



**State of New Jersey**

DEPARTMENT OF HUMAN SERVICES  
DIVISION OF FAMILY DEVELOPMENT  
PO BOX 716  
TRENTON, NJ 08625-0716

**PHILIP D. MURPHY**  
*Governor*

**SHEILA Y. OLIVER**  
*Lt. Governor*

**CAROLE JOHNSON**  
*Commissioner*

**NATASHA JOHNSON**  
*Assistant Commissioner*

September 29, 2020

Sheriff Michael Saudino  
Bergen County Sheriff's Office  
Bergen County Justice Center  
2 Bergen Plaza  
Hackensack, NJ 07601

Dear Sheriff Saudino:

Attached is the FFY 2020 IV-D Sheriff Agreement for **Bergen** County Sheriff, effective October 1, 2019 through September 30, 2020. Please print the agreement, and affix the appropriate signatures and date to the last page of the document. Once the signatory process has been completed, please mail and email the original document to the Office of Child Support Services, to the following address no later than **October 31, 2020**. We recommend that your county use certified mail to ensure that the agreement is received by DFD. A fully executed copy of the Agreement should be retained by you.

**Attn: Patricia Risch, Assistant Director**  
**Department of Human Services**  
**Division of Family Development**  
**Office of Child Support Services**  
**5 Quakerbridge Plaza**  
**PO Box 716**  
**Trenton, NJ 08625**  
**Email: [DFD.Sheriff@dhs.nj.gov](mailto:DFD.Sheriff@dhs.nj.gov)**

Please note in addition to signing the current agreement we are asking that your office complete the provided budget packet for the FFY21 agreement. This will allow us to quickly send out FFY21 agreements for signature. We appreciate any efforts to expedite this process. If your county is unable to execute the Agreement by the above noted date, please contact Laura Carella, of my staff at (609) 631-2644 or [Laura.Carella@dhs.nj.gov](mailto:Laura.Carella@dhs.nj.gov), and she will gladly assist you. Thank you for your attention to this matter.

Sincerely

Patricia Risch  
Assistant Director

PR: AC  
Enclosure

## WRITTEN AGREEMENT FACT SHEET

CHECK ONE:

☐ NEW

☒ RENEWAL

☐ AMENDMENT

CHECK ONE:

☐ CONTRACT

☒ INTERAGENCY/AGREEMENT

☐ GRANT/WAIVER APPLICATION

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Descriptive Title:

Bergen County Title IV-D  
Reimbursement Agreement

Parties to Contact:

The County of Bergen  
The Sheriff's Office of Bergen  
County and New Jersey DFD

Signatories:

Natasha Johnson, Assistant Commissioner  
Division of Family Development  
James Tedesco III, Bergen County Executive  
Anthony Cureton, County Sheriff

Signature Deadline:

Non Specified

Terms of Contracts:

October 1, 2019 thru  
September 30, 2020

Costs:

\$476,745.

Funding Source(s):

Administrative Account  
100-054-7550-173-6110

## **A. Introduction**

This Agreement is entered into between the New Jersey Department of Human Services (herein after called "DHS"), Division of Family Development (herein after called "DFD") and the County of Bergen (herein after called the County) and the Sheriff's Office of Bergen County (herein after called the Sheriff's Office). All parties to this Agreement will comply with all federal and state regulations and requirements, including but not limited to: Part D of Title IV of the federal social security act and New Jersey Attorney General Law Enforcement Directive Number 2018-6.

The purpose of this Agreement is for the DFD to establish a set of performance standards and reimbursement procedures with the Sheriff's Office for warrant services in those IV-D cases where a bench warrant pertaining to child support and/or paternity matters has been issued by a court of competent jurisdiction for the purposes including, but not limited to, establishing paternity and support obligations, including health insurance coverage, failure to appear before a court of competent jurisdiction and for payment of arrearages owed.

The New Jersey Child Support Program utilizes the child support enforcement and case management computer system, New Jersey Kids Deserve Support (NJKiDS). NJKiDS is the federally recognized state case registry for the New Jersey Child Support Program, pursuant to Title IV-D regulations. NJKiDS is utilized by the DFD, the New Jersey Judiciary, County Welfare Agencies and County Sheriff Departments. Warrants on Title IV-D cases are issued electronically by the New Jersey Superior Court through NJKiDS. Each county Sheriff department will receive court issued electronic warrants via NJKiDS and utilize NJKiDS for various data entry and inquiry functions as described herein. Relevant information is also provided to authorize Sheriff's users via the NJKiDS agency web portal.

NJKiDS is not a law enforcement warrant database. NJKiDS does not supplant the use of or interface with the National Crime Information Center (NCIC) and/or other designated warrant law enforcement systems recognized by the law enforcement community. Each designated sheriff department shall continue to utilize NCIC, and/or other systems, in accordance with standard local, state and federal regulations and guidelines.

## **B. Definitions**

For purposes of this contract the following terms will be defined thus:

**Warrant Services** – will include all reasonable attempts to negotiate a settlement or bring that individual before an officer of the court within 72 hours of the individual's arrest.

**Arrest** – will refer to the physical act of taking into custody the individual identified in the bench warrant. Such term shall not apply to voluntary surrender to the court or in instances where warrants are vacated.

### **Bench Warrants Status:**

- Active: A bench warrant was issued and remains outstanding.
- Executed: The subject of the bench warrant was arrested. The SQCR Sheriff Reimbursement Report only contains qualifying child support collections as a result of executed warrants.
- Detained: The subject of the bench warrant is incarcerated for another alleged crime and is being held on the child support warrant. Warrant status will be updated to 'Executed' once the subject has been released to the custody of the sheriff's office for appearance on the child support warrant.
- Discharged: Bench warrant has been recalled and is no longer valid.

- Negotiated Settlement: The bench warrant is recalled because the subject paid an agreed upon amount or other payment arrangement has been made by the Sheriff's Office.

**Corrective Action Plan** – a plan of action to correct deficiencies in the performance as identified by the DFD. Such a plan must describe the methods and plans for correcting said deficiencies, and the time frames for doing so.

**Division of Family Development** – the single state agency established to supervise the New Jersey State Plan under Title IV-D of the Social Security Act (42 U.S. C 654 et seq.) which creates the Child Support and Paternity Program and empowers the State DFD to promulgate rules and regulations required to administer that program effectively. N.J.A.C. 10:80-1.2 (a) (4).

**Good Cause** – circumstances beyond the control of the county which affect work load or personnel such as worker strike, lay off, act of God, fire or any other circumstances determined to be good cause after review by the DFD.

**NJKiDS** – the automated child support enforcement and case management computer system which is the federally recognized state case registry for the New Jersey Child Support Program, pursuant to Title IV-D Regulations (45 C.F.R. 302.85.)

## **C. Duties to be Performed**

Upon entering into this agreement both the Sheriff's Office and the DFD will have certain functions and duties to perform as outlined in this Cooperative Agreement and in accordance with performance standards as described in Section III of this Agreement and herein.

### **I. Duties and Functions of the Sheriff's Office:**

1. The Sheriff's Office shall have procedures in place for receipt of Title IV-D Child Support Warrants emanating from courts in other counties electronically, or via fax, and execution of these warrants in accordance to local, state and federal regulations and guidelines. The Sheriff's Office will execute the warrant at any known location or address on the warrant and at additional locations or addresses provided to them by the initiating Sheriff's Office.
2. The Sheriff's Office shall have written procedures for receipting warrants, which are date and time stamped, on Title IV-D cases issued electronically by a New Jersey court through the NJKiDS computer system.
3. Pursuant to constitutional authority designated to the county sheriff, all pertinent information shall be submitted to authorized personnel and entered onto the NCIC and/or other designated law enforcement systems recognized by the law enforcement community. The submission of information must comply with NJ Attorney General Law Enforcement Directive number 2018-6.
4. The Sheriff's Office shall have a case file establishment and assignment process.

