

**COOPERATIVE AGREEMENT FOR RESPONSIBILITIES BETWEEN
THE WYOMING DEPARTMENT OF FAMILY SERVICES,
CHILD SUPPORT PROGRAM AND
LARAMIE COUNTY CLERK OF DISTRICT COURT**

1. **Parties.** The parties to this Cooperative Agreement (Agreement) are the Wyoming Department of Family Services, Child Support Program (Agency), whose address is: 2300 Capitol Avenue, Hathaway Building, 5th Floor, Suite C, Cheyenne, Wyoming 82002-0490, and Laramie County Clerk of District Court (CDC), whose address is Post Office Box 787, Cheyenne, Wyoming 82003.
2. **Purpose of Agreement.** The purpose of this Agreement is to delineate the mutual responsibilities between the parties to receive and distribute child support payments according to federal law, rules, and policies regarding Title IV-D of the Social Security Act (IV-D), as amended.
3. **Term of Agreement.** This Agreement is effective when all parties have executed it (Effective Date). The term of this Agreement is from July 1, 2020 or the Effective Date, whichever is later, through June 30, 2022. All services shall be completed during this term. There is no right or expectation of extension and any extension will be determined at the discretion of the Agency.
4. **Payment.** No payment shall be made to either party by the other party as a result of this Agreement.
5. **Responsibilities of CDC.** Subject to available funding, the CDC agrees to:
 - A. Use the automated statewide child support computer system, known as Parental Obligation System for Support Enforcement (POSSE), as the exclusive system to:
 - (i) Enter all child support orders and/or divorce decrees which specify payment of child or medical support for all cases in the Child Support Program's caseload (IV-D) and all cases not in the child support caseload (Non IV-D).
 - (ii) Enter all modifications to child support orders and/or divorce decrees which specify payment of medical or child support whether the case is IV-D or Non IV-D.
 - (iii) Enter all abatements concerning child support orders and/or divorce decrees which specify payment of medical or child support whether the case is IV-D or Non IV-D.
 - (iv) Enter all necessary information, including social security number, residential and mailing addresses, telephone numbers, and driver's license number, as well as the name, address and telephone number of any employers, for each

party to any paternity or child support proceedings upon entry of an order and to update this information when informed of changes.

- (v) Enter all adjudications of paternity by judicial processes, including non-IV-D cases.
 - B. Provide customer service and furnish information to any custodial parent involved in a child support case, in a timely manner, when requests are made regarding the status of child support payments and/or child support arrearages.
 - C. Collect payments of District Court filing fees as stated in Wyo. Stat. § 5-3-206 (a)(i).
 - D. Answer all questions regarding IV-D child support payments or Non IV-D wage withholding payments on orders entered after January 1, 1994 which may be referred to the State Single Address Location. Enforcement questions may be referred to the appropriate enforcement district.
 - E. Provide up-to-date reporting of child support data to the Court, as required by the Court.
 - F. Cooperate with Agency and state enforcement districts to meet federal child support enforcement requirements.
 - G. Ensure CDC personnel with authorized access to federal tax information complete the Internal Revenue Service (IRS) security training on safeguarding Federal Tax Information (FTI) annually and forward any necessary documents to the Agency state office within 30 (days) of a request. The Agency will provide a copy of any documents necessary to complete the annual security training.
 - H. Ensure that all program personnel handling money are covered by fidelity bonding insurance.
6. **Responsibilities of Agency.** Agency agrees to:
- A. Maintain computer hardware and POSSE within each CDC office to afford the court ready access to child support enforcement data. CDC may retain these resources as long as the Agreement remains in force.
 - B. Provide computer hardware and software for CDC use, in support of POSSE, as long as the Agreement is in effect.
 - C. Cooperate responsively with CDC regarding all elements of this Agreement.
 - D. Respond as soon as practicable to CDC reports of POSSE system problems.

- E. Provide POSSE computer hardware and software upgrades as needed.
- F. Provide training to CDC on POSSE or computer hardware applications as needed.
- G. Ensure equipment provided to CDC by Agency is maintained on Agency inventory system.

