

RESOLUTION APPROVING A TITLE IV-D SERVICE CONTRACT WITH THE ASHTABULA COUNTY CHILD SUPPORT ENFORCEMENT AGENCY AND THE ASHTABULA COUNTY COMMON PLEAS COURT, ACDJFS

WHEREAS, Patrick Arcaro, Director of the Ashtabula County Department of Job & Family Services has presented a Title IV-D Child Support Contract for the approval of the Board, to-wit:

Provider: ***Ashtabula County Child Support Enforcement Agency***
2924 Donahoe Dr., Ashtabula, OH 44004

Ashtabula County Common Pleas Court
25 West Jefferson St., Jefferson, OH 44047

Service: The coordination of services between the Child Support Enforcement Agency and Ashtabula County Common Pleas Court to make all reasonable efforts to coordinate with each other and other service contractors to establish a cooperative, comprehensive county plan for the effective enforcement of child support services. This contract provides Magistrate services for the Child Support Enforcement Agency.

Effective Date: January 1, 2023 thru December 31, 2023

Cost: **Not to Exceed**, \$232,108.38; now

THEREFORE, BE IT RESOLVED, By the Board of Commissioners of Ashtabula County, Ohio that the Title IV-D Child Support Contract, as outlined above, is approved in accordance with the copy now on file in this office.

**ASHTABULA COUNTY COMMISSIONERS
CERTIFICATION PAGE**

Resolution No. 2022-553

December 28, 2022

**RESOLUTION APPROVING A TITLE IV-D SERVICE CONTRACT WITH THE
ASHTABULA COUNTY CHILD SUPPORT ENFORCEMENT AGENCY AND THE
ASHTABULA COUNTY COMMON PLEAS COURT, ACDJFS**

Upon the motion of Kathryn L. Whittington, seconded by Casey R. Kozlowski.

VOTE:

J.P. Ducro IV

Aye

Casey R. Kozlowski

Aye

Kathryn L. Whittington

Aye

CERTIFICATE OF CLERK

**IT IS HEREBY CERTIFIED that the foregoing is a true and correct transcript of a
resolution acted upon and duly passed by the Board of County Commissioners of
Ashtabula County, Ohio, on the date noted above.**

Lisa Hawkins

**Lisa Hawkins, Clerk of the Board
Board of County Commissioners
Ashtabula County, Ohio**

Ohio Department of Job and Family Services
IV-D CONTRACT

Pursuant to Title IV-D of the Social Security Act, Parts 302, 303, and 304 of Title 45 of the Code of Federal Regulations (CFR); sections 3125.13 to 3125.17 of the Ohio Revised Code; and rules 5101:12-1-80 to 5101:12-1-80.4 of the Ohio Administrative Code (hereafter "IV-D Contract rules"), the Ashtabula County Child Support Enforcement Agency (hereafter "CSEA") enters into this IV-D Contract with Ashtabula County Common Pleas Court (hereafter "Contractor") to purchase services for the effective administration of the support enforcement program.

The CSEA and the Contractor certify that all IV-D Contract activities shall be performed in compliance with Title IV-D of the Social Security Act, 45 CFR Parts 302, 303, and 304, and the rules in Division 5101:12 of the Administrative Code.

Unless otherwise specified, the terms of this IV-D Contract apply to both governmental contractors and private contractors.

The IV-D Contract consists of this document and all attached forms or documents that are incorporated and deemed to be a part of the IV-D Contract as if fully written herein. Nothing in this IV-D Contract shall be construed contrary to state or federal laws and regulations.

IV-D Contract Terms:

1. **IV-D Contract Period:** The IV-D Contract is effective from January 1, 2023 through December 31, 2023, unless terminated earlier in accordance with the terms listed in paragraph 23 of this IV-D Contract. The IV-D Contract period shall not exceed twelve (12) months. The CSEA and contractor may agree upon a IV-D Contract period that is less than twelve (12) months.
2. **Unit of Service:** Subject to the terms and conditions set forth in this IV-D Contract, the CSEA agrees to purchase and the Contractor agrees to provide the following Unit of Service for a IV-D case: Per Magistrate hour of CSEA initiated services or non-CSEA initiated services on IV-D Activities. The Magistrate will bill by actual time worked.