5. The Sheriff's Office shall have access to and utilize NJKiDS for purposes of: receiving and printing warrants on Title IV-D case, data entry purposes of executing warrants and making case notes, receiving, inputting and submitting the Sheriff Quarterly Report.
6. The Sheriff's Office shall designate adequate staff to receive limited role based access to NJKiDS and/or agency web portal, provided by the DFD, to ensure continuity of operations. NJKiDS is a web-based application and authorized sheriff staff can access NJKiDS through their local computers via DHS secured server. The NJKiDS agency web portal is an online tool to be used in a secure setting only when NJKiDS is not available.
7. The Sheriff's Office shall have staff with access to NJKiDS or an agency web portal to participate in trainings provided by DFD. Training provided by DFD shall be solely relative to duties and functions as described within this Agreement.
8. The sheriff staff shall attempt services upon the individual at all locations and addresses provided in the warrant and follow up, as necessary at all addresses and locations as additional information becomes available. All service attempts should be documented in case file and NJKiDS.
9. Sheriff staff shall make follow-up attempts to serve the warrant until such time as the child support issues have been resolved, the individual has been brought before the court, the bench warrant is vacated by judicial order or warrant is deemed no longer valid in accordance with other State regulations recognized by the law enforcement community.
10. Once the Sheriff's Officer locates the non-custodial parent, the sheriff will attempt to negotiate a settlement. Then, only if a settlement cannot be reached, the individual shall be brought before the court.
11. The Sheriff's Office is encouraged to provide pre-approved outreach material and information to Persons Paying Support and Persons Receiving Support on how to satisfy an existing warrant, how to request the establishment and/or modification of a child support order. All public outreach materials, both paper and electronic, must be approved by DFD/OCSS prior to distribution.
12. The Sheriff's Office is encouraged to make initial contact with the Person Paying Support by leaving a business flyer at the address listed on the warrant, or via a phone call to make arrangements for voluntary surrender.
13. The Sheriff's Office is encouraged, in conjunction with local child support offices, to provide services to confirm non-custodial parent places of employment (including self-employed).
14. The Sheriff's Officer shall bring the individual before a judge or other specified officer of the court as soon as is practicable following the apprehension of the non-custodial parent.
15. The Sheriff's Office shall participate in DFD approved statewide coordinated collection initiatives, including but not limited to, focused warrant services using key criteria regarding ability to pay and noncompliance .
16. The Sheriff's Office shall submit detailed reports on a quarterly basis in order to obtain payment for services; and payment for services shall be based on the collection performance standards specified in Attachment C. All County Expense Reports will be submitted in accordance with the

procedures identified in Attachment C-1, Procedures for the Submittal of Sheriff's Quarterly Expense Reports.

17. The Sheriff's Office agrees to retain all records and other relevant information for six (6) years after the applicable party is found, in accordance with Attachment B and C to this Agreement. However, if any investigation, claim, financial management and review, or audit is started before the expiration of the 6 year period, the record shall be retained until they are resolved and final action taken. Representatives of the DHS, the DFD, and the New Jersey Treasurer, as well as any appropriate federal entities shall have full access to the above mentioned records and documents during this period.
18. The Sheriff's Office agrees that all staff accessing or handling child support data from any source shall sign the "State of New Jersey IV-D Agency Child Support Data User and Confidentiality Agreement" and adhere to its terms and conditions.
19. The Sheriff's Office agrees to comply with all child support data security provisions, namely the IRS Disclosure Awareness Video and Incident Reporting Protocol in accordance with the requirements set forth in Action Transmittal 18-03, Data Security Policy: Incident Reporting Protocol, Data User and Confidentiality Agreement and IRS Disclosure Awareness Video, and all required data security trainings provided by the DFD.
20. The Sheriff's Office agrees to permit the DHS and the DFD to monitor Title IV-D activities carried on by the Sheriff's Office upon presentation to the county or Sheriff's Office of proper credentials of identification.
21. If a performance deficiency is identified through the monitoring process, the county shall provide a Corrective Action Plan to the DFD. The plan shall provide a clear explanation of what corrective actions are being proposed to bring each respective performance standard into future compliance, including a time frame for implementing these actions. Once the Corrective Action Plan is approved by DFD, all corrective measures must be integrated into the regular business practice within ninety (90) calendar days of the approval date.

## **II. Duties and Functions of the DFD:**

1. The DFD shall provide sheriff the necessary account credentials to access NJKiDS and/or the agency web portal.
2. The DFD shall provide trainings to sheriff staff with access to NJKiDS and/or agency web portal. Trainings provided by DFD shall be solely relative to duties and functions as described within this Agreement.
3. The DFD shall review the County Expense Reports, which are submitted in accordance with Attachment C and Attachment C-1, Procedures for the Submittal of Sheriff's Quarterly Expense Reports, and verify the accuracy of the information contained in the reports utilizing NJKiDS or where appropriate, field visits.

4. The DFD financial Reporting Unit will calculate the percentage of the reimbursement due to the County, according to the collection performance standards outlined in Attachment C.
5. Once the appropriate percentage has been determined and approved, payment will be prepared for the calculated amount and sent to the county within 15 business days.
6. If a county is found to have been reimbursed for a collection that should not have been claimed, the DFD will process the overpayment as follows:
  - a. The DFD will request in writing that the Sheriff's Office resubmit the quarterly report in which the overpayment was made, deducting the collection(s) which should not have been claimed.
  - b. The DFD will review the corrected report and ensure the inappropriate collection has been deducted; forwarding the correct report to the Financial Reporting Unit.
  - c. The DFD Financial Reporting Unit will receive the corrected report and recalculate the cost/benefit ratio. The appropriate reimbursement rate will be determined by matching the cost/benefit ratio to the rate schedule on Attachment C, page 16 of the Sheriff's Cooperative Agreement (attached). Using the appropriate reimbursement rate the Financial Reporting Unit personnel will compute the reimbursable expenditure amount. The overpayment will be calculated by subtracting the reimbursable expenditure amount from the amount actually paid to the county for that quarter. The Financial Reporting Unit will inform appropriate DFD staff of the amount of the overpayment.
  - d. The Financial Reporting Unit will deduct the amount of the overpayment from the reimbursable expenditure amount from the next quarterly report submitted.
  - e. The DFD will send a letter to the County Sheriff's Office informing them that the amount of overpayment will be deducted from the reimbursement amount of their next quarterly report submitted.
7. The DFD will conduct a triennial on-site technical program review. A statistically valid sample of the IV-D cases will be reviewed to determine if appropriate action has been taken on 75% of the cases. Appropriate action is defined as the timely implementation of the requirements specified in Sections I and III of this Agreement, which address both specific duties and performance.
8. The DFD will notify the Sheriff's Office in writing of the findings of the above review. If a Corrective Action Plan is required by the Sheriff's Office as a result of problems identified in the review, this plan must address those problems and provide steps to be taken for corrective action. If a Corrective Action Plan is required, the elements will be so stated.
9. The DFD must approve the acceptability of any Corrective Action Plan deemed necessary within fifteen (15) working days. Upon DFD approval of said plan, the Sheriff's Office shall take immediate steps (not to exceed ninety (90) calendar days) to correct the identified problem(s).
10. The DFD will retain all records and documents relevant to this Agreement for six (6) years after the fugitive is found. However, if any investigation, claim, financial management review, or audit is started before the expiration of the 6-year period, the records shall be retained until they are resolved and final action taken.

11. DFD will provide the Sheriff's Office with necessary materials required to execute the annual "State of New Jersey IV-D Agency Data User and Confidentiality Agreement" in accordance with Action Transmittal 17-03 and all subsequent IV-D data user and confidentiality action transmittals.

