



## SUNSHINE AGENDA

**August 25, 2020**

### **\*\*DISCLAIMER\*\***

The Sunshine meeting is a working session of the Board of Commissioners. No deliberation, decisions, or voting takes place at this meeting. The information presented in this Sunshine agenda serves as the basis for the Commissioners' meeting which is held at a different time and is posted on our website. The agenda presented as the Sunshine agenda is subject to change for the Commissioners' meeting. This agenda may change prior to the start of the Sunshine meeting, or may be revised for the Commissioners' meeting.



# THE COUNTY OF CHESTER



**COMMISSIONERS**  
Marian D. Moskowitz  
Josh Maxwell  
Michelle Kichline

**OFFICE OF THE COMMISSIONERS**  
313 W. Market Street, Suite 6202  
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West Chester, PA 19380-0991  
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## **AGENDA** **SUNSHINE MEETING**

**August 25, 2020**

**1. CALL MEETING TO ORDER**

**2. ANNOUNCEMENTS**

- Executive Session – The Board of Commissioners met in Executive Session on, Thursday, July 30, 2020, to discuss personnel and legal matters.

**3. MINUTES OF THE PREVIOUS MEETING**

**4. PUBLIC COMMENT ON AGENDA**

**5. OLD BUSINESS**

**a. Bid Award**

The Department of Procurement and General Services recommends that the Board of Commissioners award the attached bid award

**6. NEW BUSINESS**

**a. Cooperative Agreement**

Intergovernmental Cooperative Agreement between the Pennsylvania Department of Human Services and the Domestic Relations Section of the Court of Commons Pleas and County Commissioners of Chester County

**b. Contracts**

**c. Grants**

**7. FINANCIAL MATTERS**

**a. Finance Agenda**

**8. PUBLIC COMMENT**

**9. ADJOURNMENT**



# THE COUNTY OF CHESTER



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## COMMISSIONERS' MEETING MINUTES

July 30, 2020

### 1. CALL MEETING TO ORDER

The public meeting of the Chester County Board of Commissioners was called to order at 10:00 AM on July 30, 2020 via webinar by the Chair of the Board of Commissioners, Marian D. Moskowitz. Commissioner Josh Maxwell and Commissioner Michelle Kichline were also present.

### CALL TO ORDER

### 2. ANNOUNCEMENTS

Chair Moskowitz announced that the Board of Commissioners met in Executive Session on Tuesday, July 28, 2020 to discuss personnel and legal matters.

### ANNOUNCEMENTS

### 3. MINUTES OF PREVIOUS MEETING

Commissioner Maxwell made a motion to approve the minutes from the last meeting on June 24, 2020. Commissioner Kichline seconded the motion. After a roll call vote, all Commissioners voted yes and unanimously approved the minutes from the June 24, 2020 Commissioners' Meeting.

### MINUTES APPROVED

### 4. PUBLIC COMMENT ON AGENDA

There was no public comment on the agenda.

### PUBLIC COMMENT

### 5. OLD BUSINESS

### OLD BUSINESS

#### a. Bid Award

#### Bid Award

Commissioner Kichline made a motion to approve the following Bid Award, which was seconded by Commissioner Maxwell. After a roll call vote, all Commissioners approved the following Bid Award:

#### Infectious Medical Waste and Sharps Disposal, Bid #015003-1355A

Choice MedWaste LLC

\$24,720.00

## 6. NEW BUSINESS

## NEW BUSINESS

### a. Authorization to Bid

Commissioner Maxwell made a motion to approve the following Authorizations to Bid, which was seconded by Commissioner Kichline. After a roll call vote, all Commissioners approved the following Authorization to Bid:

- **Guiderail Replacement for County Bridges**
- **Repave and Seal Coat Roadways and Parking Areas at the Prison**
- **Replace Domestic Hot Water Tanks at the Prison**
- **Purchase of Coils for 313 HVAC Units**

### Authorizations to Bid

### b. Resolution 29-20

Commissioner Kichline made a motion to approve Resolution 29-20 concerning the termination of a Keystone Opportunity Zone Agreement for certain real property. Commissioner Maxwell seconded the motion. After a roll call vote, all Commissioners voted yes and unanimously approved Resolution 29-20.

### Resolution 29-20

### c. Resolution 30-20

Commissioner Kichline made a motion to approve Resolution 30-20 authorizing the exoneration of certain county taxes. Commissioner Maxwell seconded the motion. After a roll call vote, all Commissioners voted yes and unanimously approved Resolution 30-20.

### Resolution 30-20

### d. Resolution 31-20

Commissioner Maxwell made a motion to approve Resolution 31-20 authorizing signature authority and approving supplemental reimbursement agreement for Bridge No. 175, Creek Road over Pickering Creek. Commissioner Kichline seconded the motion. After a roll call vote, all Commissioners voted yes and unanimously approved Resolution 31-20.

### Resolution 31-20

### e. Resolution 32-20

Commissioner Kichline made a motion to approve Resolution 32-20 authorizing signature authority for the Department of Environmental Protection E-Permitting Program. Commissioner Maxwell seconded the motion. After a roll call vote, all Commissioners voted yes and unanimously approved Resolution 32-20.

### Resolution 32-20

### f. Contracts

Commissioner Maxwell made a motion to approve the Contracts Agenda. Commissioner Kichline seconded the motion. After a roll call vote, all Commissioners voted yes and unanimously approved the Contracts Agenda.

### Contracts

**g. Grants**

Commissioner Kichline made a motion to approve the Grants Agenda. Chair Moskowitz seconded the motion. After a roll call vote, all Commissioners voted yes and unanimously approved the Grants Agenda.

**Grants**

**7. PERSONNEL MATTERS**

**PERSONNEL**

**a. Human Resources Agenda**

Commissioner Kichline made a motion to approve the Human Resources Agenda. Commissioner Maxwell seconded the motion. After a roll call vote, all Commissioners voted yes and unanimously approved the Human Resources Agenda.

**8. FINANCIAL MATTERS**

**FINANCE**

**a. Finance Agenda**

Commissioner Maxwell made a motion to approve the Finance Agenda. Commissioner Kichline seconded the motion. After a roll call vote, all Commissioners voted yes and unanimously approved the Finance Agenda with the following items:

- Budget Change 11-20
- Vouchers as submitted by the Controller

**9. PUBLIC COMMENT**

**PUBLIC COMMENT**

Mike Rellahan of the *Daily Local News* had questions regarding the contracts agenda and hiring of the new County Solicitor, which were addressed by the Commissioners and County Administrator, Bobby Kagel.

There was no further public comment.

**10. ADJOURNMENT**

**ADJOURNMENT**

The meeting was adjourned following a motion made by Commissioner Maxwell, which was seconded by Commissioner Kichline. After a roll call vote, all Commissioners unanimously approved the motion to adjourn the meeting. Meeting adjourned at 10:08 AM.



**Taken by Taylor Pettit**

**On behalf of Chief Clerk Robert J. Kagel**

**Commissioners Agenda 08/26/2020**

**Bid Award:**

The Department of Procurement & General Services recommends to the Board of Commissioners the following bid award as they are the lowest responsive and responsible bidder:

**Sealcoating and Pavement Repairs at the Government Services Center Bid #357008-1361E**

Macadam Company, Inc.	\$ 75,150.00
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**Other Bids Submitted:**

None

# COOPERATIVE AGREEMENT UNDER TITLE IV-D OF THE SOCIAL SECURITY ACT

This intergovernmental cooperative agreement is entered into by and between the Pennsylvania Department of Human Services (DHS) and the Domestic Relations Section (DRS) of the Court of Common Pleas and County Commissioners of \_\_\_\_\_ County.

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## **1. Purpose**

### **1.1. General Purpose of This Agreement**

The purpose of this agreement is to administer and optimize the effectiveness and performance of the Title IV-D Child Support Enforcement Program in accordance with Title 45 of the Code of Federal Regulations (45 CFR) 305.33, and to ensure the securing of financial and medical support for minor children. To locate noncustodial parents, establish paternity, determine parents' ability to pay support and provide health insurance and/or pay medical costs, establish and enforce support orders, and provide sufficient staff and resources to ensure that these functions are proper, efficient, effective, and carried out as required by 45 CFR 303.20(c).

### **1.2. Independence of the Judiciary Guaranteed**

This agreement is not intended to, nor does it in any way, enlarge or reduce the jurisdiction of the Court, nor is it intended to, nor does it, in any manner, encroach upon the independence of the judiciary in the determination of the issues of any case in the Court.

## **2. Title IV-D Child and Child/Spousal Support Services/Duties of the DRS**

### **2.1. Responsibility to Provide Title IV-D Services**

The Domestic Relations Section (DRS) or equivalent child support division of a family court will function as the local Title IV-D agency in its county. In this capacity, the DRS shall provide Title IV-D child support and child/spousal (where the child and spouse share the same obligor) support services, hereinafter referred to as Title IV-D services, as provided by Title IV-D of the Social Security Act as amended.

### **2.2. Enumeration of Title IV-D Services**

The DRS shall provide all of the Title IV-D services required by federal and State laws and regulations, including but not limited to 45 CFR Parts 302 and 303 as follows:

- (a) **Application Services:** Accept electronic or paper applications for Title IV-D services from individuals referred to the DRS by the DHS, from other agencies and jurisdictions, and from individuals and attorneys on their behalf. (45 CFR 303.2(a)(3)). Process referrals from County Assistance Offices (CAOs) with existing cases on the Pennsylvania Child Support Enforcement System (PACSES) within two business days. Acknowledge all other referrals from CAOs that contain sufficient information to open a case and refer for additional appropriate action within 20 business days. (45 CFR 302.33 and 303.2 (b)). Acknowledge referrals from DHS social service providers and refer them for additional appropriate action within 20 business days. Obtain and maintain the Title IV-D services application in the case record. An application fee is not charged to either party. The initiating county will assess a one cent application fee and report the fee as program income for reimbursement purposes. (45 CFR 302.33(c)).

- (b) Location Services: Attempt to locate noncustodial parents and the income, assets, and health insurance coverage of noncustodial parents through all available federal and State automated means and local resources in accordance with 45 CFR 303.3.
- (c) Petition Processing Services: Assist individuals, whether or not represented by counsel, in the filing of Title IV-D support complaints and thereafter processing those support complaints in accordance with the Pennsylvania Rules of Civil Procedure (Pa. R.C.P.) and 45 CFR 303.4(b). The DRS shall attempt to solicit relevant information directly from the applicant/recipient of Title IV-D services prior to dismissing the petition due to insufficient information.
- (d) Paternity Services: Provide the alleged father the opportunity to voluntarily acknowledge paternity or attempt to establish paternity, when necessary, by ordering genetic testing or referring the matter for further judicial proceedings, provided that a review of the DHS voluntary acknowledgement of paternity database reveals no prior conclusive evidence of paternity establishment. (45 CFR 303.5). Assist DHS in the monitoring and mentoring of birthing hospitals and birthing centers to ensure compliance with federal and State law regarding the operation of the In-hospital Voluntary Acknowledgment of Paternity Program. Establish liaison operations with birthing hospitals and birthing centers, whose rate of paternity establishment by acknowledgment is less than 50 percent as identified by DHS, to improve the number of voluntary paternity establishments.
- (e) Financial Assessment Services: Conduct a financial assessment of the child's needs and the parents' verified ability to provide support in accordance with the Pa. R.C.P., using information available through automated or other means.
- (f) Establishment of Support Services: Establish an order of support, including medical support, based on verified income and assets, in accordance with the Pa. R.C.P. and 45 CFR 303.4.
- (g) Medical Support Services: Recommend the provision of health benefits or health insurance in all new or modified orders as required by State statute and Pa. R.C.P. and in accordance with 45 CFR 303.8, 303.31, and 303.32.

The DRS shall conduct an assessment of each parent's ability to provide medical support at reasonable cost and require one or both parents to obtain medical support. The DRS shall enforce the medical support requirement through the issuance of the National Medical Support Notice required by Title 23 of the Pennsylvania Consolidated Statutes (Pa. C.S.) §4326 and Pa. R.C.P. 1910.16-6 (b).

- (h) Modification of Support Order Services: Initiate proceedings to review and modify support orders in accordance with State and federal law and Pa. R.C.P. whenever a verifiable material and substantial change in circumstances becomes known to the DRS. Review public assistance cases at least once every three years. (45 CFR 303.8).

- (i) **Enforcement Services:** Use all available automated and federal and State measures to enforce support orders, including but not limited to the following: initiate proceedings for income attachment; direct an employer to enroll dependent(s) in available health insurance and to deduct the required premium payment from the employee's income; petition the court for contempt sanctions; intercept unemployment compensation or an IRS income tax refund for all cases meeting the certification criteria unless there is good cause; enter or assist in entering liens against personal property of the obligor in accordance with Pa. R.C.P. 1910.23 and 1910.24 and 3001 et seq. and 3101 et seq.; initiate actions to seize financial assets and suspend, non-renew or deny driver's, professional, recreational, or other licenses of delinquent obligors issued by any entity, political subdivision or agency of the Commonwealth of Pennsylvania; refer to DHS cases meeting the submission criteria for the federal program, Project: Save Our Children; Passport Denial; and other means mandated by federal or State statute or Pa. R.C.P. (45 CFR 303.6). If an obligor owes overdue support with respect to any child receiving cash or medical assistance, the DRS shall petition the court for entry of an order to pay overdue support in accordance with a plan approved by the court or that the obligor participate in work activities approved by the department pursuant to 23 Pa. C.S. §4352(g.2.). The DRS shall use each enforcement measure set forth in State statute or Pa. R.C.P. without encroaching upon the court's discretion in adjudicating any case at bar before the court.
- (j) **Intergovernmental/Intrastate Services:** Refer and monitor appropriate case to other States or DRSs for the provision of Title IV-D services and the collection of child support, and provide Title IV-D services as appropriate and in accordance with State statutes and federal statutes and regulations to cases referred from DHS, other States or DRSs. (45 CFR 303.7).
- (k) **Legal Services:** Provide Title IV-D legal services, through staff attorney(s) or contracted attorney(s), as required by Section 3.13 of this agreement and 45 CFR 303.20(f).
- (l) **Monitoring Requirements:** The DRS shall monitor cases and initiate the next appropriate action through automated alerts or other case management methods to locate noncustodial parents, establish paternity, and establish and enforce support obligations, including provisions for health insurance or medical support obligations, for all cases in accordance with federal standards found at 45 CFR 303.2 through 303.8.
- (m) **Management Requirements:** DRS management shall monitor and direct staff activities using DHS-provided data management reports and other management monitoring tools available on PACSES which are reliable and improve worker performance, optimize achievement of federally-mandated performance standards, and maximize collections of court-ordered child support.

### 2.3. All Title IV-D Individuals to be Provided Services

The DRS shall provide Title IV-D services to all individuals referred by DHS who cooperate with the DRS in establishing/enforcing a support obligation. Provide Title IV-D services to other individuals seeking support under the Title IV-D Program who request such services and complete a Title IV-D application. Notify the CAO or other DHS social service providers, through automated or other established procedures, when a DHS client's cooperation status changes. Assist DHS or its social service providers in documenting the non-cooperation of individuals referred by DHS, or its social service providers, or use statutory procedures at 23 Pa. C.S. §4380. The DRS may initiate case closure proceedings consistent with 45 CFR 303.11.

### 2.4. Compliance with Federal and State Statutes, Regulations, and Rules Required

In providing Title IV-D services, the DRS shall comply with the requirements and standards established by the federal government under 45 CFR Parts 302, 303, 304, 305, 307, and 308; Title 42 United States Code (U.S.C.) 671 (a)(17); federal and State statutes; final DRS Memoranda issued in accordance with Section 4.4(p); Pa. R.C.P.; and State regulations related to the Title IV-D Child Support Enforcement Program.

### 2.5. Compliance with Support Guidelines Required

The DRS shall comply with the State support guidelines established by the Pennsylvania Supreme Court and as interpreted by Pennsylvania Appellate Courts. Nothing herein precludes DHS or the Title IV-D attorney of the judicial district from filing exceptions in appropriate cases.