7. Special Provisions.

A. CDC's Employee's Requirements. In performance of this Agreement, the CDC agrees to comply with and assume responsibility for compliance by its employees with the following requirements:

- (i) All work will be performed under the supervision of the CDC or the CDC's responsible employees.
- (ii) Any federal tax returns or return information (returns or return information) made available shall be used only for the purpose of carrying out the provisions of this Agreement. Information contained in such material shall be treated as confidential and shall not be divulged or made known in any manner to any person except as may be necessary in the performance of this Agreement. Inspection by or disclosure to anyone other than an officer or employee of the CDC is prohibited.
- (iii) All returns and return information will be accounted for upon receipt and properly stored before, during, and after processing. In addition, all related output and products will be given the same level of protection as required for the source material.
- (iv) No work involving returns and return information furnished under this Cooperative Agreement will be subcontracted without prior written approval of the IRS.
- (v) The CDC will maintain a list of employees authorized access. Such list will be provided to Agency and, upon request, to the IRS reviewing office.
- (vi) Agency will have the right to void the Cooperative Agreement if the CDC fails to provide the safeguards described above.

B. Criminal/Civil Sanctions

- (i) Each officer or employee of any person to whom returns or return information is or may be disclosed shall be notified in writing by such person that returns or return information disclosed to such officer or

employee can be used only for a purpose and to the extent authorized herein, and that further disclosure of any such returns or return information for a purpose or to an extent unauthorized herein constitutes a felony punishable upon conviction by a fine of as much as five thousand dollars (\$5,000.00) or imprisonment for as long as five years, or both, together with the costs of prosecution. Such person shall also notify each such officer and employee that any such unauthorized future disclosure of returns or return information may also result in an award of civil damages against the officer or employee in an amount not less than one thousand dollars (\$1,000.00) with respect to each instance of unauthorized disclosure. These penalties are prescribed by IRC Sections 7213 and 7431 and set forth at 26 CFR 301.6103(n)1.

- (ii) Each officer or employee of any person to whom returns or return information is or may be disclosed shall be notified in writing by such person that any return or return information made available in any format shall be used only for the purpose of carrying out the provisions of this Agreement. Information contained in such material shall be treated as confidential and shall not be divulged or made known in any manner to any person except as may be necessary in the performance of this Agreement. Inspection by or disclosure to anyone without an official need to know constitutes a criminal misdemeanor punishable upon conviction by a fine of as much as one thousand dollars (\$1,000.00) or imprisonment for as long as 1 year, or both, together with the costs of prosecution. Such person shall also notify each such officer and employee that any such unauthorized inspection or disclosure of returns or return information may also result in an award of civil damages against the officer or employee [United States for Federal employees] in an amount equal to the sum of the greater of one thousand dollars (\$1,000.00) for each act of unauthorized inspection or disclosure with respect to which such defendant is found liable or the sum of the actual damages sustained by the plaintiff as a result of such unauthorized inspection or disclosure plus in the case of a willful inspection or disclosure which is the result of gross negligence, punitive damages, plus the costs of the action. The penalties are prescribed by IRC Sections 7213A and 7431.
- (iii) Additionally, it is incumbent upon the CDC 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 CDCs by 5 U.S.C. 552a(m)(1), provides that any officer or employee of a CDC, 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 thereunder, and who knowing that disclosure of the specific material is so 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 five thousand dollars (\$5,000.00).

- (iv) Granting CDC access to FTI must be preceded by certifying that each individual understands Agency's security policy and procedures for safeguarding IRS information. CDCs must maintain their authorization to access FTI through annual recertification. The initial certification and recertification must be documented and placed in Agency's files for review. As part of the certification and at least annually afterwards, CDCs should be advised of the provisions of IRC Sections 7431, 7213, and 7213A (see Exhibit 6, IRC Sec. 7431 Civil Damages for Unauthorized Disclosure of Returns and Return Information and Exhibit 5, IRC Sec. 7213 Unauthorized Disclosure of Information). The training provided before the initial certification and annually thereafter must also cover the incident response policy and procedure for reporting unauthorized disclosures and data breaches. (See Section 10) For both the initial certification and the annual certification, the CDC should sign, either with ink or electronic signature, a confidentiality statement certifying their understanding of the security requirements.