### **III. Performance Standards**

#### **Sheriff's Office Shall:**

1. Utilize NJKiDS daily, for warrants on Title IV-D cases including, but not limited to, the following purposes:
  - a. Retrieve and print electronic warrants signed and issued by the New Jersey Superior Court;
  - b. Review child support demographic and warrant case information;
  - c. Monitor the change in warrant status (active, negotiated settlement, executed, detained, and discharged);
  - d. Enter data in required fields and making case notes as referenced in agreement;
  - e. Access and submitting the Sheriff Quarterly Report.
2. Have written procedures for receipting warrants on Title IV-D cases that are issued electronically via NJKiDS, or manually, by the New Jersey Superior Court. Procedures shall include, but are not limited to the following:
  - a. A date and time stamp; (staff may utilize free form text on NJKiDS to denote receipt on a warrant case, however, this will not result in an automated receipt date on the physical warrant printed from NJKiDS).
  - b. Warrants shall be receipted, hard copy, dated and time stamped, within seven (7) business days of the warrant issue date on NJKiDS. Business day is defined as a Monday through Friday, excluding holidays (used hereafter).
  - c. Exceptions to meeting this timeframe must be submitted in writing to the DFD and approved by the DFD. If exception has been DFD approved, the warrants shall be receipted in a reasonable timeframe and conducive to managing case volume said county.
  - d. For purposes of establishing a case file under this Agreement, a warrant will not be deemed in sheriff receipt unless specified with a date and time stamped.
3. Monitor NJKiDS daily for WRKL alert notifications of warrants issued by the NJ Superior Court on Title IV-D cases and enter the warrant information on to the NCIC and/or other designated law enforcement system recognized by the law enforcement community within three (3) business days of the receipt of the warrant.
4. Once information is entered on NCIC, update NJKiDS Bench Warrants page with the date the warrant was entered on NCIC within three (3) business days.

5. All new cases shall have a hard copy case file created and be assigned to a sheriff staff person within three (3) business days of warrant stamped receipt date.
6. Monitor NJKiDS daily for alert notification of changes to the Title IV-D warrant status. For any warrant that has been discharged, vacated or where a negotiated settlement has been reached by the New Jersey Superior Court, record the disposition of the warrant on NCIC and/or other designated law enforcement system recognized by the law enforcement community within one (1) business day of the alert notification. Once completed, updated NJKiDS with the date the warrant was discharged or vacated on NCIC and/or other designated law enforcement system within one (1) business day.
7. Initiate action to execute the warrant or negotiated settlement within fifteen (15) business days of case assignment. Utilize NJKiDS to verify warrant status and warrant case information, prior to any attempts to execute a warrant. Record the findings of initial attempt in the case file and on the Bench Warrants and Notes pages in NJKiDS.
8. Attempt execution of the warrant or negotiation of a settlement one or more days each month for three consecutive months, if the initial execution of a warrant is unsuccessful and no sufficient location information is available. Document all attempts on the Notes page in NJKiDS.
9. If further attempts to execute the warrant or negotiate a settlement are unsuccessful, the Sheriff's Officer must attempt service at least once every 3 months, until the individual is apprehended or the Sheriff's Office is notified the bench warrant is vacated. Documentation should be retained in case file and on NJKiDS Notes page.
10. Follow-up on the execution of the warrant or negotiated settlement by attempting service/contact within five (5) business days of receiving new information. Retain documentation of attempted service and/or any new information obtained in case file and on NJKiDS Notes page. If new information is received from a source other than child support, a Note to File Action Alert should be sent to the Probation caseworker through the Notes page in NJKiDS.
11. Inform appropriate source of invalid address on warrant within three (3) business days of attempted service. Findings shall be documented in case file and a Note to File Action Alert should be sent to the Probation caseworker through Notes page in NJKiDS.
12. All Title IV-D warrants shall be executed in NJKiDS the same day as arrest or settlement. Arrests or settlements that occur during night time hours, weekends and/or holidays must be executed in NJKiDS on the next business day. Exceptions to meeting this timeframe must be submitted in writing to the DFD and approved by the DFD. All documentation must be recorded in the case file and NJKiDS Bench Warrants page.
13. Participate in at least one (1) statewide coordinated collection initiatives per Agreement year.
14. Maintain time and attendance records for individuals performing child support functions.
15. Submit a quarterly expense report to the DFD, within twenty (20) calendar days of the end of the quarter, in accordance with the elements in Attachment C.
16. Maintain a cost/ benefit ratio of at least \$1: \$1.60.

17. Complete all necessary/appropriate action as provided under this Agreement on a minimum of 75% of the sample cases, unless good cause is determined for not doing so. Where this standard is not met and good cause is not demonstrated, a Corrective Action Plan addressing this problem shall be developed.
18. Provide the DFD with a Corrective Action Plan within thirty (30) calendar days after receiving a written notification from the DFD specifying a deficiency.
19. Provide the DFD with the name and telephone number of a contact person and an alternate within the agency.

#### **IV. Specials Provisions**

1. This Agreement is conditioned upon the availability of Federal Financial Participation to reimburse the county fees in connection with warrant services in administering the State's Title IV-D laws within the county.
2. This Agreement may be amended by mutual consent of the parties. Any amendment shall be reduced to writing, executed in the same manner as this Agreement, and incorporated into this Agreement.
3. Collection initiatives require prior written approval from the DFD.
4. The DFD reserves the right to refuse to reimburse the county, or in the alternative, to terminate this Agreement entirely upon thirty (30) calendar days written notice, if the Sheriff's Office fails to provide services consistent with the State IV-D Plan or this Agreement. The DFD may refuse reimbursement for the following reasons:
  - a. Failure to perform (without good cause) within the parameters of the performance standards of this Agreement.
  - b. Failure to present Corrective Action Plan(s) as required by this Agreement.
  - c. Failure to provide correct and full reports as required by this Agreement.
5. The DFD may exercise its right to terminate the agreement for the following reasons:
  - a. Violation of Federal and/State Law.
  - b. Failure to take appropriate corrective action.
  - c. Repeated failure to perform (without good cause) within the parameters of the performance standards, as outlined in Section III of this Agreement.
6. This Agreement shall be terminated upon the decision of any court of competent jurisdiction to the effect that this Agreement is in violation of Federal or State law in its entirety. However, if any particular provision of this Agreement is found to be invalid, the remainder of this Agreement shall continue to be in effect, unless to do so would contravene the purpose of this Agreement.

7. This Agreement may be terminated upon thirty (30) days' written notice by either party based upon the occurrence of a change in applicable Federal law(s) or regulation(s) that would result in the unavailability of Federal funds for services to be provided under this Agreement.
8. In the event the Sheriff's Office is unable to perform under the conditions of this Agreement, the County and Sheriff's Office may terminate this Agreement upon thirty (30) days' written notice to the DFD.

**WRITTEN AGREEMENT FACT SHEET**

**Attachment A**

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## State of New Jersey

OFFICE OF THE ATTORNEY GENERAL  
DEPARTMENT OF LAW AND PUBLIC SAFETY  
DIVISION OF CRIMINAL JUSTICE  
PO BOX 085  
TRENTON, NJ 08625-0085  
TELEPHONE: (609) 984-6500

PHILIP D. MURPHY  
Governor

SHEILA Y. OLIVER  
Lt. Governor

GURBIR S. GREWAL  
Attorney General

VERONICA ALLENDE  
Director

### ATTORNEY GENERAL LAW ENFORCEMENT DIRECTIVE NO. 2018-6

**TO:** All Law Enforcement Chief Executives

**FROM:** Gurbir S. Grewal, Attorney General

**DATE:** November 29, 2018

**SUBJECT:** **Directive Strengthening Trust Between Law Enforcement and Immigrant Communities**

In recent years, the federal government has increasingly relied on state and local law enforcement agencies to enforce federal civil immigration law. This trend presents significant challenges to New Jersey's law enforcement officers, who have worked hard to build trust with our state's large and diverse immigrant communities.

