

Rule Summary and Fiscal Analysis (Part A)**Department of Job and Family Services**

Agency Name

Child Support

Division

Michael Lynch

Contact

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5101:12-1-99

Rule Number

NEW

TYPE of rule filing

Rule Title/Tag Line

**Chapter 5101:12-1 forms - Ohio support enforcement
program.****RULE SUMMARY**

1. Is the rule being filed consistent with the requirements of the RC 119.032 review? **No**

2. Are you proposing this rule as a result of recent legislation? **No**

3. Statute prescribing the procedure in accordance with the agency is required to adopt the rule: **119.03**

4. Statute(s) authorizing agency to adopt the rule: **3125.25**

5. Statute(s) the rule, as filed, amplifies or implements: **3125.03, 3125.25**

6. State the reason(s) for proposing (i.e., why are you filing,) this rule:

This rule is being proposed to consolidate the effective dates of forms within Chapter 5101:12-1 to eliminate amending rules when forms are revised.

7. If the rule is an AMENDMENT, then summarize the changes and the content of the proposed rule; If the rule type is RESCISSION, NEW or NO CHANGE,

then summarize the content of the rule:

This is a new rule that contains a compilation of forms with their effective or revised effective date referenced within various rules contained in 5101:12 of the Ohio Administrative Code, but first cited within Chapter 5101:12-1.

8. If the rule incorporates a text or other material by reference and the agency claims the incorporation by reference is exempt from compliance with sections 121.71 to 121.74 of the Revised Code because the text or other material is **generally available** to persons who reasonably can be expected to be affected by the rule, provide an explanation of how the text or other material is generally available to those persons:

This rule incorporates one or more references to another rule or rules of the Ohio Administrative Code (OAC). This question is not applicable to any incorporation by reference to another OAC rule because such reference is exempt from compliance with ORC 121.71 to 121.74 pursuant to ORC 121.76(A)(3).

This rule incorporates one or more dated references to an ODJFS form or forms. Each cited ODJFS form is dated and is generally available to persons affected by this rule via the "Info Center" link on the ODJFS web site (<http://jfs.ohio.gov/>) in accordance with ORC 121.75(E).

9. If the rule incorporates a text or other material by reference, and it was **infeasible** for the agency to file the text or other material electronically, provide an explanation of why filing the text or other material electronically was infeasible:

Not Applicable.

10. If the rule is being **rescinded** and incorporates a text or other material by reference, and it was **infeasible** for the agency to file the text or other material, provide an explanation of why filing the text or other material was infeasible:

Not Applicable.

11. If **revising** or **refiling** this rule, identify changes made from the previously filed version of this rule; if none, please state so. If applicable, indicate each specific paragraph of the rule that has been modified:

Not Applicable.

12. 119.032 Rule Review Date:

(If the rule is not exempt and you answered NO to question No. 1, provide the scheduled review date. If you answered YES to No. 1, the review date for this rule is the filing date.)

NOTE: If the rule is not exempt at the time of final filing, two dates are required: the current review date plus a date not to exceed 5 years from the effective date for Amended rules or a date not to exceed 5 years from the review date for No Change rules.

FISCAL ANALYSIS

13. Estimate the total amount by which *this proposed rule* would **increase / decrease** either **revenues / expenditures** for the agency during the current biennium (in dollars): Explain the net impact of the proposed changes to the budget of your agency/department.

This will have no impact on revenues or expenditures.

\$0.00

No impact on current budget.

14. Identify the appropriation (by line item etc.) that authorizes each expenditure necessitated by the proposed rule:

Not applicable.

15. Provide a summary of the estimated cost of compliance with the rule to all directly affected persons. When appropriate, please include the source for your information/estimated costs, e.g. industry, CFR, internal/agency:

No new costs.

16. Does this rule have a fiscal effect on school districts, counties, townships, or municipal corporations? **No**

17. Does this rule deal with environmental protection or contain a component dealing with environmental protection as defined in R. C. 121.39? **No**

S.B. 2 (129th General Assembly) Questions

18. Has this rule been filed with the Common Sense Initiative Office pursuant to

R.C. 121.82? **No**

19. Specific to this rule, answer the following:

A.) Does this rule require a license, permit, or any other prior authorization to engage in or operate a line of business? **No**

B.) Does this rule impose a criminal penalty, a civil penalty, or another sanction, or create a cause of action, for failure to comply with its terms? **No**

C.) Does this rule require specific expenditures or the report of information as a condition of compliance? **No**

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:

1. **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~~23 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: <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).