The CSEA and the Contractor certify that all units of service are eligible for federal financial participation (FFP) reimbursement in accordance with rules 5101:12-1-60 and 5101:12-1-60.1 of the Ohio Administrative Code, the IV-D Contract rules, and 2 CFR, Subtitle A, Chapter II, Part 225 (Circular A-87 of the Federal Office of Management and Budget).

3. **Optional Purchase of Non-CSEA Initiated Activities:** In a IV-D Contract with a court for magistrate services, the CSEA may elect to purchase non-CSEA initiated activities in addition to CSEA initiated activities. If the CSEA elects to purchase non-CSEA initiated activities in addition to CSEA initiated activities, the CSEA and the court shall signify the decision by placing their initials on the lines below.

Initials of Authorized CSEA Representative 	Initials of Authorized Court Representative 
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4. **IV-D Contract Costs:**
 - 4A. **Unit Rate:** The Unit Rate for this IV-D Contract is \$134.79 per Unit of Service as determined by:
 - The calculation listed in the JFS 07020 (Governmental Contractor IV-D Contract Budget) for a IV-D Contract with a governmental entity; or
 - The procurement process for a IV-D Contract with a private entity.
 - 4B. **Total IV-D Contract Cost:** The Total IV-D Contract Cost is \$232,108.38
5. **Availability of Funds:** The CSEA certifies that it has adequate funds to meet its obligations under this IV-D Contract, that it intends to maintain this IV-D Contract for the full period set forth herein, that it believes that it will 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 IV-D Contract.

- 5A. Payments for all services provided in accordance with the provisions of this IV-D Contract are contingent upon the availability of the non-federal share and FFP reimbursement, as follows:

	Amount	Source
Non-Federal Share	\$78,916.85	Local Sources
FFP Reimbursement	\$153,191.53	
Total IV-D Contract Cost	\$232,108.38	

- 5B. The CSEA certifies that the non-federal share is not provided from any source that is prohibited by state or federal law.

6. **Performance Standards:** The performance standards shall be based upon the requirements in 45 CFR Part 303. The performance standards are attached to this IV-D Contract in a separate document with a label at the top of the first page that reads, "Performance Standards."
7. **Access to the Public:** The CSEA and the Contractor agree to make all reasonable efforts to allow public access by providing services between the hours of 8:00 AM and 4:30 PM on the following days Monday through Friday with the exception of the following days: See attached schedule of County authorized holidays.
8. **Amendments to and Modifications of the IV-D Contract:** The Office of Child Support (OCS) will review all IV-D Contract amendments or modifications and determine whether the amendments or modifications are acceptable for purposes of FFP reimbursement. Language in this IV-D Contract shall not be modified, deleted, struck out, or added, except for the following:
 - **Amendments:** The CSEA or Contractor may amend any information in the insertable fields in the first paragraph of the IV-D Contract or IV-D Contract Terms I through 7, provided that both the CSEA and Contractor agree to the amendments, the CSEA submits the amendments to OCS on the JFS 07037 (IV-D Contract Amendment), and OCS accepts the JFS 07037; or
 - **Modifications:** The CSEA or Contractor may modify the language in this IV-D Contract, provided that both the CSEA and the Contractor agree to the modifications, the CSEA submits the proposed modifications to OCS, and OCS accepts the modifications. If the CSEA or Contractor modifies the language in this IV-D Contract without the agreement of both parties to the IV-D Contract and acceptance from OCS, the modified IV-D Contract will have no force or effect of law.
9. **Billing Requirements:** When the Contractor is a private entity, the Contractor shall ensure that the JFS 07035 (IV-D Contract Invoice) is submitted to the CSEA no later than thirty (30) days after the last day of the month in which services were provided.

When the Contractor is a governmental entity, the Contractor shall ensure that the JFS 07034 (Governmental Contactor Monthly Expense Report) and the JFS 07035 are submitted to the CSEA no later than thirty (30) days after the last day of the month in which services were provided. If the Contractor neglects or refuses to submit the JFS 07034 or JFS 07035 to the CSEA for payment within the appropriate time frame, the CSEA reserves the right to refuse payment.

