

IV-D SERVICE CONTRACT

Pursuant to Title IV-D of the Social Security Act, section 3125.13 and 3125.14 of the Ohio Revised Code, and rule 5101:12-10-45 and its supplemental rules of the Ohio Administrative Code promulgated by the Ohio Department of Job and Family Services, the <county> County Child Support Enforcement Agency (hereinafter referred to as "CSEA") is authorized to enter into this contract with <contractor> (hereinafter referred to as "Contractor") for the purchase of services on the <day> day of <month>, 20<year>.

This contract will be effective from the <day> day of <month>, 20, <year> through the <day> day of <month>, 20<year>, unless terminated according to the terms of paragraph 24 of this contract. In no case may the contract period exceed one (1) year. Contract periods may be agreed upon for less than one (1) year pursuant to paragraph (A) of rule 5101:12-10-45.2 of the Ohio Administrative Code.

This contract consists of this document, being the JFS 07018, and all attached forms as prescribed by paragraph (B) and (C) of rule 5101:12-10-45.2 of the Ohio Administrative Code including the JFS 07016 "Ohio department of job and family services security addendum to IV-D service contract," which are incorporated and deemed to be a part of this contract as if fully written herein.

The contractor certifies that the JFS 07016 has been signed and incorporated into this contract.

The CSEA and the Contractor certify that all contract deliverables, including all units of service as described in paragraph 5 of this contract, which are being purchased under this contract are units for which federal financial participation under 45 CFR part 304 is available.

Federal financial participation is available for the reimbursement of allowable IV-D activities in IV-D cases being administered by the CSEA. A IV-D case is initiated upon the filing of an application for IV-D services at the CSEA pursuant to ORC 3125.36 or upon the opening of a case in which an assignment of support payments is in effect.

No federal financial participation is available for the reimbursement of activities which have not been initiated by the CSEA except as described in paragraph (D) of rule 5101:12-10-45.2 of the Ohio Administrative Code and paragraph 23 of this contract.

The following shall be the terms of the contract:

1. **Purchase of Services:** Subject to terms and conditions set forth in this contract, the CSEA agrees to purchase and Contractor agrees to provide the specific unit of service as defined in paragraph 5 of this contract.
2. **Purpose:** The CSEA and Contractor agree to coordinate services as defined in paragraph 5 of this contract and to make all reasonable efforts to coordinate with other Contractors to establish a cooperative, comprehensive county plan for the effective enforcement of child support pursuant to section 3125.03 of the Ohio Revised Code. The CSEA and the Contractor agree to use all available resources in cooperation with other counties and states to obtain or enforce orders for support.
3. **Contractor Certification - Finding for Recovery:** The Contractor certifies that the Contractor is not subject to a finding for recovery under section 9.24 of the Ohio Revised Code or it has taken the appropriate remedial steps required under ORC 9.24 or otherwise qualifies under that section to contract with the State of Ohio under that section.
4. **Contractor Certification - Licenses:** The Contractor certifies that all approvals, licenses, or other qualifications necessary to conduct business or practice law in Ohio have been obtained and are operative. If at any time during the contract period the Contractor becomes disqualified or suspended from conducting business or practicing law in Ohio, the Contractor must immediately notify the CSEA of the disqualification or suspension and the Contractor will immediately cease performance of any obligations under this contract.
5. **Unit of Service:** For purposes of this contract, a unit of service is defined as follows (attach separate page, if necessary):<definition of the unit of service>

If the unit of service is defined as an hour, partial units may be expressed in fractions of an hour defined in increments of fifteen minutes for purposes of determining the number of billable hours for which FFP reimbursement may be available.

6. Contract Unit Cost and Billing Requirements

A. Governmental Contracts

1. **Unit Rate:** For contracts between a CSEA and a governmental contractor as defined in paragraph (B)(1) of rule 5101:12-10-45 of the Ohio Administrative Code and pursuant to calculations contained in the JFS 07020 “Child Support Governmental Contractor Budget” (attached) the unit rate for this contract has been budgeted at \$ <dollar amount> per <hour, hearing, etc.>.
2. **Total Budgeted Contract Cost:** The total budgeted cost of this contract is calculated by multiplying the Unit Rate (<unit rate>) as determined by the calculations on the JFS 07020 by the number of Units of Service (<# units of service>) which have been budgeted for purchase during the contract period for a total budgeted Contract Cost of \$<\$ contract ceiling>.
3. **Billing:** The governmental contractor shall submit the actual monthly expenses of the contract as recorded on the JFS 07034 and based upon the justified unit rate for each month as calculated on the JFS 07034 to the CSEA for payment no later than 30 days after the last day of the month in which services were provided using the JFS 07035.