It is well-established, for example, that individuals are less likely to report a crime if they fear that the responding officer will turn them over to immigration authorities. This fear makes it more difficult for officers to solve crimes and bring suspects to justice, putting all New Jerseyans at risk.

It is therefore crucial that the State of New Jersey makes very clear to our immigrant communities something that may seem obvious to those of us in law enforcement: there is a difference between state, county, and local law enforcement officers, who are responsible for enforcing *state criminal law*, and federal immigration authorities, who enforce *federal civil immigration law*.

Put simply, New Jersey's law enforcement officers protect the public by investigating state criminal offenses and enforcing state criminal laws. They are not responsible for enforcing civil immigration violations except in narrowly defined circumstances. Such responsibilities instead fall to the federal government and those operating under its authority.

Although state, county, and local law enforcement officers should assist federal immigration authorities when required to do so by law, they should also be mindful that providing assistance above and beyond those requirements threatens to blur the distinctions



between state and federal actors and between federal immigration law and state criminal law. It also risks undermining the trust we have built with the public.

In August 2007, Attorney General Anne Milgram issued Attorney General Law Enforcement Directive No. 2007-3 (AG Directive 2007-3) to “establish the manner in which local, county, and state law enforcement agencies and officers shall interact with federal immigration authorities.” AG Directive 2007-3 recognized that “enforcement of immigration laws is primarily a federal responsibility,” and that “[t]he overriding mission of [New Jersey] law enforcement officers ... is to enforce the state’s criminal laws and to protect the community that they serve.” That Directive also acknowledged that “[t]his requires the cooperation of, and positive relationships with, all members of the community,” including immigrants.

Since 2007, technological advances and changes in federal immigration enforcement priorities have rendered AG Directive 2007-3 less effective at “establish[ing] the manner in which local, county, and state law enforcement agencies and officers shall interact with federal immigration authorities.” Today’s new Directive seeks to ensure effective policing, protect the safety of all New Jersey residents, and ensure that limited state, county, and local law enforcement resources are directed towards enforcing the criminal laws of this state.

To be clear, nothing in this new Directive limits New Jersey law enforcement agencies or officers from enforcing state law – and nothing in this Directive should be read to imply that New Jersey provides “sanctuary” to those who commit crimes in this state. Any person who violates New Jersey’s criminal laws can and will be held accountable for their actions, no matter their immigration status.

Similarly, nothing in this Directive restricts New Jersey law enforcement agencies or officers from complying with the requirements of Federal law or valid court orders, including judicially-issued arrest warrants for individuals, regardless of immigration status. For the purposes of this Directive, a “judicial warrant” is one issued by a federal or state judge. It is not the same as an immigration detainer—sometimes referred to as an Immigration and Customs Enforcement (ICE) detainer—or an administrative warrant, both of which are currently issued not by judges but by federal immigration officers. *See, e.g.*, U.S. Immigration and Customs Enforcement Policy Number 10074.2: Issuance of Immigration Detainers by ICE Immigration Officers (Effective Apr. 2, 2017). Under federal and state law, local law enforcement agencies are not required to enforce civil administrative warrants or detainers issued by federal immigration officers rather than federal or state judges.

Finally, nothing in this Directive prohibits state, county and local law enforcement agencies from imposing their own additional restrictions on providing assistance to federal immigration authorities, so long as those restrictions do not violate federal or state law or impede the enforcement of state criminal law. This Directive does not *mandate* that law enforcement

officials provide assistance in any particular circumstance, even when, by the terms of the Directive, they are *permitted* to do so.

Pursuant to the authority granted to me under the New Jersey Constitution and the Criminal Justice Act of 1970, N.J.S.A. 52:17B-97 to -117, which provides for the general supervision of criminal justice by the Attorney General as chief law enforcement officer of the state in order to secure the benefits of a uniform and efficient enforcement of the criminal law and the administration of criminal justice throughout the state, I hereby direct all law enforcement and prosecuting agencies operating under the authority of the laws of the state of New Jersey to implement and comply with the following directives. This Directive repeals and supersedes the provisions of AG Directive 2007-3.

## **I. Racially-Influenced Policing**

No law enforcement officer shall at any time engage in conduct constituting racially-influenced policing as defined in Attorney General Law Enforcement Directive No. 2005-1.

## **II. Enforcement of Federal Civil Immigration Law**

A. ***Use of immigration status in law enforcement activities.*** Except pursuant to Sections II.C and III below, no state, county, or local law enforcement agency or official shall:

1. Stop, question, arrest, search, or detain any individual based solely on:
  - a) actual or suspected citizenship or immigration status; *or*
  - b) actual or suspected violations of federal civil immigration law.
2. Inquire about the immigration status of any individual, unless doing so is:
  - a) necessary to the ongoing investigation of an indictable offense by that individual; *and*
  - b) relevant to the offense under investigation.

B. ***Limitations on assisting federal immigration authorities in enforcing federal civil immigration law.*** Except pursuant to Sections II.C and III below, no state, county, or local law enforcement agency or official shall provide the following types of assistance to federal immigration authorities when the sole purpose of that assistance is to enforce federal civil immigration law:

1. Participating in civil immigration enforcement operations.
2. Providing any non-public personally identifying information regarding any individual.<sup>1</sup>
3. Providing access to any state, county, or local law enforcement equipment, office space, database, or property not available to the general public.
4. Providing access to a detained individual for an interview, unless the detainee signs a written consent form that explains:
  - a) the purpose of the interview;
  - b) that the interview is voluntary;
  - c) that the individual may decline to be interviewed; *and*
  - d) that the individual may choose to be interviewed only with his or her legal counsel present.
5. Providing notice of a detained individual's upcoming release from custody, unless the detainee:
  - a) is currently charged with, has ever been convicted of, or has ever been adjudicated delinquent for a violent or serious offense, as that term is defined in Appendix A;
  - b) in the past five years, has been convicted of an indictable crime other than a violent or serious offense; *or*
  - c) is subject to a Final Order of Removal that has been signed by a federal judge and lodged with the county jail or state prison where the detainee is being held.
6. Continuing the detention of an individual past the time he or she would otherwise be eligible for release from custody based solely on a civil immigration detainer request, unless the detainee:

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<sup>1</sup> Non-public personally identifying information includes a social security number, credit card number, unlisted telephone number, driver's license number, vehicle plate number, insurance policy number, and active financial account number of any person. *See* N.J.S.A. 47:1A-1.1, N.J. Court Rule 1:38-7(a). It may also include the address, telephone number, or email address for an individual's home, work, or school, if that information is not readily available to the public.

- a) is currently charged with, has ever been convicted of, or has ever been adjudicated delinquent for a violent or serious offense, as that term is defined in Appendix A;
- b) in the past five years, has been convicted of an indictable crime other than a violent or serious offense; *or*
- c) is subject to a Final Order of Removal that has been signed by a federal judge and lodged with the county jail or state prison where the detainee is being held.

Any such detention may last only until 11:59 pm on the calendar day on which the person would otherwise have been eligible for release.

C. ***Exceptions and exclusions.*** Nothing in Sections II.A or II.B shall be construed to restrict, prohibit, or in any way prevent a state, county, or local law enforcement agency or official from:

1. Enforcing the criminal laws of this state.
2. Complying with all applicable federal, state, and local laws.
3. Complying with a valid judicial warrant or other court order, or responding to any request authorized by a valid judicial warrant or other court order.<sup>2</sup>
4. Participating with federal authorities in a joint law enforcement taskforce the primary purpose of which is unrelated to federal civil immigration enforcement.
5. Requesting proof of identity from an individual during the course of an arrest or when legally justified during an investigative stop or detention.
6. Asking an arrested individual for information necessary to complete the required fields of the LIVESCAN database (or other law enforcement fingerprinting database), including information about the arrestee's place of birth and country of citizenship.

