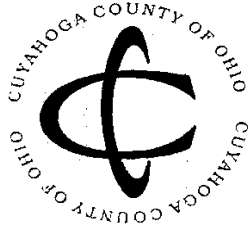


**CONTRACT
ENCUMBRANCE NO. CE1100176-01**

REQUISITION NO. RQ



CONTRACT

FOR

Title IV-D Child Support Services for the Cuyahoga Support
Enforcement Agency

TIME PERIOD: January 1, 2011 – December 31, 2011

CONTRACTOR: Cuyahoga County
Prosecuting Attorney's Office

FEDERAL ID - 34-6000817

ADDRESS: 1200 Ontario St
Cleveland, Ohio 44113

CONTRACT PRICE: \$2,257,588.70

CONTRACT
ENCUMBRANCE NO. CE1100176-01

INDEX CODE SE496000
OBJECT CODE 0278
USER CODE
GRANT/DETAIL
PROJECT/DETAIL

Cuyahoga County, Ohio

WITH

Cuyahoga County Prosecuting Attorney's Office

FOR

Title IV-D Child Support services for the Cuyahoga
Support Enforcement Agency

Time Period: 1/1/2011 – 12/31/2011

Contact Person: Kestra Smith
Telephone: (216) 443-8617

I hereby certify that the money required for the County's proportion of this Contract in the sum of \$2,257,588.70 is in the Treasury to the credit of the fund from which it is to be drawn, or has been levied and placed on the duplicate, and in process of collection and not appropriated for any other purpose.

County Auditor
by Deputy County Auditor

I hereby approve of the legal form and correctness of the within contract.

County Prosecutor William D. Mason
by Assistant Prosecuting Attorney

Date Approved 3/8/2011

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 Cuyahoga County Child Support Enforcement Agency (hereafter "CSEA") enters into this IV-D Contract with Court of Common Pleas, Division Of Domestic Relations (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 01/01/2011 through 12/31/2011, 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: A "support action disposition", which shall be defined as any Court case, motion, or other action provided for in the Ohio Revised Code relating to the establishment, modification or enforcement of a child support obligation, and which is journalized by the Domestic Relations Court .

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 <i>RBS</i>	Initials of Authorized Court Representative <i>DP</i>
--	--

4. IV-D Contract Costs:

- 4A. **Unit Rate:** The Unit Rate for this IV-D Contract is \$319.85 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 \$3,155,011.35 (66% = \$2,082,307.49 reimbursement to Domestic Relations Court; 34% = \$1,072,703.86)

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	\$1,072,703.86	Local Sources
FFP Reimbursement	\$2,082,307.49	
Total IV-D Contract Cost	\$3,155,011.35	

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 8:30 am and 4:30 on the following days Monday thru Friday with the exception of the following days: New Year's Day; Martin Luther King Day; President's Day; Memorial Day; Independence Day; Labor Day; Columbus Day; Veteran's Day; Thanksgiving Day; the day after Thanksgiving; Christmas Day.
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 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. **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 <i>Richard Werner</i>	Printed Name of CSEA's Representative Richard Werner
Date of Signature 2/18/11	

Signature of Contractor's Representative <i>Diane M. Paños</i>	Printed Name of Contractor's Representative Diane M. Paños
Date of Signature 2/17/2011	Printed Street Address of Contractor 1 W Lakeside Ave., Suite 135
Printed Title of Contractor's Representative Administrative Judge	Printed City, State, and Zip Code of Contractor Cleveland, OH 44113-1023

Signature of County Commissioner or Representative <i>EJ</i>	Date of Signature 3/25/11
Signature of County Commissioner or Representative Edward FitzGerald	Date of Signature
Signature of County Commissioner or Representative County Executive	Date of Signature
Signature of Prosecutor, if required by County Commissioners	Date of Signature

