

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: **Retro-active** to January 1, 2022 thru December 31, 2022

Cost: **Not to Exceed**, \$208,723.62; 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. 2022-122

March 01, 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 Casey R. Kozlowski, seconded by Kathryn L. Whittington.

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.



Crystal Sturgill, Clerk of the Board, *Acting*
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, 2022 through December 31, 2022, unless terminated earlier in accordance with the terms listed in paragraph 24 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 \$121.21 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 \$208,723.62
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	\$ 70,966.03	Local Sources
FFP Reimbursement	\$137,757.59	
Total IV-D Contract Cost	\$208,723.62	

- 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 1 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 Contractor 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. **Declaration Regarding Material Assistance or Non-assistance to a Terrorist Organization:** When the Contractor is a private entity, the Contractor agrees to complete a declaration regarding material assistance or non-assistance to a terrorist organization, pursuant to section 2909.32 of the Ohio Revised Code. Additional information may be obtained from the Ohio Department of Public Safety at www.homelandsecurity.ohio.gov.
17. **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.
18. **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.
19. **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.
20. **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.
21. **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.
22. **Civil Rights:** The Contractor certifies compliance with rule 5101:9-2-01 of the Ohio Administrative Code.
23. **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.
24. **Termination:** This IV-D Contract may be terminated:
 - 24A. By mutual agreement at any time after the date on which the two parties reach their decision.
 - 24B. 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.
 - 24C. 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.
 - 24D. 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.
 - 24E. 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.

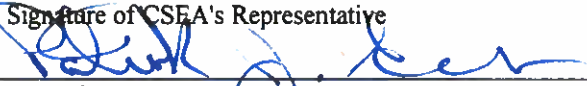
24F. If the IV-D Contract is for legal services and the Contractor becomes disqualified or suspended from conducting business or practicing law in Ohio, all obligations under this IV-D Contract shall immediately terminate and the Contractor shall immediately notify the CSEA and cease the performance 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 24A;
- The receipt of the written notice of termination, in accordance with paragraphs 24B through 24E; or
- The Contractor being disqualified or suspended from conducting business or practicing law, in accordance with paragraph 24F.

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 2.10.2022	

Signature of Contractor's Representative 	Printed Name of Contractor's Representative Thomas E. Harris
Date of Signature 2/17/22	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, Ohio 44047

Signature of County Commissioner or Representative 	Date of Signature 3-1-22
Signature of County Commissioner or Representative 	Date of Signature 3-1-22
Signature of County Commissioner or Representative 	Date of Signature 3-1-22
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

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	\$126,852.00
	B. Payroll Related Expenses	\$38,958.12
	Total Staff Costs	\$165,810.12
II. Operations		
	A. Travel and Short Term Training	\$3,000.00
	B. Consumable Supplies	\$3,200.00
	C. Occupancy Costs	\$10,213.50
	D. Indirect Costs	\$0.00
	E. Contract and Professional Services	\$20,800.00
	F. Miscellaneous	\$0.00
	Total Operations Costs	\$37,213.50
III. Equipment		
	A. Equipment Subject to Depreciation	\$0.00
	B. Equipment Purchases	\$1,700.00
	C. Leased and Rented Equipment	\$4,000.00
	Total Equipment Costs	\$5,700.00
	Sub-Total of All Costs	\$208,723.62
	IV. MINUS Fees Collected by the Contractor	\$0.00
	Total Expenses	\$208,723.62

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		\$51,034.00	100.00%	\$51,034.00
Magistrate	1040	1040		\$36,518.00	100.00%	\$36,518.00

Notes:

Includes a 3% raise; which is what Common Pleas requested.

