

5101:12-1-80.1 **Completing the IV-D contract.**

(A) The child support enforcement agency (CSEA) is responsible for the contents of the IV-D contract and all incorporated IV-D contract documents, regardless of whether the IV-D contract documents were prepared by the CSEA, the contractor, or another entity.

(B) The following IV-D contract terms must be agreed upon by the parties to the IV-D contract and completed by the CSEA, the contractor, or another entity:

(1) IV-D contract period.

The IV-D contract period is for twelve months or less. When the IV-D contract period is less than twelve months, the CSEA may amend the IV-D contract to extend the IV-D contract period through the remainder of the twelve-month period or enter into a new IV-D contract for a period of twelve months or less.

(2) Unit of service.

(a) The unit of service represents the product that the CSEA is purchasing from the contractor. The CSEA and contractor shall ensure that the unit of service is:

(i) Clearly defined in the IV-D contract;

(ii) Able to be accurately counted and measured;

(iii) Related to the objectives of the support enforcement program;

(iv) Eligible for federal financial participation (FFP) reimbursement;
and

(v) Provided to, for, or on behalf of a IV-D case.

(b) In a IV-D contract with a court for magistrate services, the unit of service must be defined as:

(i) An hour;

(ii) A court order that has been filed with the clerk of court; or

(iii) A court hearing presided over by a magistrate.

(c) In a IV-D contract with a clerk of court, a unit of service must be defined as a filing of a CSEA initiated document.

(d) In a IV-D contract with a sheriff for services other than service of process, a unit of service must be defined as an hour.

(e) In a IV-D contract with a prosecutor or private attorney for legal services, a unit of service must be defined as an hour.

(f) In a IV-D contract with a private entity for a service other than legal services, a unit of service must be defined according to the standard definition of a unit of service for that industry.

(3) Optional purchase of non-CSEA initiated activities.

In a IV-D contract with a court to provide magistrate services, the CSEA may elect to purchase:

(a) Only CSEA initiated activities; or

(b) Both CSEA initiated activities and non-CSEA initiated activities.

(4) IV-D contract costs.

(a) Unit rate.

(i) In a IV-D contract with a private entity, the unit rate is determined through the procurement process.

(ii) In a IV-D contract with a governmental entity:

(a) The governmental entity is prohibited from earning a profit or other increment above allowable costs from the IV-D contract.

(b) For purposes of calculating the unit rate, the following definitions apply:

- (i) "Dedicated unit" means the contractor has staff within a separately designated operational unit whose only duties are to perform activities under the IV-D contract.
 - (ii) "Non-dedicated unit" means the contractor has staff whose duties include performing activities under the IV-D contract as well as other activities.
 - (iii) "Program" means services provided by either a non-dedicated unit or a dedicated unit. Costs for the program consist of the total costs associated with the production of a unit of service by that non-dedicated or dedicated unit.
- (c) In a IV-D contract with a governmental entity, the unit rate shall be calculated on the JFS 07020, "Governmental Contractor IV-D Contract Budget" (rev. 2/2009), by using an estimate of the contractor's annual costs that are eligible for federal financial participation (FFP) reimbursement and an estimate of the income generated by the provider of the program.
- (d) The contractor shall calculate the unit rate on the JFS 07020 by:
- (i) Including one hundred per cent of the costs of the principal staff of the non-dedicated unit.
 - (ii) Prorating the contractor's costs for staff, operations, and equipment.
 - (iii) Including an estimate of the income generated by the provider of the program.
 - (iv) Including the estimated number of total operating units to be produced by the principal staff during the IV-D contract period.
 - (v) Including the estimated number of units of service to be purchased during the IV-D contract period.

(b) Total IV-D contract cost.

- (i) The total IV-D contract cost is calculated by multiplying the unit cost by the number of units of service expected to be purchased during the IV-D contract period.
- (ii) The CSEA shall ensure that the total IV-D contract cost includes both the non-federal share and the FFP reimbursement.

(a) In a IV-D contract with a private entity:

- (i) The CSEA shall pay the non-federal share of the total IV-D contract cost;
- (ii) The contractor shall not contribute the non-federal share of the total IV-D contract cost, either in cash or in kind; and
- (iii) The FFP reimbursement shall not be considered as the total IV-D contract cost.

(b) In a IV-D contract with a governmental entity, the contractor may provide the non-federal share of the total IV-D contract cost.

- (iii) The CSEA shall not pay the contractor more than the total IV-D contract cost.

(5) Availability of funds.

The CSEA shall identify the amount and source of non-federal funds, as described in rule 5101:12-1-50 of the Administrative Code, and the amount of FFP reimbursement that is expected to be available for the reimbursement of services to the contractor.

(6) Performance standards.

- (a) The performance standards shall clearly describe the service or services that the CSEA is purchasing from the contractor and shall be:

- (i) In compliance with the requirements in 45 C.F.R. Part 303 (8/4/1989);
- (ii) Consistent with and no less stringent than the rules in division 5101:12 of the Administrative Code;
- (iii) Developed in consultation with the contractor;
- (iv) Sufficiently detailed to clearly define the expected performance;
- (v) Quantifiable; and
- (vi) Measurable and clearly specify the method and frequency of measurement.

- (b) The CSEA shall attach a document to the JFS 07018, "IV-D Contract" (~~rev. 2/2009~~rev. 11/2012) that describes the performance standards for the IV-D contract. When the contractor and CSEA are amending the performance standards of a IV-D contract, the CSEA shall attach a document to the JFS 07037, "IV-D Contract Amendment" (rev. 2/2009) that describes the amended performance standards.

(7) Access of program to public.

The CSEA and contractor shall describe when the contractor will provide services to the public.

(C) IV-D contract signatures.

- (1) The JFS 07018 and JFS 07037 shall be signed and dated by:
 - (a) The authorized representative of the CSEA;
 - (b) The authorized representative of the contractor; and
 - (c) The majority of the commissioners in the county or a person formally authorized by the commissioners to sign on their behalf.
- (2) If required by the county, the prosecutor shall also sign the JFS 07018 and JFS 07037.

(D) Amending the IV-D contract.

- (1) After a IV-D contract is in effect, the CSEA and contractor may agree to amend the IV-D contract terms as described in paragraph (B) of this rule at any time during the IV-D contract period by completing and submitting to the office of child support (OCS) the JFS 07037.
 - (a) OCS shall review the IV-D contract amendment and determine whether the amendment is acceptable for purposes of FFP reimbursement.
 - (b) OCS shall notify the CSEA of its determination.
- (2) The CSEA shall amend the IV-D contract to increase the total IV-D contract cost when the total IV-D contract cost amount is insufficient to provide services for the entire IV-D contract period and the CSEA desires to continue to purchase services for the remainder of the IV-D contract period.

(E) Modifying the IV-D contract.

Language in the JFS 07018 and JFS 07037 shall not be modified, deleted, struck out, or added, except for the following:

- (1) Before signing the IV-D contract or IV-D contract amendment, the CSEA or contractor may agree to modify the language contained in the IV-D contract or IV-D contract amendment.
 - (a) The CSEA shall submit the proposed modifications to OCS.
 - (b) OCS shall review the proposed modifications and determine whether the modifications are acceptable for purposes of FFP reimbursement.
 - (c) OCS shall notify the CSEA of its determination.
- (2) If the CSEA or contractor modifies the language in the IV-D contract or IV-D contract amendment without the agreement of both parties and acceptance from OCS, the modified IV-D contract or IV-D contract amendment will have no force or effect of law.

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Certification

Date

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