If the Contractor neglects or refuses to submit the JFS 07035 to the CSEA for payment within the appropriate time frame, the CSEA reserves the right to refuse payment.
10. **Expensed Equipment:** Equipment that has been included in the unit rate on the JFS 07020 and expensed rather than depreciated during the IV-D Contract period shall be transferred to the CSEA or the appropriate residual value shall be paid to the CSEA when the equipment is no longer needed to carry out the work under this IV-D Contract or a succeeding IV-D contract.
11. **Monitoring and Evaluation:** The CSEA and the Contractor shall monitor and evaluate the extent to which services described in the IV-D Contract are being performed. The CSEA shall evaluate the performance of the Contractor on the JFS 02151 (IV-D Contract Evaluation) and provide a copy of the completed JFS 02151 to the Contractor.
12. **Recordkeeping:** The Contractor shall maintain accounting procedures and practices that sufficiently and properly reflect all direct and indirect costs of any nature expended in the performance of this IV-D Contract. All books, records, payroll, and documents related to this IV-D Contract that are in the possession of the Contractor or of a third party performing work related to this IV-D Contract shall be maintained and preserved by the Contractor for a period of three years after final payment, unless otherwise directed by the CSEA. 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. 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 from the action are resolved or until the end of the three-year period, whichever is later.
13. **Responsibility for Review or Audit Findings and Recommendations:** The Contractor agrees to accept responsibility for replying to and complying with any review or audit findings and recommendations by an authorized state or federal review or audit that are directly related to the provisions of this IV-D Contract.
14. **Indemnity:** When the Contractor is a private entity, the Contractor shall certify that it will at all times during the existence of this IV-D Contract indemnify and hold harmless the CSEA, the Ohio Department of Job and Family Services, and the Board of County Commissioners or county administrator in the same county as the CSEA against any and all liability, loss, damage, and/or related expenses incurred through the provision of services under this IV-D Contract.


15. **Insurance:** When the Contractor is a private entity, the Contractor shall contract for such insurance as is reasonably necessary to adequately secure the persons and estates of eligible individuals against reasonable, foreseeable torts that could cause injury or death.
16. **Finding for Recovery:** The Contractor certifies that the Contractor is not subject to a finding for recovery or it has taken the appropriate remedial steps required under section 9.24 of the Ohio Revised Code or it otherwise qualifies to contract with the State of Ohio under section 9.24 of the Ohio Revised Code.
17. **Licenses:** The Contractor certifies that all approvals, licenses, or other qualifications necessary to conduct business or, if applicable, practice law in Ohio have been obtained and are operative. If at any time during the IV-D Contract period the Contractor becomes disqualified or suspended from conducting business or, if applicable, 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 IV-D Contract.
18. **Independent Capacity for the Contractor:** The Contractor and its agents, employees, and subcontractors will act in performance of this IV-D Contract in an independent capacity and not as officers or employees or agents of the State of Ohio or the CSEA.
19. **Confidentiality:** The Contractor agrees that information regarding an individual shall only be used for purposes related to the IV-D program, in accordance with rules 5101:12-1-20 to 5101:12-1-20.2 of the Ohio Administrative Code. Disclosure of information for any other purpose is prohibited.
20. **Americans with Disabilities Act (ADA) Compliance:** The Contractor certifies that it is in full compliance with all statutes and regulations pertaining to the ADA of 1990 and with section 504 of the Rehabilitation Act of 1973.
21. **Civil Rights:** The Contractor certifies compliance with rule 5101:9-2-01 of the Ohio Administrative Code.
22. **Equal Employment Opportunity:** In carrying out this IV-D 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, transfer, recruitment, recruitment advertising, layoff, termination, rates of pay or other forms of compensation, and selection for training including apprenticeship.
23. **Termination:** This IV-D Contract may be terminated:
 - 23A. By mutual agreement at any time after the date on which the two parties reach their decision.
 - 23B. If FFP reimbursement or the non-federal share designated for the purchase of services under this IV-D Contract is not available to the CSEA in an amount adequate to support the IV-D Contract as determined by the CSEA. When termination of the IV-D Contract occurs under this paragraph, the termination date is the date upon which the FFP reimbursement or non-federal share is no longer available; however, the CSEA may determine a later termination date. The CSEA shall provide the Contractor written notice of the termination but is not required to provide written notice in advance of the termination. Reimbursement to the Contractor will cease on the date of termination of the IV-D Contract.
 - 23C. If the CSEA has discovered any illegal conduct on the part of the Contractor, immediately upon delivery of written notice to the Contractor by the CSEA.
 - 23D. If the Contractor does not faithfully and promptly perform its responsibilities and obligations under this IV-D Contract as determined by the CSEA. If the CSEA elects to terminate the IV-D Contract, the CSEA shall provide the Contractor with written notice thirty days in advance of the termination date.
 - 23E. If the CSEA does not faithfully and promptly perform its responsibilities and obligations under this IV-D Contract, as determined by the Contractor. If the Contractor elects to terminate the IV-D Contract, the Contractor shall provide the CSEA with written notice thirty days in advance of the termination date.
 - 23F. If the IV-D Contract is for legal services and the Contractor becomes disqualified or suspended from conducting business or practicing law in Ohio, all obligations under this IV-D Contract shall immediately terminate and the Contractor shall immediately notify the CSEA and cease the performance of any obligations under this IV-D Contract.


