollars (\$18,318,759).**
- D. Payments are to be made from federal funds obtained by the REQUESTING AGENCY through Title IV-D of the Social Security Act of 1975 (Public laws 94-46, 94-88, 94-365, 95-30, 95-59, 95-171, 95-598, 96-178, 96-265, 96-272, 96-611, 97-35, 97-248, 98-369, 98-378, 100-485, and 101-508; 15 U.S.C. 1673; 26 U.S.C. 6103(i); 26 U.S.C. 6305; 26 U.S.C. 6402(c); 29 U.S.C. 49b; 42 U.S.C. 651-667; 42 U.S.C. 1310; 42 U.S.C. 1315 and amendments thereto). The PROVIDING AGENCY is responsible for compliance with all applicable federal requirements imposed on these funds and accepts full financial responsibility for any requirements and/or disallowance imposed by PROVIDING AGENCY'S failure to comply with federal requirements. PROVIDING AGENCY is responsible for assuring that the expenses claimed are in accordance with the federal regulations for claiming Federal Financial Participation (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. If at any time such funds become unavailable, this contract will be terminated immediately upon written notice of such fact by the REQUESTING AGENCY to the PROVIDING AGENCY. In the event

of such termination, PROVIDING AGENCY will be entitled to payment, determined on a pro rata basis, for services satisfactorily performed.

- IV. **CONDITIONS OF PAYMENT** All services provided by PROVIDING AGENCY pursuant to this agreement shall be performed to the satisfaction of the REQUESTING AGENCY, as determined at the sole discretion of its authorized representative.
- V. **TERMS OF AGREEMENT** This agreement shall be effective on **July 1, 2011, or upon the date that the final required signature is obtained by the PROVIDING AGENCY, pursuant to Minnesota Statutes, Section 16C.05, Subd 2, whichever occurs later**, and shall remain in effect through **June 30, 2013**, or until all obligations set forth in this agreement have been satisfactorily fulfilled, whichever occurs first.
- VI. **CANCELLATION** This agreement may be canceled by the REQUESTING AGENCY or PROVIDING AGENCY at any time, with or without cause, upon thirty (30) days written notice to the other party. In the event of such a cancellation, the PROVIDING AGENCY shall be entitled to payment, determined on a pro rata basis, for work or services satisfactorily performed.
- VII. **AUTHORIZED REPRESENTATIVES** The REQUESTING AGENCY'S authorized representative for the purposes of administration of this agreement is the **Director of the Child Support Enforcement Division** or his/her successor. The PROVIDING AGENCY'S authorized representative for the purposes of administration of this agreement is the **Director of the Judicial Branch Finance Division** or his/her successor. Each representative shall have final authority for acceptance of services of the other party and shall have responsibility to insure that all payments due to the other party are made pursuant to the terms of this agreement.
- VIII. **ASSIGNMENT** Neither the PROVIDING AGENCY nor the REQUESTING AGENCY shall assign or transfer any rights or obligations under this agreement without the prior written consent of the other party.
- IX. **AMENDMENTS** Any amendments to this agreement shall be in writing, and shall be executed by the same parties who executed the original agreement, or their successors in office.
- X. **LIABILITY** The PROVIDING AGENCY and the REQUESTING AGENCY agree that each party will be responsible for its own acts and the results thereof to the extent authorized by law and shall not be responsible for the acts of the other and the results thereof. The PROVIDING AGENCY and the REQUESTING AGENCY liability shall be governed by the provisions of the Minnesota Tort Claims Act, Minnesota Statutes, Section 3.736, and other applicable law.
- XI. **Information Privacy Protection**
- A. **Private data.** It is agreed that pursuant to Minn. Stat. §518A.46, Subd. 6, that the REQUESTING AGENCY, in order to carry out its duties in the expedited process, may provide private data as to the names of the adult participants, case docket num-

bers, and other identifying data including whether or not the case is a IV-D case (“matching records”) to the PROVIDING AGENCY in order to facilitate court administrators’ determinations of whether a case may be conducted in the expedited process. It is understood that pursuant to Supreme Court Order #C4-85-1848, In re Access to Certain Welfare Records Used for Evaluation and Administration of the Expedited Process, dated August 18, 2000, that such data will not be accessible to the public when it is in the possession of the PROVIDING AGENCY. The conclusion that a case will be conducted in the expedited process may be made accessible to the public by the PROVIDING AGENCY.

- B. Separation of Data. The PROVIDING AGENCY’s duty in Section XI.A. to maintain confidentiality of matching records does not apply to similar case data in the possession of the PROVIDING AGENCY which are independently collected, created, received, maintained or disseminated by the PROVIDING AGENCY without reference to or use of the data received from the REQUESTING AGENCY as a part of this contract.
- C. Court Ordered Release. It will not be a violation of section XI.A. for the PROVIDING AGENCY to disclose private data received from the REQUESTING AGENCY pursuant to the order of a court of competent jurisdiction if the PROVIDING AGENCY notifies the REQUESTING AGENCY immediately upon receipt by the PROVIDING AGENCY of notice of the issuance of such an order.
- D. Treatment of Private Data. The inherent and statutory authority to regulate access to records of the judiciary is governed by rules adopted by the Supreme Court. This agreement does not affect public access to similar case records that are independently collected, created, received, maintained, or disseminated by the courts without reference to or use of the matching records received by the PROVIDING AGENCY from the REQUESTING AGENCY.

XII. OTHER PROVISIONS None.