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<sup>2</sup> As noted earlier, a "judicial warrant" is one issued by a federal or state judge. It is not the same as an immigration detainer (sometimes referred to as an ICE detainer) or an administrative warrant, both of which are currently issued not by judges but by federal immigration officers. Under federal and state law, local law enforcement agencies are not required to enforce civil administrative warrants or civil detainers issued by federal immigration officers.

7. Inquiring about a person's place of birth on a correctional facility intake form and making risk-based classification assignments in such facilities.
8. Providing federal immigration authorities with information that is publicly available or readily available to the public in the method the public can obtain it.
9. When required by exigent circumstances, providing federal immigration authorities with aid or assistance, including access to non-public information, equipment, or resources.
10. Sending to, maintaining, or receiving from federal immigration authorities information regarding the citizenship or immigration status, lawful or unlawful, of any individual. *See* 8 U.S.C. §§ 1373, 1644.

### III. Agreements with the Federal Government

- A. ***Section 287(g) agreements.*** No state, county, or local law enforcement authority shall enter into, modify, renew, or extend any agreement to exercise federal immigration authority pursuant to Section 287(g) of the Immigration and Nationality Act, 8 U.S.C. § 1357(g), unless:

1. The Attorney General grants written approval; *or*
2. The agreement is necessary to address threats to the public safety or welfare of New Jersey residents arising out of a declaration of a state or national emergency.

No state, county, or local law enforcement officer shall otherwise exercise federal civil immigration authority outside the context of Section 287(g). Nothing in Section II of this Directive shall apply to law enforcement agencies that are party to an agreement to exercise federal immigration authority pursuant to Section 287(g) when they are acting pursuant to such agreement.

- B. ***Intergovernmental Service Agreements.*** Nothing in Section II of this Directive shall apply to law enforcement agencies that are currently party to an Intergovernmental Service Agreement (IGSA) to detain individuals for civil immigration enforcement purposes when they are acting pursuant to such an agreement.

#### IV. Requests for T and U Nonimmigrant Status Certifications

- A. ***Establishing certification procedures.*** Before March 15, 2019, all state, county, and local law enforcement agencies must put in place a set of procedures for processing requests for T- and U-visa certifications (*see* 8 U.S.C. §§ 1101(a)(15)(T) and 1101(a)(15)(U)) from potential victims of crime or human trafficking within 120 days of the request being made. Each police department shall post information about its procedures on its website, or, if the department does not have its own website, then on the municipality's website when feasible.
  
- B. ***T-visa certifications.*** For T-visa certification requests, each agency's certification procedure shall include a determination of whether, pursuant to the standards set forth in federal law and instructions to USCIS Form I-914 Supplement B, the requester:
  1. Is or has been a victim of a severe form of trafficking in persons; *and*
  2. Has complied with requests for assistance in an investigation or prosecution of the crime of trafficking.
  
- C. ***U-visa certifications.*** For U-visa certification requests, each agency's procedure shall include a determination of whether, pursuant to the standards set forth in federal law and instructions to USCIS Form I-918 Supplement B, the applicant:
  1. Is a victim of a qualifying criminal activity; *and*
  2. Was, is, or is likely to be, helpful in the investigation or prosecution of that activity.
  
- D. ***Inquiry into and disclosure of immigration status.*** Notwithstanding any provision in Section II, state, county, and local law enforcement agencies and officials may ask any questions necessary to complete a T- or U-visa certification. They may generally not disclose the immigration status of a person requesting T- or U-visa certification except to comply with state or federal law or legal process, or if authorized by the visa applicant. However, nothing in this section shall be construed to restrict, prohibit, or in any way prevent a state, county, or local law enforcement agency or official from sending to, maintaining, or receiving from federal immigration authorities information regarding the citizenship or immigration status, lawful or unlawful, of any individual. *See* 8 U.S.C. §§ 1373, 1644.

## V. Considerations for Prosecutors

- A. ***Initial court appearances.*** At a defendant's initial court appearance before a judge, the prosecutor shall confirm that the defendant has been advised on the record that:
  1. Potential charges and convictions may carry immigration consequences, *see Padilla v. Kentucky*, 559 U.S. 356 (2010); *and*
  2. The defendant may have rights to consular notification pursuant to the Vienna Convention on Consular Relations.
- B. ***Pretrial detention.*** In assessing whether to seek pretrial detention of an arrestee under N.J.S.A. 2A:162-15 to -25, the prosecutor shall make an individualized assessment based on the specific facts presented in each case, and shall not simply assume that a non-citizen presents a risk of flight.
- C. ***Admissibility of immigration evidence.*** In most instances, evidence of a defendant's immigration status is not relevant to the crime charged or to a witness's credibility and therefore may not be presented to a jury. *State v. Sanchez-Medina*, 231 N.J. 452, 462-63 (2018). In the rare cases where proof of a person's immigration status is relevant and admissible at trial, the prosecutor should not seek to admit such evidence without first raising the issue with the Court outside of the jury's presence, under N.J.R.E. 104, and requesting that the Court give an appropriate limiting instruction.
- D. ***Charging, resolving, and sentencing cases.*** As in all cases, the prosecutor should be mindful of potential collateral consequences and consider such consequences in attempting to reach a just resolution of the case. Nothing in this Directive shall be construed to require any particular charge or sentence, to limit prosecutorial discretion in reaching a just resolution of the case, or to prevent the prosecutor from making any argument at sentencing.

## VI. Notifications and Recordkeeping

- A. ***Notifications to detained individuals.*** State, county, and local law enforcement agencies and officials shall promptly notify a detained individual, in writing and in a language the individual can understand, when federal civil immigration authorities request:

1. To interview the detainee. (See § II.B.4.)
2. To be notified of the detainee's upcoming release from custody. (See § II.B.5.)
3. To continue detaining the detainee past the time he or she would otherwise be eligible for release. (See § II.B.6.)

When providing such notification, law enforcement officials shall provide the detainee a copy of any documents provided by immigration authorities in connection with the request.

B. ***Annual reporting by law enforcement agencies.*** On an annual basis, each state, county, and local law enforcement agency shall report, in a manner to be prescribed by the Attorney General, any instances in which the agency provided assistance to federal civil immigration authorities for the purpose of enforcing federal civil immigration law described in Sections II.B.1 to II.B.6. Each year:

1. Any local or county law enforcement agency that provided assistance described in Sections II.B.1 to II.B.6 during the prior calendar year shall submit a report to the County Prosecutor detailing such assistance.
2. Each County Prosecutor shall compile any reports submitted by local or county law enforcement agencies pursuant to Section VI.B.1 and submit a consolidated report to the Attorney General detailing the agencies' assistance.
3. The New Jersey State Police and all other state law enforcement agencies that provided assistance described in Sections II.B.1 to II.B.6 during the prior calendar year shall submit a report to the Attorney General detailing such assistance.
4. The Attorney General shall post online a consolidated report detailing all instances of assistance by all state, county, and local law enforcement agencies, as submitted to the Attorney General pursuant to Sections VI.B.2 and VI.B.3, during the prior calendar year.

## VII. Training

A. ***Development of training.*** The Division of Criminal Justice, shall, within 30 days of the issuance of this Directive, develop a training program to explain the

requirements of this Directive as they pertain to state, county, and local law enforcement agencies and officers. Such program shall be made available through the NJ Learn System or by other electronic means.

- B. ***Training deadline.*** All state, county, and local law enforcement agencies shall provide training to all officers regarding the provisions of this Directive before March 15, 2019.

