

DEPARTMENT OF SOCIAL SERVICES

OURAY COUNTY
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MEMO

Date: November 10, 2015
To: BOCC
From: Carol Friedrich
Subject: November 17, 2015 Agenda Items

ITEM FOR CONSIDERATION AND APPROVAL

Request for approval and authorization of Commissioner's signatures on a Child Support Services Purchase of Services Intergovernmental Agreement with Montrose County for Child Support Services, from January 1, 2016 to December 31, 2016, as reviewed by counsel

Note: I will not be able to attend this BOCC Meeting as I will be on approved leave. Monthly financial reports are not ready for approval at this time. They will be submitted for approval as a December meeting agenda item. CF

CHILD SUPPORT SERVICES PURCHASE OF SERVICES INTERGOVERNMENTAL AGREEMENT

This Intergovernmental Agreement is entered into on behalf of **Montrose County through its Child Support Services Program** (hereinafter sometimes "Montrose" or "Contractor") and the **Ouray County Department of Social Services** (hereinafter sometimes "Ouray"), by and through Ouray County's and Montrose County's respective Boards of County Commissioners;

This Agreement shall be in effect beginning **01/01/2016** through **12/31/2016** and shall not exceed twelve (12) months.

Pursuant to the Colorado Constitution, Article XIV, Section 18(2.a.) and C.R.S. 29-1-201, et seq., any political subdivision of the State of Colorado may cooperate or contract with one another to provide any function, service or facility lawfully authorized to each of the cooperating or contracting units, provided that such cooperation or contracts are authorized by each party thereto with the approval of its legislative body; and

Ouray County Department of Social Services, under Part D of Title IV of the Social Security Act, 45 CFR 92, 232, 301 through 307, and 26-13-101, et. seq., C.R.S., has been delegated responsibility for the development and implementation of a program to secure support and establish paternity for any person(s) eligible for IV-D services within the meaning of Federal regulations; and

Ouray County Department of Social Services desires to enter into an agreement with the Montrose County Child Support Services to: 1) assist Ouray County Department of Social Services in providing the services necessary to establish paternity, establish support obligations, and secure support for any person(s) eligible for IV-D services within the meaning of Federal regulations, and 2) assist in other child support enforcement matters of common concern to Ouray County Department of Social Services and Montrose County Child Support Services, and Montrose County Child Support Services desires to enter into such an agreement with Ouray County Department of Social Services;

Ouray County Department of Social Services and Montrose County Child Support Services therefore agree as follows:

1. Statement of Work

Services shall be provided by Montrose County Child Support Services in compliance with Exhibit I "Statement of Work," attached and hereby incorporated by this reference.

2. Payments

- a. Payment shall be made as provided in Exhibit II, "Agreement Budget," attached and hereby incorporated by this reference. The Agreement Budget establishes the amount and type of payment for the services rendered under this Agreement and reimbursement for costs which will be paid from combined county, state, and/or federal funds during the duration of this agreement.
- b. Payment shall be made for costs incurred by Montrose in accordance with Exhibit II and Montrose shall submit an itemized monthly billing to Ouray for all costs incurred in the performance of the services identified in Exhibit I of this agreement in accordance with the rules and regulations of the Colorado Department of Human Services. Billings must be signed by Montrose County Child Support Services Program Manager.
- c. Payments to Montrose shall be made monthly by Ouray county within thirty (30)days of receipt of such itemized billings and approval for payment.
- d. Ouray shall not be billed for, and reimbursement shall not be made for, time involved in activities outside of those defined in Exhibit I.

e. Ouray shall pay to Montrose County Child Support Services 100% of all State "half share incentives" received by Ouray County Department of Social Services.