### 2.6. Use of Long Arm Procedures Required

The DRS shall use procedures, as allowed by law, to effect long-arm jurisdiction to determine paternity and to establish and enforce support orders including provisions for medical support and health insurance. Long-arm jurisdiction and one-agency case ownership is affirmed as preferred. (45 CFR 303.7).

## **3. Administrative Duties of the DRS**

### 3.1. Reporting Eligibility Information

The DRS shall report timely to the CAO or other DHS social service providers, through automated or other means, information which is necessary for the determination and redetermination of eligibility for, and to the continuing administration of, assistance to DHS support obligees and applicants as required by federal and State statutes and State regulation.

### 3.2. Reporting Medical Insurance Information

When available, the DRS shall obtain and forward to DHS through PACSES or other automated means information regarding the obligee's or obligor's health benefit

coverage which is or may be available to the obligee's or to the obligor's minor dependents included in the court order.

### 3.3. Remittance of Collections

Remit to the Pennsylvania State Collection and Disbursement Unit (PA SCDU) all payments received. Use over-the-counter (OTC) procedures established by DHS to remit payments to PA SCDU. Deposit child support payments tendered at the DRS or court in the DRS bank account for overnight sweep by PA SCDU. Refer employers with inquiries regarding money in transit to PA SCDU to the PA SCDU employer unit. Refer nontypical payment processing concerns to DHS. DHS shall exercise reasonable efforts to comply with refund requests provided such requests are timely and funds are still under the control of DHS. The DRS agrees to cooperate with DHS to recover chargebacks to obligor accounts. DHS shall notify the DRS when such chargebacks occur.

This clause does not apply to errors and omissions of DHS and/or its contractors in the function of payment processing. The DRS shall use electronic methods to transmit and receive child support and other Title IV-D related funds.

### 3.4. Safeguarding Information

The DRS and court shall safeguard confidential child support program information and ensure that staff use such information only as provided by 45 CFR 307.13 and federal and State laws and regulations (23 Pa.C.S. §4301 et seq. and 55 Pa. Code 105). The Security Guide (ATTACHMENT A) and the Health Insurance Portability and Accountability Act (HIPAA) Letter of Agreement (ATTACHMENT K) delineate DRS responsibilities regarding safeguarding confidential child support program information, Protected Health Information (PHI), and other HIPAA protected information.

All DRS employees and court staff with PACSES access must complete the following in accordance with the Security Guide:

- (a) Sign a Commonwealth Information Technology Resource Agreement (ATTACHMENT A) or its successor(s), which certifies adherence to confidentiality statutes.
- (b) Complete a suitability background investigation prior to granting access to Federal Tax Information (FTI), and periodically thereafter, pursuant to Internal Revenue Service Publication 1075.
- (c) Complete Annual Security Awareness Training with regard to safeguarding FTI in accordance with §6103 of the Internal Revenue Code, and PHI in accordance with HIPAA. Training shall include 45 CFR 307.13 and 23 Pa. C.S. §4301 et seq.

### 3.5. Case Record Standards

The DRS shall maintain Title IV-D case records in compliance with 45 CFR 302.15 and 303.2.

### 3.6. Accounting and Fiscal Records for Operational Costs

The DRS shall maintain an accounting system, current internal controls, and supporting fiscal records which are auditable and adequate to assure that claims for Title IV-D reimbursement under this agreement are accurate, supportable, and in accordance with this agreement and applicable federal requirements found at 45 CFR Part 75, 45 CFR 302.14 (concerning fiscal policies and accountability), 45 CFR 302.15 (concerning reports and maintenance of records), and 45 CFR 304.10 (concerning general administrative requirements).

### 3.7. Record Retention Requirements

Subject to Section 4.5, the DRS shall retain all records required under this agreement for at least four years. Images, microfilm, or successor technology, of case record material, payment records and related fiscal records, or computerized files of the data, may be substituted for hard copy files.

- (a) Retain case records for at least four years from the date closed in accordance with 45 CFR 303.11. If the DRS maintains a permanent case record and maintains required documentation on another medium, the DRS may purge the working file one year after closing.
- (b) Retain fiscal records and supporting documentation for at least four years in accordance with 45 CFR 75.361. If any audit, claim, negotiation, or other action involving the records starts before the expiration of the four-year period, retain the records until completion of the action and resolution of all issues which arise from it or until the end of the regular four-year period whichever is later.

### 3.8. Access to Records

The county and DRS shall provide access to DHS, the Pennsylvania Auditor General, authorized representatives of the Department of Health and Human Services, and Comptroller General of the United States, as required by 45 CFR 75.364, with respect to all books, documents, papers, financial transactions, or other records which are pertinent to the functions of the DRS under this agreement. Upon request, the DRS shall forward copies of such records to DHS.

### 3.9. Bonding and Cash Management Requirements

Every person who, as a regular part of his or her employment, receives, disburses, handles, or has access to support records, collections, and financial data, through automated and other means must have bond coverage or be self-insured. Bonds shall be in an amount of not less than \$100,000 against loss resulting from employee dishonesty.

Persons handling cash receipts of support collections must not participate in accounting or operating functions which would permit them to conceal in the accounting records the misuse of support receipts. The DRS must submit an exemption request through DHS

for approval by the Office of Child Support Enforcement (OCSE), as required by 45 CFR 302.20.

### 3.10. Data Management

The DRS shall, via automated or other means, accurately update PACSES, completing appropriate data fields, sufficient to permit the extraction of data needed by DHS to meet federal reporting and annual data reliability audit requirements. (45 CFR 302.15). DHS shall provide a PACSES data management function to develop reports and management tools. The DRS shall use PACSES reports and management tools to improve data accuracy, integrity, reliability, and performance results. Data integrity resolution will occur systematically at the statewide level when appropriate. DHS shall notify DRSs of data management tasks, and provide technical assistance and instructions. Pursuant to Section 8.5, failure to maintain PACSES data fields may result in suspension of federal reimbursement and incentive monies until the corrections are complete.

### 3.11. Cooperation with DHS Staff Required

- (a) The DRS shall cooperate with DHS in the performance of DHS's responsibilities under this agreement. The DRS shall provide adequate workspace, computer access, telephone, and copying/scanning facilities as reasonably possible for DHS employees assigned work at the DRS.
- (b) For Intergovernmental cases, the DRS shall respond within five business days of receipt of such requests from DHS for case-specific information, documentation, and/or supportive services to ensure DHS may respond to other states in accordance with 45 CFR 303.7. DRSs shall provide timely responses to all other DHS requests for information. DHS customer service staff shall review PACSES for information prior to initiating contact with the DRS. The DRS shall designate an individual who shall ensure responses to case service inquiries are timely and accurate.
- (c) The DRS shall cooperate with the State Office of Inspector General in its investigations and prosecutions of fraud in public benefit programs administered by DHS.

### 3.12. Children and Youth (CY) Requirements

DRS, CY, and Juvenile Probation agencies will maintain written protocols mutually agreed to and signed by the agencies, or otherwise issued by DHS, to ensure the collection and enhancement of child support revenues for children who are in out-of-home placements, or who receive publicly-subsidized child care services in accordance with federal and State laws and regulations.

### 3.13. Provision of Legal Services

The DRS shall provide Title IV-D legal services upon request to assist in the establishment and enforcement of support orders as more fully set forth in

ATTACHMENT B. A staff attorney(s) or legal representative contracted through an organizationally and administratively independent entity such as the District Attorney or private contractor shall provide legal representation.

Staff attorney(s) must not be under the direct supervision or control of any judge before whom they practice. The DRS must structure the employment relationship of staff attorneys to ensure that they retain the professional independence necessary to aggressively represent the interests of their client (or DHS when appropriate) before the court.

Procurement of a legal service provider requires:

- (a) Prior to execution, submit a private attorney contract or Intergovernmental Agreement with another county agency to DHS for review and approval.
- (b) The term of each legal service agreement shall not exceed the term of this Cooperative Agreement.
- (c) All legal service providers must maintain ongoing, auditable time records for the provision of legal services in accordance with 45 CFR Part 75, including any subsequent amendments.

The DRS must ensure that adequate numbers of attorneys, investigators, and support staff are available to provide appropriate legal services. The parties hereto acknowledge that all attorneys who practice pursuant to the provisions of this agreement represent the interest of the Title IV-D agency with respect to the establishment and enforcement of orders of paternity and support pursuant to 45 CFR 303.20 (f).

### 3.14. Pennsylvania Child Support Enforcement System Operations

The DRS must use PACSES for the location of noncustodial parents, the establishment, enforcement, and maintenance of Title IV-D support orders, and the financial management of those orders as defined in this Cooperative Agreement, federal regulations, and federal and State statutes. The DRS shall ensure that data posted to PACSES is accurate, reliable, and supported by the case record, file, or portfolio. The DRS will participate in the on-going enhancement and development of PACSES in cooperation with DHS. Participation occurs under the auspices of the PACSES Advisory Committee (PAC) as described in Section 4.4(o).

- (a) Additional Equipment Beyond Complement: DHS must approve requests to install additional hardware and software onto the PACSES network that exceed the authorized DRS complement. The DRS is responsible for procuring and installing this additional hardware and software subject to the constraints imposed by Section 4.4(o)(2) of this agreement. This includes expanded telecommunications drops used to support individual DRS operational needs and additional hardware for outside users (non-DRS staff) authorized by DHS. All hardware and software purchases, telecommunications wiring, and equipment installations must be in accordance with the standards established by DHS for PACSES. DHS is not responsible for any performance related issues where



unauthorized expansions, hardware or software applications were previously denied by DHS. DHS reserves the right to disapprove additional hardware and software proposals that may impede system performance.

- (b) **Relocating Equipment:** Submit requests to relocate DHS installed hardware and telecommunication lines to DHS for approval. The DRS is responsible for all costs associated with relocating the equipment. DHS reserves the right to inspect and certify any relocation activity, ranging from the movement of a single telecommunications drop to an entire office move. A relocation activity does not include moving PCs or printers within the physical limitations of the current wiring configuration. In the event of an entire office relocation, notify DHS no less than 120 calendar days prior to the relocation to allow for DHS involvement in the design, installation, and certification of the PACSES network. All telecommunications and electrical wiring for the PACSES network must adhere to DHS system standards.
- (c) **Maintaining Equipment:** The DRS is responsible for PACSES equipment repair costs associated with improper use, unauthorized attempts to repair, or accidental damage. DHS authorized maintenance personnel determine the damage. DHS and DRS staff may review the determination. The DRS must provide repair personnel access to the office during normal business hours for routine maintenance of PCs and printers. Access to the office during non-business hours may be necessary for major servicing of equipment (PACSES LAN file server and telecommunications equipment). The DRS is responsible for simple maintenance activities associated with hardware, such as dusting and cleaning. The telecommunications lines that link the DRS to PACSES are part of the PACSES network. DHS is responsible for monitoring all telecommunications lines and managing repairs.
- (d) **Information Technology:** DHS shall provide basic information technology software as established by the commonwealth's Office of Administration. Use of the PACSES LAN server for networked technology beyond what is provided by DHS requires prior approval by DHS. Networked technology includes software products in the following categories: word processing, spreadsheet, database, and graphics. The DRS may install individual licensed copies of this type of software on local PACSES PCs. DHS may require installation of additional networked technology software be on a separate file server; the DRS is responsible for purchasing, installing, and maintaining this server. DHS will provide technical assistance to the DRS in establishing or upgrading information technology. The DRS is responsible for assuring that any additional software installed on PACSES equipment is properly licensed.
- (e) **PACSES Security:** The DRS must adhere to the requirements of PACSES security as defined in the Security Guide and the Network Policies and Procedures which adhere to the commonwealth's Office of Administration security standards. The DRS must protect against unauthorized access to the data through proper administration of the software security system and the physical security requirements. Keep all PACSES equipment in a secured

environment. DHS replaces any lost or stolen PACSES equipment, but the DRS is liable for the cost of replacement of this equipment.

Upon alteration of a DRS's existing office configuration or relocation to a new site, the DRS shall obtain a qualified third party assessment of the DRS physical facility and security measures in place to safeguard equipment, employees, and data. Provide a copy of the assessment and planned corrective actions to DHS within 30 business days of receipt of the completed assessment. Correct identified security risks, in regards to data security, within six months of the assessment.

- (f) Local Interfaces: All local interfaces between the PACSES LAN in the DRS and other information technology systems require DHS review and approval. DHS provides technical assistance in establishing or expanding these local interfaces. The DRS is responsible for all costs associated with the establishment or expansion of local interfaces and all ongoing maintenance costs of the local interface. DHS does not assure PACSES response time standards when a DRS uses a local interface.
- (g) The DRS is responsible for ensuring that DRS staff participate in DHS-provided training opportunities, including distance learning.

#### **4. Administrative Duties of DHS**

##### **4.1. Responsibility to Supervise Title IV-D Program**

DHS's Office of Income Maintenance (OIM), Bureau of Child Support Enforcement (BCSE) shall be responsible and accountable for the operation of the Title IV-D program in Pennsylvania. Refer to ATTACHMENT I for the organizational structure of OIM as of the signing of this agreement. In this capacity, DHS shall provide general direction and make available supportive services such as training, information technology, Title IV-D policy guidelines, public relations, and technical assistance to the DRS and perform regularly planned examinations and evaluations of the DRS Title IV-D Child Support Enforcement Program and fiscal operations in accordance with applicable federal regulations at 45 CFR 302.10 and 302.12.

##### **4.2. Confidentiality of Records**

DHS shall maintain the confidentiality of information concerning applicants and recipients of Title IV-D services and ensure that use of such information is only as provided by 45 CFR 307.13, and in accordance with 23 Pa. C.S. §§4376(d) and 4304.1(d), and 42 U.S.C. §654(26).

##### **4.3. Cooperation with DRS Staff Required**

DHS shall provide supportive services to the DRS and cooperate with the DRS in the performance of the DRS's responsibilities under this agreement as required by 45 CFR 302.34.

#### 4.4. Enumeration of Supportive Services

DHS shall provide the following supportive services to aid and assist the DRS to fulfill its responsibilities:

- (a) Referral Services: DHS shall perform the following child support services as part of referring public assistance applicants/recipients to the DRS:
  - (1) Preparation of Clients: Prior to referral, explain the referral process; the reason for the referral; the benefits of the child and medical support programs; and DRS procedures for initiation, establishment, enforcement, and modification of child support, medical support, and paternity. Explain orally and in writing his or her Rights and Responsibilities relative to the child support cooperation requirement, including the requirement to appear and/or to provide information and documentation as required by the DRS, and that failure to cooperate results in sanctions. DHS must explain in detail the option to make a claim of family violence and/or good cause and the effect that each claim might have on any ongoing support action. Subject to Section 4.4(u), DHS will provide written material in Spanish and provide translation services to the DRS.
 

Referrals: Refer all eligible public assistance applicants to the DRS in accordance with applicable State law. Send established cases to the DRS through the PACSES–Client Information System (CIS) interface. Referrals are on behalf of public assistance applicants/recipients who are spouses with minor children of the obligor or on behalf of the minor children of an obligor. Referral information shall contain at a minimum the name, and social security number (SSN) and/or date of birth for all parties to the support action, and be sufficient to allow the support action to proceed. When information received through the interface or from the applicant is not sufficient to proceed with the filing of a complaint, the DRS has the authority to refer the client back to DHS as a non-cooperative client.
  - (2) Training: DHS shall conduct annual mandatory training to maintain the requirements noted above.
- (b) Notices of Discontinuance: Notify the DRS of changes in public assistance case status, household composition, sanctions, or loss of benefits, through the PACSES-CIS interface. Such notice shall advise the DRS of the termination date of public assistance benefits and the reason for termination. DHS will provide the DRS access to CIS as a resource for public assistance case-related information.
- (c) Responses to DRS Requests for Information: Respond timely to all DRS requests for information. When DHS's claim against arrears is unavailable in PACSES, the DRS requests a calculation. The DRS may suspend the DHS portion until receipt of the calculation.

