

Invitation to Bid
For the Ottawa County Department of Job and Family Services
Attorney Services

Issue Date: August 31, 2012

Closing Date: 10:00 a.m., September 28, 2012

Contact Person:

Stephanie Kowal
Ottawa County Department of Job and Family Services
8043 W. State Route 163, Suite 200
Oak Harbor, Ohio 43449
(419)898-3688
1-800-665-1677
kowals@odjfs.state.oh.us

**Ottawa County Job and Family Services: Attorney Services
Invitation to Bid Timeline**

Activity	
Release of Invitation to Bid for Attorney Services	8:00 a.m., Friday, August 31, 2012
Due Date for Sealed Bids	10:00 a.m., Friday, September 28, 2012
Proposal Opening	10:05 a.m., Friday, September 28, 2012
Contract Period	October 1, 2012 – September 30, 2013 Option to renew at same terms and conditions: October 1, 2013 – September 30, 2014

I. Background

Whereas the Ottawa County Department of Job and Family Services (hereafter referred to as OCDJFS), is seeking to procure costs for attorney services in the Child Support Enforcement Agency division, OCDJFS is hereby issuing a formal Invitation to Bid, to all qualified prospective vendors. A minimum of two vendors will be selected, in order to avoid any conflict of interest in previous representation. Please note that OCDJFS is a governmental entity, and is exempt from state sales tax.

The closing date for Bids is 10:00 a.m., Friday, September 28, 2012. Bids must be received by the closing date and time, at the Ottawa County Department of Job and Family Services, 8043 W. State Route 163, Suite 200, Oak Harbor, Ohio 43449, Attention: Stephanie Kowal. A public Bid opening will be held at 10:05 a.m., Friday, September 28, 2012, in the Administrative Conference Room of the Ottawa County Department of Job and Family Services (same address).

The following attachments specify all components and expectations of this Request:

- Invitation to Bid
- Attachment A: Cover Page requirements for Bids
- Attachment B: Checklist for Bids
- Attachment C: Competitive Bid Affidavit
- Attachment D: Representations, Assurances, and Certifications
- Attachment E: Declaration of Material Assistance
- Attachment F: Affidavit in Compliance with Sections 3517.13, 9.24 and 5719.042 of the Ohio Revised Code
- Attachment G: Ohio Department of Job and Family Services IV-D Contract Template
- Attachment H: Ohio Department of Job and Family Services Contract Instructions
- Attachment I: Ohio Department of Job and Family Services Security Addendum
- Attachment J: Ohio Department of Job and Family Services Monthly Invoice

II. Minimum Specifications

It is anticipated that total IV-D activity (between two providers) will average 20 hours per week. Bids must demonstrate ability to meet each of the following minimum specifications:

1. Represent OCDJFS in Common Pleas and Juvenile Court on all manner of child support establishment and enforcement issues, without conflict of interest on parties named in case(s).
2. Identify when conflicts of interest are present on referred cases, and notify Agency.
3. Meet monthly with child support staff to provide updates on cases referred for legal activity.
4. Participate in meetings between OCDJFS, other OCDJFS contracted attorney(s), and the Courts, relative to child support matters, as needed.
5. Complete Ohio Department of Job and Family Services requirements for accessing State network for Novel, Groupwise (email), and State Enforcement Tracking System (SETS).
6. Utilize SETS system to access case specific information to prepare for legal activities and document activities in electronic case files.
7. Complete and submit monthly invoices by the 15th day of the month following month service were provided. Invoices will include billable hours (rounded to 15 minute increments), case name, case number, activity description, hourly rate and total amount due. See Attachment J for sample invoicing template.
8. Narrative should outline years of experience practicing law in the State of Ohio, as well as direct experience in the establishment or enforcement of child support activities.

IV. Completing and Submitting Sealed Bids

1. Bid Costs. Vendors are responsible for any and all costs related to preparing and submitting Bids for this Request.
2. Closing Date for Sealed Bids. The closing date and time for receipt of Bids is **10:00 a.m., Friday, September 28, 2012**. Any Bid not received by the Ottawa County Department of

Job and Family Services by the time and date, will not be considered.