3. Termination for Convenience or for Cause

This agreement may be terminated with or without cause by either party upon written notice of at least thirty (30) days, and if the termination is for cause the notice shall cite the reason(s) for termination. Upon such termination, Montrose County Child Support Services shall furnish to Ouray County Department of Social Services, as property of Ouray County Department of Social Services, all property, records and pertinent information which Ouray County Department of Social Services provided under this agreement. Upon receipt of said items, Ouray County Department of Social Services shall pay Montrose County Child Support Services for actual costs incurred through the date this agreement is terminated in accordance with section 2 "Payment" of this agreement.

4. Amendment

This agreement may be amended by mutual consent, provided that the amendment is in writing, properly executed and made a part of this agreement.

5. Reports, Records, and Retention Periods

Montrose County Child Support Services shall maintain such records as are deemed necessary pursuant to the Colorado Department of Human Services' rules to assure a proper accounting for all costs and funds collected. These records shall be made available for audit purpose to the U.S. Department of Health and Human Services, the Colorado Department of Human Services, or the County Department, and shall be retained for three (3) years after the expiration of this agreement.

6. Confidentiality

Information provided by Ouray County Department of Social Services for purposes of this agreement shall be used only for the purpose intended and in accordance with federal and state laws and regulations.

7. Political Activities

None of the funds, materials, property, personnel or services contributed by the United States, the State of Colorado, the Colorado Department of Human Services or Ouray County Department of Social Services under this agreement shall be used for any partisan political activity, or to further the election or defeat of any candidate for public office in a manner which would constitute a violation of five (5) U.S.C. Sections 1501 et. seq.

8. Safeguarding Information

Montrose County Child Support Services shall provide for the security of information collected pursuant to this agreement and as provided in the rules and regulations of the Colorado Department of Human Services. This includes protection of the confidentiality of all records, papers, documents, tapes and any other materials that have been or may hereafter be established which relate to this agreement.

9. Compliance with Applicable Laws

Montrose County Child Support Services shall at all times in the performance of this agreement strictly adhere to all applicable federal and state laws and implementing regulations as they currently exist and may hereafter be amended. This includes, without limitation, Title IV-D of the Social Security Act (Title 45 Code of Federal Regulations), Title VII of the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973, the Age Discrimination Act of 1975, the Age Discrimination in Employment Act of 1967, the Equal Pay Act of 1963, the Education Amendments of 1972, and all regulations applicable to these laws prohibiting discrimination because of race, color, national origin, handicap, age, sex and religion.

The provisions of this paragraph shall apply only to the extent that CRS 8-17.5-101, *et seq.* applies to this agreement, Montrose County Child Support Services certifies that it shall comply with the provisions of CRS 8-17.5-101 *et seq.* Montrose County Child Support Services shall not knowingly employ or contract with an illegal alien to perform work under this contract or enter into a contract with a subcontractor that fails to certify to Montrose County Child Support Services that the subcontractor shall not knowingly employ or contract with an illegal alien to perform work under this contract. Montrose County Child Support Services represents, warrants, and agrees that it (i) has verified that it does not employ any illegal aliens, through participation in the E-Verify Program administered by the Social Security Administration and Department of Homeland Security, and (ii) otherwise shall comply with the requirements of CRS 8-17.5-102(2)(b). Montrose County Child Support Services shall comply with all reasonable requests made in the course of an investigation under CRS 8-17.5-102 by the Colorado Department of Labor and Employment. Failure to comply with any requirement of this provision or CRS 8-17.5-101 *et seq.*, shall be cause for termination for breach and Montrose County Child Support Services shall be liable for actual and consequential damages.

10. Subcontracts

No subcontract shall be made by Montrose County Child Support Services with any other party for furnishing any services contracted for without the prior written consent and approval of Ouray County Department of Social Services. For services provided under any subcontract, Montrose County Child Support Services shall be responsible for contract performance and compliance with the terms and conditions of this agreement. Montrose County Child Support Services shall select subcontractors on a competitive basis to the maximum practical extent consistent with the objectives and requirements of this agreement.