- (d) Distribution of Support Payments: Distribute support remitted to DHS or its designee in accordance with applicable federal and State law and regulations and Pa. R.C.P. DHS will work with the DRS and DRAP to resolve nontypical payment processing concerns.
- (e) Central Registry Services: Establish and maintain a central registry responsible for receiving, reviewing, processing, and distributing incoming intergovernmental cases, and coordinating responses to inquiries in accordance with federal and State law and regulations or DRS memoranda. (45 CFR 303.7). DHS shall provide intrastate/intergovernmental intervention services and expertise upon request; communicate State laws, rules, and policy regarding the use of long-arm service or other intergovernmental remedies; and provide statewide services for centralized reporting of support liens.

- (1) Intergovernmental Petition Processing Service: Central Registry shall accept, review, and upon determining completeness, initiate the support action via PACSES for all interstate IV-D petitions. The DRS shall accept the case in PACSES and appropriately process the case by one of three options: keep and manage the case allowing PACSES to initiate locate and employment confirmation; transfer the case via PACSES to an alternate DRS as may be necessary; close and return the case to the initiating state if the location of the noncustodial parent is not within Pennsylvania; or, return the case to the initiating state if the requesting state fails to provide additional information consistent with 45 CFR 303.11(b)(12).

DHS commits to work with the Domestic Relations Association of Pennsylvania (DRAP) to improve intergovernmental processes and case outcomes. Implement Electronic Data Exchange (EDE) to upload petition documents into PACSES Imaging and eliminate the need to mail paper documents to the DRS. The DRS shall consider the petition documents in PASCES Imaging to be the original documents. Review and analyze Central Registry and DRS processes, and develop improved processes and policy. Improve intergovernmental training courses.

- (2) Intergovernmental Customer Services: Provide intergovernmental intervention service and expertise upon request of the DRS. When necessary, the Central Registry shall provide services on any case in which the IFSA or UIFSA jurisdiction has not cooperated and the DRS has made at least two attempts, as defined in DRS Memoranda, to obtain cooperation from other states prior to referring the case to DHS. DHS shall, in conjunction with DRAP, maintain the protocol wherein Central Registry will provide advocacy if needed when problems arise with another jurisdiction, remaining involved through a resolution of the identified issue.
- (f) Parent Locator Services: DHS shall provide State and federal parent locate services in all cases of noncustodial parents referred by the DRS through

PACSES as required by federal and State laws and regulations. PACSES shall monitor for the existence of key information needed to locate a noncustodial parent and provide information from, but not limited to the following agencies and operations via interface: Pennsylvania Department of Transportation, Bureau of Motor Vehicle Registration, Bureau of Driver Licensing, Internal Revenue Service, Child Support Enforcement Network, Department of Labor and Industry, Department of Revenue Tax File, Federal Parent Locate Service, Department of Revenue - State Lottery Commission, Social Security Administration, State Directory of New Hires, United States Postal Service, Credit Reporting Agencies, and others. BCSE will devise a state contract in conjunction with DRAP and shall explore and engage in state-wide locate resources.

For locate purposes, all cases with a verified SSN shall remain active in the PACSES locate interface for two (2) years in accordance with 45 CFR 303.11(b)(7)(i), for one (1) year with a unverified SSN but there is sufficient information to initiate an automated locate, from the date of entry into PACSES or until a successful locate occurs, or until the DRS closes the case. For locate purposes, all cases shall remain active in the PACSES locate interface for six (6) months in accordance with 45 CFR 303.11(b)(7)(ii), when there is not sufficient information (e.g. SSN). Upon request by the DRS, PACSES will also perform locate services for custodial parents in a Title IV-D support case.

- (g) Unemployment Compensation Intercept: DHS shall serve as the liaison with the Department of Labor and Industry, and supervise and maintain the unemployment compensation intercept program as required by federal and State laws and regulations.
- (h) Federal Tax Refund Offset Program (FTROP): DHS shall serve as the liaison between the Commonwealth of Pennsylvania and the Department of Health and Human Services, Office of Child Support Enforcement, for the purpose of maintaining the FTROP.
- (i) Other Supportive Services: Provide technical and supportive services to the DRS such as assistance with Project: Save Our Children referrals and other special initiatives as arise.
- (j) Training: DHS shall provide statewide knowledge and skills development training to DRS staff through the Pennsylvania Child Support Enforcement Training Institute (PACSETI) to optimize Pennsylvania's Title IV-D Program and enhance performance. PACSETI curriculum is jointly developed by DHS and DRAP, and includes instruction in policy, procedures, operations, and PACSES to support DRS operations. Training programs are onsite initiatives, computer-based instruction programs, distance learning initiatives, or other strategies to address training needs.

The Training Institute Advisory Board (Board) shall review and guide the establishment and maintenance of a statewide training program. The Board shall

meet quarterly, or as necessary, to review and provide commentary on proposed changes. The Board includes the BCSE Director, the DRAP President, two DRS representatives appointed by the DRAP President, one representative designee from the Philadelphia and Allegheny DRSs, and two individuals appointed by the BCSE Director.

Enrollment in PACSETI is mandatory for all newly-hired DRS staff, regardless of classification and experience level, including Title IV-D attorneys and hearing officers who conduct record hearings, and those whose duties include the use of PACSES. Board policy requires completion of New Hire Training within 6 months of hire. DRS Directors have the discretion to require any person or contractor performing Title IV-D functions to attend New Hire training. DRS Directors may submit to DHS through the PACSETI website requests to waive the New Hire requirement for an individual DRS staff or job classifications whose duties do not require access to PACSES, or whose job requires minimal knowledge of child support laws, rules and operations,

DHS is responsible for the costs of the Training Institute. Travel, lodging, and subsistence expenses shall be the responsibility of the respective DRS. DHS retains the right to alter the Training Institute in the event that DHS incurs a significant decrease in its level of federal Title IV-D fiscal support.

- (k) **Publicity:** Publicize the Title IV-D Child Support Enforcement Program through printed and electronic media. Develop materials which reference the services provided by the DRS in conjunction with the DRAP Public Relations Committee. The DRS shall provide parents with the DHS Child Support Handbook and folder jacket (Pub. 266 and Pub. 266.1 or successors) as follows: in each support order establishment proceeding; at each three-year review; as necessary at a modification conference; and as requested.
- (l) **Interface Activities:** DHS shall develop and maintain interfaces with governmental and non-governmental entities as required by federal and State laws and regulations.
- (m) **Paternity Acknowledgments:** DHS shall maintain a database of all paternity acknowledgement case information reported and sent to DHS. Voluntary Acknowledgements of Paternity (AOPs) on file in the DHS database shall constitute a true and correct image of DHS's paternity registry. The DRS will provide certified copies of AOPs to authorized individuals upon request.
- (n) **Medical Expenditure Data:** DHS shall establish and maintain an electronic interface for the provision of actual medical expenditures data requested by the DRS for recovery from obligors.
- (o) **Statewide Automated Child Support Enforcement System:** DHS shall operate and maintain an automated statewide Pennsylvania Child Support Enforcement System (PACSES) as required by applicable federal and State laws and regulations and Pa. R.C.P. PACSES is any and all information technology

system(s), application(s), network, and hardware DHS provides to the DRS for the operation of the Title IV-D Child Support Enforcement Program.

- (1) PACSES Software Maintenance: DHS is responsible for the ongoing maintenance of the PACSES software. This includes the correction of software problems associated with reported incidents and identified anomalies, and programming associated with meeting federal certification and performance standards, and DRS operational needs consistent with federal and State laws and regulations and Pa. R.C.P. DHS assures the enhancement of PACSES to meet new systems requirements established by the federal government.

The PACSES Advisory Committee (PAC) oversees the management and policy of PACSES and PA SCDU. PAC shall meet quarterly, or as necessary, to review and provide commentary on proposed PACSES operational changes prior to implementation by DHS. PAC is responsible for mediating and resolving any disputes arising from the request of, and justification for, additional hardware and software. PAC includes the BCSE Director, the Directors of the BCSE Divisions of Program Development and Evaluation (DPDE), Child Support Enforcement Systems (DCSES), Financial Services and Transactions (DFST), Central Operations (DCO), and Field Operations (DFO); the Commonwealth managers of Data Management / Network and Application Services; the DRAP President, the DRAP First Vice- President; the Chairperson of the Title IV-D Advisory Committee, and the designees of the Philadelphia and Allegheny DRSs. In addition, PAC shall consist of one representative from each County Class of 2A, 3, 4/5, and 6 /7 / 8, who shall be appointed to the Committee by the President of DRAP and shall serve in an advisory capacity to the Committee.

PAC will review, at the requirements and general systems design phases, initiatives for system enhancement and modification based on the annual scoping document. PAC will review and provide comment on work orders, PACSES Service Requests (PSRs), and change controls based on need, cost, and impact on performance. PAC will periodically monitor the progress of, and test, if otherwise not prohibitive, the approved work initiatives.

The PSR process is the mechanism for DRSs to identify PACSES' systems issues and request enhancements or special data corrections. Request network changes, office relocation coordination, and management level network reports with the PSR. The Data Processing Service Request (DPSR) is the mechanism to request special non-recurring reports. DHS may charge a requesting county the costs associated with the development of PSRs/DPSRs that do not contribute to a federal or State requirement, and limit the programmatic or geographical application. DHS will submit estimated costs to the requesting county for approval prior to the initiation of any work. DHS will consider expanding the scope of PACSES system resources to assist

county-specific processes and initiatives submitted through the PSR process that are specifically intended to optimize federal performance measures.

- (2) **Installation:** DHS is responsible for the installation of all PACSES hardware, software, and telecommunications wiring, or alternate internet link for access to PACSES, necessary to support authorized DRS complement. DHS will provide equipment in accordance with the ratio of staff to equipment. Any moves or alterations requiring new cable plants or deviations in PACSES network design require written approval by DHS.
- (3) **Additional Equipment Within Complement:** The DRS must submit a request for additional PACSES equipment, justifying the need due to increases in DRS staff complement. Upon approval, DHS is responsible for procuring and installing the equipment, telecommunications lines, or internet links, and ensuring that additional equipment will not negatively affect system performance within 60 calendar days or less of approval.
- (4) **Maintaining Equipment:** DHS maintains all hardware installed in the DRS by DHS. DHS will not maintain equipment not procured and installed by DHS. The DRS is responsible for repair costs associated with improper use, unauthorized attempts to repair, accidental damage, theft, or other loss of PACSES equipment. DHS is responsible for equipment repairs completed in accordance with the same time-frame standard as contained within the DHS contract with the hardware and software vendors. DHS authorized maintenance personnel determine the damage. DHS and DRS staff may review the determination.
- (5) **Upgrading Equipment:** DHS is responsible for procuring and installing all upgrades to DHS hardware and software that is necessary for the ongoing operation of PACSES. DHS must approve the installation of any software or hardware products on DHS equipment that are not part of PACSES. Any upgrades or modifications to hardware or software not authorized or completed by DHS may void the maintenance agreement; related repair costs will be the responsibility of the DRS. DHS will recover repair or restoration costs associated with a failure to comply with this provision by offsetting incentive payments due and payable to the DRS subject to the provisions of Section 5.8.
- (6) **Problem Reporting:** DHS is responsible for staffing and maintaining the PACSES Helpdesk. The DRS must report all hardware, software, and telecommunication problems unresolved at the DRS by the PACSES Coordinator to the PACSES Helpdesk to coordinate and manage for resolution. DHS is responsible for correcting hardware and software problems in accordance with the timeframes established in DHS's contract with the hardware and software vendors. PAC resolves any disputes regarding the correction of hardware problems.



- (7) PACSES Software Training: DHS will provide training for new or changed functionality in advance of implementation.
- (p) Title IV-D Advisory Committee: DHS shall maintain the Title IV-D Advisory Committee whose purpose shall be to review and provide commentary on all proposed DRS Memoranda developed for issuance by DHS to county DRSs. The Committee shall meet quarterly, or as needed. The Committee shall consist of the BCSE Director, the Director of the BCSE Divisions of DPDE, DCSES, DFST, DCO, and DFO, the Chairperson of the DRAP Title IV-D Advisory Committee, the DRAP President, three additional DRS representatives appointed by the DRAP Board, the designees of the Allegheny and Philadelphia County DRSs, Counsel for the Domestic Relations Procedural Rules Committee, and a representative from the County Commissioners Association of Pennsylvania. The chairperson of the Committee shall provide DRAP commentary to DHS.

DHS shall submit draft DRS Memoranda to the Committee through the chairperson for consideration and comment. The draft shall contain information which outlines the issue/problem, the state and/or federal law(s) and/or regulation(s) involved, and if relevant, the Cooperative Agreement provisions at issue. The Committee shall have 15 business days to review and comment on proposed memoranda. The chairperson of the Committee or the Director of BCSE or designee may request a meeting within the time period noted above to further discuss/clarify concerns. During the meeting, if needed, the Committee determines the extended review and comment period. Following receipt of comments, and/or the meeting, DHS will submit a revised memorandum, including the DHS response to the Committee comments, for a final review. The Committee shall have 10 business days to conclude its review. After the second review, DHS may issue the memorandum as binding. In no instance may the total review period exceed 30 business days. DHS will not submit a revised memorandum to the Committee for a second review when there are no comments from the first review. In addition to the DRS Memorandum process, DHS may issue informational memoranda which do not require review by the Committee and are not binding.

Pursuant to Section 1.2, this agreement does not encroach upon the independence of the judiciary in the determination of the issues of any case in the Court. The County and DRS agree to be bound by the provisions of DRS Memoranda which are consistent with this Cooperative Agreement and do not violate federal or State law or regulations or the Pa. R.C.P. Nothing herein shall be construed to preclude DHS from immediately issuing DRS Memoranda providing new or revised federal or State statutory or federal regulatory Title IV-D mandated requirements, or to maintain federal approval of the Title IV-D State Plan. Training announcements and informational material issued by DHS shall not be bound by this paragraph.

- (q) Reports: DHS shall submit complete and accurate reports in such form and at such time as required by federal law or regulations.

- (r) Statewide Genetic Testing Contract: DHS and/or the Department of General Services shall procure a statewide contractor for the completion of activities associated with DNA genetic testing of parents and children for the establishment of parentage under the Title IV-D Program. DHS and its vendor shall honor necessary and reasonable service levels of the DRS based on DRS contracts entered into prior to the effective date of the statewide genetic testing contract. The County or DRS is responsible for payment of genetic testing invoices received directly from the contractor or DHS pursuant to the statewide genetic testing contract. Genetic testing of parents and children in Title IV-D cases shall occur under Commonwealth procurement rules of the statewide genetic testing contract. DRS requests for testing that occurs outside the statewide contract or additional services not approved by DHS are at the sole expense of the County or DRS. The DRS may not submit such expenses to DHS for federal financial participation (FFP). 45 CFR 303.5(c) and (e)(2).
- (s) Title IV-A Personal Appearance Waiver: The DRS may submit to DHS a request to waive the requirement of personal appearance when another procedure is as efficient and effective. (23 Pa. C.S. 4378(a)). DHS will grant waivers for up to 5 years when the DRS demonstrates improved efficiencies and the DRS and local CAO have written agreed upon procedures.
- (t) DHS Arrears Forgiveness: DRS may submit to DHS for review and approval, proposals for local programs which result in forgiveness of arrears owed to DHS. In modification or termination proposals, Pa. R.C.P. Rule 1910.19(f) permits the court to remit arrears without prejudice if the court-ordered support obligation can no longer be enforced or collected due to the inability of the obligor to pay. DRS application of Rule 1910.19(f) does not require DHS prior approval.
- (u) Limited English Proficiency: DHS provides telephonic interpreter and document translation services for Title IV-D services to ensure compliance with Title VI of the Civil Rights Act of 1964, 45 CFR Part 80, and the Title IV-D State Plan.