B. Non-governmental Contracts

1. **Unit Rate:** For contracts between a CSEA and a non-governmental contractor as defined in paragraph (B)(2) of rule 5101:12-10-45 of the Ohio Administrative Code, the unit of service shall be \$<dollar amount> per <hour, hearing, etc.> as determined through the procurement process for this contract.
 2. **Total Projected Contract Cost:** The total cost of this contract is calculated by multiplying the Unit Rate (<unit rate>) as defined in paragraph (6)(B)(1) of this contract by the number of Units of Service (<# units of service>) which are anticipated to be purchased during the contract period for a total projected contract cost of <\$ contract ceiling>
 3. **Billing:** The non-governmental contractor shall submit the actual monthly expenses of the contract to the CSEA for payment no later than 30 days after the last day of the month in which services were provided using the JFS 07035.
7. **Billing Requirements:** In the event that the contractor neglects or refuses to submit an invoice to the CSEA for payment to the CSEA within the time frame provided in rule 5101:12-10-45.3(B)(1)(e) and (B)(2)(d) of the Ohio Administrative Code, the CSEA reserves the right to refuse payment of that invoice.
8. **Availability of Funds:** The CSEA represents that it has adequate funds to meet its obligations under this contract, that it intends to maintain this contract for the full period set forth herein and has no reason to believe that it will not have sufficient funds to enable it to make all payments due hereunder during such period, and that it will use its best effort to obtain the appropriation of any necessary funds during the term of this contract.

A. Payments for all services provided in accordance with the provisions of this contract are contingent upon availability of non-federal and federal matching funds pursuant to rule 5101:12-10-45 and its supplemental rules, as follows:

	Amount	Source
Non-Federal Matching Funds (34%)	<\$amount>	<source>
Federal Matching Funds (66%)	<\$amount>	
Total Contract Price	<\$amount>	

- B. The CSEA warrants that the non-federal share is not provided from any source which is prohibited by state or federal law or by rule 5101:12-10-45.1 (G) of the Ohio Administrative Code.

9. **Contract Performance Standards**

A. **Federally Mandated Performance Standards**

1. **Location Performance Standards**

- a. 45 CFR 303.3(b)(3) Within no more that 75 calendar days of determining that location is necessary, a CSEA must access all appropriate locate sources and ensure that locate information is sufficient to take next action.
- b. 45 CFR 303.3(b)(5) A CSEA must repeat location attempts at least quarterly or immediately upon receipt of new information.
- c. 45 CFR 303.3(b)(4) A CSEA must refer appropriate cases to the IV-D agency of another state in accordance with the requirements of 45 CFR 303.7.

2. **Establishment of Support Performance Standards**

- a. 45 CFR 303.4(b) and Chapter 3119 of the Ohio Revised Code A CSEA must use appropriate state statutes and legal processes to establish a support obligation, including the use of the Ohio Child Support Guidelines.
- b. 45 CFR 303.4(d) A CSEA must establish an order for support or complete service of process within 90 calendar days of locating absent parent.
- c. 45 CFR 303.4(e) If a court or magistrate dismisses a petition for support without prejudice, the CSEA must then examine the reasons for dismissal and determine when it can seek an order in the future and do so.

3. **Establishment of Paternity Performance Standards**

- a. 45 CFR 303.5(a) CSEAs must provide an alleged father the opportunity to voluntarily acknowledge paternity in accordance with §302.70(a)(5)(iii) and attempt to establish paternity by legal process established under State law.

4. **Enforcement of Support Performance Standards**

- a. 45 CFR 303.6(c)(1) and (2) Initiate income withholding or other appropriate enforcement action unless service of process is necessary within no more than 30 calendar days of identifying a delinquency. If service is necessary, the timeframe becomes 60 calendar days from the delinquency or support related non-compliance.
- b. 45 CFR 303.6(c)(4) When enforcement attempts fail, determine why and re-attempt the enforcement action in the future.

5. **Interstate Case Performance Standards**

- a. 45 CFR 303.7(b)(1) A CSEA must use the long arm authority of Chapter 3115 of the Ohio Revised Code to establish paternity whenever appropriate.
- b. 45 CFR 303.7(b)(2) Within 20 calendar days of determining that an absent parent is in another state and the receipt of necessary information, the CSEA must send an interstate petition to the responding state's Interstate Central Registry.