11. Performance Standards/Independent Contractor

Ouray County Department of Social Services and Contractor shall define standards of performance that will allow for an accurate display of the services being provided by Montrose County Child Support Services. In order to demonstrate that Montrose County Child Support Services is free from control and direction in the performance of the services under this contract and that Montrose County Child Support Services is customarily engaged in an independent trade, occupation, profession, or business related to the services performed pursuant to this Contract, the parties to this agreement acknowledge the following: The standards are agreed upon expectations and are not to be construed as control and direction from Ouray County Department of Social Services, but, rather, as an understanding of the anticipated performance of Montrose County Child Support Services. Performance standards shall be provided pursuant to Exhibit III "Performance Standards," hereby attached and incorporated by reference.

12. Responsibility for Conduct of Individuals

Montrose County Child Support Services is solely responsible for the conduct of individuals employed by and under the direct supervision or control of Montrose County Child Support Services.

13. Federal Tax Information

- a. In performance of this contract, Montrose County Child Support Services agrees to comply with and assume responsibility for compliance by his or her employees with the following requirements:
 - 1) All work will be done under the supervision of Montrose County Child Support Services or Montrose County Child Support Service's employees.
 - 2) Any Federal tax return or return information made available in any format shall be used only for the purpose of carrying out the provisions of this contract. Information contained in such material will be treated as confidential and will not be divulged or made known in any manner to any person except as may be necessary in the performance of this contract. Disclosure to anyone other than an officer or employee of Montrose County Child Support Services will be prohibited.

- 3) All returns and return information will be accounted for upon receipt and properly stored before, during, and after processing. In addition, all related output will be given the same level of protection as required for the source material.
- 4) Montrose County Child Support Services certifies that the data processed during the performance of this contract will be completely purged from all data storage components of his or her computer facility, and no output will be retained by Montrose County Child Support Services at the time the work is completed. If immediate purging of all data storage components is not possible, Montrose County Child Support Services certifies that any IRS data remaining in any storage component will be safeguarded to prevent unauthorized disclosures.
- 5) Any spoilage or any intermediate hard copy printout that may result during the processing of IRS data will be given to the agency or his or her designee. When this is not possible, Montrose County Child Support Services will be responsible for the destruction of the spoilage or any intermediate hard copy printouts, and will provide the agency or his or her designee with a statement containing the date of destruction, description of material destroyed, and the method used.
- 6) All computer systems processing, storing, or transmitting Federal tax information must meet ISO STD 15408, called common criteria -functional (Protection Profile) and assurance (EAL). To meet functional and assurance requirements, the operating security features of the system must have the following minimum requirements: a security policy, accountability, assurance, and documentation. All security features must be available and activated to protect against unauthorized use of and access to Federal tax information.
- 7) No work involving Federal tax information furnished under this contract will be subcontracted without prior written approval of the IRS.
- 8) Montrose County Child Support Services will maintain a list of employees' authorized access. Such list will be provided to the agency and, upon request, to the IRS reviewing office.
- 9) The agency will have the right to void the contract if Montrose County Child Support Services fails to provide the safeguards described above.

b. Criminal/Civil Sanctions

- 1) Additionally, it is incumbent upon Montrose County Child Support Services to inform its officers and employees of the penalties for improper disclosure imposed by the Privacy Act of 1974, 5 U.S.C. 552a. Specifically, 5 U.S.C. 552a(i)(1), which is made applicable to contractors by 5 U.S.C. 552a(m)(1), provides that any officer or employee of a contractor, who by virtue of his/her employment or official position, has possession of or access to agency records which contain individually identifiable information, the disclosure of which is prohibited by the Privacy Act or regulations established hereunder, and who knowing that disclosure of the specific material is prohibited, willfully discloses the material in any manner to any person or agency not entitled to receive it, shall be guilty of a misdemeanor and fined not more than \$5,000.

c. Inspection

- 1) The IRS and the Department all have the right to send its officers and employees into the offices and plants of Montrose County Child Support Services for inspection of the facilities and operations provided for the performance of any work under this contract. On the basis of such inspection, specific measures may be required in cases where Montrose County Child Support Services is found to be noncompliant with contract safeguards.

