

COUNTY COUNCIL OF WICOMICO COUNTY, MARYLAND

2011 Legislative Session

Legislative Day No. 21

Resolution No. 125-2011

Introduced by: The President of the Council at the request of the County Executive

A RESOLUTION TO APPROVE AN INTERGOVERNMENTAL AGREEMENT WITH THE WICOMICO COUNTY DEPARTMENT OF SOCIAL SERVICES FOR CHILD WELFARE POSITIONS.

WHEREAS, the Wicomico Department of Social Services has proposed an Intergovernmental Agreement authorizing funding for two Child Welfare positions, which includes one full-time Family Advocate position and one full-time Screening Intake/Referral Specialist position. The positions will be under the direction of the Department of Social Services; and

WHEREAS, the County Executive recommends the approval of the Intergovernmental Agreement.

NOW, THEREFORE, BE IT RESOLVED, by the County Council of Wicomico County, Maryland, that the Intergovernmental Agreement attached as Exhibit A is approved and the County Executive is hereby authorized to execute and deliver the Intergovernmental Agreement in the name and on behalf of the County.

Done at Salisbury, Maryland, this 18th day of October, 2011.

ATTEST:

COUNTY COUNCIL OF WICOMICO COUNTY, MARYLAND

[Signature of Matthew E. Creamer]
Matthew E. Creamer,
Council Administrator

[Signature of Gail M. Bartkovich]
Gail M. Bartkovich,
Council President

CERTIFICATION

This Resolution was Adopted [checked], Adopted with Amendments, Failed, Withdraw by the County Council on October 18, 2011.

Certified by [Signature of Matthew E. Creamer]
Matthew E. Creamer, Council Administrator

INTER-GOVERNMENTAL AGREEMENT
BETWEEN
MARYLAND STATE DEPARTMENT OF HUMAN RESOURCES

Wicomico County Department of Social Services
201 Baptist Street, Suite 27
Salisbury, Maryland 21801

AND

Wicomico County Government
125 N. Division Street
P.O. Box 870
Salisbury, Maryland 21801

FOR

Child Welfare Positions

THIS AGREEMENT, effective as of October 1, 2011, is made by and between the Maryland State Department of Human Resources' Wicomico County Department of Social Services ("DHR/WCDSS") and the Wicomico County Government, hereinafter referred to as the "CONTRACTOR".

The DHR/WCDSS and the CONTRACTOR do mutually agree as follows:

1. PROGRAM AND SERVICES TO BE PROVIDED

1.1 Subject to the continuing availability of State and/or federal funds, the DHR/WCDSS shall purchase the CONTRACTOR'S services as described in its proposal dated September 30, 2011, attached as the Appendix, entitled: Child Welfare Positions.

1.2 The Appendix includes an approved budget.

2. TERMS AND TERMINATION

2.1 Performance under this Agreement shall commence on October 1, 2011, and shall continue until services are completed; but in any case no later than September 30, 2012.

2.2 The parties may agree in writing to an earlier termination date.

2.3 If the CONTRACTOR fails to fulfill its obligations under this Agreement properly and on time, or otherwise violates any provision of the Agreement, the DHR/WCDSS may terminate the Agreement. Prior to terminating this Agreement, the DHR/WCDSS shall give thirty (30) days prior written notice of such default, and if the CONTRACTOR has not cured such default within the thirty (30) day period, the DHR/WCDSS may, by written notice given, within five (5) days after expiration of this period, terminate the contract. The notice shall specify the acts or omissions relied on as

cause for termination. The DHR/WCDSS shall pay the CONTRACTOR fair and equitable compensation for satisfactory performance prior to the date of termination, less the amount of damages caused by the CONTRACTOR'S breach.

3. PAYMENT

3.1 The cost to the DHR/WCDSS for the services to be provided by the CONTRACTOR under this Agreement shall not exceed: Ninety thousand seven hundred fifty two dollars and 58/100 (\$90,752.58).

3.2 Payments by the DHR's Fiscal Services Division shall be made promptly, and through the Financial Management Information System (FMIS), upon submission of an invoice from the CONTRACTOR. Payments will be made within 30 days after receipt of an acceptable invoice.

3.3 The CONTRACTOR'S Federal Tax Identification Number is: 52-6001054. The CONTRACTOR agrees to include this number on all invoices billed to the DHR's Fiscal Services Division. The DHR/WCDSS may withhold payment for failure to comply with this provision.

3.4 (If applicable) Payment of these funds is conditional upon the DHR/WCDSS receiving funds from: Maryland General Assembly as specified to pay for the total cost of the services set forth in the Appendix. The DHR/WCDSS will give timely notice to the CONTRACTOR in the event the DHR/WCDSS does not receive the funds to pay for the total cost of the services provided under this Agreement.

4. GENERAL PROVISIONS AND CONDITIONS

4.1 The terms of this Agreement and its execution are subject to all applicable Maryland laws and regulations and approval of other agencies of the State of Maryland as required under State laws and regulations.