- c. 45 CFR 303.7(b)(3) The CSEA must provide the responding state with sufficient and accurate information by submitting the mandated federally approved interstate forms and any necessary documentation.
- d. 45 CFR 303.7(b)(4) The CSEA must provide the IV-D agency or Interstate Central Registry in the responding state with any additional requested information or advise when the information will be provided within 30 calendar days of receipt of the request.
- e. 45 CFR 303.7(b)(5) The CSEA must notify the IV-D agency in the responding state within 10 working days of receipt of new information on the case and send a request for review of a child support order to another state within 20 calendar days of receipt of the necessary information.
- f. 45 CFR 303.7(c)(4) The CSEA must process an interstate petition to the extent possible or provide location services if required within 75 calendar days of receipt of the petition from the Interstate Central Registry (ICR).
- g. 45 CFR 303.7(c)(5) The CSEA must forward an interstate petition to the correct jurisdiction and notify the ICR within 10 working days of locating an absent parent in a different Ohio county.
- h. 45 CFR 303.7(c)(6) A CSEA must either return an interstate petition to the initiating state or forward the petition to the correct state, if requested by the initiating state, within 10 working days of locating the absent parent in another state.

6. Review and Adjustment Performance Standards

- a. 45 CFR 303.8(e) The CSEA must conduct a review of the order and adjust the order or determine that the order should not be adjusted within 180 calendar days of receiving a request for review or locating the absent parent.

7. Requirements for Cooperative Arrangements

- a. 45 CFR 303.107(c) All parties to this contract certify that all activities conducted pursuant to this contract shall be performed in full compliance with all requirements of Title IV-D and with regulations in 45 CFR Part 300, and any other applicable regulations and requirements.

B. Required Individual Contract Performance Standards

Required performance standards specific to this contract and developed pursuant to rule 5101:12-10-45.2(E) of the Ohio Administrative Code are attached on a separate page.<performance standards>

- 10. **Independent Contractors:** The Contractor and its agents, employees, and subcontractors will act in performance of this contract in an independent capacity and not as officers or employees or agents of the State of Ohio or the CSEA.
- 11. **Financial Records:** The Contractor shall maintain independent books, records, payroll, documents, accounting procedures, and practices which sufficiently and properly reflect all direct and indirect costs of any nature expended in the performance of this contract. Such records shall be subject at all reasonable times for inspection, review, or audit by duly authorized federal, state, and CSEA personnel, or their designees.
- 12. **Availability and Retention of Records:** Contractors shall maintain and preserve all financial and eligibility determination records related to this contract, including any other documentation used in the administration of the program, in its possession for a period of three years after final payment and/or will assure the maintenance of such for a like period of time in the possession of any third party performing work related to this agreement unless otherwise directed by the CSEA. If an audit, litigation, or other action involving the records is started before the end of the three year period, the records must be retained until all issues arising out the action are resolved or until the end of the three year period, whichever is later.

13. **Expensed Equipment:** Equipment which has been expensed rather than depreciated during the contract period must be transferred to the CSEA when the equipment is no longer needed to carry out the work under this contract or a succeeding contract. In lieu of equipment being transferred, the appropriate residual value may be transferred to the CSEA.
14. **Responsibility of Audit Exceptions:** The Contractor agrees to accept responsibility for receiving, replying to, and/or complying with any audit exceptions by appropriate state or federal audit directly related to the provisions of this contract.
15. **Confidentiality:** The Contractor agrees that information concerning eligible individuals shall only be used in support of the IV-D program. Disclosure of information for any other purpose is prohibited except in accordance with section 3125.08 of the Ohio Revised Code and rule 5101:1-29-07.1 of the Ohio Administrative Code. This includes, to the extent applicable, "protected health information" as defined in the Health Insurance Portability and Accountability Act of 1996, (HIPPA) ; 42 U.S.C.§ 1320d through 1320d-8 and implementing regulations at 45 CFR 164.502(e) and 45 CFR 164.504(e)
16. **Equal Employment Opportunity:** In carrying out this contract, the Contractor shall not discriminate against any employee or applicant for employment because of race, religion, national origin, ancestry, color, sex, age, disability, or veteran status. The Contractor shall ensure that applicants are hired and that employees are treated during employment without regard to their race, religion, national origin, ancestry, color, sex, age, disability, or veteran status. Such action shall include but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training including apprenticeship.
17. **Civil Rights:** In accordance with rule 9101 through 9101.6 of the Ohio Administrative Procedures Manual and rule 5101:9-2-01 of the Ohio Administrative Code, the contractor certifies the following:

That no person or persons shall be excluded from participation in, or denied the benefit of any service provided under the terms of this contract on the grounds of race, color, national origin, disability, age, gender, or religion.

That it will advise all persons who participate in or benefit from any services provided under the terms of this contract of the availability of an interpreter, if needed; and

That it will advise all persons who participate in or benefit from any service provided under the terms of this contract, of their right to file a complaint if they feel they have been discriminated against in county agency administered programs , on the basis of race, color, national origin, disability, age, gender, sexual orientation or religion.

That it will also advise all persons who participate in or benefit from any service provided under the terms of this contract of the name, title, and location of the person responsible for receiving the complaint.