## VIII. Other Provisions

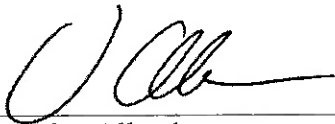
- A. ***Establishment of policy.*** All state, county, and local law enforcement agencies shall, before March 15, 2019, adopt and/or revise their existing policies and practices, consistent with this Directive, either by rule, regulation, or standard operating procedure.
- B. ***Community relations and outreach programs.*** Each County Prosecutor shall undertake efforts to educate the public about the provisions of this Directive, with a specific focus on strengthening trust between law enforcement and immigrant communities. Within 120 days of the effective date of this Directive, each County Prosecutor shall report to the Attorney General on such public education efforts.
- C. ***Non-enforceability by third parties.*** This Directive is issued pursuant to the Attorney General's authority to ensure the uniform and efficient enforcement of the laws and administration of criminal justice throughout the state. This Directive imposes limitations on law enforcement agencies and officials that may be more restrictive than the limitations imposed under the United States and New Jersey Constitutions, and federal and state statutes and regulations. Nothing in this Directive shall be construed in any way to create any substantive right that may be enforced by any third party.
- D. ***Severability.*** The provisions of this Directive shall be severable. If any phrase, clause, sentence, or provision of this Directive is declared by a court of competent jurisdiction to be invalid, the validity of the remainder of the Directive shall not be affected.
- E. ***Questions.*** Any questions concerning the interpretation or implementation of this Directive shall be addressed to the Director of the Division of Criminal Justice, or his or her designee.

- F. ***Effective date.*** In order to give state, county and local law enforcement agencies sufficient time to implement the provisions of this Directive and to conduct the required trainings, this Directive shall become operational on March 15, 2019. Once effective, this Directive shall remain in force unless it is repealed, amended, or superseded by Order of the Attorney General.



Gurbir S. Grewal  
Attorney General

ATTEST:



Veronica Allende  
Director, Division of Criminal Justice

Dated: November 29, 2018

## ATTORNEY GENERAL LAW ENFORCEMENT

### DIRECTIVE NO. 2018-6 APPENDIX A

(Issued November 29, 2018)

For the purposes of Sections II.B.5 and II.B.6, the term “violent or serious offense” is defined as follows:

1. Any first or second degree offense, as defined in N.J.S.A 2C:43-1;
2. Any indictable domestic violence offense defined in N.J.S.A. 2C:25-19;
3. Any other indictable offense listed in the chart below; *or*
4. Any indictable offense under the law of another jurisdiction that is the substantial equivalent to an offense described in paragraphs 1-3 above.

Chart of Additional Violent & Serious Offenses  
(Referenced in Paragraph 3 Above)

Statute	Description
2C:12-1	Assault
2C:12-1.1	Knowingly Leaving Scene of Motor Vehicle Accident Involving Serious Bodily Injury
2C:12-10	Stalking
2C:12-13	Throwing Bodily Fluid at Officers
2C:14-3	Criminal Sexual Contact
2C:16-1	Bias Intimidation
2C:17-1	Arson
2C:17-2	Causing Widespread Injury or Damage
2C:18-2	Burglary of a Dwelling
2C:24-4	Endangering the Welfare of Children
2C:28-5	Witness Tampering and Retaliation
2C:29-2B	Eluding a Law Enforcement Officer
2C:29-3A(5)	Hindering Apprehension of Another Using Force or Intimidation
2C:29-3B(2)	Hindering Apprehension of Oneself Using Force or Intimidation
2C:29-9	Criminal Contempt (Violation of Restraining Orders, Domestic Violence Orders, Etc.)
2C:40-3B	Aggravated Hazing

## **Attachment B**

The Sheriff's Office shall maintain individual case records sufficient to permit evaluation of progress on each case record. A record must be kept in a format that would allow for easy review as to the progress of the case. The following information must be included in the case file:

1. Complainant's name
2. Name and address of non-custodial parent
3. Date of birth of non-custodial parent
4. Social Security number of non-custodial parent , if available
5. Name and address of employer
6. Arrears
7. Copy of the Warrant
8. Docket #
9. CS #
10. Action taken on case (1<sup>st</sup>, 2<sup>nd</sup>, 3<sup>rd</sup> attempts and at least once within a 12 months period thereafter)
11. Outcome of action
12. Special provisions any other relevant case information.
13. Officer's name
14. Other relevant information
  - a. NJKiDS inquiries
  - b. NCIC entry documentation
  - c. Any other source

## **Attachment C**

### **Fiscal Systems and Reports**

This Attachment is applicable to the Sheriff's Office and is provided to ensure uniformity in the maintenance of a fiscal system and preparation of appropriate reports.

1. Total Sheriff's Officers cost of warrant services, for the period October 1, 2019 through September 30, 2020, performed pursuant to this Agreement, shall not exceed \$476,745. which shall include not more than \$263,880. in salaries and \$212,865. in fringe benefits for the officer assigned to the serving of warrants. The total combined quarterly warrant expenditures costs that qualify to be reported during the FFY20 Agreement period of October 1, 2019 through September 30, 2020 cannot exceed this annual warrant service amount of \$476,745.
2. Appropriations for Sheriff's Officers shall constitute in whole or in part the non-federal share of each fee for service to satisfy the Federal requirement of State financial participation.
3. The DFD shall make payments to the county for the Federal share of allocated fees for service provided by the Sheriff's Office within the limits set forth in Items 1 and 6 of this Attachment to the extent that such payment does not exceed actual expenditures. Allowable expenditures include salaries, fringe benefits and outreach materials.
4. In order to receive payment, the Sheriff's Office shall file a Quarterly Budget Report identifying those services performed by the Sheriff's Office in a case-specific format as well as the actual expense incurred by the Sheriff's Office in performing those activities. The Quarterly Collection Report and the Summary of Federally Reimbursable Expenditures form.
5. The Quarterly Budget Report shall be filed within twenty (20) calendar days of the end of the quarter. Late submission of these reports may result in a delay, penalty or reduction in the rate of reimbursement.
6. The DFD will make a payment at the end of the quarter for a federal share of all approved fees, based upon the required reports filed with the DFD for the quarter. All funds collected, as the result of a warrant action will be counted as follows:
  - a. The value of lump sum collections on arrears as a result of the warrant and received within five (5) calendar days of the date of appearance and additional

payments made up until ninety (90) calendar days of the date of appearance. Payments are recorded within the Quarter reviewed.

- b. Any regular payment whether consecutive or not made by the obligor which includes the following receipt sources from NJKiDS: EW (employer wage); RE (regular payment); PM (release amount); QR (QDRO/EDRO) and VL (voluntary payment).
- c. Excludes payments resulting from enforcement actions initiated by any other entity, independent of information received as a result of the Sheriff's Office action.
- d. The value of all new orders paid within the quarter.
- e. The value of an upward modification to an existing support order paid within the quarter.
- f. Support collected by one county at the request of another county will be treated as having been collected in full by each county.

**Attachment C (Cont'd.)**

The reimbursement rate shall be in accordance with the following schedule:

**Collection Performance Standards**

<b>Quarterly Collections</b>	<b>Reimbursement Rate (Maximum FFP Rate)</b>
\$1: \$4.00	66%
\$1: \$3.80	63%
\$1: \$3.60	60%
\$1: \$3.40	55%
\$1: \$3.20	50%
\$1: \$3.00	45%
\$1: \$2.80	40%
\$1: \$2.60	35%
\$1: \$2.40	34%
\$1: \$2.20	33%
\$1: \$2.00	32%
\$1: \$1.80	31%
Minimum	30%

**Attachment C (Cont'd.)**

<b>STAFF PERSON</b>	<b>SALARIES</b>	<b>FRINGE</b>	<b>TOTAL</b>
Sgt. Richard Riotto	\$27,608.	\$22,434.	\$50,042.
Det. James Fessano	\$75,985.	\$61,746.	\$137,731.
Det. Aimee Mehnert	\$75,985.	\$61,746.	\$137,731.
Det. Justin Anastasio	\$59,090.	\$48,017	\$107,107.
Civilian Deanna Nieves	\$25,211.	\$18,923.	\$44,134.
<b>TOTAL</b>	<b>\$263,880.</b>	<b>\$212,865.</b>	<b>\$476,745.</b>