4.2 Subject to any limitations imposed by law, the parties agree that each party shall be responsible for its own actions and omissions, pursuant to the performance of this Inter-Governmental Agreement, and neither party shall hold the other liable with respect to any matter not arising from the other party's actions or omissions. Furthermore, the liability of the parties shall be governed by the terms and provisions of the applicable Tort Claims Acts and relating funding provisions.

4.3 As a condition of the DHR/WCDSS's obligation to perform under this Agreement, the CONTRACTOR shall comply with all applicable federal, State and local governmental standards and requirements, including licensing and permit laws and ordinances, as are necessary for the lawful providing of the services required of the CONTRACTOR under the terms of this Agreement.

4.4 The persons performing the services as set forth in the Appendix shall be employees of the CONTRACTOR or consultant(s) approved under Paragraph 4.5 or subcontractor(s) assigned under Paragraph 4.8. The CONTRACTOR is responsible for complying with all federal and State laws as to tax and Social Security payments to be withheld from wages paid to said employees.

4.5 The DHR/WCDSS shall designate its Procurement Officer, Joseph Sorrells, or designee, to serve as Project Officer for this Agreement. All contact between the DHR/WCDSS and the CONTRACTOR regarding all matters relative to this Agreement shall be coordinated through the DHR/WCDSS's designated Project Officer.

The use of funds under this Agreement by the CONTRACTOR to hire consultants shall require the prior approval by the DHR/WCDSS, through its Project Officer, of any such arrangement and the proposed work plan of the consultant(s) involved. (Approval is not required if the Appendix indicates the consultant's use.)

4.6 This Agreement may be amended as the DHR/WCDSS and the CONTRACTOR mutually agree in writing. Except for the specific provision of the Agreement, which is thereby amended, the Agreement shall remain in full force and effect after such amendment.

Adjustments of funds between categories that do not affect the total authorized funding and are consistent with the objectives of this Agreement do not require an amendment to the Agreement. Written approval by the Project Officer, however, is required.

Extensions for Time: The Parties expressly reserve the right to extend the term of the Agreement, without additional cost to the State beyond the NTE amount identified in Section 3.1 herein and for services provided beyond the original term of the Agreement, provided the extension is for a reasonable, limited, and defined time, and provided that the scope of work under the extension is the same as the original Agreement. It is also agreed that all such modifications shall be reduced to writing, and signed by the Parties.

4.7 The CONTRACTOR shall operate under this Agreement so that no person, otherwise qualified, is denied employment or other benefits on the grounds of race, color, sex, creed, national origin, age, marital status, sexual orientation, or physical or mental disability which would not reasonably preclude the required performance. Except in subcontracts for standard commercial supplies or raw materials, the CONTRACTOR shall include a clause similar to this clause in all subcontracts and each subcontractor shall post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this non-discrimination clause.

The CONTRACTOR understands that it will comply fully with provisions of the Americans with Disabilities Act. The CONTRACTOR agrees that it will not directly, or indirectly through contractual or other arrangements, utilize criteria or methods of administration that have the effect of subjecting qualified individuals with disabilities to discrimination on the basis of disability; or that have the purpose or effect of defeating or substantially impairing accomplishment of the objectives of the DHR/WCDSS's program with respect to individuals with disabilities.

4.8 Unless otherwise provided in the Appendix, the CONTRACTOR may not, during the term of this Agreement or any renewals or extensions of this Agreement, assign or subcontract all or any part of this Agreement without the prior written consent of the Project Officer.

4.9 Both parties hereby expressly acknowledge the possibility of substantial changes in federal regulations applicable to this Agreement and expressly agree to renegotiate this Agreement as necessary to comply with such changes; provided that any increase in the scope of work or cost of performance will be compensated for by a budget increase or, in the alternative, by modifying the scope of work to reduce the cost of performance.

4.10 The CONTRACTOR shall retain all books, records, and other documents relevant to this Agreement for a period of no less than three years after the date of final payment, a resolution of audit findings, or disposition of non-expendable property, whichever is later, and upon receipt of reasonable written notice thereof, and full access thereto. The right to examine any of said materials shall be afforded federal and/or State auditors who shall have substantiated in writing a need therefore in the performance of their official duties, and such other persons as are authorized by the DHR/WCDSS. The Contractor will provide to the DHR/WCDSS a copy of that part of any audit performed by university, local, State or independent auditors which relates to the performance of this Agreement and the administration of funds provided by the DHR/WCDSS pursuant to this Agreement. Any additional audit information requested by the DHR/WCDSS may be secured by the DHR/WCDSS at its own expense using its own or the CONTRACTOR'S auditors or other State-approved auditors.

4.11 (a) The CONTRACTOR shall obtain prior written approval of the DHR/WCDSS for any purchase of assets with funds paid under this Agreement, excluding ordinary office supplies, unless such purchase is described in the Appendix.