#### 4.5. Record Retention

DHS maintains case records under this agreement in accordance with the Administrative Office of Pennsylvania Courts' record retention and disposition schedule. DHS agrees to incorporate the AOPC's PDF/A electronic document archival solution into PACSES Imaging.

### **5. Reimbursement of Title IV –D Expenditures**

#### 5.1. Annual Budget Plan

The DRS shall complete an Annual Budget Plan (Plan) in a format provided by DHS (ATTACHMENT C), or its successors. The Plan must project annual estimated expenditures for services rendered under this agreement. Submit the Plan to DHS for review within 30 calendar days of the beginning of the DRS's fiscal year to comply with State reporting requirements. The DRS must inform DHS of any changes to its

Annual Budget Plan that constitute an increase in total budgetary spending and/or an increase of more than twenty (20) percent in any budget category. In accordance with Pa. R.C.P. Rule 1910.4, the county/court shall not impose fees in actions for child support, spousal support and alimony pendente lite, unless authorized by statute. All fees collected by the DRS shall be through PACSES.

## 5.2. Indirect Costs of County Agencies

The DRS may claim federal Title IV-D reimbursement for services associated with the administration of the Title IV-D Child Support Enforcement Program performed by other county agencies attributable to the Title IV-D program, provided such services are not duplicated by PACSES or the State Collection and Disbursement Unit (SCDU). A central services cost allocation plan (CSCAP), developed and submitted for payment in accordance with applicable federal and State laws and regulations, will determine the amount the DRS may claim. The county must submit the CSCAP, which is subject to audit, to DHS to be eligible for payment of indirect costs. The DRS shall reimburse the county for the indirect services at the applicable FFP rate.

## 5.3. Advance Approval Requirement

The DRS must secure advance written approval from DHS, in accordance with Section 5.6, 45 CFR Part 75, including any subsequent amendments, and the County Code, when requesting reimbursement for costs associated with the following:

- (a) Purchase of capital assets, or general purpose equipment, as defined in 45 CFR 75.2, that the total cost exceeds \$5,000.
- (b) Any contract or agreement for the purchase of or services to capital assets, or general purpose equipment that the total cost exceeds \$5,000.
- (c) All legal service contracts or agreements and any Intergovernmental Agreement with another county agency for child support establishment and/or enforcement services, or building security services, that will be performed by nonDRS employees.

DHS shall respond to requests within 20 business days, provided that sufficient information accompanies the request. BCSE agrees to work with DRAP to improve response time to requests, with the goal of 10 business days.

## 5.4. Invoicing Deadline

The DRS shall submit an invoice, the Monthly Statement of Expenditures (MSE), with appropriate supporting documentation for reimbursement of costs of carrying out this agreement no later than 90 calendar days after the end of the month for DHS to comply with federal reporting requirements. DHS shall provide the MSE form. Under no circumstances shall DHS alter any MSE submitted by the DRS without approval of the DRS. The DRS shall also submit supplemental MSEs for expenditures that were not previously claimed or were over- or under-claimed within 21 months of the

date of the expenditure. (45 CFR 95.7). DHS will deny supplemental MSEs for expenditures not submitted within 21 months of date of the expenditure.

#### 5.5. Reimbursement by DHS of Expenditures

Upon receipt of a properly completed MSE from the DRS, DHS shall pay the DRS at the appropriate federal reimbursement rate, within 45 calendar days, for the allowable expenditures claimed on the invoice in accordance with federal laws and regulations. Reimbursement of travel expenses is at the county rate. In the absence of a county rate, the applicable federal rate will apply.

#### 5.6. Expenditures Must be Federally Reimbursable

The DRS is not entitled to any reimbursement for expenditures which are not reimbursable under Title IV-D or applicable federal laws and regulations. The DRS must exclude from expenditures claimed on a MSE all fees: 1) that are collected under the Title IV-D Program; 2) all interest income earned during the month resulting from services provided under the Title IV-D Program as required in 45 CFR 304.50; and 3) incentives-paid costs in accord with prevailing federal law or regulation.

The DRS shall reconcile all reported expenditure estimates to actual, verifiable amounts. Report expenditure reconciliation adjustments on MSEs submitted for the specific calendar year. The DRS must support all expenditures with readily available accounting records and source documentation or an approved cost allocation plan, as applicable.

The DRS is not entitled to reimbursement for expenditures which require preapproval under this agreement or by federal laws or regulations when the DRS did not obtain DHS preapproval.

#### 5.7. Recovery of Federal Overpayments

DHS will notify the DRS in writing of an alleged overpayment and the basis for the overpayment. The notice shall set forth DRS appeal rights and provide procedures to file an appeal. If the DRS agrees or does not file a timely appeal from the notice of overpayment, then any overpayment to the DRS shall be repaid to DHS in accordance with Section 5.8 of this agreement. If the DRS does not select a repayment method within 30 calendar days of the notice, DHS reserves the right to select the repayment method if sufficient funds are not available under the recoupment method. In the event of appeal by the DRS, DHS agrees to refrain from recouping the overpayment until resolution of the case through final adjudication within DHS. Nothing herein prevents the DRS from seeking a stay of recovery of the alleged overpayment in the appellate court.

#### 5.8. Recovery of Commonwealth Expenditures

DHS will notify the DRS in writing of a Commonwealth expenditure or reimbursement for which repayment is sought from the county. The notice shall set forth the DRS appeal rights and provide procedures to file the appeal. If the DRS agrees to

repay the amount specified on the notice, or does not file a timely appeal, then any repayment from the DRS to DHS shall be repaid to DHS by one of two methods: 1) recouping the overpayment from future payments due the DRS over a period not exceeding two years provided the DRS documents fiscal necessity; or 2) lump-sum repayment by the DRS. (45 CFR 304.40).

#### 5.9. Deferral of Questionable Expenditures

DHS may defer payment for specific line items on an invoice pending a review of the allowability of those costs under this agreement or federal laws or regulations. When DHS questions an expenditure, the DRS must provide DHS with additional information prior to DHS making payment. Following a 30 calendar day written notice from DHS to the DRS, DHS may defer payment pending receipt of the County/DRS annual budget plan or may withhold payment pending receipt of necessary information to verify ongoing costs which DHS requires reconciliation or other accounting under DRS Memoranda, federal or State law or federal regulations. DHS will not pay questioned expenditures which the county/DRS did not provide supporting documentation and the date of the expenditure is beyond the 21-month time frame.

#### 5.10. Local Funding Requirement

Local government is responsible for providing the non-federal share of the cost of the Title IV-D Program. In accord with 45 CFR 305.35, at no time shall the county's share in any fiscal year during the term of this agreement be lower than the average of the county's contribution to the Title IV-D DRS operation in federal fiscal years (FFY) 1996, 1997, 1998. Incentive payments to the county/court - DRS shall be used solely to advance the effectiveness of the Title IV-D Program, and may not be used to supplant the county contribution.

#### 5.11. Reconciling Retirement Expenses

To comply with 45 CFR 304.21 (c) and 45 CFR Part 75, including any subsequent amendments, the DRS shall submit a Retirement Reconciliation Worksheet (RRW) to DHS for each reporting calendar year to reconcile retirement costs from reported estimated expenditures to actual expenditures. The DRS shall submit the RRW to DHS within the timeframes established by DRS Memoranda. If there is an overstatement of expenditures for the reporting calendar year, a supplemental MSE shall accompany the RRW. If there is an understatement of expenditures for the reporting calendar year, the DRS may submit a supplemental MSE. If the county/DRS does not contribute cash payments during the year, the DRS must submit a RRW informing DHS that there was no activity for the prior year. The DRS Director, the Chief Clerk's Office, or the County Controller's Office must sign the RRW.

## **6. Incentive Payments**

### **6.1. Computation of Incentive Payments**

The DRS is entitled to earn a portion of the incentive monies paid to DHS by the federal government for performance in Title IV-D cases. DHS shall pass on to the counties federal incentive monies based on the counties' proportionate share of aggregate Title IV-D Child Support Enforcement Program expenditures. DRS's share shall reflect its relative score for each category of performance as set forth by federal laws and regulations.

### **6.2. Payment of Incentives**

- (a) DHS shall pay estimated incentive payments to the DRS quarterly. Within 60 calendar days of receipt of final written federal notification confirming incentives earned by DHS for the FFY, DHS shall compute the actual incentive due the DRS for that year. DHS shall pay any incentive money owed to the DRS after DHS receives the federal funds as a fifth and final payment for the year. Any miscalculations resulting in an underpayment, DHS shall pay the DRS no later than 30 calendar days of identification of the underpayment. Any overpayment of incentives to the DRS, DHS will recover through a corresponding offset to the next quarterly incentive payment.
- (b) Actual Incentive Formula: The actual incentive payment to the DRS shall be calculated as follows, based on data warehouse records extracted from PACSES, and expenditure data from DRS MSEs:

DETERMINATION OF PATERNITY ESTABLISHMENT PERFORMANCE LEVEL- The paternity establishment performance level for a DRS for a FFY is determined by dividing the number of children in the DRS caseload with paternity established or resolved, by the number of children for whom paternity must be established or resolved. The applicable percentage with respect to a DRS's paternity establishment performance level is as follows:

If the paternity establishment performance level is:		The applicable Percentage is:
At least:	But less than:	
80%.....	.....	100
79%.....	80%.....	98
78%.....	79%.....	96
77%.....	78%.....	94
76%.....	77%.....	92
75%.....	76%.....	90
74%.....	75%.....	88
73%.....	74%.....	86
72%.....	73%.....	84
71%.....	72%.....	82
70%.....	71%.....	80
69%.....	70%.....	79
68%.....	69%.....	78
67%.....	68%.....	77
66%.....	67%.....	76
65%.....	66%.....	75
64%.....	65%.....	74
63%.....	64%.....	73
62%.....	63%.....	72
61%.....	62%.....	71
60%.....	61%.....	70
59%.....	60%.....	69
58%.....	59%.....	68
57%.....	58%.....	67
56%.....	57%.....	66
55%.....	56%.....	65
54%.....	55%.....	64
53%.....	54%.....	63
52%.....	53%.....	62
51%.....	52%.....	61
50%.....	51%.....	60
0%.....	50%.....	0.

If the paternity establishment performance level of a DRS for a FFY is less than 50 percent but exceeds by at least 10 percentage points the paternity establishment performance level of the DRS for the immediately preceding FFY, then the applicable percentage with respect to the DRS's paternity establishment performance level is 50 percent.

DETERMINATION OF SUPPORT ORDER PERFORMANCE LEVEL-The support order performance level for a DRS for a FFY is determined by dividing the number of court orders for support by the number of cases in the DRS caseload. The applicable percentage with respect to a DRS's support order performance level is as follows:

If the support order performance level is:		The applicable Percentage is:
At least:	But less than:	
80%.....	.....	100
79%.....	80%.....	98
78%.....	79%.....	96
77%.....	78%.....	94
76%.....	77%.....	92
75%.....	76%.....	90
74%.....	75%.....	88
73%.....	74%.....	86
72%.....	73%.....	84
71%.....	72%.....	82
70%.....	71%.....	80
69%.....	70%.....	79
68%.....	69%.....	78
67%.....	68%.....	77
66%.....	67%.....	76
65%.....	66%.....	75
64%.....	65%.....	74
63%.....	64%.....	73
62%.....	63%.....	72
61%.....	62%.....	71
60%.....	61%.....	70
59%.....	60%.....	69
58%.....	59%.....	68
57%.....	58%.....	67
56%.....	57%.....	66
55%.....	56%.....	65
54%.....	55%.....	64
53%.....	54%.....	63
52%.....	53%.....	62
51%.....	52%.....	61
50%.....	51%.....	60
0%.....	50%.....	0.

If the support order performance level of a DRS for a FFY is less than 50 percent but exceeds by at least 5 percentage points the support order performance level of the DRS for the immediately preceding FFY, then the applicable percentage with respect to the DRS's support order performance level is 50 percent.



DETERMINATION OF CURRENT SUPPORT PAYMENT PERFORMANCE LEVEL-The current support payment performance level for a DRS for a FFY is determined by dividing the total amount of current support collected during the FFY by the total amount of current support owed during the FFY. The applicable percentage with respect to a DRS's current payment performance level is as follows:

If the support order performance level is:		The applicable Percentage is:
At least:	But less than:	
80%.....	.....	100
79%.....	80%.....	98
78%.....	79%.....	96
77%.....	78%.....	94
76%.....	77%.....	92
75%.....	76%.....	90
74%.....	75%.....	88
73%.....	74%.....	86
72%.....	73%.....	84
71%.....	72%.....	82
70%.....	71%.....	80
69%.....	70%.....	79
68%.....	69%.....	78
67%.....	68%.....	77
66%.....	67%.....	76
65%.....	66%.....	75
64%.....	65%.....	74
63%.....	64%.....	73
62%.....	63%.....	72
61%.....	62%.....	71
60%.....	61%.....	70
59%.....	60%.....	69
58%.....	59%.....	68
57%.....	58%.....	67
56%.....	57%.....	66
55%.....	56%.....	65
54%.....	55%.....	64
53%.....	54%.....	63
52%.....	53%.....	62
51%.....	52%.....	61
50%.....	51%.....	60
49%.....	50%.....	59
48%.....	49%.....	58
47%.....	48%.....	57
46%.....	47%.....	56
45%.....	46%.....	55
44%.....	45%.....	54
43%.....	44%.....	53
42%.....	43%.....	52
41%.....	42%.....	51
40%.....	41%.....	50
0%.....	40%.....	0.

If the current payment performance level of a DRS for a FFY is less than 40 percent but exceeds by at least 5 percentage points the current payment performance level of the DRS for the immediately preceding FFY, then the applicable percentage with respect to the DRS's current support payment performance level is 50 percent.

#### DETERMINATION OF ARREARAGE SUPPORT PAYMENT PERFORMANCE LEVEL-

The arrearage support payment performance level, i.e., cases paying on arrears, for a DRS for a FFY is determined by dividing the total number of cases in which payments of child support arrears were received during the FFY by the total amount of cases in which there is a child support arrearage owed. The applicable percentage with respect to a DRS's arrearage payment performance level is as follows:

If the arrearage payment performance level is:		The applicable Percentage is:
At least:	But less than	
80%.....	.....	100
79%.....	80%.....	98
78%.....	79%.....	96
77%.....	78%.....	94
76%.....	77%.....	92
75%.....	76%.....	90
74%.....	75%.....	88
73%.....	74%.....	86
72%.....	73%.....	84
71%.....	72%.....	82
70%.....	71%.....	80
69%.....	70%.....	79
68%.....	69%.....	78
67%.....	68%.....	77
66%.....	67%.....	76
65%.....	66%.....	75
64%.....	65%.....	74
63%.....	64%.....	73
62%.....	63%.....	72
61%.....	62%.....	71
60%.....	61%.....	70
59%.....	60%.....	69
58%.....	59%.....	68
57%.....	58%.....	67
56%.....	57%.....	66
55%.....	56%.....	65
54%.....	55%.....	64
53%.....	54%.....	63
52%.....	53%.....	62
51%.....	52%.....	61
50%.....	51%.....	60
49%.....	50%.....	59
48%.....	49%.....	58
47%.....	48%.....	57
46%.....	47%.....	56
45%.....	46%.....	55
44%.....	45%.....	54
43%.....	44%.....	53

42%.....	43%.....	.....52
41%.....	42%.....	.....51
40%.....	41%.....	.....50
0%.....	40%.....	.....0.

If the arrearage payment performance level of a DRS for a FFY is less than 40 percent but exceeds by at least 5 percentage points the arrearage payment performance level of the DRS for the immediately preceding FFY, then the applicable percentage with respect to the DRS’s arrearage payment performance level is 50 percent.

**DETERMINATION OF COST-EFFECTIVENESS PERFORMANCE LEVEL-** The cost-effectiveness performance level for a DRS for a FFY is determined by dividing the total amount collected during the FFY by the total amount expended during the FFY expressed as a ratio. The applicable percentage with respect to a DRS’s cost-effectiveness performance level is as follows:

If the cost-effectiveness performance level is:		The applicable Percentage is:
At least:	But less than:	
5.00.....	.....	100
4.50.....	4.50.....	90
4.00.....	4.00.....	80
3.50.....	3.50.....	70
3.00.....	3.00.....	60
2.50.....	2.50.....	50
2.00.....	2.00.....	40
0.00.....		0.

