

10-100

FILE COPY

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 Summit County Child Support Enforcement Agency (hereinafter referred to as "CSEA") is authorized to enter into this contract with Summit County Clerk of Courts - Domestic Division (hereinafter referred to as "Contractor") for the purchase of services on the 8th day of March, ~~2009~~ 2010.

This contract will be effective from the 1st day of January, 20, 10 through the 31st day of December, 2010, 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): **The unit of service for this contract is a Legal Division-Domestic Relations Clerk filing that is required to be docketed by the Clerk of Court's Office. The unit rate includes direct & support staff salary & fringes, and the percentage of direct and indirect costs associated with the operation of the Legal Division-**

Federal Matching Funds (66%)	\$158,119.50
Total Contract Price	\$239,575.00

- 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.

1. The Clerk shall time stamp and file upon the Court docket documents presented by the CSEA within four (4) business days of said presentation. Additionally, upon presentation of instructions for service of documents by mail, the Clerk will: A. Process the documents to be served and forward them to the U.S. Postal Service within four (4) business days; and B. Notify the CSEA of any unsuccessful service attempt within four (4) days or receiving notification of the same from the U.S. Postal Service.
2. The Clerk shall be reimbursed for all actual expenses relative to providing filing services for CSEA initiated, IV-D eligible cases at the current FFP rate of 66%. The CSEA is responsible for the verification of IV-D services and actual expenses.
3. The Clerk shall maintain clear and verifiable records of all CSEA initiated filings, distinguishing between those which involve IV-D eligible cases and those which do not. These records shall be compiled into reports for each calendar month.
4. The Clerk shall forward completed filing reports to the CSEA within 30 days of the month's end for which the filing activity is recorded.

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 7:30am and 4:00pm on the following days Monday - Friday with the exception of the following holidays: As designated by resolution of Summit County Council.

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:

Summit County Clerk of Court
Authorized Contractor Representative's Title

205 S. High St.
Contractor's Street Address

Akron, Ohio 44308
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