

COUNTY COUNCIL OF WICOMICO COUNTY, MARYLAND

2013 Legislative Session

Legislative Day No. 13

Resolution No. 89-2013

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 SUPPORT AND WORK OPPORTUNITIES POSITIONS.

WHEREAS, the Wicomico Department of Social Services has proposed an Intergovernmental Agreement for Fiscal Year 2014 authorizing six months of funding for three Child Support Case Managers. The Intergovernmental Agreement also provides funding for one Work Opportunities position. All positions will be under the direction of the Department of Social Services; and

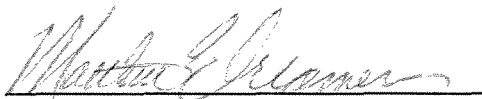
WHEREAS, the County Executive recommends the approval of the Intergovernmental Agreement.

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

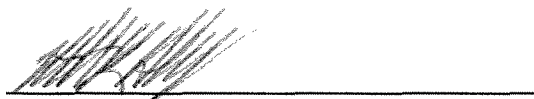
Done at Salisbury, Maryland, this 18th day of June, 2013.

ATTEST:

COUNTY COUNCIL OF
WICOMICO COUNTY, MARYLAND



Matthew E. Creamer,
Council Administrator

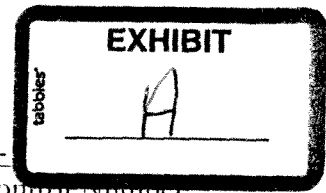


Matt Holloway,
Council President

CERTIFICATION

This Resolution was Adopted , Adopted with Amendments , Failed , Withdraw by the County Council on June 18, 2013.

Certified by 
Matthew E. Creamer, Council Administrator



WIC/CS-
Agency Control Number

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 Support and Work Opportunities Positions

THIS AGREEMENT, effective as of July 1, 2013, 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 and the CONTRACTOR shall provide three Child Support positions and one Work Opportunities position. These services shall be provided in accordance with the terms and conditions of this Agreement and the following Appendix which hereby is incorporated as part of this Agreement:

- A. Appendix : Scope of Work. is not applicable to this Agreement
- B. Appendix A: Contractor's Proposal and Budget entitled Wicomico County Government Proposal for Child Support and Work Opportunity Positions. dated May 10, 2013.

2. TERMS AND TERMINATION

2.1 Performance under this Agreement shall commence on July 1, 2013, and shall continue until

services are completed; but in any case no later than December 31, 2013.

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: One Hundred Thousand One Hundred Sixty Three Dollars and Sixty Seven Cents (\$100,163.67).

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 Joseph Sorrells, or designee,
201 Baptist Street, Suite 27, Salisbury, Maryland 21801
410-713-3920 fax 410-713-3910
Joseph.Sorrells@maryland.gov
to serve as Project Officer for this Agreement. The CONTRACTOR shall designate Edgar A. Baker, Jr.
County Attorney, or designee, 116 N. Division Street, Suite 300 , Salisbury, Maryland 21801
410-548-4801 fax 410-548-4803
ebaker@wicomico.org
to serve as the CONTRACTOR'S Project Manager 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. Pollit, Jr.
Name

Wicomico County Executive
Title

Date Signed

Signature

Paula M. Erdie
Name

Director, Wicomico County DSS
Title

Date Signed

APPROVED FOR 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

R. Wayne Strausburg
Director of Administration

Edgar A. Baker, Jr.
County Attorney

Tamara Lee-Brooks
Public Information Officer

Wicomico County Government Proposal for Child Support and Work Opportunity Positions.

Proposal dated: May 10, 2013

Wicomico County government proposes to renew contract WIC/CS-14-002 beginning July 1, 2013 through December 31, 2013. The contract will be for three Child support positions which includes three case managers, and one Work Opportunities position for Program 10.

The Child Support workers will be working and supervised by the WCDSS Child Support Division. (See Attachment 1)

The Work Opportunity position will be located and supervised by the WCDSS One Stop. (See Attachment 2)

The total budget for this contract is \$ 100,163.67

Wicomico County, Maryland

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Attachment 1

WICOMICO COUNTY GOVERNMENT PROPOSAL FOR CHILD SUPPORT POSITIONS

Wicomico County Government proposes to renew the contracts of three Child Support case managers beginning July 1, 2013 through December 31, 2013 for the purpose of working in the Child Support Division of the WCDSS. The Child Support workers will perform the duties associated with locating non-custodial parents, establishing paternity, obtaining legal orders of child support and then child support enforcement.

The cost of this proposal is \$72,104.39 which includes salary and benefits.

Job Description for Child Support Case Manager Positions:

Purpose of Positions

The primary function of each position is the collection of financial and medical support for minor children in accordance with Title IV-D of the Social Security Act. Within this functionality, employees may perform any or all of the following functions: registration of cases and processing of electronic referrals, location of non-custodial parents, negotiation of establishment of a court order for paternity and/or financial and medical support of a minor child, and utilization of any and all administrative or judicial remedies available to ensure the obligor's compliance with the order.

Essential Job Functions and Other Assigned Duties

1. Location of non-custodial parents through digital and other means. Interview custodians, navigate computer databases, review non-digital location tools, send request for verification to postmaster, departments of corrections, schools and employers, request assistance as needed from state and federal locators and/or locators in other states.
2. Meet with customers and negotiate consent orders for financial and medical support of minor children, including review of customer assets and application of Maryland Child Support Guidelines. Prepare appropriate forms for customer signature.