The non-federal share of the Unemployment Compensation Intercept and IRS Federal Tax Refund Offset Program (FTROP) programs are DHS costs. DHS retains the IRS FTROP service fees.

- (c) In the event DHS receives total annual incentive funds insufficient to make distribution in accordance with subsection (b) above, the actual incentive as set forth therein shall be reduced for both DHS and the DRS in proportion to the total amount of the actual federal incentives received.
- (d) The incentive base amount for a fiscal year is the sum of the DRS’s performance level percentages multiplied by the DRS’s corresponding maximum incentive base on each of the following measures: the paternity establishment performance level; the support order performance level; the current collections performance level; the arrears collections performance level; and the cost-effectiveness performance level.
- (e) For incentive purposes, the measures will be weighted in the following manner. Each DRS will earn five scores based on performance on each of the five

measures. Each of the first three measures (paternity establishment, order establishment, and current collections) earn 100 percent of the collections base as defined in Section 6.2(f). The last two measure, (cases paying on arrears and cost-effectiveness) earn a maximum of 0.75 percent of the collections base as defined in Section 6.2(f).

- (f) The incentive payment for a DRS for a fiscal year is equal to the total DRS incentive payment pool for the fiscal year, multiplied by the DRS incentive payment share for the fiscal year. The DRS incentive payment share for a fiscal year is the incentive base amount for the DRS for the fiscal year divided by the sum of the incentive base amounts for all of the DRSs for the fiscal year. The DRS's maximum incentive base amount for a fiscal year is the DRS's collections base for the fiscal year for the paternity establishment, support order, and current collections performance measures and 75 percent of the DRS's collections base for the fiscal year for the arrearage collections and cost-effectiveness performance measures. The DRS collections base for a fiscal year is equal to two times the sum of the total amount of support collected for current assistance cases plus two times the total amount of support collected in former assistance cases, plus the total amount of support collected in never assistance cases during the fiscal year, i.e.,  $2 \times (\text{Current Assistance collections} + \text{Former Assistance collections}) + \text{all other Title IV-D collections}$ .
- (g) The DRSs maximum incentive base amount will be zero if DHS determines that the data which the DRS submitted for the fiscal year and which is used to determine the performance level involved is not complete and reliable in accordance with federal laws and regulations.

### 6.3. Use of Federal Reimbursement and Incentive Monies

Place all federal reimbursement and incentive payments paid to the County/DRS in the Title IV-D Account, which is a separate restricted account and identified as a special revenue fund by separate fund accounting as defined by Statement No.54, Fund Balance Reporting and Governmental Fund Type Definitions, issued by the Government Accounting Standard Board (GASB 54). GASB 54 specifies that a fund is defined as a fiscal and accounting entity with a self-balancing set of accounts recording cash and other financial resources, together with all related liabilities and residual equities or balance, and changes therein, which are segregated for the purpose of carrying on specific activities or attaining certain objectives in accordance with special regulations, restrictions or limitations. Special revenue funds are used to account for the proceeds of specific revenue sources (other than major capital projects) that are legally restricted for specified purposes. In accordance with GASB 54, the Title IV-D Account is classified as a restricted account and shall be reported as such in the county's financial records.

- (a) Earmark and use reimbursement monies and interest thereon solely for the purpose of maintaining or strengthening the Title IV-D program in the county. All interest earned on Title IV-D monies shall remain with the principal.

- (b) Use incentive payments in accordance with federal laws, regulations, and DRS Memorandum 2001-38, Guidelines for Spending Incentives, including any successor memoranda.
- (c) When incentive funds are transferred out of the Title IV-D account, they are deemed spent on the date that the transfer occurs.
- (d) All disbursements from the Title IV-D Account(s), saving, checking, or investments, require the prior authorization of both the court and the County Commissioners.
- (e) Reimbursement and incentive monies and the interest therein may not be used to fund non-Title IV-D expenditures or Title IV-D expenditures that are not reported to DHS in accordance with Section 5.4, with the exception of capitalized asset purchase subject to Title IV-D depreciation regulations, or disbursements made in accordance with Section 5.3 of this agreement..
- (f) Re-deposit reimbursement and incentive funds into the restricted Title IV-D account in proportion to the percentage of Title IV-D funds used to generate reimbursable costs.
- (g) Submit an Annual Title IV-D Account Statement to DHS for review within the timeframes established by DRS Memoranda. The Annual Title IV-D Fund Statement must report the DRS's prior fiscal year Title IV-D Account fund activity in a format provided by DHS.
- (h) Fifteen percent of DHS's FFY share of incentive monies shall be set aside as Special Improvement Project funds, which shall be used at the discretion of DHS to improve the performance or collections base of a local Title IV-D agency. DHS shall award and administer Special Improvement Project funds to selected DRSs, which may vary from year to year, whose operations and performance are amenable to improvement through the availability of additional funds. DHS and the selected counties shall agree on the terms, duration, and outcomes of such transfers of funds, which shall not be considered an entitlement of any County DRS.

#### 6.4. Statement of Federal Incentives Received

Within 60 calendar days of receipt of federal incentive funds, DHS shall provide the DRS with a detailed financial statement which sets forth the total amount of federal incentive money received by DHS during the FFY and distribution of said funds to the counties participating in the Child Support Enforcement Program.

#### 6.5 Reopener

Should the federal government and/or the Pennsylvania General Assembly alter the structure for payment of incentives and/or funding structure of the Title IV-D Child Support Enforcement Program, or the amount of federal funding is changed, Section 6 of this Cooperative Agreement shall be renegotiated. To the extent DHS continues to

receive federal incentives and FFP prior to and during any period of renegotiation of this section, DHS shall continue to disburse such monies to the DRS/County in accordance with this agreement subject to final upward/downward adjustment based on the effective date of the change in the federal structure for payment of incentives and/or funding as mandated by federal law.

## **7. Incentives for DRS Establishment and Enforcement of Medical Support**

As long as provided by federal law, DHS shall pay a 15 percent incentive based on actual medical support payments collected by the DRS in TANF, IV-E, and Non-TANF Medicaid cases, representing reimbursement of Title XIX Medicaid expenditures (42 CFR 433.153). DHS will pay an additional medical support incentive payment in Title IV-D cases as established by federal laws and regulations under the medical support performance standards and incentive structures if the Commonwealth receives additional federal incentive funds for medical support performance. In the event that the federal government enacts a law or promulgates regulation for a medical support performance standard, this Cooperative Agreement shall be deemed to incorporate by reference the federal law or regulation, including the standard of performance and corresponding incentive measures and the calculation of the incentive payment.

## **8. Audits and Corrective Action Plans**

### **8.1 Audits**

It is hereby understood and agreed the DRS's performance under this agreement shall be audited in accordance with Audit Clause A, ATTACHMENT D or its successors.

- (a) DHS will provide the DRS a minimum of a 30 calendar day advance notice of an audit.
- (b) DHS will provide the County and DRS officials a draft report with the audit results. County and DRS officials have 15 calendar days from the date of the draft report, with an additional 15 calendar days upon request, to provide comments to be included in the final report. If no comments are received, the draft report will be issued in final form. DHS will issue reports in final form when no material deficiencies have been noted as a result of the audit.
- (c) Final audit reports are public information and as such will be made available to all DRSSs.

### **8.2. Program Performance and Operating Standards**

- (a) DHS has full discretion in deciding to conduct performance audits. Notwithstanding any other provision of this Agreement, DHS agrees that a performance audit is not warranted when DRS performance meets or exceeds the federal statutory program performance indicators at 45 CFR 305 regarding incentive payments for:
  - paternity establishment (80%)

- establishment of support orders (80%)
  - collection of current support (80%)
  - cases paying on arrears (80%)
  - cost effectiveness (5.00)
- (b) DHS audit criteria relative to DRS performance are pursuant to the federal Standards for Program Operations. (45 CFR Part 303) Standards of operation generally are as follows:
- (1) 303.2 requires the DRS open a case within 20 calendar days of the date the DRS receives an application or referral for Title IV-D services.
  - (2) 303.3 requires the DRS access all appropriate locate sources, including the Federal Parent Locator Service, within 75 calendar days of determining a case requires locate services.
  - (3) 303.4 requires the DRS establish an order for support or complete service of process necessary to commence proceedings to establish paternity, if necessary, and a court order within 90 calendar days of locating the alleged noncustodial parent.
  - (4) 303.6(c)(2) requires the DRS take any appropriate enforcement action (excluding income withholding and federal and State income tax refund offset) within no more than 30 calendar days from the date of a delinquency or other support-related noncompliance.
  - (5) 303.8(b)(6) requires the DRS to notify each parent subject to a child support order at least once every three years of the right to request a review of the order. 303.8(e) further requires the DRS to review and adjust as appropriate child support order(s)
  - (6) 303.31 and 303.32 requires the DRS to obtain cash and/or health insurance medical support for children in Title IV-D cases.

### 8.3. Determination of Noncompliance

- (a) Should DHS determine by BCSE audits, other government entity, or entity under contract to a government entity; other reports maintained in PACSES or the data warehouse; confirmed documentation from PACSES performance indicators or self-assessment program compliance efficiency ratios provided in Section 8.2; or that the DRS is not in compliance with the provisions of federal or State laws or regulations, Pa. R.C.P., or this Cooperative Agreement, then DHS shall issue written notice of such noncompliance.
- (b) In addition, DHS may issue a notice of noncompliance for a DRS's performance indicator that does not equal or exceed 80%.
- (c) In either case, the notice will advise the DRS of the nature of the noncompliance and/or performance issue or the inadequacy of performance, and require the

submission of a written corrective action plan (CAP) pursuant to Section 8.4 within 30 calendar days, with an additional 30 calendar days upon request. DHS will review within 30 calendar days of receipt from the county/DRS. DHS staff will be available to provide technical assistance to correct the finding upon receipt of a written request from the DRS.

#### 8.4. Corrective Action Plans

The county/DRS shall submit a written corrective action plan (CAP) within 30 calendar days of the date of the notice of noncompliance or issuance of the final audit report. The county/DRS may request an additional 30 calendar days to complete a CAP. DHS will review and approve or disapprove the CAP within 30 calendar days of receipt. Except in extraordinary circumstances, DHS will not approve a CAP that requires more than six months for completion. DHS may, for good cause, extend the deadline for completion of an approved CAP. The six-month corrective action period will begin with the date of the plan approval by DHS.

A request for technical assistance does not constitute an extension of the 30 calendar day plan submission period nor the six-month period to complete a CAP. Matters under appeal pursuant to Section 8.7 are stayed and do not need included in the CAP. Failure to submit a written CAP will result in suspension of federal reimbursement or incentive funds pursuant to Section 8.5.

#### 8.5. Suspension of Payments

DHS may suspend all or part of any payments(s) of federal reimbursement and/or incentive money to the County/DRS under any one of the following circumstances:

- (a) The county/DRS is not in compliance with federal laws, federal regulations or a federal court order and said noncompliance poses either an imminent risk of federal disapproval of all or part of Pennsylvania's Title IV-D State Plan or a loss of federal funds by the Commonwealth;
- (b) The County/DRS fails to submit a CAP as required by Section 8.3(c) and Section 8.4;
- (c) The County/DRS fails to comply with a CAP approved pursuant to Section 8.4 or fails to obtain performance improvements under Section 8.3, subparagraph (b); or,
- (d) DHS disapproves the CAP submitted pursuant to Section 8.3(c) and the County/DRS does not submit an approvable CAP within 30 calendar days of receipt of the DHS disapproval.

With respect to the imposition of sanction or penalty, subsections (a), (b), and (d) shall result in the withholding of all reimbursement and incentive funds pending correction of the deficiency or underlying condition, as specified.



With respect to subsection (c), federal incentive payments shall be withheld in an amount limited to the incentive earned for each performance measure not meeting the 80% standard. Release of withheld incentives will occur when the DRS achieves the performance standard of 80%, or a DRS and DHS agreed upon percentage, for that performance measure by the conclusion of the period of corrective action. DHS may withhold all federal reimbursement and incentive funds due the DRS when the performance standard of 80%, or a DRS and DHS agreed upon percentage, is not achieved at the conclusion of the second six-month period of corrective action. Release of reimbursement and incentive funds will occur when the DRS achieves the performance standard of 80%, or a DRS and DHS agreed upon percentage, for the affected performance measures and the DRS has continued to submit MSEs to DHS.

<u>Performance Measures</u>	<u>Percent of incentive Award Subject to Withholding</u>
Order Establishment	22%
Paternity Establishment	22%
Current Collections	22%
Case with An Arrears Collection	17%
Cost Effectiveness	17%
	<u>100%</u>

#### 8.6. Penalties for Noncompliance

The use of this penalty provision is an alternative to, and does not prohibit, the total suspension of funding under Section 8.5 nor does it alter the effect of Section 5.6.

If DHS finds the DRS not to be in substantial compliance with federal or State laws, regulations, or this agreement, and the DRS does not achieve substantial compliance within the approved corrective action period, a reduction may occur to the total payments to the County/DRS under Title IV-D in an amount equivalent to the DRS's estimated quarterly incentive payment.

#### 8.7. Appeal of Determination of Noncompliance, Penalty or Sanction

Whenever a determination of noncompliance results in a penalty or sanction under Section 8.5, the county/DRS has a right to and, upon request, may appeal the imposition of the penalty or sanction according to regulations under the general rules of appellate practice and procedure. 1 Pa. Code Chapters 31, 33, and 35. The notice of penalty or sanction shall set forth the county/DRS appeal rights and provide procedures to file the appeal. This in no way abrogates the right to appeal through the appellate court process following exhaustion of administrative remedies in DHS. In the event of an appeal by the DRS, DHS's determinations under this section shall be stayed until the appeal is finally adjudicated. If the penalty or sanction involves an overpayment or reimbursement of federal funds, the matter under appeal will only be stayed until final adjudication within DHS. If DHS shows, by a preponderance of the evidence, that the DRS has caused an imminent risk of either federal disapproval of all or part of Pennsylvania's State Plan or a loss of federal funds by the Commonwealth, the Bureau

of Hearings and Appeals may order that the penalty or sanction be implemented pending appeal.

## **9. Affirmation of Federal Supremacy**

All parties affirm that they shall comply with the requirements of Title IV-D of the Social Security Act, implementing federal regulations, and other applicable federal laws and regulations and requirements. The DRS and DHS shall jointly take all steps necessary and appropriate to fulfill this obligation.

## **10. Term, Amendment, and Cancellation**

### **10.1. Term of Agreement**

Subject to the availability of federal funds, this Cooperative Agreement shall be effective October 1, 2020, and shall terminate September 30, 2025.

### **10.2. Amendments or Waivers**

Parties agree that this Cooperative Agreement shall conform to all present State and federal laws and regulations and any future changes in these laws and regulations. All other additions modifications, alterations, or waivers of the provisions of this Cooperative Agreement shall be valid only when documented in writing and duly executed by all signatories.

### **10.3. Termination**

DHS or the court and county jointly may terminate this Cooperative Agreement on 180 business days' written notice to either party. In addition to foregoing termination rights, the county and the court shall have an opportunity to terminate this agreement any time there is a reduction in the level of FFP under this agreement. In order to invoke this right of termination, the court and county must jointly notify the DHS in writing of their desire to terminate this agreement no later than 30 business days after DHS notifies the DRS of any reduction in federal funding. Any notice given later than 30 business days shall be ineffective under this provision. Termination under this provision shall occur 180 business days following the date of timely notice of termination to DHS from the county and the court.

### **10.4. General Terms and Conditions**

The general terms and conditions applicable to this Cooperative Agreement are attached hereto and incorporated by reference herein (ATTACHMENT E).