3. Number of Copies. Entities interested in submitting Bids must submit in the format of ONE original and ONE electronic copy. All proposal materials must be submitted in one sealed package.
4. Bid Format. Bids must be typewritten (no smaller than 12 pt. font), single spaced, and single sided, on standard 8 ½ X 11 inch plain white paper.
5. Submission of Bids. Bids must be submitted in a sealed package. The entity submitting Bid assumes full responsibility for the selection of method of delivery for the package. All Bids will be marked with the date and time of receipt. A receipt of delivery will be provided to the entity submitting Bid, only upon request. Bids shall be accepted unconditionally, and without alteration or correction. Withdrawals of Bids, before the closing date and time, are permitted upon written request to the address below. **All Bids must be received on or before 10:00 a.m., Friday, September 28, 2012, and addressed to:**

**Ottawa County Department of Job and Family Services
8043 W. State Route 163, Suite 200
Oak Harbor, Ohio 43449
Attention: Stephanie Kowal**

At 10:05 a.m., Friday, September 28, 2012, all submitted Bids for Attorney Services will be opened publicly in the Director's Conference Room of the Ottawa County Department of Job and Family Services (same address), and summary information will be read aloud. All information contained in the selected proposal will become part of the purchase agreement, unless otherwise negotiated by the OCDJFS.

Questions. Questions regarding this Invitation to Bid can be directed to Stephanie Kowal, in writing. Contact may be made by fax (419)-898-2048, Email (kowals@odjfs.state.oh.us), or U.S. mail (address listed above)

V. Bid Format

Bids must be assembled according to the following outline and format. The forms necessary to provide the referenced information are included in the Attachments to this Invitation to Bid. Failure to follow the outline may result in rejection of the proposal.

1. Invitation to Bid Cover Page, with name of entity submitting Bid, entity federal ID number, address, contact person, telephone number, proposed hourly rate. (See Attachment A)

2. Checklist for submitting Bid (See Attachment B)
3. Competitive Bid Affidavit (See Attachment C)
4. Representations, Assurances and Certifications (See Attachment D)
5. Declaration of Material or Non-Material Assistance (See Attachment E)
6. Affidavit in Compliance with Sections 3517.13, 9.24 and 5719.042 of the Ohio Revised Code (See Attachment F)
7. Certificate of Liability Insurance
8. Narrative

VI. Bid Evaluation and Selection

Bids will be rated against a total value of 100 possible points. Selection of Two Vendors will be awarded to the lowest and best Bids. Lowest and best will be determined by the Ottawa County Department of Job and Family Services.

OCDJFS reserves the right to reject any and all bids submitted, and retract entire Invitation to Bid. The Vendor will be selected from the bid(s) that offer the lowest price and best quality options to this agency.

This Invitation to Bid does not constitute an offer. Acceptance of Bids for review does not commit the OCDJFS to award a contract, nor is the OCDJFS liable for any costs incurred in the preparation of a Bid. A written notice of the award will be sent to the selected Vendor, by the OCDJFS. This will constitute official notification of selection of the Bid.

Continued on following page...

All Bids will be rated in accordance with the following rating scale:

ATTORNEY SERVICES BID SELECTION RATING TOOL		
Criteria	Points Available	Points Rated
Met requirements for Proposal Submission:	PASS/ FAIL	
Hourly Rate	50	
Experience practicing law in the State of Ohio.	25	
Experience with child support litigation.	25	
Total	100	
Comments:		

ATTACHMENT A – Cover Page

Bid for Purchase of Attorney Services

<i>Name of Vendor:</i>	
<i>Federal ID Number:</i>	
<i>Address of Vendor:</i>	
<i>Phone/ FAX of Vendor:</i>	
<i>Contact Person:</i>	
<i>Hourly Rate:</i>	

Attachment B - Checklist for Submitting Bid

All Vendors responding to this Invitation to Bid must include the following:

- Cover page with summary information
- Checklist for Submitting Competitive Bid
- Competitive Bid Affidavit
- Representations, Assurances and Certifications
- Declaration of Material or Non-Material Assistance
- Affidavit in Compliance with Sections 3517.13, 9.24 and 5719.042 of the Ohio Revised Code
- Narrative

Attachment C - COMPETITIVE SEALED BID AFFIDAVIT
State of Ohio

I, _____, _____,
(Name of person signing affidavit) (Title)

swear that _____
(Name of Individual, Corporation, or Organization)

(NON-COLLUSION AFFIDAVIT) its agents, officers, or employees have not directly, nor indirectly, entered into any agreements, participated in any collusion, nor taken any action to restrain free competition in connection with this proposal.

