

ADAIR COUNTY COMMISSION MINUTES

MONDAY, FEBRUARY 27, 2017

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a. The contractor shall have fifteen (15) calendar days to provide comments on the proposed formula calculations.

b. The contractor shall send any comments to their representative at Missouri Office of Prosecution Services (MOPS) and/or Missouri Association of Prosecuting Attorneys (MAPA) and shall immediately send a copy of the comments to the Department's County Reimbursement Manager. The MOPS and/or MAPA representative shall have an opportunity to discuss the final formula calculations with the Department before final application of the formula is made to the budgets of the counties.

c. Pursuant to Department Policy 4-100, the contractor's administrative fee (i.e. indirect costs) may not exceed ten percent (10%) of total contract amount. (<http://dssweb/dlp/admin/POL/CIES/4-100.pdf>)

d. The annual budget request must be submitted via e-mail to the Department's County Reimbursement Manager.

3.5.5 Pursuant to section 454.405 RSMo, the contractor shall furnish office space and other administrative requirements. The contractor must receive prior written approval from the Department for any office space leased from the private sector. Space obtained from the private sector shall be acquired in accordance with sections 195.454, and 50.660 RSMo, and 13 CSR 40-3.010(5)(A).

3.5.6 The contractor shall receive prior written approval from the Department for purchases of equipment with an initial cost of twenty-five hundred dollars (\$2,500) or more which are necessary for fulfillment of the contract requirements in accordance with 13 CSR 40-3.010.

3.5.7 Pursuant to 13 CSR 40-3.010, the contractor shall receive prior written approval from the Department for out-of-state travel for performance of reimbursable child support activities, and shall abide by the same expenditure reimbursement limitations as the Department imposes on its personnel.

3.5.8 The contractor may request reimbursement for in-state trainings that are determined to be sufficiently program-related. Approved reimbursement will be paid at the current Federal Financial Participation (FFP) rate.

3.5.9 Allowable costs for travel and per diem will be reimbursed at rates as defined by State of Missouri Travel Regulations <http://www.sos.mo.gov/act/>.

3.6 **Audits:**

3.6.1 The Department reserves the right to complete audits to determine the reliability of data provided by the contractor for data used to compute federal IV-D performance measures and other performance measures outlined in this contract.

3.6.2 The audits may include, but are not limited to, on-site audits of hardcopy or electronic case records and data entered into MACSS.

3.6.3 The contractor shall maintain individual case records adequate to permit evaluation of the progress of each case. Such case records shall be in accordance with 45 CFR 302.15 and 302.2 and shall include, at a minimum, the following:

- Original referral documentation
- Record of all contacts with parties to the action; and
- Record of all legal action.

3.6.4 The contractor shall provide, to the Department, copies of all notices and reports as described herein of any audit performed by another entity to the following address:

Department of Social Services, Family Support Division
County Reimbursement Unit
615 East 13th Street, Room 204-2
Kansas City, MO 64106

3.6.5 The Department may conduct annual financial audits to determine whether funds received by the contractor were used in accordance with the requirements stated herein, state law and federal regulations governing authorized IV-D expenditures.

3.6.6 The contractor shall make available all appropriate financial records to the authorizing representatives conducting the inspection and audit.

3.6.7 Reimbursements to the contractor shall, in all cases, be subject to an adjustment after a financial audit as follows:

- If the Department reimbursed the contractor in a previous budget year an amount greater than allowed, then the Department may reduce the contractor's budget in the following budget year after providing thirty (30) days written notice to the contractor of its intent to do so.
- A reduction to the contractor's budget as a result of an audit finding shall be treated as a one-time reduction and not an automatic permanent reduction of the contractor's budget for future budget amount projections.
- The contractor shall submit a written reimbursement request and statement of explanation, when requesting an amount in excess of the approved budget amount. The Department must provide a written determination to the contractor within thirty (30) days of receipt of the statement of explanation.

3.7 **Monitoring and Compliance:**

3.7.1 The Department reserves the right to monitor the contract throughout the effective period of the contract to ensure financial and contractual compliance. If the Department determines the contractor to be at high-risk for non-compliance, the Department shall have the right to impose special conditions or restrictions. Written notification will be provided to the contractor of the determination of high-risk and of any special conditions or restrictions to be imposed. The special conditions or restrictions may include, but are not limited to, those conditions specified below:

- Requiring additional, more detailed financial reports or other documentation;
- Additional contract monitoring;
- Requiring the contractor to obtain technical or management assistance; and/or
- Establishing additional prior approvals from the department.

3.7.2 The contractor's performance will be measured in accordance to 13 CSR 30-2.010 for cases referred from the Department for legal action to be taken. Compliance reviews shall be conducted solely on the case information contained in MACSS.