Domestic Relations Court 2011 Performance Standards

1. Domestic Relations Court shall have the Client in any Non-IV-D Child Support Case complete an "Application For Title IV-D Services" form prior to a hearing taking place, to enable the Hearing and subsequent issuance of a Journal Entry to be billable under this Contract.
2. Domestic Relations Court shall forward a completely filled out "Application For IV-D Services" form signed by the Custodial Parent via the Inter-County mail service no later than the day following the signature date, as it not valid until received by the CSEA.
3. Domestic Relations Court shall report the status, on a monthly basis by referral tracking number, of all actions submitted to them for processing.
4. The appropriate personnel having authority over Domestic Relations Court activity shall attend all scheduled meetings with the CSEA.
5. Domestic Relations Court shall accept and journalize CSEA's verified balances as noted in the Support Enforcement Tracking System (SETS). This shall eliminate the requirement for the CSEA to complete and submit a receipt calculation for Emancipation, Lump Sum and/or Motion packets for verified balances. Receipt calculations will continue to be submitted for unverified balances in SETS.
6. Domestic Relations Court shall itemize journalized arrears by type, i.e., amount due Payee, amount due ODJFS, amount due CSEA, etc., on all applicable CSEA related Orders. This requires that the Domestic Relations Court utilize the itemized arrears balances if contained in the CSEA packet that was submitted to the Court.
7. For any Termination Order that Domestic Relation Court issues, if the Obligee has received an overpayment of child support, this fact must be indicated in the Order, along with the amount of the overpayment also being indicated.

GOVERNMENTAL CONTRACTOR IV-D CONTRACT BUDGET

Summary Sheet		
County:	Cuyahoga County/18	
Governmental Contractor:	Domestic Relations Court	
Type of IV-D Contract:	Magistrates Services	
I. Staff		
		Estimated Amount
	A. Salaries	\$1,420,897.28
	B. Payroll Related Expenses	\$778,033.98
	Total Staff Costs	\$2,198,931.26
II. Operations		
	A. Travel and Short Term Training	\$7,842.00
	B. Consumable Supplies	\$8,568.00
	C. Occupancy Costs	\$519,960.30
	D. Indirect Costs	\$77,448.60
	E. Contract and Professional Services	\$186,676.05
	F. Miscellaneous	\$145,110.74
	Total Operations Costs	\$945,605.69
III. Equipment		
	A. Equipment Subject to Depreciation	\$1,974.40
	B. Equipment Purchases	\$8,500.00
	C. Leased and Rented Equipment	\$0.00
	Total Equipment Costs	\$10,474.40
	Sub-Total of All Costs	\$3,155,011.35
IV. MINUS Fees Collected by the Contractor		
	Total Expenses	\$3,155,011.35

I.B. Payroll Related Expenses

Type	Percentage	Salary	Amount Applied to Budget
OPERS or Social Security	14.00%	\$1,420,897.28	\$198,925.62
Workers' Compensation/Unemployment Insurance	85.00%	\$23,991.00	\$20,392.35
Retirement Expense/Medicare	1.45%	\$1,420,897.28	\$20,603.01
Hospitalization Insurance Premium			\$371,390.00
Other ERIP			\$166,723.00
Other			
Other			
Other			
Other			
Other			
Total Payroll Related Expenses			\$778,033.98

Notes:
 OBM Provided Hospitalization: \$371,390; ERIP: \$166,723; Worker's Comp: \$23,991.

II.A. Travel and Short Term Training

Type	Mileage rate	Miles	Total mileage	Prorate %	Amount Applied to Budget
Mileage Reimbursement	\$0.445	4247	\$1,890.00		\$1,890.00
Short Term Training					
Other	Trans. & Travel Seminar		\$5,952.00	100.00%	\$5,952.00
Other				100.00%	
Other					
Total Travel and Short Term Training					\$7,842.00

Notes:

II.B. Consumable Supplies

Type	Amount	Prorate %	Amount Applied to Budget
Office Supplies	\$10,080.00	85.00%	\$8,568.00
Cleaning Supplies			
Other			
Other			
Other			
Other			
Total Consumable Supplies			\$8,568.00

Notes:
 Total Office Supplies of \$10,080 for Sub-Object 201 and 370.