When the IV-D Contract terminates, the Contractor shall be entitled to compensation upon submission of the appropriate form(s), as described in paragraph 9, for the work performed prior to:

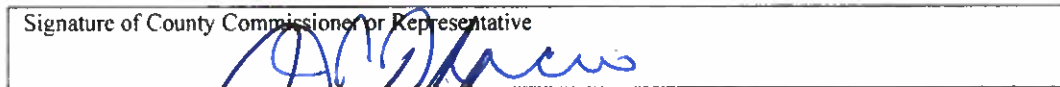
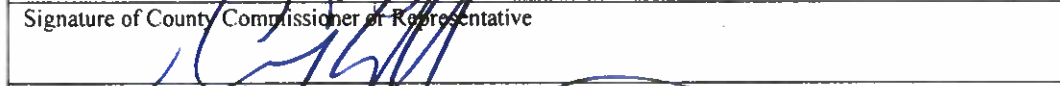

- The date on which the parties reached their decision, in accordance with paragraph 23A;
- The receipt of the written notice of termination, in accordance with paragraphs 23B through 23E; or
- The Contractor being disqualified or suspended from conducting business or practicing law, in accordance with paragraph 23F.

The CSEA shall calculate the compensation based on the Total IV-D Contract Cost less any funds previously paid by or on behalf of the CSEA. The Contractor shall not exceed the Total IV-D Contract Cost. The CSEA shall not be liable for any further claims.

IV-D Contract Signatures:

Signature of CSEA's Representative 	Printed Name of CSEA's Representative Patrick J. Arcaro, Executive Director
Date of Signature 11.25.2022	

Signature of Contractor's Representative 	Printed Name of Contractor's Representative Thomas E. Harris
Date of Signature 12.12.22	Printed Street Address of Contractor 25 W. Jefferson St
Printed Title of Contractor's Representative Judge	Printed City, State, and Zip Code of Contractor Jefferson, OH 44047

Signature of County Commissioner or Representative 	Date of Signature 12-28-22
Signature of County Commissioner or Representative 	Date of Signature 12-28-22
Signature of County Commissioner or Representative 	Date of Signature 12-28-22
Signature of Prosecutor, if required by County Commissioners	Date of Signature

Performance Standards

1. Provider shall perform the duties of filing, tracking, and reporting on all IV-D cases as specified by State and Federal Regulations. *This will be measured by data entered into the computer, and monthly reports that are sent to CSEA.
2. CSEA shall reimburse the Common Pleas Court, for unit costs for Magistrate hours under Title IV-D. *The Magistrate will submit monthly timesheets to JFS on form 07035 for documentation of Magistrate hours.
3. Phone calls from CSEA must be returned within three business days. *This will be measured by work completed or e-mail verification.
4. Magistrate is to participate in continuing level education program to maintain professional competence. *This will be measured by certificate received once education program is completed.
5. The provider shall submit accurate and timely billings at the end of each month. *This will be measured by the copies of billings submitted to CSEA.
6. CSEA shall provide the Common Pleas Court with complete and accurate information, verification, and agency findings. CSEA shall make recommendations necessary for the Court to deliver those services required by this contract. CSEA shall keep the Court informed of all changes and updates in the Federal, State, and local IV-D Program, as they effect the contract. CSEA and the Court will provide all records necessary in the event of an audit. CSEA shall provide employee representation at all actions required by local rules. *This will be measured by information in the file and by the services to the people. Also, by how a file is processed correctly in meeting updates and changes. Representation will be verified by court entries stating who was present at the hearing. The Magistrate will hear cases in a timely manner in compliance with Ohio Rules of Civil Procedure and Ashtabula County local rules.
7. The provider shall submit a detailed invoice to the Department on a monthly basis no later than 30 days after the last day of the month in which services were provided in a format approved by the Department. Payments based on a unit rate will be reconciled at least quarterly to ensure that total payments do not exceed total actual costs. Providers will submit actual costs monthly in a similar format approved by the department.
8. Furniture, Equipment and Consumable Supplies which have not been expended during the contract period must be transferred to ACDJFS when the furniture, equipment and supplies are no longer needed to carry out the work under the contract or succeeding contracts. In lieu of equipment being transferred, the appropriate residual value may be transferred to ACDJFS.