3. **Optional Purchase of Non-CSEA Initiated Activities:** In a IV-D Contract with a court for magistrate services, the CSEA may elect to purchase non-CSEA initiated activities in addition to CSEA initiated activities. If the CSEA elects to purchase non-CSEA initiated activities in addition to CSEA initiated activities, the CSEA and the court shall signify the decision by placing their initials on the lines below.

Initials of Authorized CSEA Representative	Initials of Authorized Court Representative

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. **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.
17. **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.
18. **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.
19. **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.
20. **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.
21. **Civil Rights:** The Contractor certifies compliance with rule 5101:9-2-01 of the Ohio Administrative Code.
22. **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.
23. **Termination:** This IV-D Contract may be terminated:
 - 2423A.** By mutual agreement at any time after the date on which the two parties reach their decision.
 - 2423B.** 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.
 - 2423C.** 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.
 - 2423D.** 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.
 - 2423E.** 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.
 - 2423F.** 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 2423A;
- The receipt of the written notice of termination, in accordance with paragraphs 2423B through 2423E; or
- The Contractor being disqualified or suspended from conducting business or practicing law, in accordance with paragraph 2423F.

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

ACKNOWLEDGMENT OF PATERNITY AFFIDAVIT
Ohio Revised Code Section 3111.31

(Please read the important information on this page before completing the affidavit on the reverse side)

Notice of Rights and Responsibilities and Due Process Safeguards

Completion of the Acknowledgment of Paternity affidavit is voluntary.

If a man voluntarily acknowledges a parent and child relationship by signing an acknowledgment of paternity affidavit (hereafter paternity affidavit), he assumes the parental duty of support which may be enforced through a child support order.

Both parents who sign this paternity affidavit waive any right to bring a court action to establish paternity pursuant to sections 3111.01 to 3111.18 of the Revised Code or make a request for an administrative determination of a parent and child relationship pursuant to section 3111.38 of the Revised Code, other than a court action filed for purposes of rescinding the paternity affidavit.

There are some circumstances set forth in state law under which either parent may rescind the paternity affidavit after it is signed (pursuant to sections 3111.27, 3111.28, and 3119.961 of the Revised Code). To rescind the paternity affidavit, no later than 60 days after the date of the latest signature on the acknowledgment of paternity affidavit, either parent who signed it must do both of the following:

1. Request an administrative determination of a parent and child relationship from the county child support enforcement agency in which the child, guardian or legal custodian of the child resides and
2. Send a written notice to the Central Paternity Registry to the address below that you have requested an administrative determination of a parent and child relationship, and include in the notice the name of the child support enforcement agency conducting the genetic tests.

After the 60 day period and within one year after the paternity affidavit becomes final pursuant to sections 2151.232, 3111.25 or 3111.821 of the Revised Code, either parent who signed the paternity affidavit or the alleged father may file an action with the court to rescind the paternity affidavit on the basis of fraud, duress, or material mistake of fact.

A man who is determined to be the father of a child has the right to petition a court for an order granting him reasonable parenting time with respect to the child (pursuant to section 3109.12 of the Revised Code) and petition the court for custody of the child (pursuant to section 2151.23 of the Revised Code). Pursuant to section 3109.042, an unmarried female who gives birth to a child is the sole residential parent and legal custodian of the child until a court issues an order designating another person as the residential parent and legal custodian. The court will treat the mother and father on an equal standing when making this designation.

If a child, a man, a child's mother, or a person who represents them is not sure if the man is the child's father, paternity may be established through genetic testing. Testing can be arranged, usually without charge, through the child support enforcement agency (CSEA) if a court or an administrative action to establish paternity is filed. If testing is desired, do not sign the paternity affidavit but instead contact the local CSEA and request genetic tests. If the test shows that a man is the father, the agency will then issue an administrative order establishing paternity and may proceed to determine a child support order.