#### 10.5. Lobbying Certification and Disclosure

Commonwealth agencies shall not contract with outside firms or individuals to perform lobbying service regardless of the source of funds. With respect to an award of a federal contract, grant, or cooperative agreement exceeding \$100,000, or an award of a federal loan or a commitment providing for the United States to insure or guarantee a loan exceeding \$150,000, all recipients must certify that they shall not use federal funds for lobbying and must disclose the use of nonfederal funds for lobbying by filling required documentation. See Lobbying Certification Form and Disclosure of Lobbying Activities Form, ATTACHMENT F.

Return the completed and signed forms with the signed Cooperative Agreement.

IN WITNESS WHEREOF, the parties hereto, have caused this Cooperative Agreement to be executed by their officials thereunto duly authorized this \_\_\_\_\_ day of \_\_\_\_\_, 2020.

COUNTY COMMISSIONERS/COUNTY EXECUTIVE

\_\_\_\_\_

CHAIRMAN

PRESIDENT JUDGE \_\_\_\_\_

Approved as to legality and form

\_\_\_\_\_

CHIEF COUNSEL, DEPARTMENT OF HUMAN SERVICES

\_\_\_\_\_

DEPUTY GENERAL COUNSEL, OFFICE OF GENERAL COUNSEL

\_\_\_\_\_

DEPUTY ATTORNEY GENERAL, OFFICE OF THE ATTORNEY GENERAL

COMPTROLLER – DEPARTMENT OF HUMAN SERVICES – DHS

SIGNATURE

SECRETARY – DEPARTMENT OF HUMAN SERVICES

SIGNATURE

Managed by Dept of Procurement & General Services  
 Report ID: CC\_CMMSN\_BIP  
 Set ID: CCGOV

**County of Chester**  
**COMMISSIONERS' CONTRACT AGENDA**  
**DATE: 26-AUG-2020**

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<u>Location</u>	<u>Type</u>	<u>Amount \$</u>	<u>Term</u>	<u>Description/Funding Percentage</u>
<b><u>Children Youth and Families</u></b>				
Vendor: Adelphoi Village Contract ID: 0017626	Amendment	0.00	07-01-2020 06-30-2021	Amendment #4: This amendment extends the contract term for an additional one (1) year period and revises the Payment Schedule for Residential Foster Care Services. CO: 40%            ST: 55%            FED: 5%
Vendor: Pinkney's Vineyard of Faith Ministries Contract ID: 0018432	Amendment	0.00	07-01-2020 06-30-2021	Amendment #1: This amendment extends the contract term for an additional one (1) year period and updates the Payment Schedule for Residential Foster Care Services. CO: 20%            ST: 75%            FED: 5%
Vendor: James, Joyce Contract ID: 0018775	Amendment	90,000.00	07-01-2020 06-30-2021	Amendment #2: This amendment extends the contract term for an additional one (1) year period and revises the Work Statement and Payment Schedule for Consulting Services and Workshop Presentations. CO: 20%            ST: 75%            FED: 5%
Vendor: RTM LLC Contract ID: 0019549	Contract	711,709.00	07-01-2020 06-30-2021	This contract renews funding for a Community Based Program for youth ages 10-18 years currently involved with Children, Youth and Families and the Juvenile Probation Office. CO: 20%            ST: 75%            FED: 5%
Vendor: Refuse to Quit Acad. Edu. & Family Srvcs Contract ID: 0019821	Contract	376,411.00	07-01-2020 06-30-2021	This contract renews Crisis/Rapid Response Meetings and Family Group Decision Making Services. CO: 5%            ST: 95%            FED: 0%
Vendor: Holcomb Associates, Inc. Contract ID: 0019842	Contract	612,012.00	07-01-2020 06-30-2021	This contract renews funding for a Truancy Prevention Program for children identified by their school district as having attendance difficulties. CO: 10%            ST: 90%            FED: 0%
<b><u>Community Development</u></b>				
Vendor: Educational Data Systems, Inc. Contract ID: 0018878	Amendment	0.00	04-01-2019 06-30-2021	Amendment #1: This amendment extends the contract term for an additional one (1) year period for the Workforce Innovation and Opportunity Act (WIOA) Dislocated Workers Program. The cost associated with this amendment is funded by the Pennsylvania Department of Labor and Industry. This supports Strategic Business Plan Career and Workforce Development activity. CO: 0%            ST: 0%            FED: 100%

Managed by Dept of Procurement & General Services  
 Report ID: CC\_CMMSN\_BIP  
 Set ID: CCGOV

**County of Chester**  
**COMMISSIONERS' CONTRACT AGENDA**  
**DATE: 26-AUG-2020**

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 Run Time: 10:32 AM

<u>Location</u>	<u>Type</u>	<u>Amount \$</u>	<u>Term</u>	<u>Description/Funding Percentage</u>
<b><u>Community Development</u></b>				
Vendor: Educational Data Systems, Inc. Contract ID: 0019852	Contract	275,655.00	07-01-2020 06-30-2021	This contract provides funding for Title I Youth Services for Workforce Innovation and Opportunities Act eligible job seekers. The cost associated with this contract is funded by the Pennsylvania Department of Labor and the Workforce Innovation and Opportunities Act (WIOA) Program. This supports Strategic Business Plan Career and Workforce Development activity. CO: 0%            ST: 0%            FED: 100%
Vendor: Educational Data Systems, Inc. Contract ID: 0019853	Contract	943,186.00	07-01-2020 06-30-2021	This contract renews funding for Title I Adult, Dislocated Workers, Re-Entry and Youth services for Workforce Innovation and Opportunities Act eligible job seekers. The cost associated with this contract is funded by the Pennsylvania Department of Labor and the Workforce Innovation and Opportunities Act (WIOA) Program. This supports Strategic Business Plan Career and Workforce Development activity. CO: 0%            ST: 0%            FED: 100%
Vendor: Open Hearth, Inc. Contract ID: 0018894	Amendment	54,400.00	04-01-2019 06-30-2021	Amendment #1: This amendment extends the contract term for an additional one (1) year period and provides additional funding for Dislocated Worker Program Support Services. The cost associated with this amendment is funded by the Pennsylvania Department of Labor and Industry Workforce Innovation and Opportunities Act (WIOA). This supports Strategic Business Plan Career and Workforce Development activity. CO: 0%            ST: 0%            FED: 100%
Vendor: Chester County Economic Dev. Foundation Contract ID: 0019092	Amendment	0.00	06-01-2019 12-31-2020	Amendment # 1: This amendment extends the contract term for an additional six (6) month period for workforce development and career enrichment activities. The cost associated with this amendment is funded by the Pennsylvania Department of Labor and Industry Workforce Innovation and Opportunities Act (WIOA). This supports Strategic Business Plan Career and Workforce Development activity. CO: 0%            ST: 0%            FED: 100%
Vendor: Chester County Economic Dev. Foundation Contract ID: 0019840	Contract	68,000.00	07-01-2020 06-30-2021	This contract renews funding for career awareness and preparation activities for eligible Temporary Assistance for Needy Families (TANF) youth. The cost associated with this contract is funded by the Pennsylvania Department of Human Services. This supports Strategic Business Plan Youth Career Development activity. CO: 0%            ST: 0%            FED: 100%

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<b><u>Community Development</u></b>				
Vendor: Chester County Economic Dev. Foundation Contract ID: 0019841	Contract	150,000.00	07-01-2020 06-30-2021	This contract renews Comprehensive Employer Engagement and Job Seeker Services for employers and job seekers in Chester County. The cost associated with this contract is funded by the Pennsylvania Department of Labor and Industry Workforce Innovation and Opportunities Act (WIOA). This supports Strategic Business Plan Career and Workforce Development Activity. CO: 0%            ST: 0%            FED: 100%
Vendor: Thistle Hills, Inc. Contract ID: 0019835	Contract	323,000.00	06-01-2020 12-31-2021	This contract provides funding for the Thistle Hills acquisition to provide affordable rental housing located in Valley Township. The cost associated with this contract is funded by the Community Development Block Grant. This supports Strategic Business Plan Housing and Community Support Services activity. CO: 0%            ST: 0%            FED: 100%
Vendor: Habitat For Humanity of Chester County Contract ID: 0019837	Contract	120,000.00	06-01-2020 12-31-2021	This contract provides funding for acquisition of vacant property within the City of Coatesville for future homeowner construction. The cost associated with this contract is funded by the Community Development Block Grant. This supports Strategic Business Plan Housing and Community Support Services activity. CO: 0%            ST: 0%            FED: 100%
Vendor: Stone Garage Contract ID: 0019838	Contract	55,000.00	07-01-2020 06-30-2021	This contract provides funding for career awareness and workforce preparation activities for eligible Temporary Assistance for Needy Families (TANF) youth. The cost associated with this contract is funded by the Pennsylvania Department of Human Services. This supports Strategic Business Plan Youth Career Development activity. CO: 0%            ST: 0%            FED: 100%
Vendor: Devereux Foundation Contract ID: 0019839	Contract	53,550.00	01-01-2020 09-30-2020	This contract provides funding for the Devereux Advanced Behavioral Health Direct Support Professional Registered Apprenticeship Program for the Workforce Innovation and Opportunities Act (WIOA) Title I Youth Program. The cost associated with this contract is funded by Philadelphia Works. This Supports Strategic Business Plan Youth Career Development activity. CO: 0%            ST: 0%            FED: 100%
Vendor: Friends Assoc.Care & Protect of Children Contract ID: 0019843	Contract	134,000.00	07-01-2020 06-30-2021	This contract renews funding for the Emergency Shelter Program. The cost associated with this contract is funded by the Pennsylvania Department of Human Services Block Grant. This supports Strategic Business Plan Housing and Community Support Services activity. CO: 0%            ST: 100%            FED: 0%

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<b><u>Community Development</u></b>				
Vendor: Friends Assoc.Care & Protect of Children Contract ID: 0019844	Contract	51,200.00	07-01-2020 06-30-2021	This contract renews funding for the Transition in Place Bridge Housing Program. The cost associated with this contract is funded by the Pennsylvania Department of Human Services Block Grant. This supports Strategic Business Plan Housing and Community Support Services activity. CO: 0%            ST: 100%            FED: 0%
Vendor: PathStone Corporation Contract ID: 0019845	Contract	42,165.68	01-01-2020 09-30-2020	This contract provides funding for Workforce Development and Direct Service Professional Pre-Apprenticeship activities for the Workforce Innovation and Opportunities Act (WIOA) Title I Youth Program. The cost associated with this contract is funded by Philadelphia Works. This supports Strategic Business Plan Youth Career Development activity. CO: 0%            ST: 0%            FED: 100%
Vendor: PathStone Corporation Contract ID: 0019847	Contract	373,052.00	07-01-2020 06-30-2021	This contract renews funding for the Employment, Advancement and Retention Network (EARN) Program to provide training and education for the Temporary Assistance for Needy Families (TANF) and Supplemental Nutrition Assistance (SNAP) Programs. The cost associated with this contract is funded by the Pennsylvania Department of Human Services. This supports Strategic Business Plan Career and Workforce Development activity. CO: 0%            ST: 0%            FED: 100%
Vendor: Pennsylvania Home of the Sparrow Contract ID: 0019846	Contract	17,879.00	07-01-2020 06-30-2021	This contract renews funding for the Transition in Place Housing Program. The cost associated with this contract is funded by the Pennsylvania Department of Human Services Block Grant. This supports Strategic Business Plan Housing and Community Support Services activity. CO: 0%            ST: 100%            FED: 0%
Vendor: YMIC YMWIC Foundation, Inc. Contract ID: 0019849	Contract	75,951.00	07-01-2020 06-30-2021	This contract renews funding for academic and workforce development training for the Temporary Assistance for Needy Families Youth (TANF) Program. The cost associated with this contract is funded by the Department of Labor and Industry. This supports Strategic Business Plan Youth Career Development activity. CO: 0%            ST: 0%            FED: 100%
Vendor: Domestic Violence Center of Chester Co. Contract ID: 0019850	Contract	32,000.00	07-01-2020 06-30-2021	This contract renews funding for the Bridge Housing Program. The cost associated with this contract is funded by the Pennsylvania Department of Human Services Block Grant Program. This supports Strategic Business Plan Housing and Community Support Services activity. CO: 0%            ST: 100%            FED: 0%



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<b><u>Controller's Office</u></b> Vendor: Inova Payroll, Inc Contract ID: 0019870	Contract	0.00	08-26-2020 OPEN ENDED	This contract provides funding for Payroll Processing and Ancillary Services. CO: 100%      ST: 0%      FED: 0%
<b><u>DCIS</u></b> Vendor: PVI CM, Inc Contract ID: 0019851	Contract	0.00	08-26-2020 08-25-2022	This contract provides Network Cabling and Installation Services, on a per cable run basis per the Request for Proposal #2003-02. CO: 100%      ST: 0%      FED: 0%
<b><u>Domestic Relations</u></b> Vendor: Buchanan, Lauren G. Contract ID: 0019859	Contract	12,000.00	10-01-2020 09-30-2022	This contract renews Conflict Counsel Legal Services pursuant to the Title IV-D Cooperative Agreement. CO: 34%      ST: 0%      FED: 66%
<b><u>Drug and Alcohol Services</u></b> Vendor: BridgeWay House Inc. Contract ID: 0018770	Amendment	10,528.00	05-01-2020 06-30-2020	Amendment #1: This amendment provides additional funding for Recovery Housing Services. CO: 0%      ST: 34%      FED: 66%
<b><u>Emergency Services</u></b> Vendor: Upper Uwchlan Township Contract ID: 0016353	Amendment	1.00	08-26-2020 04-30-2110	Amendment #1: This amendment revises the Tower Lease Agreement to reflect new ownership of the property and updates contract language related to access to the premises. CO: 100%      ST: 0%      FED: 0%
Vendor: PulsePoint Foundation Contract ID: 0017637	Amendment	18,000.00	10-19-2020 OPEN	Amendment #2: This amendment extends the subscription term for PulsePoint and Verified Responder capability for an additional one (1) year period. This Smart Phone application alerts First Responders of sudden cardiac arrest events. CO: 25%      ST: 75%      FED: 0%
Vendor: Frontier Communications Contract ID: 0017900	Amendment	1,004,795.44	08-26-2020 06-30-2022	Amendment #2: This amendment provides additional funding to refresh the hardware and software environment of the Vesta 911 Phone System at the primary 911 Center in the Government Services Center and the South Coatesville Alternate 911 Center. CO: 100%      ST: 0%      FED: 0%
Vendor: Metropolitan Communications, Inc. Contract ID: 0018208	Amendment	631,594.35	01-01-2021 12-31-2023	Amendment #1: This amendment extends the contract term for an additional three (3) year period for Paging Infrastructure Maintenance Services for the Fire and Emergency Medical Services Paging System. CO: 100%      ST: 0%      FED: 0%