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	\$39,300.00	100.00%	\$39,300.00

I.A.3. Unassociated Staff

Position Title	Salary Applied to Budget

Total Salaries Applied to this Contract **\$126,852.00**

I.B. Payroll Related Expenses

Type	Percentage	Salary	Amount Applied to Budget
OPERS or Social Security	14.00%	\$126,852.00	\$17,759.28
Workers' Compensation/Unemployment Insurance	1.00%	\$126,852.00	\$1,268.52
Retirement Expense/Medicare	1.45%	\$126,852.00	\$1,839.35
Hospitalization Insurance Premium			\$18,090.97
Other			
Other			
Other			
Other			
Other			
Other			
Total Payroll Related Expenses			\$38,958.12

Notes:
 Insurance costs increased by almost 13%

II.A. Travel and Short Term Training

Type			Amount	Prorate %	Amount Applied to Budget
Mileage Reimbursement	Mileage rate	Miles	Total mileage		
	\$0.450	900	\$405.00		\$405.00
Short Term Training			\$1,000.00	100.00%	\$1,000.00
Other	Accommodations		\$1,345.00	100.00%	\$1,345.00
Other	Food		\$250.00	100.00%	\$250.00
Other					
Total Travel and Short Term Training					\$3,000.00

Notes:

There are now 2 Magistrates that will need to attend the annual conferences as well as meet the 40 hours of required continuing education. It is uncertain whether there will be in person trainings in 2022 or if they will continue to be virtual which will negate the need for mileage, accomodations and food.

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	\$1,200.00	100.00%	\$1,200.00
BIS digital recording support	\$3,350.00	100.00%	\$3,350.00
Courtview licenses	\$6,500.00	100.00%	\$6,500.00
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	\$2,300.00	100.00%	\$2,300.00
dragon dictate	\$1,000.00	100.00%	\$1,000.00
Liability Insurance	\$1,000.00	100.00%	\$1,000.00
Courtview to GO	\$650.00	100.00%	\$650.00
Total Contract and Professional Services Costs			\$20,800.00

Notes:

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

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
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Total Equipment Depreciation Charges									
\$0.00									

Notes:

III.B. Equipment Purchases

Item	Amount	Prorate %	Quantity	Amount Applied to Budget
Office Furniture & Equipment	\$1,700.00	100.00%	1	\$1,700.00
Total Small Equipment Purchases				\$1,700.00

Notes:

Possible Purchases- 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 ▼

\$208,723.62

Total Expenses

÷

Divided by

1,722

Total Operating Units
Produced by Principal
Staff

=

Equals

\$121.21

Unit Rate

\$121.21

Unit Rate

X

Multiplied by

1,722

Total Units of Service
Purchased

=

Equals

\$208,723.62

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. Internal Revenue Service Information

A. Performance

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:

- (1) All work will be done under the supervision of the contractor or the contractor's employees.
- (2) The contractor and the contractor's employees with access to or who use federal tax information (FTI) must meet the background check requirements defined in IRS Publication 1075.
- (3) Any return or return information made available in any format shall be used only for the purpose of carrying out the provisions of this contract. Information contained in such material will be treated as confidential and will not be divulged or made known in any manner to any person except as may be necessary in the performance of this contract. Disclosure to anyone other than an officer or employee of the contractor will be prohibited.
- (4) All returns and return information will be accounted for upon receipt and properly stored before, during, and after processing. In addition, all related output will be given the same level of protection as required for the source material.
- (5) The contractor certifies that the data processed during the performance of this contract will be completely purged from all data storage components of his or her computer facility, and no output will be retained by the contractor at the time the work is completed. If immediate purging of all data storage components is not possible, the contractor certifies that any IRS data remaining in any storage component will be safeguarded to prevent unauthorized disclosures.
- (6) Any spoilage or any intermediate hard copy printout that may result during the processing of IRS data will be given to the Agency or his or her designee. When this is not possible, the contractor will be responsible for the destruction of the spoilage or any intermediate hard copy printouts, and will provide the Agency or his or her designee with a statement containing the date of destruction, description of material destroyed, and the method used.
- (7) All computer systems processing, storing, or transmitting Federal tax information must meet ISO STD 15408, called common criteria - functional (Protection Profile) and assurance (EAL). To meet functional and assurance requirements, the operating security features of the system must have the following minimum requirements: a security policy, accountability, assurance, and documentation. All security features must be available and activated to protect against unauthorized use of and access to Federal tax information.
- (8) No work involving Federal tax information furnished under this contract will be subcontracted without prior written approval of the IRS.
- (9) The contractor will maintain a list of employees authorized access. Such list will be provided to the Agency and, upon request, to the IRS reviewing office.
- (10) The Agency will have the right to void the contract if the contractor fails to provide the safeguards described above.