EXHIBIT B

New Year's Day	1st of January
Martin Luther King Day	3rd Monday of January
President's Day	3rd Monday of February
Memorial Day	Last Monday in May
Independence Day	4th of July
Labor Day	1st Monday in September
Columbus Day	2nd Monday in October
Veteran's Day	11th of November
Thanksgiving Day	4th Thursday of November 4th Friday of November
Christmas Day	25th of December

Ohio Department of Job and Family Services
GOVERNMENTAL CONTRACTOR IV-D CONTRACT BUDGET

Summary Sheet		
County	Ashtabula	
Governmental Contractor	Ashtabula County Common Pleas Court	
Type of IV-D Contract		
I. Staff		Estimated Amount
	A. Salaries	\$137,783.00
	B. Payroll Related Expenses	\$45,761.88
	Total Staff Costs	\$183,544.88
II. Operations		
	A. Travel and Short Term Training	\$3,500.00
	B. Consumable Supplies	\$3,200.00
	C. Occupancy Costs	\$10,213.50
	D. Indirect Costs	\$0.00
	E. Contract and Professional Services	\$25,150.00
	F. Miscellaneous	\$0.00
	Total Operations Costs	\$42,063.50
III. Equipment		
	A. Equipment Subject to Depreciation	\$0.00
	B. Equipment Purchases	\$2,500.00
	C. Leased and Rented Equipment	\$4,000.00
	Total Equipment Costs	\$6,500.00
	Sub-Total of All Costs	\$232,108.38
	IV. MINUS Fees Collected by the Contractor	\$0.00
	Total Expenses	\$232,108.38

Ohio Department of Job and Family Services
GOVERNMENTAL CONTRACTOR IV-D CONTRACT BUDGET

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	C. Leased and Rented Equipment	\$4,000.00
	Total Equipment Costs	\$6,500.00
	Sub-Total of All Costs	\$232,107.84
	IV. MINUS Fees Collected by the Contractor	\$0.00
	Total Expenses	\$232,107.84

I.A. Salaries

I.A.1. Principal Staff

Position Title	Total Annual Hours Paid by County	Annual Hours		Annual Salary	% of Salary Applied to Budget	Salary Applied to Budget
		Worked in Contracted Office				
Magistrate	1040	1040		\$53,584.00	100.00%	\$53,584.00
Magistrate	1040	1040		\$38,692.00	100.00%	\$38,692.00

Notes:

Includes a 3% raise; which is what Common Pleas requested. Also includes a rate adjustment for Admin Asst.

I.A. Salaries

I.A.2. Support Staff

Position Title	Total Annual Hours Paid by County	Total Hours Spent Assisting Principal Staff	Annual Salary	% of Salary Applied to Budget	Salary Applied to Budget
Secretary	2080	2080	\$45,507.00	100.00%	\$45,507.00

I.A.3. Unassociated Staff

Position Title	

Total Salaries Applied to this Contract **\$137,783.00**

I.B. Payroll Related Expenses

Type	Percentage	Salary	Amount Applied to Budget
OPERS or Social Security	14.00%	\$137,783.00	\$19,289.62
Workers' Compensation/Unemployment Insurance	0.75%	\$137,783.00	\$1,033.37
Retirement Expense/Medicare	1.45%	\$137,783.00	\$1,997.85
Hospitalization Insurance Premium			\$23,441.04
Other			
Other			
Other			
Other			
Other			
Other			
Total Payroll Related Expenses			\$45,761.88