(NON-DISCRIMINATION AFFIDAVIT) its agents, officers or employees will not discriminate in the hiring of employees for work under this proposal or in providing services sent forth in this proposal on the basis of race, color, religion, sex, age, disability, national origin or ancestry, or political affiliation or belief.

(PERSONAL PROPERTY TAX DELINQUENCY STATEMENT) The organization is not now charged with any delinquent personal property taxes on the general tax list of personal property of the county. If such delinquency is now charged, a statement setting forth the unpaid delinquent taxes and any due and unpaid penalties and interest now follows:

(CERTIFICATION). The information contained in this Bid fairly represents the organization and its proposed operating plans and price for the Specifications described in the Invitation to Bid for attorney services. I acknowledge that I have read and understand the requirements and provisions of this Invitation to Bid, and this organization is prepared to provide the Specifications, as identified in the Bid.

I further certify that all information contained in this Bid is true and correct, and shall be open to verification, should the Ottawa County Department of Job and Family Services choose to do so.

I certify that I am authorized to sign the attached Bid, and to commit this organization to the provisions described in the Specifications, and other provisions contained in the Invitation to Bid. Furthermore, I can and do certify that this is a firm offer to complete the items outlined in the Invitation to Bid.

Finally, I do certify that this organization is not currently involved in any state of formal bankruptcy proceedings.

Signature of Authorized Representative of Entity Submitting Proposal Date

Sworn to and subscribed before me this _____ day of _____

(Notary Public)

My Commission Expires: _____

_____, Ohio.

Attachment D - REPRESENTATIONS, ASSURANCES, AND CERTIFICATIONS

1. Company Name: _____
2. Company Address: _____
3. Telephone Number: _____ FAX: _____
4. The name and telephone number of the person(s) who has the authority to submit proposals:

5. The name and telephone number of the person(s) who has the authority to sign contracts:

6. The legal status of the entity submitting proposal's organization (e.g. corporation, sole proprietor ship, post-secondary education institution, etc.)

7. Date of establishment/ incorporation: _____
8. Federal Employer Identification Number (FEIN): _____
9. Worker's Compensation Account Number: _____
10. Unemployment Insurance Account Number: _____
11. Is the company co-owned or controlled by a parent company? Yes No
If yes, name of parent company: _____
12. Is the vendor authorized/ licensed to do business in the state of Ohio? Yes No
13. Is the vendor bound by Federal, State, or local Affirmative Action or Equal Employment Opportunity rules? Yes No
If yes, has the company filed all required EEO reports to the necessary agencies? Yes No

14. The company certifies that it is not debarred nor suspended under Federal and State rulings from receiving federal funds. Yes No
15. Does the company have current or future plans for a buyout or sale? Yes No
16. The company certifies that it will not enter into contracts with subcontractors who are debarred or suspended from such transactions to complete work related to this Request for Proposals. Yes No
17. The company certifies it will not use the contract funds to lobby? Yes No
18. The company certifies it is a drug-free work place? Yes No
19. The company certifies it is not delinquent on any Federal debt? Yes No
20. The company certifies that it does not have any Findings for Recovery with the State of Ohio Auditor. Yes No

Attachment E

***** FOR INSTRUCTIONAL USE ONLY *****

READ BEFORE COMPLETING YOUR DMA FORM

Forms not conforming to the specifications listed below or not submitted to the appropriate agency or office will not be processed.