- C. **Inspection.** The IRS and Agency shall have the right to send their officers and employees into the offices and plants of the CDC for inspection of the facilities and operations provided for the performance of any work under this Agreement. On the basis of such inspection, specific measures may be required in cases where the CDC is found to be noncompliant with Cooperative Agreement safeguards.

8. General Provisions

- A. **Amendments.** Any changes, modifications, revisions, or amendments to this Agreement which are mutually agreed upon by the parties to this Agreement shall be incorporated by written instrument, executed by all parties to this Agreement.
- B. **Applicable Law, Rules of Construction, and Venue.** The construction, interpretation, and enforcement of this Agreement shall be governed by the laws of the State of Wyoming, without regard to conflicts of law principles. The terms "hereof," "hereunder," "herein," and words of similar import, are intended to refer to this Agreement as a whole and not to any particular provision or part. The Courts of the State of Wyoming shall have jurisdiction over this Agreement and the parties. The venue shall be the First Judicial District, Laramie County, Wyoming.
- C. **Assignment Prohibited and Agreement Shall Not be Used as Collateral.** Neither party shall assign or otherwise transfer any of the rights or delegate any of the duties set out in this Agreement without the prior written consent of the other party. The CDC shall not use this Agreement, or any portion thereof, for

collateral for any financial obligation without the prior written permission of Agency.

- D. Audit and Access to Records.** Agency and its representatives shall have access to any books, documents, papers, electronic data, and records of the CDC which are pertinent to this Agreement. The CDC shall immediately, upon receiving written instruction from Agency, provide to any independent auditor or accountant all books, documents, papers, electronic data and records of the CDC which are pertinent to this Agreement. The CDC shall cooperate fully with any such independent auditor or accountant during the entire course of any audit authorized by Agency.
- E. Availability of Funds.** Each payment obligation of Agency is conditioned upon the availability of government funds which are appropriated or allocated for the payment of this obligation and which may be limited for any reason including, but not limited to, congressional, legislative, gubernatorial, or administrative action. If funds are not allocated and available for continued performance of the Agreement, the Agreement may be terminated by Agency at the end of the period for which the funds are available. Agency shall notify the CDC at the earliest possible time of the services which will or may be affected by a shortage of funds. No penalty shall accrue to Agency in the event this provision is exercised, and Agency shall not be obligated or liable for any future payments due or for any damages as a result of termination under this section.
- F. Award of Related Agreements.** Agency may award supplemental or successor agreements for work related to this Agreement or may award agreements to other contractors for work related to this Agreement. The CDC shall cooperate fully with other contractors and Agency in all such cases.
- G. Certificate of Good Standing.** The CDC shall provide to Agency a Certificate of Good Standing from the Wyoming Secretary of State, or other proof that CDC is authorized to conduct business in the State of Wyoming, if required, before performing work under this Agreement. CDC shall ensure that all annual filings and corporate taxes due and owing to the Secretary of State's office are up-to-date before signing this Agreement.
- H. Compliance with Laws.** The CDC shall keep informed of and comply with all applicable federal, state, and local laws and regulations, and all executive orders in the performance of this Agreement.
- I. Confidentiality of Information.** Except when disclosure is required by the Wyoming Public Records Act or court order, all documents, data compilations, reports, computer programs, photographs, data, and other work provided to or produced by the CDC in the performance of this Agreement shall be kept confidential by the CDC unless written permission is granted by Agency for its

release. If and when CDC receives a request for information subject to this Agreement, CDC shall notify Agency within ten (10) days of such request and shall not release such information to a third party unless directed to do so by Agency.