Notes:

II.A. Travel and Short Term Training

Type			Amount	Prorate %	Amount Applied to Budget
Mileage Reimbursement	Mileage rate	Miles	Total mileage		
	\$0.500	1000	\$500.00		\$500.00
Short Term Training			\$1,000.00	100.00%	\$1,000.00
Other	Accommodations		\$1,500.00	100.00%	\$1,500.00
Other	Food		\$500.00	100.00%	\$500.00
Other					
Total Travel and Short Term Training					\$3,500.00

Notes:

Funds for both Magistrates to meet required training hours

II.B. Consumable Supplies

Type	Amount	Prorate %	Amount Applied to Budget
Office Supplies	\$3,000.00	100.00%	\$3,000.00
Cleaning Supplies			
Other Postage	\$200.00	100.00%	\$200.00
Other		100.00%	
Other			
Other			
Other			
Total Consumable Supplies			\$3,200.00

Notes:

II.C. Occupancy Costs

	Amount	Prorate %	Amount Applied to Budget
Rental at \$11.75 per square foot: 682	\$8,013.50	100.00%	\$8,013.50
or			
Usage allowance/depreciation at % rate of original acquisition cost by Program Square Footage Percentage (Program Square Footage ÷ Provider Square Footage)			
Maintenance and Repairs			
Utilities (if not included in rent)			
Heat and Light			
Telephone	\$2,200.00	100.00%	\$2,200.00
Water			
Other:			
Other:			
Other:			
Total Occupancy Costs			\$10,213.50

Notes:

II.D. Indirect Costs

Category	CAP Amount	Prorate %	Amount Applied to Budget
Total Indirect Costs			\$0.00

Notes:

II.E. Contract & Professional Services

Type	Amount	Prorate %	Amount Applied to Budget
Dues	\$1,500.00	100.00%	\$1,500.00
BIS digital recording support	\$3,350.00	100.00%	\$3,350.00
Courtview licenses	\$8,500.00	100.00%	\$8,500.00
Interpreter Services	\$2,500.00	100.00%	\$2,500.00
Westlaw Online Services - Yearly Fee	\$2,300.00	100.00%	\$2,300.00
Konica Minolta imaging license	\$3,000.00	100.00%	\$3,000.00
dragon dictate	\$1,500.00	100.00%	\$1,500.00
Liability Insurance	\$1,500.00	100.00%	\$1,500.00
Courtview to GO	\$1,000.00	100.00%	\$1,000.00
Total Contract and Professional Services Costs			\$25,150.00

Notes:

All of the listed services/licenses are necessary for staff to efficiently complete their jobs.

II.F. Miscellaneous

Description	Amount	Prorate %	Amount Applied to Budget
Total Miscellaneous Costs			\$0.00

Notes:

III.A. Equipment Subject to Depreciation

Equipment to be Depreciated	New or Used	Purchase Date	Quantity	Total Actual Cost per Item	Salvage Value per Item	Total Amount to be Depreciated	Useful Life	Prorate %	Chargeable Amount of Depreciation
Total Equipment Depreciation Charges									\$0.00

Notes:

III.B. Equipment Purchases

Item	Amount	Prorate %	Quantity	Amount Applied to Budget
Office Furniture & Equipment	\$2,500.00	100.00%	1	\$2,500.00
Total Small Equipment Purchases				\$2,500.00

Notes:

Just in cases- new chairs, printers and or computers.

III.C. Lease and Rental Equipment

Item	Model and Year	Amount	Prorate %	Quantity	Amount Applied to Budget
Xerox copier machine	W2035	\$4,000.00	100.00%	1	\$4,000.00
Total Lease and Rental Equipment					\$4,000.00

Notes:

BUDGET COMPUTATION WORKSHEET

Is this a IV-D Contract with a court for magistrate services in which a IV-D multiplier was used?

Select 1 or 2 ►

1

1 - no
2 - yes

Carried over from Page 1 ▼

\$232,108.38

Total Expenses

÷

Divided by

1,722

Total Operating Units
Produced by Principal
Staff

=

Equals

\$134.79

Unit Rate

\$134.79

Unit Rate

X

Multiplied by

1,722

Total Units of Service
Purchased

=

Equals

\$232,108.38

100% Contract Value

Ohio Department of Job and Family Services
IV-D CONTRACT SECURITY ADDENDUM

By signing this form, the contractor agrees to comply with all of the terms and conditions described herein.