<11> <Include any additional safeguards that may be appropriate>

B. Criminal and Civil Sanctions

(1) Each officer or employee of any person to whom returns or return information is or may be disclosed will 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 \$5,000 or imprisonment for as long as 5 years, or both, together with the costs of prosecution. Such person shall also notify each such officer and employee that any such unauthorized further 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 \$1,000 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.

(2) 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 contract. 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 the contract.

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 \$1,000 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 in an amount equal to the sum of the greater of \$1,000 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.

These penalties are prescribed by IRC section 7213A and 7431 and set forth at 26 CFR 301.6103 (n)-1.

(3) 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 prohibited, willfully discloses the material in any manner to any person or Agency not entitled to receive it, shall be guilty of a misdemeanor and fined not more than \$5,000.

C. 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 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. On the basis of such inspection, corrective actions may be required in cases where the contractor is found to be noncompliant with contract safeguards.

II. 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.

III 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:

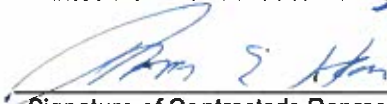
All information received by the contractor from FPLS is needed for the purpose of, and will be used only to the extent necessary in, establishing and collecting child support obligations pursuant to Part D, Title IV of the Social Security Act. obligations or pursuant to a request in connection with a 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.

IV. 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.

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


Signature of Contractor's Representative

2/17/22
Date

Thomas E. Herreis
Printed Name of Contractor's Representative


Signature of Witness

2.17.22
Date

Kathleen M. Thompson
Printed Name of Witness

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 2022 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 \$208,723.62 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 :

2/23/22

24F. 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 24A;
- The receipt of the written notice of termination, in accordance with paragraphs 24B through 24E; or
- The Contractor being disqualified or suspended from conducting business or practicing law, in accordance with paragraph 24F.

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	

Signature of Contractor's Representative	Printed Name of Contractor's Representative
Date of Signature	Printed Street Address of Contractor
Printed Title of Contractor's Representative	Printed City, State, and Zip Code of Contractor

Signature of County Commissioner or Representative	Date of Signature
Signature of County Commissioner or Representative	Date of Signature
Signature of County Commissioner or Representative	Date of Signature
Signature of Prosecutor, if required by County Commissioners 	Date of Signature 2.9.2022

22CAN 7

ASHTABULA COUNTY COMMISSIONERS / AGENDA ITEM REQUEST FORM

This form outlining all item(s) to be placed on the Agenda for official action by the Board of Commissioners, must be submitted to Lisa Hawkins, Clerk of the Board a minimum of 8 days prior to the Agenda date, no later than Monday. At a public work session held on Tuesday at 10:00 a.m., the Board will meet with you to discuss the item(s). Following the work session, the item(s) will be placed on the next week's agenda session for action by the Board. Please contact Lisa Hawkins at 576-3754 with questions.

Name of Department, with Title and phone number of person recommending item:

Ashtabula County Department of Job and Family Services,
Patrick Arcaro, Executive Director
440.994.1200



Patrick J. Arcaro, Executive Director

2.10.2022
Date

Presented by:

Alissa Drees, Fiscal Supervisor; phone: 440-994-1295

Today's Date:

February 10, 2022

Proposed Agenda Date:

February 22, 2022

Brief Description of Item and Recommendation:

A Title IV-D services contract between Ashtabula County CSEA and the Ashtabula County Common Pleas Court.

This contract will provide Magistrate services for the Ashtabula County Child Support Enforcement Agency.

Name and Address of Provider(s):

Ashtabula County Common Pleas Court
Jefferson, Ohio 44047

Cost (include where funds are coming from):

\$208,723.62 funded by the Ashtabula County Child Support Enforcement Agency.

Term (beginning and ending date, if applicable):

Beginning January 1, 2022 through December 31, 2022