- To complete this form, you will need a copy of the Terrorist Exclusion List for reference. The Terrorist Exclusion List can be found on the Ohio Homeland Security Web site at the following address:

<http://www.homelandsecurity.ohio.gov/dma/dma.asp>

- Be sure you have the correct DMA form. If you are applying for a state issued license, permit, certification or registration, the "State Issued License" DMA form must be completed (HLS 0036). If you are applying for employment with a government entity, the "Public Employment" DMA form must be completed (HLS 0037). If you are obtaining a contract to conduct business with or receive funding from a government entity, the "Government Business and Funding Contracts" DMA form must be completed (HLS 0038).
- Your DMA form is to be submitted to the issuing agency or entity. "Issuing agency or entity" means the government agency or office that has requested the form from you or the government agency or office to which you are applying for a license, employment or a business contract. For example, if you are seeking a business contract with the Ohio Department of Commerce's Division of Financial Institutions, then the form needs to be submitted to the Department of Commerce's Division of Financial Institutions. Do NOT send the form to the Ohio Department of Public Safety UNLESS you are seeking a license from or employment or business contract with one of its eight divisions listed below.
- Department of Public Safety Divisions:

Administration	Ohio Homeland Security*
Ohio Bureau of Motor Vehicles	Ohio Investigative Unit
Ohio Emergency Management Agency	Ohio Criminal Justice Services
Ohio Emergency Medical Services	Ohio State Highway Patrol
- * DO NOT SEND THE FORM TO OHIO HOMELAND SECURITY UNLESS OTHERWISE DIRECTED. FORMS SENT TO THE WRONG AGENCY OR ENTITY WILL NOT BE PROCESSED.

***** FOR INSTRUCTIONAL USE ONLY *****



GOVERNMENT BUSINESS AND FUNDING CONTRACTS
 In accordance with section 2909.33 of the Ohio Revised Code

DECLARATION REGARDING MATERIAL ASSISTANCE/NONASSISTANCE TO A TERRORIST ORGANIZATION

This form serves as a declaration by an applicant for a government contract or funding of material assistance/nonassistance to an organization on the U.S. Department of State Terrorist Exclusion List ("TEL"). Please see the Ohio Homeland Security Division Web site for a copy of the TEL.

Any answer of "yes" to any question, or the failure to answer "no" to any question on this declaration shall serve as a disclosure that material assistance to an organization identified on the U.S. Department of State Terrorist Exclusion List has been provided. Failure to disclose the provision of material assistance to such an organization or knowingly making false statements regarding material assistance to such an organization is a felony of the fifth degree.

For the purposes of this declaration, "material support or resources" means currency, payment instruments, other financial securities, funds, transfer of funds, financial services, communications, lodging, training, safe houses, false documentation or identification, communications equipment, facilities, weapons, lethal substances, explosives, personnel, transportation, and other physical assets, except medicine or religious materials.

COMPLETE THIS SECTION ONLY IF YOU ARE AN INDEPENDENT CONTRACTOR

LAST NAME		FIRST NAME		MI
HOME ADDRESS				
CITY	STATE	ZIP	COUNTY	
HOME PHONE		WORK PHONE		

COMPLETE THIS SECTION ONLY IF YOU ARE A COMPANY, BUSINESS OR ORGANIZATION

BUSINESS/ORGANIZATION NAME			PHONE	
BUSINESS ADDRESS				
CITY	STATE	ZIP	COUNTY	
BUSINESS/ORGANIZATION REPRESENTATIVE NAME			TITLE	

DECLARATION

In accordance with section 2909.32 (A)(2)(b) of the Ohio Revised Code

For each question, indicate either "yes," or "no" in the space provided. Responses must be truthful to the best of your knowledge.

- Are you a member of an organization on the U.S. Department of State Terrorist Exclusion List? Yes No
- Have you used any position of prominence you have with any country to persuade others to support an organization on the U.S. Department of State Terrorist Exclusion List? Yes No
- Have you knowingly solicited funds or other things of value for an organization on the U.S. Department of State Terrorist Exclusion List? Yes No
- Have you solicited any individual for membership in an organization on the U.S. Department of State Terrorist Exclusion List? Yes No
- Have you committed an act that you know, or reasonably should have known, affords "material support or resources" to an organization on the U.S. Department of State Terrorist Exclusion List? Yes No
- Have you hired or compensated a person you knew to be a member of an organization on the U.S. Department of State Terrorist Exclusion List, or a person you knew to be engaged in planning, assisting, or carrying out an act of terrorism? Yes No

If an applicant is prohibited from receiving a government contract or funding due to a positive indication on this form, the applicant may request the Ohio Department of Public Safety to review the prohibition. Please see the Ohio Homeland Security Web site for information on how to file a request for review.