- J. Entirety of Agreement.** This Agreement, consisting of eleven (11) pages; represents the entire and integrated Agreement between the parties and supersede all prior negotiations, representations, and agreements, whether written or oral.
- K. Ethics.** CDC shall keep informed of and comply with the Wyoming Ethics and Disclosure Act (Wyo. Stat. § 9-13-101, et seq.) and any and all ethical standards governing CDC's profession.
- L. Extensions.** Nothing in this Agreement shall be interpreted or deemed to create an expectation that this Agreement will be extended beyond the term described herein. Any extension of this Agreement shall be initiated by Agency and shall be accomplished through a written amendment between the parties entered into before the expiration of the original Agreement or any valid amendment thereto, and shall be effective only after it is reduced to writing and executed by all parties to the Agreement.
- M. Force Majeure.** Neither party shall be liable for failure to perform under this Agreement if such failure to perform arises out of causes beyond the control and without the fault or negligence of the nonperforming party. Such causes may include, but are not limited to, acts of God or the public enemy, fires, floods, epidemics, quarantine restrictions, freight embargoes, and unusually severe weather. This provision shall become effective only if the party failing to perform immediately notifies the other party of the extent and nature of the problem, limits delay in performance to that required by the event, and takes all reasonable steps to minimize delays.
- N. Indemnification.** Each party to this Agreement shall assume the risk of any liability arising from its own conduct. Neither party agrees to insure, defend, or indemnify the other.
- O. Independent Contractor.** The CDC shall function as an independent contractor for the purposes of this Agreement and shall not be considered an employee of the State of Wyoming for any purpose. Consistent with the express terms of this Agreement, the CDC shall be free from control or direction over the details of the performance of services under this Agreement. The CDC shall assume sole responsibility for any debts or liabilities that may be incurred by the CDC in fulfilling the terms of this Agreement and shall be solely responsible for the payment of all federal, state, and local taxes which may accrue because of this Agreement. Nothing in this Agreement shall be interpreted as authorizing the CDC or its agents or employees to act as an agent or representative for or on behalf of the State of Wyoming or Agency or to incur any obligation of any kind on behalf of the

State of Wyoming or Agency. The CDC agrees that no health or hospitalization benefits, workers' compensation, unemployment insurance or similar benefits available to State of Wyoming employees will inure to the benefit of the CDC or the CDC's agents or employees as a result of this Agreement.

- P. Nondiscrimination.** The CDC shall comply with the Civil Rights Act of 1964, the Wyoming Fair Employment Practices Act (Wyo. Stat. § 27-9-105, et seq.), the Americans with Disabilities Act (ADA), 42 U.S.C. § 12101, et seq., and the Age Discrimination Act of 1975 and any properly promulgated rules and regulations thereto and shall not discriminate against any individual on the grounds of age, sex, color, race, religion, national origin, or disability in connection with the performance under this Agreement.
- Q. Notices.** All notices arising out of, or from, the provisions of this Agreement shall be in writing either by regular mail or delivery in person at the addresses provided under this Agreement.
- R. Ownership and Return of Documents and Information.** Agency is the official custodian and owns all documents, data compilations, reports, computer programs, photographs, data, and other work provided to or produced by the CDC in the performance of this Agreement. Upon termination of services, for any reason, CDC agrees to return all such original and derivative information and documents to Agency in a useable format. In the case of electronic transmission, such transmission shall be secured. The return of information by any other means shall be by a parcel service that utilizes tracking numbers.
- S. Patent or Copyright Protection.** The CDC recognizes that certain proprietary matters or techniques may be subject to patent, trademark, copyright, license, or other similar restrictions, and warrants that no work performed by the CDC or its subcontractors will violate any such restriction. The CDC shall defend and indemnify Agency for any infringement or alleged infringement of such patent, trademark, copyright, license, or other restrictions.
- T. Prior Approval.** This Agreement shall not be binding upon either party, no services shall be performed, and the Wyoming State Auditor shall not draw warrants for payment, until this Agreement has been fully executed, approved as to form by the Office of the Attorney General, filed with and approved by A&I Procurement, and approved by the Governor of the State of Wyoming, or his designee, if required by Wyo. Stat. § 9-2-1016(b)(iv).
- U. Insurance Requirements.** CDC is protected by the Wyoming Governmental Claims Act, Wyo. Stat. § 1-39-101, et seq., and certifies that it is a member of the Wyoming Association of Risk Management (WARM) pool or the Local Government Liability Pool (LGLP), Wyo. Stat. § 1-42-201, et seq., and shall provide a letter verifying its participation in the WARM or LGLP to the Agency.