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<u>Location</u>	<u>Type</u>	<u>Amount \$</u>	<u>Term</u>	<u>Description/Funding Percentage</u>
<b><u>Emergency Services</u></b>				
Vendor: InTime Services Inc. Contract ID: 0019861	Contract	22,320.00	08-01-2020 12-31-2021	This contract provides for the purchase of Scheduling Software and related Support Services for the 9-1-1 Center and Safety Division. CO: 100%            ST: 0%            FED: 0%
<b><u>Facilities</u></b>				
Vendor: West Chester Borough Contract ID: 0014473	Amendment	64,800.00	09-01-2020 08-31-2021	Amendment #4: This amendment extends the contract term for an additional one (1) year period for the lease of sixty (60) parking spaces at the Chestnut Street Parking Garage and increases the rate per space from \$60.00 to \$90.00 per month. CO: 100%            ST: 0%            FED: 0%
Vendor: URS Corporation Contract ID: 0016044	Amendment	20,000.00	08-26-2020 UNTIL COMPLETE	Amendment #3: This amendment provides for additional work as defined in the Professional Services Proposal for Engineering Services required for compliance with the National Pollutant Discharge Elimination System (NPDES) MS-4 Permit and the Wastewater Treatment Plant at the Prison. CO: 100%            ST: 0%            FED: 0%
Vendor: Carroll Engineering Corporation Contract ID: 0017036	Amendment	0.00	08-26-2020 UNTIL COMPLETE	Amendment #2: This amendment provides for a reallocation of funds for additional Construction Design Services required for County Bridge #255 located on Halteman Road over Pigeon Creek in East Coventry Township. CO: 100%            ST: 0%            FED: 0%
Vendor: Geotechnical, Inc Contract ID: 0019869	Contract	32,500.00	08-26-2020 UNTIL COMPLETE	This contract provides funding for Geologic and Geotechnical Engineering Services and Risk Assessment for the Chester County Library and Chester Valley Trail related to the Mariner East II pipeline installation. CO: 100%            ST: 0%            FED: 0%
<b><u>Human Services</u></b>				
Vendor: Chester County Food Bank Contract ID: 0018566	Amendment	0.00	07-01-2018 12-31-2020	Amendment #3: This amendment for food purchase and distribution updates the contract end date to 12/31/2020 and allows for the remaining funds to be allocated to support expanded food needs during COVID-19 in compliance with the State Food Purchase Program. CO: 0%            ST: 30%            FED: 70%
<b><u>MH/IDD</u></b>				
Vendor: Goldstar Rehabilitation Inc Contract ID: 0019831	Contract	0.00	07-01-2020 06-30-2021	This contract provides Early Intervention Services to eligible children ages birth to 3 years old in their natural environment and Interpreter Services to non-English speaking children and their families. CO: 10%            ST: 90%            FED: 0%

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<b><u>MH/IDD</u></b>				
Vendor: K and S Therapies, Inc Contract ID: 0019833	Contract	0.00	07-01-2020 06-30-2021	This contract provides Early Intervention Services to eligible children ages birth to 3 years old in their natural environment and Interpreter Services to non-English speaking children and their families. CO: 10%                      ST: 90%                      FED: 0%
<b><u>Managed Behavioral Healthcare</u></b>				
Vendor: Drexel Univ College of Medicine Behavior Contract ID: 0019242	Amendment	0.00	01-01-2020 12-31-2020	Amendment #1: This amendment for HealthChoices Network Training Services revises the Work Statement to include additional training for community providers. CO: 0%                      ST: 100%                      FED: 0%
<b><u>Open Space Preservation</u></b>				
Vendor: French & Pickering Creeks Conserv. Trust Contract ID: 0018835	Amendment	0.00	08-26-2020 04-03-2021	Amendment #1: Round 31 Preservation Partnership Program Grant: Bentley Preserve Improvements. This amendment updates the project scope for the construction of public benefit improvements at the Thomas P. Bentley Nature Preserve located in Warwick and East Nantmeal Townships. Other funding: 51% private. CO: 49%                      ST: 0%                      FED: 0%
Vendor: Kelsall, Virginia W Contract ID: 0019856	Contract	443,970.00	08-26-2020 UNTIL COMPLETE	49.33 acres of farmland in Newlin Township owned by Virginia Kelsall are recommended by the Agricultural Land Preservation Board through the Commonwealth/County Program. The total project cost is \$443,970.00. The County will pay \$443,970.00 (100%) and be reimbursed by Newlin Township \$44,397.00 (10%), Cheshire \$22,198.50 (5%), Brandywine Conservancy \$22,198.50 and Natural Lands \$22,198.50 (5%) per the Funding Agreement. The actual cost to the County is \$332,977.50 (75%). CO: 75%                      ST: 0%                      FED: 0%
Vendor: The Donald J. Cook & Anita Adams-Cook Contract ID: 0019858	Contract	61,703.18	08-26-2020 UNTIL COMPLETE	15.41 acres of farmland in Highland Township owned by the Donald J. Cook and Anita Adams Cook Irrevocable Trust dated August 1, 2018 are recommended by the Agricultural Land Preservation Board through the Commonwealth/County Program. The total project cost is \$61,703.18. The County will pay \$61,703.18 (100%) and be reimbursed by Highland Township \$27,766.43 (45%) per the Funding Agreement. The actual cost to the County is \$33,936.75 (55%). CO: 55%                      ST: 0%                      FED: 0%

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<u>Location</u>	<u>Type</u>	<u>Amount \$</u>	<u>Term</u>	<u>Description/Funding Percentage</u>
<b><u>Open Space Preservation</u></b>				
Vendor: Buchanan, John s. Contract ID: 0019860	Contract	86,720.40	08-26-2020 UNTIL COMPLETE	18.53 acres of farmland in Elk Township owned by John S. Buchanan is recommended for preservation by the Agricultural Land Preservation Board through the Commonwealth/County Program. The total project cost is \$86,720.40. The County will pay \$86,720.40 (100%) and be reimbursed by Elk Township \$39,024.18 (45%) per the Funding Agreement. The actual cost to the County is \$47,696.22 (55%). CO: 55%                      ST: 0%                      FED: 0%
<b><u>Planning Commission</u></b>				
Vendor: TIP Strategies, Inc. Contract ID: 0019863	Contract	15,000.00	08-26-2020 08-25-2021	This contract provides Consulting Services to assist with development of the "Restore Chester County Economic Recovery Plan". The cost of this project is being funded by a grant award from the Delaware Valley Regional Economic Fund. CO: 100%                      ST: 0%                      FED: 0%
Vendor: 4ward Planning, Inc Contract ID: 0019864	Contract	9,500.00	08-26-2020 UNTIL COMPLETE	This contract provides Consulting Services for development of the "Restore Chester County Economic Recovery Plan". The cost of this project is being funded by a grant award from the Delaware Valley Regional Economic Fund. CO: 100%                      ST: 0%                      FED: 0%
<b><u>Pocopson Home</u></b>				
Vendor: Senior Salon Services, LLC Contract ID: 0019163	Amendment	0.00	08-01-2020 10-29-2021	Amendment #1: This amendment for Barber and Beauty Services at Pocopson Home increases the rate \$1.00 for each service provided per the Request for Proposal #1909-05. CO: 100%                      ST: 0%                      FED: 0%
<b><u>Prison</u></b>				
Vendor: Aramark Services, Inc. Contract ID: 0019862	Contract	0.00	10-01-2020 09-30-2023	This contract provides for Food Service at the Chester County Prison, Correctional Center and Youth Center per the Request for Proposal #2005-01. CO: 100%                      ST: 0%                      FED: 0%
<b><u>Public Health Admin</u></b>				
Vendor: Maternal & Child Health Consortium of CC Contract ID: 0019865	Contract	4,000.00	07-01-2020 09-30-2020	This contract provides funding to increase access to healthy foods for Supplemental Nutrition Assistance Program (SNAP) recipients. CO: 0%                      ST: 0%                      FED: 100%

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<b><u>Water Resources</u></b>				
Vendor: USGS Contract ID: 0019848	Contract	310,402.00	10-01-2020 09-30-2021	This contract is the Fiscal Year 2021 Agreement for the Water Resources Monitoring and Investigation Cooperative Program between Chester County Water Resources Authority, Chester County and the United States Geological Survey. The total contract cost is \$587,273.00. County funding is \$310,402.00 (52.85%), USGS \$227,034.00.00 (38.66%). Other funding: Local Partners \$49,837.00 (8.49%). CO: 52.85%                      ST: 0%                      FED: 38.66%
<b><u>Youth Center</u></b>				
Vendor: County of York Contract ID: 0019115	Amendment	0.00	07-01-2020 06-30-2021	Amendment #1: This amendment extends the contract term for an additional one (1) year period and revises the daily rate for bed space rental at the Chester County Youth Center. This is a revenue contract. CO: 0%                      ST: 0%                      FED: 0%

Number of Contracts:                      **52**

## GRANTS AGENDA

August 26, 2020

DEPARTMENT / FUND	AWARD	TERM	DESCRIPTION
<b><u>Adult Probation, Parole, and Pretrial Services</u></b>			
Pennsylvania Commission on Crime and Delinquency Contract / Award - New Various	\$ 255,091.00	03/01/2020 01/31/2022	Coronavirus Emergency Supplemental Relief No New Positions - No County Match Federal = \$255,091.00
<b><u>Community Development</u></b>			
PA Dept of Community & Economic Development Contract / Award - New 116-490000-331224-41900428-4900001-FY2020	\$ 498,200.00	07/08/2020 01/08/2022	2020 Emergency Solutions Grant No New Positions - No County Match Federal Funding = \$498,200.00
Pennsylvania Housing Finance Agency Contract / Award - New / One time 116-490000-332224-41900428-4900001-FY2020	\$ 86,624.00	09/01/2020 08/31/2021	Home 4 Good No New Positions - No County Match State Funding = \$86,624.00
<b><u>District Attorney</u></b>			
Pennsylvania Commission on Crime and Delinquency Application - Renewal 001-129000-332281-12600250-1290002-FY2020	\$ 68,628.00	01/01/2021 12/31/2021	Child Advocacy Centers Assistant No New Positions - No County Match State = \$47,000.00
Pennsylvania Commission on Crime and Delinquency Application - Renewal 001-129000-332281-12400000-1290001	\$ 124,992.00	01/01/2021 12/31/2021	STOP Grant No New Positions - No County Match Federal = \$124,992.00
<b><u>Drug &amp; Alcohol Services</u></b>			
Department of Drug & Alcohol Programs Contract / Award - Renewal Various	\$ 12,314,381.00	07/01/2020 06/30/2025	Single County Authority Contract No New Positions Federal = \$6,168,610.00 State = \$6,145,771.00 County Match = \$1,740,000.00 Total Funding = \$12,484,381.00

## GRANTS AGENDA

August 26, 2020

DEPARTMENT / FUND	AWARD	TERM	DESCRIPTION
<b><u>Facilities</u></b>			
Delaware Valley Regional Planning Commission Contract / Award - New 357-588700-333100-80400044-3570001	\$ 133,974.00	09/01/2020 12/31/2021	Phase VII - Chester Valley Trail - Route 100 Crossing Improvements No New Positions - No County Match Local = \$133,974.00
<b><u>Planning</u></b>			
Delaware Valley Regional Planning Commission Contract / Award - Renewal 001-085100-331200-98600570-0851016	\$ 26,000.00	07/01/2020 06/30/2021	Region-Wide Transportation GIS No New Positions - No County Match Federal = \$26,000.00
Delaware Valley Regional Planning Commission Contract / Award - Renewal 001-085100-331200-10700000-0851017-FY2020	\$ 152,000.00	07/01/2020 06/30/2021	Supportive Regional Highway Planning Program No New Positions Federal = \$121,600.00 County Match (in-kind) = \$30,400.00 Total Funding = \$152,000.00
Delaware Valley Regional Planning Commission Contract / Award - Renewal 001-085100-331200-10900000-0851017-FY2020	\$ 68,628.00	07/01/2020 06/30/2021	Transit Support Program No New Positions Federal = \$46,069.00 County Match (in-kind) = \$22,559.00 Total Funding = \$68,628.00
<b><u>Public Health</u></b>			
Pennsylvania Department Health Contract / Award - Amendment 001-478000-331207-16300000-4780003-FY2018	\$ 44,732.00 Increase	10/01/2019 09/30/2020	Women, Infants, and Children No New Positions - No County Match Federal Funding = \$44,732.00 Revised Total Federal Funding = \$3,139,021.85
<b><u>Voter Services</u></b>			
Pennsylvania Department of State Application - New	\$ 1,411,209.00	12/21/2019 12/31/2022	Grants for Election Modification and Security (GEMS) No New Positions - No County Match Federal Funding = \$1,411,209.00

**COUNTY OF CHESTER**

**Finance Agenda**

**Commissioners' Meeting, August 26, 2020**

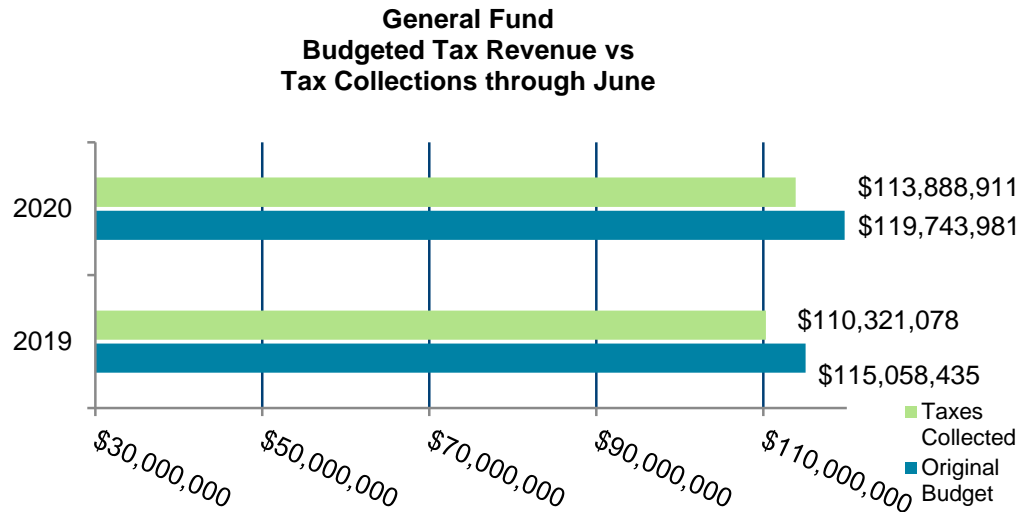
1. Second Quarter Financial Report
2. Budget Change 12-20
3. Vouchers as submitted by the Controller



## BUDGET STATUS REPORT FOR OPERATING FUNDS As of June 30, 2020

### General Fund Revenues

**Tax collections** through June 2020 as a percentage of budget are lower than those through June 2019. **Current** year tax collections are 95 percent for 2020 and 97 percent for 2019. Current year collections are \$3.5M greater than 2019 at the same time. **Interim** collections are \$24K lower than 2019. Interim collections are at 70 percent of budget for 2019 and 67 percent for 2020. **Delinquent** tax collections for 2020 are at 60 percent of budget with \$1.4M received.



#### General Fund Revenues Year-to-Date June

	Original Budget	Year-to-Date June	% of Revenue Received
Taxes	\$ 119,743,981	\$ 113,888,911	95.1%
Federal & State Grants	12,141,090	1,941,939	16.0%
Departmental Earnings	22,101,780	7,790,170	35.2%
Interest, Rent, and Other	4,547,289	1,342,207	29.5%
Operating Transfers In	521,030	59,000	11.3%
Cost Recovery	11,407,033	5,716,446	50.1%
<b>Total</b>	<b>\$ 170,472,203</b>	<b>\$ 130,738,673</b>	<b>76.7%</b>

The budget for **Federal & State Grants** has decreased five percent or \$582K from the 2019 original budget for this category. As of June 2020, \$1.9M or 16 percent of budgeted intergovernmental revenue has been received, which is \$861K below June 2019 receipts. Two grants were not renewed for 2020 and some payments from the Commonwealth have not yet been received.

The **2020 Departmental Earnings** budget which consists of **Licenses and Permits, Charges for Services, and Fines and Forfeitures** increased just over one percent or \$273K from the 2019 original budget. Departmental Earnings receipts as of June 30 are lower than 2019 by \$1.9M or 20 percent.

**Licenses and Permits** – Revenue received through June 30 shows a 14 percent or \$158K decrease from 2019 receipts. \$981K or 45 percent of the original budget has been received. The budget for 2020 is 13 percent over that of 2019. Due to COVID19, the Health Department was forced to suspend license and inspection activities through June, which has decreased revenue.