18. **ADA Compliance:** The Contractor hereby certifies that it is in full compliance with all statutes and regulations pertaining to the Americans with Disabilities Act of 1990 and with section 504 of the Rehabilitation Act of 1973.
19. **Indemnity and Insurance (when applicable):**
 - A. **Indemnity:** The Contractor agrees that it will at all times during the existence of this contract indemnify and hold harmless the CSEA, the Ohio Department of Job and Family Services, and the Board of County Commissioners or county administrator designated under section 305.30 of the Ohio Revised Code of the county in which the CSEA is situated against any and all liability, loss, damage, and/or related expenses incurred through the provision of services under this contract.
 - B. **Insurance:** The Contractor agrees to contract for such insurance as is reasonably necessary to adequately secure the persons and estates of eligible individuals against reasonable foreseeable torts which could cause injury or death.

20. **Monitoring and Evaluation:** The CSEA and the Contractor will monitor the manner in which the terms of the contract are being carried out and evaluate the extent to which services described in the contract are being achieved pursuant to form JFS 02151 and paragraph (B) of rule 5101:12-10-45.6 of the Ohio Administrative Code.
21. **Accessibility of Program to the Public:** The CSEA and the Contractor agree to make all reasonable efforts to allow public access to the program by providing services between the hours of <beginning hour> and <ending hour> on the following days <days> with the exception of the following holidays: <holidays>.
22. **Amendment of Contract:** No deletions or changes to the language of this contract will be permitted either through the proposed addenda to this contract or through any other method including amendment without the prior written approval of the Office of Child Support (OCS). Only sections which contain areas for which data is to be inserted, including the effective date of the contract, unit of service, number of units, unit rate, contract cost, performance standards, the availability of funds or the hours of service may be amended without the prior written approval of OCS. These sections may be amended at any time by a written amendment signed by all parties and submitted to ODJFS in the manner required by paragraph (F) of rule 5101:12-10-45.2 of the Ohio Administrative Code.
23. **Optional Purchase of non-CSEA Initiated Court Hearings:** A CSEA and a court in a contract for magistrate services may choose to contract for additional hearing time for the purpose of purchasing hearings which are not initiated by a CSEA as defined in paragraph (C)(4)(c) of rule 5101:12-10-45 of the Ohio Administrative Code. If this option is utilized, all requirements of paragraph (D) of rule 5101:12-10-45.2 apply. The authorized representative of the CSEA and the authorized representative of the court who have signed this contract shall each signify their decision to utilize this option by placing their initials on the lines below:

Initials of CSEA authorized representative

Initials of court authorized representative

24. **Termination**

- A. In the event that the Contractor does not faithfully and promptly perform its responsibilities and obligations under this agreement as determined by the CSEA, the CSEA may terminate the agreement by providing the Contractor with written notice thirty days in advance of the termination date.
- B. In the event that the CSEA does not faithfully and promptly perform its responsibilities and obligations under this contract, the Contractor may terminate the contract by providing the CSEA with written notice thirty days in advance of the termination date.
- C. Notwithstanding Sections (A) and (B) of this paragraph, this contract may be terminated by mutual agreement at any time after the date on which the two parties reach their decisions.
- D. Notwithstanding Sections (A) and (B) of this paragraph if the federal and/or non-federal funds designated for the programs are not available to the CSEA in an amount adequate to support the activities under this contract as determined by the CSEA, the CSEA may terminate this contract. Such termination is not subject to advance written notice but will be effective on the date federal and/or non-federal funds are no longer available or later as stipulated by the CSEA and all reimbursement to the Contractor will cease as of that date
- E. Notwithstanding Sections (A) and (B) of this paragraph, the CSEA may terminate this contract immediately upon delivery of written notice to the Contractor if the CSEA has discovered any illegal conduct on the part of the Contractor.
- F. In the event that the Contractor becomes disqualified or suspended from conducting business or practicing law in Ohio pursuant to paragraph four of this contract, all obligations under this contract shall immediately terminate and the Contractor will immediately cease the performance of any obligations under this contract.

G. In the event of termination under this paragraph, the Contractor shall be entitled to compensation upon submission of a proper invoice for the work performed prior to receipt of notice of termination which shall be calculated by the CSEA based on the rate set forth in paragraph six of this contract less any funds previously paid by or on behalf of the CSEA. The CSEA shall not be liable for any further claims and the claims submitted by the Contractor shall not exceed the total amount of consideration stated in this contract.

Authorized CSEA Representative's Signature Date

<name>Name of CSEA Representative <county>Name of County

Authorized Contractor Representative's Signature Date

<contractor's representative>Name of Contractor Representative

<title>Authorized Contractor Representative's Title

<street address>Contractor's Street Address

<city, state, and zip code>Contractor's City, State, and Zip

County Commissioner's Signature or authorized representative of the County
Commissioners. Date

County Commissioner's Signature Date

County Commissioner's Signature Date

Prosecutor's Signature, if required by County Commissioners Date