Purpose of this Affidavit

The purpose of the paternity affidavit on the other side of this form is to acknowledge the legal existence of a father and child relationship through voluntary paternity establishment.

This paternity affidavit cannot be signed if another man is presumed to be the natural father of the child. Pursuant to Ohio Revised Code section 3111.03, a man is presumed to be the natural father of a child in the following circumstances:

1. A man is married to the child's mother at the time of the child's birth; or
2. A man and the child's mother were married to each other and the child is born within 300 days after the marriage is ended by court order or by the death of the man or the mother; or
3. A man and the child's mother were married to each other and the child is born after the man and the child's mother file a separation agreement in court; or
4. A man signed an Acknowledgment of Paternity Affidavit which has been filed with the Ohio Department of Job & Family Services and the Acknowledgment has not become final.

A legal father and child relationship can also be established through a court or administrative order.

Instructions

* Type or print legibly in dark blue or black ink.

* All required spaces in the child's, mother's, and father's sections must be filled out.

* Both the natural father and mother of the child are required to sign this affidavit. The affidavit may be signed without being in each other's presence. However, each parent's signature must be notarized at the time of signing by either the same notary public or different ones.

* After the affidavit has been completed, signed, and notarized, it must be sent within 10 calendar days of the last signature to the following address:

Central Paternity Registry
PO Box 183206
Columbus, OH 43218-3206

* You can contact the Central Paternity Registry if you have any questions toll free at 1-888-810-6446.

CHILD’S INFORMATION

Name: _____
(First) (Middle) (Last) (Suffix, if applicable (i.e. Jr/Sr))

Date of Birth: _____ Place of Birth: _____
(Mo/Day/Year) (City) (State) (County)

Current Residence: _____
(Full Street Address) (City) (State) (Zip)

If a birth certificate for the child has already been filed, do you now wish to change the child’s name? ☐ YES ☐ NO

If “YES”, give the child’s new name: _____
(First) (Middle) (Last) (Suffix, if applicable (i.e. Jr/Sr))

MOTHER’S AFFIRMATION
(Name at the time of child’s birth)

Name: _____ Maiden Name: _____
(First) (Middle) (Last) (If you do not have a maiden name enter N/A)

Address: _____ Date of Birth: _____
(Full Street Address) (Mo/Day/Year)

(City) (State) (Zip)

Social Security Number: _____
(If you do not have a SSN enter N/A)

You are required to provide your social security number in accordance with federal law at 42 USC 666, your social security number will be used for child support purposes only.

SIGNATURE AND NOTARIZATION

State of _____, County of _____, ss. I state under oath or by affirmation that I have read or had read to me all information on both sides of this form; that the information I have supplied for this form is true to the best of my knowledge and belief; that I have received information regarding my legal rights and responsibilities; and that I am the natural mother of the child named on this form and I assume the parental duty of support of the child.

Signature of the Mother (Please read page one (1) before signing your name) (SEAL)

Before me appeared the above named person (mother) who signed this affidavit under oath or by affirmation on this _____ day of _____, in the year _____.

Signature of Notary Public Expiration of Commission

FATHER’S AFFIRMATION

Name: _____
(First) (Middle) (Last) (Suffix, if applicable (i.e. Jr/Sr))

Address: _____ Date of Birth: _____
(Full Street Address) (Mo/Day/Year)

(City) (State) (Zip)

Place of Birth: _____ Social Security Number: _____
(City) (State) (Country/Nation) (If you do not have a SSN enter N/A)

You are required to provide your social security number in accordance with federal law at 42 USC 666, your social security number will be used for child support purposes only.

SIGNATURE AND NOTARIZATION

State of _____, County of _____, ss. I state under oath or by affirmation that I have read or had read to me all information on both sides of this form; that the information I have supplied for this form is true to the best of my knowledge and belief; that I have received information regarding my legal rights and responsibilities; that I consent to the jurisdiction of the courts of this state; and that I am the natural father of the child named on this form and I assume the parental duty of support of the child.

Signature of the Father (Please read page one (1) before signing your name) (SEAL)

Before me appeared the above named person (father) who signed this affidavit under oath or by affirmation on this _____ day of _____, in the year _____.

Signature of Notary Public Expiration of Commission

EBC #	CSEA #	Registrar #	CPR #	ODH File #
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