CERTIFICATION

I hereby certify that the answers I have made to all of the questions on this declaration are true to the best of my knowledge. I understand that if this declaration is not completed in its entirety, it will not be processed and I will be automatically disqualified. I understand that I am responsible for the correctness of this declaration. I understand that failure to disclose the provision of material assistance to an organization identified on the U.S. Department of State Terrorist Exclusion List, or knowingly making false statements regarding material assistance to such an organization is a felony of the fifth degree. I understand that any answer of "yes" to any question, or the failure to answer "no" to any question on this declaration shall serve as a disclosure that material assistance to an organization identified on the U.S. Department of State Terrorist Exclusion List has been provided by myself or my organization. If I am signing this on behalf of a company, business or organization, I hereby acknowledge that I have the authority to make this certification on behalf of the company, business or organization referenced above on of this declaration.

APPLICANT SIGNATURE X	DATE
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Revised November 24, 2010

Current List of Designated Foreign Terrorist Organizations

1. Abu Nidal Organization (ANO)
2. Abu Sayyaf Group (ASG)
3. Al-Aqsa Martyrs Brigade (AAMS)
4. Al-Shabaab
5. Ansar al-Islam (AAI)
6. Asbat al-Ansar
7. Aum Shinrikyo (AUM)
8. Basque Fatherland and Liberty (ETA)
9. Communist Party of the Philippines/New People's Army (CPP/NPA)
10. Continuity Irish Republican Army (CIRA)
11. Gama'a al-Islamiyya (Islamic Group)
12. HAMAS (Islamic Resistance Movement)
13. Harakat ul-Jihad-i-Islami/Bangladesh (HUJI-B)
14. Harakat ul-Mujahidin (HUM)
15. Hizballah (Party of God)
16. Islamic Jihad Union (IJU)
17. Islamic Movement of Uzbekistan (IMU)
18. Jaish-e-Mohammed (JEM) (Army of Mohammed)
19. Jemaah Islamiya organization (JI)
20. Kahane Chai (Kach)
21. Kata'ib Hizballah (KH)
22. Kongra-Gel (KGG, formerly Kurdistan Workers' Party, PKK, KADEK)
23. Lashkar-e Tayyiba (LT) (Army of the Righteous)
24. Lashkar i Jhangvi (LJ)
25. Liberation Tigers of Tamil Eelam (LTTE)
26. Libyan Islamic Fighting Group (LIFG)
27. Moroccan Islamic Combatant Group (GICM)
28. Mujahedin-e Khalq Organization (MEK)
29. National Liberation Army (ELN)
30. Palestine Liberation Front (PLF)
31. Palestinian Islamic Jihad (PIJ)
32. Popular Front for the Liberation of Palestine (PFLP)
33. PFLP-General Command (PFLP-GC)
34. al-Qaida in Iraq (AQI)
35. al-Qa'ida (AQ)
36. al-Qa'ida in the Arabian Peninsula (AQAP)
37. al-Qaida in the Islamic Maghreb (formerly GSPC)
38. Real IRA (RIRA)
39. Revolutionary Armed Forces of Colombia (FARC)

40. Revolutionary Organization 17 November (17N)
41. Revolutionary People's Liberation Party/Front (DHKP/C)
42. Revolutionary Struggle (RS)
43. Shining Path (Sendero Luminoso, SL)
44. United Self-Defense Forces of Colombia (AUC)
45. Harakat-ul Jihad Islami (HUJI)
46. Tehrik-e Taliban Pakistan (TTP)
47. Jundallah

Attachment F

EXHIBIT ORC

Affidavit in Compliance with Sections 3517.13, 9.24 and 5719.042 of the Ohio Revised Code