I. Ohio Department of Taxation Information

In performance of this contract, the contractor agrees to comply with and assume responsibility for compliance by his or her employees with the following requirements:

All Ohio Department of Taxation, taxpayer information concerning the residential address and income of taxpayers received by the contractor is needed for the purpose of and will be used only to the extent necessary in, locating obligors, or establishing, enforcing and collecting child support obligations pursuant to Part D, Title IV of the Social Security Act. None of the information so obtained will be disclosed except for official purposes as described in section 3125.43 of the Revised Code or in compliance with a court order.

II Federal Parent Locator Service Information (FPLS)

In performance of this contract, the contractor agrees to comply with and assume responsibility for compliance by his or her employees with the following requirements:

All information received by the contractor from FPLS is needed for the purpose of and will be used only to the extent necessary in, establishing and collecting child support obligations pursuant to Part D, Title IV of the Social Security Act, obligations or pursuant to a request in connection with a parental kidnapping or child custody case as described in federal regulations at 45 CFR 303.15 and 303.69. This information shall be treated as confidential.

III. Department of Job and Family Services, Office of Unemployment Compensation Information

In performance of this contract, the contractor agrees to comply with and assume responsibility for compliance by his or her employees with the following requirements:

All information and records received from the Ohio Department of Job and Family Services, Office of Unemployment Compensation shall be used only for the purposes of establishing and collecting child support obligations from and locating individuals owing such obligations. The contractor maintains security safeguards for location, wage, and benefit information.

IV. Internal Revenue Service (IRS) Information

A. Performance

In performance of this contract, the contractor agrees to comply with and assume responsibility for compliance by officers or employees with the following requirements:

- (1) All work will be performed under the supervision of the contractor.
- (2) The contractor and the contractor's officers or employees to be authorized access to federal tax information (FTI) must meet background check requirements defined in IRS Publication 1075. The contractor will maintain a list of officers or employees authorized access to FTI. Such list will be provided to the agency and, upon request, to the IRS.
- (3) FTI in hardcopy or electronic format shall be used only for the purpose of carrying out the provisions of this contract. FTI in any format 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 contract. Inspection or disclosure of FTI to anyone other than the contractor or the contractor's officers or employees authorized is prohibited.
- (4) FTI will be accounted for upon receipt and properly stored before, during, and after processing. In addition, any related output and products require the same level of protection as required for the source material.
- (5) The contractor will certify that FTI processed during the performance of this contract will be completely purged from all physical and electronic data storage with no output to be retained by the contractor at the time the work is completed. If immediate purging of physical and electronic data storage is not possible, the

contractor will certify that any FTI in physical or electronic storage will remain safeguarded to prevent unauthorized disclosures.

(6) Any spoilage or any intermediate hard copy printout that may result during the processing of FTI will be given to the agency. When this is not possible, the contractor will be responsible for the destruction of the spoilage or any intermediate hard copy printouts and will provide the agency with a statement containing the date of destruction, description of material destroyed, and the destruction method.

(7) All computer systems receiving, processing, storing, or transmitting FTI must meet the requirements in IRS Publication 1075. To meet functional and assurance requirements, the security features of the environment must provide for the managerial, operational, and technical controls. All security features must be available and activated to protect against unauthorized use of and access to FTI.

(8) No work involving FTI furnished under this contract will be subcontracted without the prior written approval of the IRS.

(9) Contractor will ensure that the terms of the FTI safeguards described herein are included, without modification, in any approved subcontract for work involving FTI.

(10) To the extent the terms, provisions, duties, requirements, and obligations of this contract apply to performing services with FTI, the contractor shall assume toward the subcontractor all obligations, duties and responsibilities that the agency under this contract assumes toward the contractor, and the subcontractor shall assume toward the contractor all the same obligations, duties and responsibilities which the contractor assumes toward the agency under this contract.

(11) In addition to the subcontractor's obligation and duties under an approved subcontract, the terms and conditions of this contract apply to the subcontractor, and the subcontractor is bound and obligated to the contractor hereunder by the same terms and conditions by which the contractor is bound and obligated to the agency under this contract.