- V. **Publicity.** Any publicity given to the projects, programs, or services provided herein, including, but not limited to, notices, information, pamphlets, press releases, research, reports, signs, and similar public notices in whatever form, prepared by or for the CDC, shall identify Agency as the sponsoring agency and shall not be released without prior written approval from Agency.
- W. **Severability.** Should any portion of this Agreement be judicially determined to be illegal or unenforceable, the remainder of the Agreement shall continue in full force and effect, and the parties may renegotiate the terms affected by the severance.
- X. **Sovereign Immunity and Limitations** Pursuant to Wyo. Stat. § 1-39-104(a), the State of Wyoming and Agency expressly reserve sovereign immunity by entering into this Agreement and the CDC expressly reserves governmental immunity. Each of them specifically retains all immunities and defenses available to them as sovereigns or governmental entities pursuant to Wyo. Stat. § 1 39 101, et seq., and all other applicable law. The parties acknowledge that the State of Wyoming has sovereign immunity and only the Wyoming Legislature has the power to waive sovereign immunity. Designations of venue, choice of law, enforcement actions, and similar provisions shall not be construed as a waiver of sovereign immunity. The parties agree that any ambiguity in this Agreement shall not be strictly construed, either against or for either party, except that any ambiguity as to immunity shall be construed in favor of immunity.
- Y. **Taxes.** The CDC shall pay all taxes and other such amounts required by federal, state, and local law, including, but not limited to, federal and social security taxes, workers' compensation, unemployment insurance, and sales taxes.
- Z. **Termination of Agreement.** This Agreement may be terminated, without cause, by Agency upon thirty (30) days written notice. This Agreement may be terminated by Agency immediately for cause if the CDC fails to perform in accordance with the terms of this Agreement.
- AA. **Third-Party Beneficiary Rights.** The parties do not intend to create in any other individual or entity the status of third-party beneficiary, and this Agreement shall not be construed so as to create such status. The rights, duties, and obligations contained in this Agreement shall operate only between the parties to this Agreement and shall inure solely to the benefit of the parties to this Agreement. The provisions of this Agreement are intended only to assist the parties in determining and performing their obligations under this Agreement.
- BB. **Time is of the Essence.** Time is of the essence in all provisions of this Agreement.
- CC. **Titles Not Controlling.** Titles of sections and subsections are for reference only and shall not be used to construe the language in this Agreement.

DD. Waiver. The waiver of any breach of any term or condition in this Agreement shall not be deemed a waiver of any prior or subsequent breach. Failure to object to a breach shall not constitute a waiver.

EE. Counterparts. This Agreement may be executed in counterparts. Each counterpart, when executed and delivered, shall be deemed an original and all counterparts together shall constitute one and the same Agreement. Delivery by the CDC of an originally signed counterpart of this Agreement by facsimile or PDF shall be followed up immediately by delivery of the originally signed counterpart to Agency.

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9. **Signatures.** The parties to this Agreement, either personally or through their duly authorized representatives, have executed this Agreement on the dates set out below, and certify that they have read, understood, and agreed to the terms and conditions of this Agreement.

The Effective Date of this Agreement is the date of the signature last affixed to this page.

Wyoming Department of Family Services, Child Support Program

Korin A. Schmidt, Director

Date

Kristie Arneson
Economic Security Senior Administrator

Date

Laramie County Board of County Commissioners

Chairman

Date

ATTEST:

Debra Lee, Laramie County Clerk

Date

Laramie County Clerk of the District Court

Diane Sanchez

Date

Laramie County Deputy County Attorney

Gladys Avokosok

Date

Attorney General's Office Approval as to Form

Margaret A.R. Schwartz
Assistant Attorney General

Date