STATE OF OHIO

SS:

COUNTY OF _____

Personally appeared before me the undersigned, as an individual or as a representative of _____ (Vendor) for a contract for _____ (Type of Product or Service) to be let by the County of Ottawa, who, being duly cautioned and sworn, makes the following statement with respect to prohibited activities constituting a conflict of interest or other violations under Ohio Revised Code (O.R.C.) Sections 3517.13, 9.24 and 5719.042, and further states that the undersigned has the authority to make the following representation on behalf of himself or herself or of the Vendor:

1. That none of the following has **individually** made after April 4, 2007, and that, if awarded a contract for the purchase of goods or services with a cost aggregating more than \$10,000.00 in a calendar year, none of the following **individually** will make, beginning on the date the contract is awarded and extending until one year following the conclusion of the contract, as an individual, one or more campaign contributions totaling in excess of \$1,000.00, to any member of the Ottawa County Board of Commissioners or their individual campaign committees:
 - a. myself (if applicable);
 - b. any partner or owner or shareholder of the partnership (if applicable);
 - c. any owner of more than 20% of the corporation or business trust (if applicable);
 - d. each spouse of any person identified in (a) through (c) of this section;
 - e. each child seven years of age to seventeen years of age of any person identified in divisions (a) through (c) of this section (only applicable to contributions made on or after January 1, 2007).

2. That none of the following have **collectively** made after April 4, 2007, and that, if awarded a contract for the purchase of goods or services with a cost aggregating more than \$10,000.00 in a calendar year, none of the following **collectively** will make, beginning on the date the contract is awarded and extending until one year following the conclusion of the contract, one or more campaign contributions totaling in excess of \$2,000.00, to any member of the Ottawa County Board of Commissioners or their individual campaign committees:
 - a. myself (if applicable);
 - b. any partner or owner or shareholder of the partnership (if applicable);
 - c. any owner of more than 20% of the corporation or business trust (if applicable);
 - d. each spouse of any person identified in (a) through (c) of this section;
 - e. each child seven years of age to seventeen years of age of any person identified in divisions (a) through (c) of this section;
 - f. any political action committee affiliated with any person identified in divisions (a) through (c) of this section.

3. This representation applies if the contract is estimated to exceed \$25,000.00 or if the aggregate of multiple contracts between Ottawa County and Vendor exceed \$50,000.00 within the fiscal year prior to the fiscal year within which this contract is being entered.

The Vendor affirmatively represents and warrants to Ottawa County that it is not subject to a finding for recovery under O.R.C. 9.24, or that it has taken appropriate remedial steps required under O.R.C. 9.24 or otherwise qualifies under that section. The Vendor agrees that if this representation or warranty is deemed to be false, the Agreement shall be void *ab initio* as between the parties to this Agreement, and any funds paid by Ottawa County hereunder immediately shall be repaid to Ottawa County or an action for recovery immediately may be commenced by Ottawa County for recovery of said funds.

4. This representation applies to any contract let by competitive bid (O.R.C. 5719.042).

Vendor was not charged at the time the bid was submitted with any delinquent personal property taxes on the general tax list of personal property of Ottawa County.

5. Vendor understands that Ottawa County includes the Ottawa County Board of

Commissioners or any other public official having ultimate responsibility for the award of the contract.

Vendor

by: _____
Signature

Typed/Printed Name and Title

Sworn to before me and subscribed in my presence this _____ day of _____,
20____.

Notary Public

Attachment G

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 <county> County Child Support Enforcement Agency (hereafter "CSEA") enters into this IV-D Contract with <contractor> (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:

- IV-D Contract Period:** The IV-D Contract is effective from <mm/dd/ccyy> through <mm/dd/ccyy>, 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.
- 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: <describe the unit of service>.

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).

- 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 \$<dollar amount> 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 \$<100% of IV-D contract cost>

- 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	\$<\$ amount>	Local Sources
FFP Reimbursement	\$<\$ amount>	
Total IV-D Contract Cost	\$<\$ amount>	

- 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 <beginning hour> and <ending hour> on the following days <days> with the exception of the following days: <holidays or other days closed>.
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 <name>
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