(12) For purposes of this contract, the term "contractor" includes any officer or employee of the contractor with access to or who uses FTI, and the term "subcontractor" includes any officer or employee of the subcontractor with access to or who uses FTI.

(13) The agency will have the right to void the contract if the contractor fails to meet the terms of the FTI safeguards described herein.

B. Criminal and Civil Sanctions

(1) Each officer or employee of a contractor to whom FTI is or may be disclosed shall be notified in writing that FTI 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 FTI for a purpose not authorized herein constitutes a felony punishable upon conviction by a fine of as much as \$5,000 or imprisonment for as long as 5 years, or both, together with the costs of prosecution.

(2) Each officer or employee of a contractor to whom FTI is or may be accessible shall be notified in writing that FTI accessible to such officer or employee may be accessed only for a purpose and to the extent authorized herein, and that access/inspection of FTI without an officer need-to-know for a purpose not authorized herein constitutes a criminal misdemeanor punishable upon conviction by a fine of as much as \$1,000 or imprisonment for as long as 1 year, or both, together with the costs of prosecution.

(3) Each officer or employee of a contractor to whom FTI is or may be disclosed shall be notified in writing that any such unauthorized access, inspection or disclosure of FTI may also result in an award of civil damages against the officer or employee in an amount equal to the sum of the greater of \$1,000 for each unauthorized access, inspection, or disclosure, or the sum of actual damages sustained as a result of such unauthorized access, inspection, or disclosure, plus in the case of a willful unauthorized access, inspection, or disclosure or an unauthorized access/inspection or disclosure which is the result of gross negligence, punitive damages, plus the cost of the action. These penalties are prescribed by IRC sections 7213, 7213A and 7431 and set forth at 26 CFR 301.6103(n)-1.

(4) Additionally, it is incumbent upon the contractor 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 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 \$5,000.

(5) Granting a contractor access to FTI must be preceded by certifying that each individual understands the agency's security policy and procedures for safeguarding IRS information. Contractors must maintain their authorization to access FTI through annual recertification. The initial certification and recertification must be documented and placed in the agency's files for review. As part of the certification and at least annually afterwards, contractors must be advised of the provisions of IRCs 7431, 7213, and 7213A (see Exhibit 4, Sanctions for Unauthorized Disclosure, and Exhibit 5, Civil Damages for Unauthorized Disclosure). The training on the agency's security policy and procedures 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 the initial certification and the annual recertifications, the contractor and each officer or employee must sign, either with ink or electronic signature, a confidentiality statement certifying their understanding of the security requirements.

C. Inspections

The IRS and the Agency, with 24-hour notice, shall have the right to send its inspectors into the offices and plants of the contractor to inspect facilities and operations performing any work with FTI under this contract for compliance with requirements defined in IRS Publication 1075. The IRS' right of inspection shall include the use of manual and/or automated scanning tools to perform compliance and vulnerability assessments of information technology (IT) assets that access, store, process or transmit FTI. Based on the inspection, corrective actions may be required in cases where the contractor is found to be noncompliant with FTI safeguard requirements.

Ashtabula County Court of Common Pleas
Printed Name of Contractor or Company

[Signature]
Signature of Contractor's Representative

12/12/22
Date

Thomas E. Harris
Printed Name of Contractor's Representative

[Signature]
Signature of Witness

12.12.22
Date

KATHLEEN M. THOMPSON
Printed Name of Witness

Signature Page

Re: A contract between Ashtabula County Child Support Enforcement Agency and
Ashtabula County Common Pleas Court.

Approved as to Legal Form Only:

By: 
Colleen M. O'Toole
Ashtabula County Prosecutor

Dated: 11.18.22, 2022

CD 2022-CON-0177

FISCAL OFFICER'S CERTIFICATE
5705.41 O.R.C.

The undersigned, County Auditor of Ashtabula County, hereby certifies that the amount required to meet the obligations of the County during the year 2023 under the Agreement has been lawfully appropriated for that purpose, and is in the Treasury of the County or in the process of collection to the credit of : **2213.030.100-601 Contract Services Funds;** not to exceed \$232,108.38 and free from any previous encumbrances.

Agreement Title: A sub grant agreement by and between the Ashtabula County Child Support Enforcement Agency and the Ashtabula County Common Pleas Court.



David Thomas
Ashtabula County Auditor

Date : 12/21/22