3. Add court order information to CSES system, update all screens, serve court orders for earnings withholding and medical support, and prepare memos to fiscal for account adjustments, as needed
4. Take non-judicial enforcement action, as required. Dun non-custodial parent for payment, review challenges to suspension of driver's license, review challenges to reporting of child support debt on credit reports, review challenges to reporting of child support debt for tax refund interception, negotiate payment plans with obligors.
5. Prepare case for judicial enforcement. Obtain all necessary evidence and prepare all forms. Testify as State's witness, when needed.

FY 2014 Six Month Budget for Child Support Positions

Administrative Office Associate-Child Support (3) @ \$15,392.94	\$46,178.82
Fringe Benefits	\$25,925.57
TOTAL	\$72,104.39

Wicomico County, Maryland

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County Executive

R. Wayne Strausburg
Director of Administration

Edgar A. Baker, Jr.
County Attorney

Tamara Lee-Brooks
Public Information Officer

Attachment 2

Wicomico County Government Proposal for Work Opportunity Position

Wicomico County Government proposes to renew the contract of one Work Opportunity position beginning July 1, 2013 through December 31, 2013 for the purpose of working at the One Stop Job Market located at 917 Mt. Hermon Road, Salisbury, Maryland 21804.

A Work Opportunity Position provided by the Wicomico County Government, will be responsible for continuing to promote the Work Opportunities program to the community for the regional Departments of Social Services. The individual will create subsidized and unsubsidized jobs and work experience slots in order to meet or exceed Federal work participation rates and assist customers in achieving self-sufficiency. The employee will be supervised by WCDSS.

Job Description for Work Opportunity Position:

1. Promote the paid internship program to potential employers on the Lower Eastern Shore.
2. Liaison between WOR-WIC Community College and the local Department of Social Services for the Work Experience Program.
3. Liaison between PRMC and the local Department of Social Services for the Work Experience Program.
4. Liaison between the local Departments of Social Services and Boards of Education for the Work Experience Program.
5. Monitor all work opportunities initiatives for the Department of Social Services and partners such as Shore Up – Foster Grandparent Program (day care), WOR-WIC Community College, Boards of Education, PRMC and employers participating in paid internship programs.

Budget for FY 2014 Six Months

Work Opportunities Position	\$15,371.20
Fringe Benefits	<u>\$12,688.08</u>
TOTAL	\$28,059.28

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 For 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.

Richard M Pollit, Jr.
Typed Name

County Executive
Title

Signature

Date

Wicomico County
Agency / Organization

MARYLAND DEPARTMENT OF HUMAN RESOURCES
Transparency Act Data Collection and Sub-Awardee Certification Form

Contract/Agreement (to be completed by DHR Program):

Contract/Agreement/Project Name Wicomico County Governement Child Support Work Opportunities Positions

Place of Performance Wicomico County

Place of Performance Congressional District one

Contract/Agreement Number WIC/CS-14-002 Start Date 07/01/2012

Amount by Fund Source \$28,059.28 G7700 Program 10
\$72,104.39 G6010

Sub-Awardee:

DUNS Number 069396117

Entity Name Wicomcio County Governement

Location P.O. Box 870 Salisbury, Maryland 21803

Location Congressional District one

QUESTION:

In your business or organization's preceding completed fiscal year, did your business or organization (the legal entity to which the DUNS number you provided belongs) receive

- (1) 80 percent or more of your annual gross revenues in U.S. federal contracts, subcontracts, loans, grants, sub-grants, and/or cooperative agreements; and
- (2) \$25,000,000 or more annual gross revenues from U.S. federal contracts, subcontracts, loans, grants, sub-grants, and/or cooperative agreements?

YES or NO

If no, stop here, sign and date the form.

If yes,

Does the public have access to information about the compensation of the executives in your business or organization (the legal entity to which the DUNS number you provided belongs) through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78 m (a), 78 o (d) or section 6104 of the Internal Revenue Code of 1986?

YES or NO

If yes, stop here, sign and date the form.

If no,

Provide the name and total Compensation for each of the five (5) most highly compensated executives in your business or organization (the legal entity to which the DUNS number you provided belongs) for the preceding completed fiscal year.

1. _____	\$_____
2. _____	\$_____
3. _____	\$_____
4. _____	\$_____
5. _____	\$_____

Total compensation means the cash and noncash dollar value earned by the executive during the recipient's or sub-recipient's preceding fiscal year and includes the following (for more information see 17 CFR 229.402(c)(2)):

- Salary and bonus.
- Awards of stock, stock options, and stock appreciation rights. Use the dollar amount recognized for financial statement reporting purposes with respect to the fiscal year in accordance with the Statement of Financial Accounting Standards No. 123 (Revised 2004) (FAS 123R), Shared Based Payments.
- Earnings for services under non-equity incentive plans. This does not include group life, health, hospitalization or medical reimbursement plans that do not discriminate in favor of executives, and are available generally to all salaried employees.
- Change in pension value. This is the change in present value of defined benefit and actuarial pension plans.
- Above-market earnings on deferred compensation which is not tax-qualified.
- Other compensation, if the aggregate value of all such other compensation (e.g. severance, termination payments, value of life insurance paid on behalf of the employee, perquisites or property) for the executive exceeds \$10,000.

Officer Signature: _____ Date: _____

Printed Name and Title _____

Phone Number _____

Email _____