14. Indemnification and Hold Harmless

Montrose and all of its employees shall at all times remain independent and not be deemed to be employed by Ouray or to be employees of Ouray. Montrose shall be solely liable for its acts and

omissions and of those of its employees or agents in the performance of this contract. To the extent authorized by the law of the State of Colorado, Montrose agrees to defend, indemnify, and hold harmless Ouray, and its elected officials, officers, and employees, from all claims, demands, suits, or legal actions or proceedings arising from Montrose's negligent performance under this contract. To the extent authorized by the law of the State of Colorado, Ouray agrees to defend, indemnify, and hold harmless Montrose, and its elected officials, officers, and employees, from all claims, demands, suits, or legal actions or proceedings arising from Ouray's negligent performance under this contract.

15. Insurance and Licenses

Montrose County Child Support Services shall maintain current all applicable insurance and licenses required by law to carry out the service of this contract.

[signatures on following page]

Ouray County Department of Social Services Department of Social Services and Montrose County Department of Human Services, by and through their respective Boards of County Commissioners, have therefore caused this agreement to be executed by their respective officers duly authorized to do so.

Contractor: **Montrose County Board of County Commissioners**
Date:

County Director: **Carol Friedrich**, Date

Contractor Information:

Name: **Montrose County through its Child Support Services Program**

Member, Ouray County Board of County Commissioners

Address: **1200 N. Grand Ave Montrose, Colorado 81401**

Member, Ouray County Board of County Commissioners

Telephone Number: **970-252-4200**

Member, Ouray County Board of County Commissioners

Fax Number: **970-252-4210**

Email Address:
cschlauger@montrosecounty.net

EXHIBIT I

STATEMENT OF WORK

Montrose County Child Support Services shall provide the following services:

- 1) Enforcement of existing Court Orders, using all available remedies.**
- 2) Establish Child Support orders on all new cases.**
- 3) Establishment of Paternity when necessary.**
- 4) Establishment of Parental Care Fees involving Foster Care Cases.**
- 5) Monitoring all caseload to ensure payment of current support due and repayment of unreimbursed public assistance, as well as arrears.**
- 6) To be available to assist County Director with issues concerning child support.**
- 7) Maintain all bookkeeping responsibilities pertaining to child support and foster care fees collected.**
- 8) Provide access to a coach covering the non-Custodial parent program being implemented at this time.**

**EXHIBIT II
AGREEMENT BUDGET**

FOR PERIOD OF **01/01/2015** THROUGH **12/31/2015**

Fees and Costs Schedule:

- 1. Base Monthly Payment \$400.00**
- 2. Number of months 12**
- 3. Ouray County Department of Social Services will reimburse to Montrose County Child Support Services for all costs incurred by Montrose County in the performance of the services under this agreement with the costs that are awarded to Ouray by the court hearing child support enforcement cases and collected for services provided.**
- 4. Ouray County Department of Social Services will forward to Montrose County Child Support Services 100% of all State half share incentives received.**

**EXHIBIT III
PERFORMANCE STANDARDS**

List standards of performance that are understood and expected to be performed by Montrose County Child Support Services. These are not intended to control or direct Montrose County Child Support Services, but only to define expectations.

- 1. All IV-D functions must be performed in accordance with the approved State Plan and all relevant Federal and State legislation and regulations.**
- 2. The parties agree that Montrose County Child Support Services will administer all aspects of Ouray County Department of Social Services' IV-D program in accordance with applicable Federal and State law.**
- 3. Montrose County Child Support Services shall manage Ouray County Department of Social Services' program and pursue its child support cases in a diligent and thorough manner.**
- 4. Montrose County Child Support Services will endeavor to achieve the goals set forth in Ouray County Department of Social Services' annual program plan.**