(b) Title to all property furnished by the DHR/WCDSS shall remain in the DHR/WCDSS. Title to equipment purchased with funds available under this Agreement shall vest in the CONTRACTOR; provided, however that title to equipment having an acquisition cost of \$500 or more per unit and a useful life of more than two years ("Capital Equipment") shall vest in the DHR/WCDSS upon acquisition. The CONTRACTOR shall provide a list of Capital Equipment acquired under this Agreement to the DHR/WCDSS upon completion of the Agreement or the last renewal of this Agreement.

4.12 Except in accordance with a court order, neither party shall use or disclose any information concerning a recipient of the services provided under this Agreement for any purposes not directly connected with the administration of such services, except upon written consent of the other party and the recipient or his/her responsible parent, guardian, or legal representative or as required by § 10-611 *et. seq.*, State Government Article Maryland Annotated Code.

4.13 This Agreement, together with the Appendix attached hereto and incorporated herein by reference, represents the complete, total and final understanding of the parties, and no other understandings or representations, oral or written, regarding the subject matter of this Agreement, shall be deemed to exist or to bind the parties hereto at the time of execution.

IN WITNESS WHEREOF, the parties have executed this Agreement.

FOR THE CONTRACTOR:

FOR THE DHR/WCDSS:

Signature

Richard M. Pollitt, Jr.

Name

Wicomico County Executive

Title

Signature

Paula M. Erdie

Name

Director

Title

Date Signed

Date Signed

APPROVED AS TO FORM AND LEGAL SUFFICIENCY BY THE OFFICE OF THE ATTORNEY GENERAL.

Wicomico County, Maryland

P.O. BOX 870
SALISBURY, MARYLAND 21803-0870
410-548-4801
FAX: 410-548-4803

Richard M. Pollitt, Jr.
County Executive

Sharon A. Morris
Acting Director of Administration

Edgar A. Baker, Jr.
County Attorney

James V. Fineran
Public Information Officer

WICOMICO COUNTY GOVERNMENT PROPOSAL FOR CHILD WELFARE POSITIONS

September 30, 2011

A Family Advocate and a Referral Specialist provided by the Wicomico County Government will be responsible for helping children and families through the child and adult maltreatment process. The personnel hired will be working for S.A.R.A.H's House. By its own nature S.A.R.A.H's House is a collaboration of organizations, without which, the provision of comprehensive services to victims of child and adult maltreatment would be impossible. In 1999, the Wicomico County Department of Social Services entered into collaboration partnerships with local law enforcement (State Police, Sheriff's Department and Salisbury City Police), State's Attorney's Office, Life Crisis Center, Inc. and Wicomico Partnerships for Families and Children (Local Management Board) to establish S.A.R.A.H's House.

This agreement will replace a four year contract that ended September 30, 2010. The grant funding for this agreement is from the Governor's Office of Crime Control & Prevention (GOCCP). The employees will be supervised by the Wicomico County Department of Social Services. Wicomico County Government proposes to provide the two positions beginning October 1, 2011 through September 30, 2012. The total cost of this proposal is \$90,752.58, which includes salary and benefits for two positions.

Family Advocate Position

S.A.R.A.H's House utilizes a Family Advocate to provide immediate services to non-offending parent(s) of a child who has been physically or sexually abused. Services provided include advocacy and education in regards to all of the intervention systems at S.A.R.A.H's House and how they interact with one another. The Family Advocate accompanies and support victims to needed medical services, therapeutic and supportive services deemed necessary associated with their victimization. During the past year the Family Advocate provided assistance and/or advocacy to twenty-five (25) household, sixty-four (64) primary and one-hundred-twenty-six (126) secondary victims. The Family Advocacy plays a critical part in assisting the victim and families through the difficulties associated with their trauma. In expanding services to adult victims the Advocate will provide similar services to adults. Adult victims who need additional advocacy and stabilization services and are unable to get assistance from other sources will be referred to the Advocate for time-limited supportive services.

Screening Intake/Referral Specialist

S.A.R.A.H's House will provide all victims of child maltreatment and their families with information and referrals regarding other available services. Many victims that are served through S.A.R.A.H's house have issues other than child maltreatment, S.A.R.A.H's House works with local non-profit agencies to ensure access to transportation, health care, mental health, addictions, childcare, housing and other community resources necessary to assist the victim and their family in moving forward. S.A.R.A.H's House utilizes the Intake/Referral Specialist to provide and assessment and referral support to victims who wither walk-in or make a telephone referral. The Specialist is trained to complete comprehensive assessments and make appropriate referrals for assessment and/or treatment. Last year the Intake Screening Unit provided child abuse screening and information and referral services to 1,348 people seeking assistance.

Budget

TITLE	SALARY	FRINGE	
Family Advocate	\$27,691.20	\$6,403.75	\$34,094.95
Intake/Referral Specialist	\$39,997.88	\$16,659.75	\$56,657.63
TOTAL	\$67,689.08	\$23,063.50	\$90,752.58

Total Budget for Salaries

\$90,752.58

CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements

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

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

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

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

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

Typed Name

Title

Signature

Date

Agency / Organization