II.C. Occupancy Costs

	Amount	Prorate %	Amount Applied to Budget
Rental at [REDACTED] per square foot: [REDACTED]	\$0.00		
or			
Usage allowance/depreciation at % rate of original acquisition cost by Program Square Footage Percentage (Program Square Footage ÷ Provider Square Footage)			\$505,863.90
Maintenance and Repairs			
Utilities (if not included in rent)			
Heat and Light			
Telephone	\$16,578.00		
Water			
Other: Telephone	\$16,584.00	85.00%	\$14,096.40
Other:			
Other:			
Total Occupancy Costs			\$519,960.30

Notes:
Occupancy= OBM allocation for 2011 (DR391052/2 + DR495515) @ 85% = (\$725,760/2 + \$232,254) @85% = \$505,863.90. Telephone charges billed in 2010 to the Bureau of Support were (\$16,584.00) @ 85% = \$14,096.40. We anticipate the the same expenses in 2011.

II.D. Indirect Costs

Category	CAP Amount	Prorate %	Amount Applied to Budget
County Administrator	\$2,928.00	85.00%	\$2,488.80
Commissioner's OBM	\$4,030.00	85.00%	\$3,425.50
County Archives	\$6,797.00	85.00%	\$5,777.45
Benefits Admin.	\$98.00	85.00%	\$83.30
Auditors Office	\$1,864.00	85.00%	\$1,584.40
Treasurers Office	\$2,567.00	85.00%	\$2,181.95
Risk and Property Bonding Insurance	\$315.00	85.00%	\$267.75
Professional Services	\$1,678.00	85.00%	\$1,426.30
Building Improvement Use Charge	\$67,078.00	85.00%	\$57,016.30
Roll Forward	\$3,761.00	85.00%	\$3,196.85
Total Indirect Costs			\$77,448.60

Notes
 Documentation Supplied by OBM

II.F. Miscellaneous

Description	Amount	Prorate %	Amount Applied to Budget
Information Services Center - OBM	\$113,653.00	85.00%	\$96,605.05
Equipment Repair budget	\$84.00	85.00%	\$71.40
Legal Publications	\$8,880.00	85.00%	\$7,548.00
Cell Phones	\$845.52	85.00%	\$718.69
Copiers	\$6,516.00	85.00%	\$5,538.60
County Postage	\$30,948.00	85.00%	\$26,305.80
Printing	\$9,792.00	85.00%	\$8,323.20
Total Miscellaneous Costs			\$145,110.74

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
Software Windows XP	New	10/10/2004	40	\$142.65	\$0.00	\$5,706.00	10	50.00%	\$285.30
Software Microsoft Office	New	2/10/2005	62	\$294.87	\$0.00	\$18,281.94	10	50.00%	\$914.10
Hardware hp Compaq Server	New	4/1/2010	1	\$6,000.00	\$0.00	\$6,000.00	5	50.00%	\$600.00
Software Uniface	New	12/1/2002	1	\$3,500.00	\$0.00	\$3,500.00	10	50.00%	\$175.00
Total Equipment Depreciation Charges									\$1,974.40

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 - no

2 - yes

1

Carried over from Page 1 ▼

\$3,155,011.35

Total Expenses

÷

Divided by

9,864

Total Operating Units
Produced by Principal
Staff

=

Equals

\$319.85

Unit Rate

\$319.85

Unit Rate

X

Multiplied by

9,864

Total Units of Service
Purchased

=

Equals

\$3,155,011.35

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) 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.
- (3) 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.
- (4) 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.
- (5) 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.
- (6) 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.
- (7) No work involving Federal tax information furnished under this contract will be subcontracted without prior written approval of the IRS.
- (8) 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.
- (9) The Agency will have the right to void the contract if the contractor fails to provide the safeguards described above.

<10> <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.

(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 shall have the right to send its officers and employees into the offices and plants of the contractor for inspection of the facilities and operations provided for the performance of any work under this contract. On the basis of such inspection, specific measures 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:

(1) 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.

Cuyahoga County Domestic Relations Court

Printed Name of Contractor or Company

Diane M. Palos
Signature of Contractor's Representative

2/17/2011
Date

Diane M. Palos, Administrative Judge

Printed Name of Contractor's Representative

J. L. Viviani
Signature of Witness

2/17/2011
Date

James L. Viviani, Court Administrator

Printed Name of Witness