## **Attachment C-1**

### **Procedures for the Submittal of Sheriff's Quarterly Expense Reports**

1. Utilizing of Standard Reports: In order to report collections/payments and expenses and to be reimbursed according to the signed Cooperative Agreement, the following two approved DFD documents must be submitted on a quarterly basis:
  - NJKiDS SQCR Sheriff Quarterly Report: an automated report accessed via the Sheriff Collections Report page of NJKiDS. There is no manual data entry necessary. Staff can access and print this report at the close of each Federal Fiscal Quarter.
  - Summary of Federally Reimbursable Expenditures form: a form created via an Excel spreadsheet. This form requires minimal manual data entry.
2. Required Data Entry on NJKiDS and Sheriff Quarterly Reports: Sheriff Staff is required to enter certain data elements on the NJKiDS Bench Warrants page upon execution of a Title IV-D child support warrant. By doing so, NJKiDS is programmed to auto-populate the SQCR Sheriff Quarterly Report with collection information as set forth in the collection criteria listed in Attachment C.6, Fiscal System and Reports.
3. Automated Calculation and Recording of Collections: If sheriff staff does not utilize NJKiDS to execute warrants, NJKiDS will not record the collection on the SQCR Sheriff Quarterly Report and it will not be included in the calculations associated to the county for reimbursement.
4. Daily time reports and signed confidentiality agreements should be retained on file for audit purposes.
5. All required reports shall be submitted on a quarterly basis no later than twenty (20) calendar days after the end of the quarter to:

Attention: Tikonblah Moore, Child Support Specialist 2  
Department of Human Services  
Office of Child Support Services

P.O. Box 716  
Trenton, New Jersey  
(609) 631-2758  
Email to: [Tikonblah.moore@dhs.state.nj.us](mailto:Tikonblah.moore@dhs.state.nj.us)

Late submission may result in a delay in the reimbursement, pursuant to the Sheriff's Cooperative Agreement Addendum.

6. Federal Fiscal Year (FFY) 2020 quarterly reporting due dates are:

<b>First Quarter:</b>	<b>Due By:</b>
October 1, 2019 to December 31, 2019	January 20, 2020
<b>Second Quarter:</b>	<b>Due By:</b>
January 1, 2020 to March 31, 2020	April 20, 2020
<b>Third Quarter:</b>	<b>Due By:</b>
April 1, 2020 to June 30, 2020	July 20, 2020
<b>Fourth Quarter:</b>	<b>Due By:</b>
July 1, 2020 to September 30, 2020	October 20, 2020

## **Attachment D**

### **Disclosure of Information**

1. Any staff that performs IV-D functions or accesses NJKiDS must sign a Child Support Data User and Confidentiality Agreement annually and attend data security training, as stated in the requirements of the Data Security Manual. This manual is accessible on the New Jersey Child Support website, [www.njchildsupport.org](http://www.njchildsupport.org).
2. Any staff that performs IV-D functions or accesses NJKiDS must view, on an annual basis, the IRS webinar video as stated in the requirements of the Data Security Manual. This video and/or the text for the video are accessible on the New Jersey Child Support website, [www.njchildsupport.org](http://www.njchildsupport.org).
3. Disclosure of information concerning Title IV-D clients shall be limited to the administration of Title IV-D Program as it related to the establishment of paternity and collection of child support.
4. Information applicable to this program may be provided to appropriate staff of the Probation Division, State and local Prosecutors, the DHS staff, the State and County IV-D staff, and the State Attorney General's Office.
5. Nothing in this Agreement shall be construed to conflict with the regulations of safeguarding information as stated in the requirements set forth in the Title IV-D Confidentiality Agreement, provided by DFD.

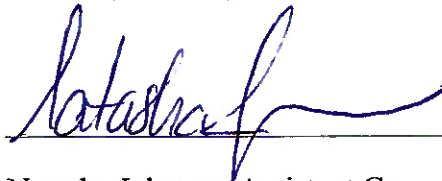
**State of New Jersey**

**Division of Family Development**

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

8-25-20

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



Natasha Johnson, Assistant Commissioner

**COUNTY OF BERGEN**

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

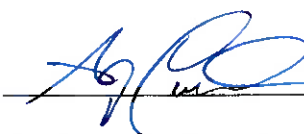
By: \_\_\_\_\_

James Tedesco III, Bergen County Executive

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

11/29/2020

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



Anthony Cureton, County Sheriff



**State of New Jersey**

**DEPARTMENT OF HUMAN SERVICES  
DIVISION OF FAMILY DEVELOPMENT**

**PO BOX 716**

**TRENTON, NJ 08625-0716**

**(609) 588-2400**

**CAROLE JOHNSON  
Commissioner**

**NATASHA JOHNSON  
Director**

**PHILIP D. MURPHY  
Governor**

**SHEILA Y. OLIVER  
Lt. Governor**

September 29, 2020

Sheriff Michael Saudino  
Bergen County Sheriff's Office  
Bergen County Justice Center  
2 Bergen Plaza  
Hackensack, NJ 07601

Dear Sheriff Saudino:

In preparation for Federal Fiscal Year 2021, we are requesting your budget information for the Title IV-D Sheriff Reimbursement Agreement effective October 1, 2020. This is a continued cooperative agreement between the Division of Family Development (DFD), Office of Child Support Services (OCSS) and your County Sheriff's Office, as authorized under Federal Regulation 45 CFR 302.34.


A Budget Projection Instruction document that accompanies this correspondence will guide your county through the renewal process. To ensure that this process flows as efficiently as possible, we are asking that your office fully complete the attached Budget Request Form and include a listing of all employee positions involved in the IV-D program by title, salary, fringe and total IV-D salary and fringe as directed on the Budget Projection Instruction document. In addition, please provide the names of the Agreement signatories, along with their title information.

In order to expedite the Agreement process, we request that you email your budget to [Laura.Carella@dhs.state.nj.us](mailto:Laura.Carella@dhs.state.nj.us) by the close of business **October 31, 2020**. If you are unable to email, please fax your budget information to (609) 588-2354, or mail your response to the following address:

Department of Human Services  
Division of Family Development  
Office of Child Support Services  
PO Box 716  
Trenton, NJ 08625  
Attn. Laura Carella, Sheriff Agreement Coordinator

If you have any questions, please contact Laura Carella at (609) 631-2644. Thank you for your anticipated cooperation.

Sincerely yours,

A handwritten signature in black ink, appearing to read 'Patricia Risch', with a long horizontal flourish extending to the right.

Patricia Risch  
Assistant Director

PR:AC:

Attachments

cc: Andrew Cmil, Chief of Systems and Operations  
Larissa Aspromonti, Supervising Program Support Specialist

**SHERIFF FFY21 AGREEMENT**  
**Effective October 1, 2020 – September 30, 2021**

**Agreement Processing Instructions**

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**Agreement Coordinator:** Laura Carella, Sheriff Agreement Coordinator

**Phone:** 609-631-2644 **Fax:** 609-588-2354 **Email:** laura.carella@dhs.nj.gov

**Address:** Department of Human Services, Division of Family Development, Office of Child Support Services  
PO Box 716, Trenton, NJ 08625-0716 Attn: Laura Carella

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This document outlines the annual IV-D Sheriff Agreement renewal process and the Sheriff Office's role in assisting OCSS to facilitate this process:

**1. IV-D Staffing Budget Projections: (See Budget Request Form)**

In order to calculate budget projections, obtain each staff member's annual salary, annual fringe and projected percentage of time completing IV-D tasks for the October 1, 2020– September 30, 2021 agreement timeframe. This information is entered on the Budget Request Form table, under columns "Annual Salary", "Annual Fringe" and "% of Annual IV-D Staff Time." The form will auto calculate each of the remaining columns "Total Annual Salary and Fringe", "Annual IV-D salary", "Annual IV-D Fringe" as well as "Total Annual IV-D Salary & Fringe" for all staff.