3.7.3 **Prosecuting Attorney Compliance:** Pursuant to 13 CSR 30-2.010, the Department will take the following actions should the Prosecuting Attorney fail to comply with the performance requirements as stated herein:

- The Department will send written notice to the Prosecuting Attorney identifying non-compliance with policies and procedures, requirements, or regulations for the safeguarding of federal tax information, performance measures, data reliability or program compliance audits.
- The Prosecuting Attorney must submit, within thirty (30) calendar days, a written corrective action plan to the Department for approval. The corrective action plan must contain specific actions and timeliness to bring the Prosecuting Attorney back into compliance.
 - The Department reserves the right to terminate the contract should the Prosecuting Attorney fail to submit and implement an approved corrective action plan or fail to achieve compliance with the terms and conditions stated herein.
- The Prosecuting Attorney shall attend necessary and required training when determined to be non-compliant with program performance standards.

3.8 **Federal Tax Information:**

3.8.1 The contractor and any subcontractors shall comply with IRS Publication 1075 Security Guidelines to specifically include, but not limited to, the requirement to notify the state agency immediately, but no later than twenty-four (24) hours after identification of a possible security issue involving Federal Tax Information (FTI) as required by IRS Publication 1075, paragraph 10.4. Further, the contractor shall

comply with the federal tax information requirements stated in the Assurance of Safeguarding IRS/SSA Restrictions/Penalties (Exhibit # 3) document attached hereto. In addition, the contractor shall:

- require all new hire and tenured personnel to certify and complete the Department's security policy and IRS penalties for unauthorized disclosure of federal tax information. The training can be located at: (<http://10.60.16.57/BlacklineForm/>);
- complete and print the electronic *Internal Inspection Report* annually (<http://10.60.16.57/inspectionreport/IN15550a015144esdm2.html#/default.aspx>) and retain for five (5) years;
- not send or receive any federal tax information by electronic mail (e-mail) or facsimile;
- not disclose or release any form of protected federal tax information to any attorney representing a non-custodial parent in the referred case under the contractor's control;
- provide a visitor access log that must not contain personal identification information (i.e. social security number, case number, or other personal identifying information) that may be viewable by other visitors; provide all visitors with visitor badges; and all visitors must be accompanied by contractor personnel at all times;
- only provide key/combination locks to authorized personnel that have a need to access federal tax information; maintain key/combination accountability records; change key/combination locks when authorized personnel changes occur or at a minimum annually; and
- immediately report an unauthorized inspection or disclosure of federal tax information via e-mail or hardcopy, including breaches and security incidents, to the compliance coordinator or designee. Currently the compliance coordinator can be contacted at gary.l.hill@pcsr@dss.mo.gov.

4 **General Contractual Requirements**

4.1 **General**

4.1.1 The contract shall consist of any and all of the following documents, as applicable:

- an original contract document and
- any subsequent amendments to the contract.

4.1.2 This contract shall be construed according to the laws of the State of Missouri and shall govern the terms and conditions of the contracted services provided in accordance with the Department by the contractor.

4.1.3 To the extent that a provision of the contract is contrary to the Constitution or laws of the State of Missouri or of the United States, the provisions shall be void and unenforceable. However, the balance of the contract shall remain in force between the parties unless terminated by consent of both the contractor and the state.

4.1.4 The contractor shall comply with all local, state and federal laws and regulations related to the performance of the contract.

4.1.5 The exclusive venue for any legal proceeding relating to or arising out of the contract shall be in the Circuit Court of Cole County, Missouri.

4.1.6 This contract shall constitute an assignment by the contractor to the State of Missouri of all rights, title and interest in and to all causes of action that the contractor may have under the antitrust laws of the United States or the State of Missouri for which causes of action have accrued or will accrue as the result of or in relation to the particular supplies and/or services purchased or procured by the contractor in the fulfillment of the contract.

4.1.7 The contractor certifies that the contractor and each of its principals (owners, director and others as defined by 45 CFR Part 76) are not suspended or debarred from contracting with the federal government.

- In the event the contractor or any of its principals become suspended or debarred during the contract period, the contractor shall immediately send written notification to the Department.
- Suspension or debarment of the contractor, or failure by the contractor to provide written notification of suspension or debarment to the Department, may result in immediate termination of the contract.

4.1.8 The contractor shall not transfer any interest in the contract, whether by assignment or otherwise, without the prior written consent of the Department.

4.2 **Amendment, Termination and Renewal:**

4.2.1 The contract shall not bind, nor purport to bind, the Department for any commitment in excess of the original contract period.

4.2.2 Funding for the contract must be appropriated by the Missouri General Assembly for each fiscal year included within the contract period. Therefore, the contract shall not be binding upon the Department for any period in which funds have not been appropriated, and the Department shall not be liable for any damages or costs, including attorney's fees, associated with termination caused by lack of appropriation.

- The Department reserves the right to terminate the contract, without penalty or termination costs, if such funds are not appropriated or available.
- In the event funds are not appropriated or available for the contract, the contractor shall not prohibit or limit the Department's right to pursue alternative contracts, as necessary, to conduct state governmental affairs.
- The provisions of the above paragraphs shall apply to any amendment or the execution of any option to extend the contract.

4.2.3 Any change, whether by modification and/or supplementation, shall be accomplished by a formal, written, contract amendment. Oral agreements or agreements confirmed by e-mail or otherwise to modify the contract shall not be enforceable.

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ATTEST:

Dandra Collop
County Clerk

Mark Thompson
Presiding Commissioner