**Charges for Services** - Revenue through June 30 is \$1.6M or 21 percent lower than 2019 receipts. \$6.2M or 34 percent of the budget has been received. The budget increased less than one percent or \$18K from 2019. During the second quarter, most County departments were operating at a minimum service level providing only critical service

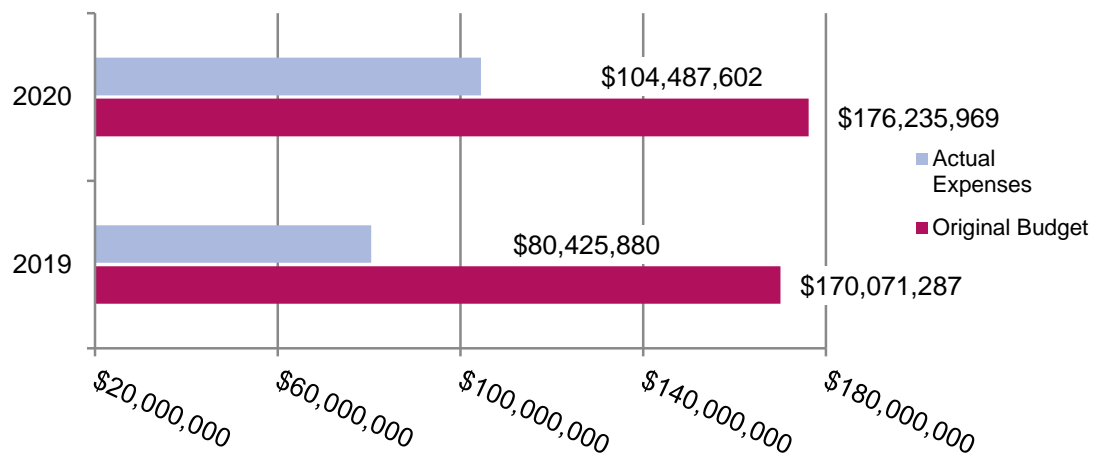
functions. Many revenue generating functions were halted completely. Revenue associated with Real Estate and the Courts was especially hard hit.

**Fines and Forfeitures** – Actual receipts through June are \$166K or 22 percent less than 2019 receipts. The budget for this category decreased less than one percent or \$9K over 2019. \$285K or 16 percent of the budget has been received. The Court related departments in this category were operating at a minimum service level during the quarter.

**Miscellaneous Revenues** - Actuals are \$718K or 22 percent less than 2019 receipts. The budget for this category increased 17 percent or \$65K over 2019. \$1.3M or 30 percent of the budget has been received. The COVID19 pandemic has had a negative effect on interest rates for the quarter.

## General Fund Expenditures

**General Fund  
Operating Budget vs Expenditures  
through June**



The **Operating expenditures** budget for 2020 is \$6M or four percent higher than the original 2019 budget. Approximately \$25M has been expended through June 30, 2020 in response to the COVID19 pandemic. If COVID-19 expenditures are removed from the total, normal Operating Expenditures through June 30 are \$79M or 45 percent of budget and actual expenditures are \$1.1M or one percent lower than those through June 2019.

**General Fund Expenditures Year-to-Date June**

	Original Budget	Year-to-Date June	% Expended
Personnel <sup>1</sup>	\$ 111,305,633	\$ 55,257,742	49.6%
Materials and Services <sup>1</sup>	41,496,563	34,668,055	83.5%
Contributions, Grants, Subsidies	4,433,371	2,341,501	52.8%
Fleet / Capital Leases	293,182	3,008,625	1,026.2%
Operating Transfers Out	16,871,737	8,507,255	50.4%
Other Financing Uses	426,646	0	0.0%
Allocated Costs	1,408,837	704,424	50.0%
<b>Total*</b>	<b>\$ 176,235,969</b>	<b>\$ 104,467,602</b>	<b>59.3%</b>

\* excludes unappropriated

(1) includes COVID19 expenditures of \$4.3M in Personnel and \$21M in Materials and Services

The **Materials and Services** budget increased eight percent or \$3.4M from 2019. Excluding COVID19 expenditures of \$21M, the Materials and Services expenditures through June 2020 are \$3.5M or 20 percent less than 2019.

Implementation of GASB 87, which set new guidelines for the accounting treatment of Capital Leases, resulted in both budgets and year-to-date actuals of \$2.9M being reclassified from Materials and Services to Fleet / Capital Leases. County Capital Leases include buildings and 9-1-1 towers. Without the impact of the Capital Lease reclassification to Debt Service, Materials and Services expenditures are \$618K or four percent less than 2019.

The overall **Personnel Services** budget for 2020 increased two percent or \$2.3M from the 2019 original budget. The Salaries budget increased two percent as a result of the increases given in 2019. The budgets for Wages, Overtime, and FICA have increased accordingly. The budget for Retirement increased as a result of a rate increase. The budget for Standard Fringe Benefits decreased as a result of a rate decrease.

### Personnel Services Comparison

	2020 Original Budget	2020 Year-to-Date June	% Spent 2020	2019 Original Budget	2019 Year-to-Date June	% Spent 2019
Salaries	\$ 77,046,213	\$ 38,758,370	50.3%	\$ 75,427,552	\$ 35,191,406	46.7%
Wages	3,178,172	1,209,843	38.1%	2,956,899	1,109,112	37.5%
Overtime	2,332,956	1,043,979	44.7%	1,751,311	1,266,795	72.3%
Standard Fringe Benefits	13,756,784	6,516,023	47.4%	15,872,055	7,465,706	47.0%
FICA	6,299,399	3,186,267	50.6%	6,126,347	2,890,342	47.2%
Retirement	8,374,857	4,385,057	52.4%	6,513,545	3,210,616	49.3%
Workers' Compensation	317,252	158,203	49.9%	315,330	157,717	50.0%
<b>Total</b>	<b>\$ 111,305,633</b>	<b>\$ 55,257,742</b>	<b>49.6%</b>	<b>\$ 108,963,039</b>	<b>\$ 51,291,694</b>	<b>47.1%</b>

Excluding COVID19 Personnel expenditures of \$4.3M, the percent of budget spent in 2020 is even with 2019. All categories are on target for the percent of budget spent through June 30.

Analysis of Major Personnel Services Categories June 2020 & 2019				
Category	2020 Expenses	2019 Expenses	Difference	% Increase
Salaries	\$ 38,758,370	\$ 35,191,406	\$ 3,566,964	10.1%
Fringe Benefits	6,516,023	7,465,706	(949,683)	-12.7%
Wages	1,209,843	1,109,112	100,731	9.1%
Overtime/On-call	1,043,979	1,266,795	(222,816)	-17.6%
Retirement	4,385,057	3,210,616	1,174,441	36.6%

### General Fund Approved Full-time Positions and Vacancies

Date	Approved Positions	Vacancies	% of Vacancies
June 2020	1,426.1	107.8	7.6%
June 2019	1,423.5	97.7	6.9%

As the chart to the left indicates, the vacancy rate in June 2020 is 7.6 percent versus 6.9 percent in June 2019. Of the 107.8 current vacant positions, the Prison has 25 vacancies, the Sheriff has 12 vacancies, and Courts Administration has nine vacancies. District

Justices has eight vacancies and DCIS has seven vacancies. The Health Department, Facilities, and Public Defender have five vacancies each. The District Attorney has four vacancies. There are three departments that each have three vacancies, five departments that have two vacancies each, and nine departments that have one vacancy each.

**Transfers from the General Fund**

	<b>Original Budget</b>	<b>Year-end Estimate as of June</b>	<b>Variance</b>
Domestic Relations	\$ 2,228,616	\$ 2,228,616	\$ 0
Bridge Program (Liquid Fuels)	0	0	0
Department of Community Development	103,031	103,031	0
Public Safety Communications	5,480,568	3,694,370	(1,786,198)
Human Services	28,000	28,000	0
Mental Health / Intellectual and Developmental Disabilities	954,750	954,750	0
Aging Services	304,504	304,504	0
Drug & Alcohol Services	348,000	384,000	0
Children, Youth & Families	7,424,268	5,108,042	(58,480)
<b>Total</b>	<b>\$ 16,871,737</b>	<b>\$ 15,027,059</b>	<b>\$ (1,844,678)</b>

The decrease in County Match in the Public Safety Communications Fund is due to a number of vacancies and decreased travel expenditures.

Prepared by:  
E. Deutsch  
August 2020

**2020  
Budget Amendment  
BC-12  
August 26, 2020**

Date	Department Name	Fund	Org	Account	Project	Activity	Bud Ref	Amount	Account Description	Change to Budget
26-Aug-2020	Adult Probation	001	221000	331200	92000008	2210002	FY2020	\$ 51,020	Federal - Executive Offices	Net Increase +\$51,020
	Adult Probation	001	221000	420000	92000008	2210002	FY2020	\$ 51,020	Material and Services	
To align budget with anticipated revenue and expenditures for Coronavirus Emergency Supplemental Relief grant.										
26-Aug-2020	DCIS	001	090600	331231	00000019	0900010		\$ 431,500	Fed-Penn Emerg Management Agency	Net Increase + \$431,500
	DCIS	001	090600	420000	00000019	0900010		\$ 431,500	Materials and Services	
To align budget with anticipated revenue and expenditures for impacts of the Coronavirus.										
26-Aug-2020	DCIS	001	090300	331231	00000019	0900010		\$ 428,707	Fed-Penn Emerg Management Agency	Net Increase + \$428,707
	DCIS	001	090300	420000	00000019	0900010		\$ 428,707	Materials and Services	
To align budget with anticipated revenue and expenditures for impacts of the Coronavirus.										
26-Aug-2020	District Attorney	001	129000	331200	92000008	1290001	FY2020	\$ 1,970	Federal - Executive Offices	Net Increase +\$1,970
	District Attorney	001	129000	442000	92000008	1290001	FY2020	\$ 1,970	Material and Services	
To align budget with anticipated revenue and expenditures for Coronavirus Emergency Supplemental Relief grant.										
26-Aug-2020	Emergency Services	001	251300	331200	92000008	2510003	FY2020	\$ 73,391	Federal - Executive Offices	Net Increase +\$73,391
	Emergency Services	001	251300	420000	92000008	2510003	FY2020	\$ 73,391	Material and Services	
To align budget with anticipated revenue and expenditures for Coronavirus Emergency Supplemental Relief grant.										
26-Aug-2020	Juvenile Probation	001	222000	331200	92000008	2220001	FY2020	\$ 33,171	Federal - Executive Offices	Net Increase +\$33,171
	Juvenile Probation	001	222000	420000	92000008	2220001	FY2020	\$ 33,171	Material and Services	
To align budget with anticipated revenue and expenditures for Coronavirus Emergency Supplemental Relief grant.										
26-Aug-2020	Non-Departmental	001	902100	420000	00000000	9021001		\$ 100,000	Materials and Services	No Net Change
	Non-Departmental	001	902100	499999	00000000	9021001		\$ (100,000)	Unappropriated	
To align budget with anticipated expenditures.										
26-Aug-2020	Prison	001	210000	331200	92000008	2100003	FY2020	\$ 22,479	Federal - Executive Offices	Net Increase +\$22,479
	Prison	001	210000	420000	92000008	2100003	FY2020	\$ 22,479	Material and Services	
To align budget with anticipated revenue and expenditures for Coronavirus Emergency Supplemental Relief grant										

**August 26, 2020**

<b>Date</b>	<b>Department Name</b>	<b>Fund</b>	<b>Org</b>	<b>Account</b>	<b>Project</b>	<b>Activity</b>	<b>Bud Ref</b>	<b>Amount</b>	<b>Account Description</b>	<b>Change to Budget</b>
26-Aug-2020	Youth Center	145	454240	331200	92000008	4517002	FY2020	\$ 73,060	Federal - Executive Offices	Net Increase +\$73,060
	Youth Center	145	454240	425000	92000008	4517002	FY2020	\$ 73,060	Equipment Non Capital	
To align budget with anticipated revenue and expenditures for Coronavirus Emergency Supplemental Relief grant.										
26-Aug-2020	Capital Reserve Fund	301	131000	431700	80720035	3010001		\$ 44,790	Other Professional Services	Net Increase + \$44,790
	Capital Reserve Fund	301	000000	300000	00000000	3010001		\$ (8,800)	Revenues & Other Financing Sources	
	Capital Reserve Fund	301	131000	369290	80720035	3010001		\$ 53,590	Other Reimbursements	
To align budget with anticipated revenue and expenditures for Prothonotary, Microfilm Conversion project.										
26-Aug-2020	Capital Improvement Fund	357	085300	445000	80340055	3570001		\$ (13,053)	To Individuals	No Net Change
	Capital Improvement Fund	357	085300	445000	80340074	3570001		\$ (13,042)	To Individuals	
	Capital Improvement Fund	357	085300	445000	80340086	3570001		\$ (57,708)	To Individuals	
	Capital Improvement Fund	357	085300	445000	80340097	3570001		\$ (12,799)	To Individuals	
	Capital Improvement Fund	357	085300	445000	80340103	3570001		\$ (26,000)	To Individuals	
	Capital Improvement Fund	357	085300	445000	80340105	3570001		\$ (20,191)	To Individuals	
	Capital Improvement Fund	357	085300	445000	80340108	3570001		\$ (17,246)	To Individuals	
	Capital Improvement Fund	357	085300	445000	80340109	3570001		\$ (31,054)	To Individuals	
	Capital Improvement Fund	357	085300	445000	80340111	3570001		\$ (37,500)	To Individuals	
	Capital Improvement Fund	357	085300	475110	80300200	3570001	FY2019	\$ 114,614	Land Development Rights	
	Capital Improvement Fund	357	085300	475110	80300200	3570001	FY2020	\$ 113,979	Land Development Rights	
To align budgets for Agricultural Conservation Easements with expenses based on Funding Agreements.										
26-Aug-2020	Capital Improvement Fund	357	085300	445000	80340052	3570001		\$ 38,635	To Individuals	No Net Change
	Capital Improvement Fund	357	085300	475110	80300200	3570001	FY2020	\$ (38,635)	Land Development Rights	
To budget the Agricultural Conservation Easement purchase, Commonwealth Program, for Levi P Kauffman Jr and Rachael Ann Kauffman, installment payment five of five.										
26-Aug-2020	Capital Improvement Fund	357	085300	445000	80340072	3570001		\$ 18,816	To Individuals	No Net Change
	Capital Improvement Fund	357	085300	475110	80300200	3570001	FY2020	\$ (18,816)	Land Development Rights	
To budget the Agricultural Conservation Easement purchase, Commonwealth Program, for Elam L. King, installment payment four of five.										
26-Aug-2020	Capital Improvement Fund	357	085300	445000	80340113	3570001		\$ 43,361	To Individuals	No Net Change
	Capital Improvement Fund	357	085300	475110	80300200	3570001	FY2020	\$ (43,361)	Land Development Rights	
To budget the Agricultural Conservation Easement purchase, Commonwealth Program, for John S. Buchanan, Installment one of two.										
26-Aug-2020	Capital Improvement Fund	357	085300	445000	80340114	3570001		\$ 61,704	To Individuals	No Net Change
	Capital Improvement Fund	357	085300	475110	80300200	3570001	FY2020	\$ (61,704)	Land Development Rights	
To budget the Agricultural Conservation Easement purchase, Commonwealth Program, for The Donald J. Cook and Anita Adams Cook Irrevocable Trust.										

**August 26, 2020**

<b>Date</b>	<b>Department Name</b>	<b>Fund</b>	<b>Org</b>	<b>Account</b>	<b>Project</b>	<b>Activity</b>	<b>Bud Ref</b>	<b>Amount</b>	<b>Account Description</b>	<b>Change to Budget</b>
26-Aug-2020	Capital Improvement Fund	357	085300	445000	80340110	3570001		\$ 408,453	To Individuals	No Net Change
	Capital Improvement Fund	357	085300	475110	80300200	3570001	FY2020	\$ (408,354)	Land Development Rights	
To budget the Agricultural Conservation Easement purchase, Commonwealth Program, for Virginia W. Kelsall. Installment payment one of five.										
26-Aug-2020	Benefits Fund	604	902410	369280	00000000	6040001		\$ 3,000,000	Stop/Loss Reimbursements	Net Increase +\$3,000,000
	Benefits Fund	604	902410	420000	00000000	6040001		\$ 3,000,000	Materials and Services	
To align budget with anticipated claim expenditures and Stop/Loss reimbursements for the year.										