STAFF TITLE	ANNUAL SALARY	ANNUAL FRINGE (@ 40%)	TOTAL ANNUAL SALARY & FRINGE	% ANNUAL IV-D STAFF TIME	ANNUAL IV-D SALARY	ANNUAL IV-D FRINGE	TOTAL ANNUAL IV-D SALARY & FRINGE
Clerical/ Michelle Taylor	\$27,000.	\$10,800.	\$37,800.	60%	\$16,200.	\$6,480.	\$22,680.
Officer/ Ralph Manor	\$70,000	\$28,000.	\$98,000.	30%	\$21,000.	\$8,400.	\$29,400.
<b>TOTALS:</b>	<b>\$97,000.</b>	<b>\$38,000.</b>	<b>\$135,800.</b>		<b>\$37,200.</b>	<b>\$14,880.</b>	<b>\$52,080.</b>

Please note that the Agreement projection provided to OCSS is for budgeting purposes only. Your office will document and report the actual expenses incurred during each quarterly reporting period. Offices are not required to expend the full projected amount; however the total reported annual salary and fringe expenditures cannot exceed the amount that was submitted for the Agreement year. Staffing position titles rather than names may be used for agreement purposes. However, the actual staff names and IV-D time worked must be documented when submitting quarterly reports.

**2. Budget Request Form Submission: (See Budget Request Form)**

Please complete the Budget Request Form in its entirety and email or fax it to the attention of Laura Carella no later than **October 31, 2020**. The Budget Request Form does not require any type of signature approval. OCSS will use the information provided to create an FFY20 Agreement for your office. The staffing information will be included in the Agreement under Attachment C. OCSS will not be able to initiate agreement processing until the completed Budget Request Form has been received.

**3. Agreement Signatory Process:**

After OCSS has prepared the FFY20 Agreement, an electronic pdf copy will be emailed to each Sheriff and designated Agreement Coordinator. Each Sheriff's Office must print **1 (one) original document** for signature by the designated county executives. Once the county signature process has been completed, mail the original document to the attention of Patricia Risch, at the OCSS address listed above. The agreement may be sent via return receipt mail for tracking purposes. If the Sheriff's Office requires additional original documents of the executed agreement, please include with the signed agreement sent to OCSS.

**Please make sure that the agreement has been signed and dated in the appropriate space provided** before mailing to OCSS. Do not make any manual edits to the original agreement sent by OCSS. If signatory changes are needed after the Budget Request Form has been submitted, please contact OCSS who will update and email a revised agreement.

**4. Final Agreement Execution:**

Once OCSS has received **the signed and dated Agreement**, it is forwarded for signature to the DFD Assistant Commissioner. Once signed, an electronic copy is emailed to the Sheriff or designated recipient, and the original document is mailed to each Sheriff's Office. Due to confidential information, copies are only emailed to approved staff on the Budget Request Form. Requests to include additional email recipients must be indicated on the Budget Request Form.

**5. Quarterly Reporting Reimbursement:**

Each office is required to submit quarterly reports utilizing the Sheriff Collections Report in NJKiDS. This page tracks collections received up to 90 days following the execution of a warrant. The total quarterly collection amount is divided by the office's quarterly expenditure amount. The result is the amount of collections brought in for every dollar expended. Staff can use the attached "Reimbursement Rate Chart" to determine the quarterly reimbursement amounts for each office. This chart is included in the agreement as Attachment C. Eligible percentage levels range from 10% up to 66%. The percentage rate is then multiplied by the quarterly expenditure amount to determine the quarterly reimbursement.

Please note that you do not need to return this form to DFD. This document is an example of how your county's IV-D staffing budget should be listed for the FFY21 Sheriff Agreement.

## FFY21 IV-D Sheriff Reimbursement Agreement

### Budget Request Form

A	B	C	D	E	F	G	H
STAFF NAME/TITLE	ANNUAL STAFF SALARY IV-D & NON IV-D	ANNUAL FRINGE IV-D & NON IV-D	TOTAL ANNUAL SALARY & FRINGE IV-D & NON IV-D	% ANNUAL STAFF TIME SPENT ON IV-D	TOTAL ANNUAL IV-D SALARY	TOTAL ANNUAL IV-D FRINGE	TOTAL ANNUAL IV-D SALARY & FRINGE
(Enter Data)	(Enter Data)	(Enter Data)	(Do not Enter Data) Auto Calculate	(Enter Data)	(Do not Enter Data) Auto Calculate	(Do not Enter Data) Auto Calculate	(Do not Enter Data) Auto Calculate
Detective	\$ 50,000	\$ 18,000	\$ 68,000	50%	\$ 25,000	\$ 9,000	\$ 34,000
Officer	\$ 40,000	\$ 12,000	\$ 52,000	50%	\$ 20,000	\$ 6,000	\$ 26,000
			\$ -		\$ -	\$ -	\$ -
			\$ -		\$ -	\$ -	\$ -
			\$ -		\$ -	\$ -	\$ -
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<b>TOTALS:</b> (All totals auto-calculate)	\$ 90,000	\$ 30,000	\$ 120,000		\$ 45,000	\$ 15,000	\$ 60,000

# BUDGET REQUEST FORM

05

**Agreement, under Attachment C.**

1. Only full dollar amounts will be listed on the Agreement. Please round off all amounts entered to the nearest \$1.00
2. Column A: Enter all IV-D staff (A title may be entered instead of a name)
3. Columns A, B, C & E: Only enter data into the "Blue" highlighted columns below. All of the yellow cells will auto-calculate
4. Columns B, C & D: Totals for these columns will auto-calculate on row #32
5. Column H: The annual IV-D Salary and Fringe total for each staff member will be auto-calculate by row, under Column H
6. Column H: The total FFY18 IV-D expenditure amount will auto-calculate into the pink highlighted cell, "H:32"

[illegible]

**AGREEMENT SIGNATORIES: \*\*Must be filled out completely\*\***

**1st Signatory Name:** \_\_\_\_\_

**Title:** \_\_\_\_\_

**2nd Signatory Name:** \_\_\_\_\_

**Title:** \_\_\_\_\_

**Attested by: (Optional)**

**3rd Signatory Name:** \_\_\_\_\_

**Title:** \_\_\_\_\_

**EXECUTED AGREEMENT DISTRIBUTION:**

**MAIL AN ORIGINAL COPY OF THE FULLY EXECUTED AGREEMENT TO THE ATTENTION OF:**

**Name:** \_\_\_\_\_

**Phone:** \_\_\_\_\_

**Email:** \_\_\_\_\_

**Address:** \_\_\_\_\_

**THE FOLLOWING INDIVIDUALS ARE AUTHORIZED TO RECEIVE AN EMAILED COPY OF THE EXECUTED FFY20 IV-D AGREEMENT:**

**(1) Name:** \_\_\_\_\_

**Email:** \_\_\_\_\_

**(2) Name:** \_\_\_\_\_

**Email:** \_\_\_\_\_

**(3) Name:** \_\_\_\_\_

**Email:** \_\_\_\_\_

**(4) Name:** \_\_\_\_\_

**Email:** \_\_\_\_\_

**FFY21 SHERIFF IV-D AGREEMENT**

**ATTACHMENT C Cont'd.**

The reimbursement rate shall be in accordance with the following schedule:

**COLLECTION PERFORMANCE STANDARDS**

<b>Quarterly Collections</b>	<b>Reimbursement Rate</b>
\$1: \$4.00	Maximum FFP rate: 66%
\$1: \$3.80	63%
\$1: \$3.60	60%
\$1: \$3.40	55%
\$1: \$3.20	50%
\$1: \$3.00	45%
\$1: \$2.80	40%
\$1: \$2.60	35%
\$1: \$2.40	34%
\$1: \$2.20	33%
\$1: \$2.00	32%
\$1: \$1.80	31%
Minimum	30%