

COUNTY OF CUYAHOGA, OHIO
SERVICE AGREEMENT
WITH THE
CUYAHOGA AUTOMATED DATA PROCESSING BOARD

This Agreement is made and entered into this _____ day of _____, 2011 by and between the Cuyahoga County Council, Cuyahoga County, Ohio (the "County"), on behalf of the Cuyahoga Support Enforcement Agency (hereinafter called the "CSEA"), and the Cuyahoga Automated Data Processing Board, with principal offices located at 1255 Euclid Ave., Cleveland, Ohio, (hereinafter called the "BOARD") and

WITNESSETH THAT:

WHEREAS, in accordance with Sub. H.B. No. 231, the Board of Commissioners of the County of Cuyahoga, Ohio, predecessor to the Cuyahoga County Council, has established the CSEA as the child support enforcement agency for the County; and

WHEREAS, the CSEA has determined that automatic data processing services are required to operate and maintain the CSEA's automated Child Support Enforcement System ("CSES"); and

WHEREAS, the BOARD is the local central data processing center providing automatic data processing services;

NOW, THEREFORE, the CSEA and the BOARD agree to the following:

1. TERM OF AGREEMENT

This Agreement shall be in effect for the period of July 1, 2011 thru June 30, 2012, provided, however, it is effective only upon approval from the Ohio Department of Jobs and Family Services.

2. SCOPE OF SERVICES

The BOARD shall provide those professional and technical automatic data processing services necessary for the operation, maintenance, enhancement, and testing of the CSES. The services that will be performed by the County CSES, to the best of our knowledge, will not duplicate any function that is being performed by the State's Support Enforcement Tracking System ("SETS"). These services will include, but not necessarily be limited to, the following:

- a. Computer processing, both "On-Line" and "Batch" modes;
- b. Printing of "Batch" outputs;
- c. Electronic data storage;
- d. Application and quality control;
- e. Data base management;
- f. Research and development;
- g. Teleprocessing network operations, equipment, and maintenance;
- h. Case record imaging services, if requested by the CSEA;
- i. Related supplies and services necessary to provide the
aforementioned services; and
- j. Personal computer hardware, software, technical assistance, and
supplies.

The BOARD assures that these services will be provided in a timely and satisfactory manner.

3. PERFORMANCE SCHEDULE

The BOARD and the CSEA agree to develop a schedule for production work based on the CSEA's mandated deadlines.

The CSEA shall provide timely, legible source documents, controls, and information as mutually agreed upon by the BOARD and the CSEA. Failure to do so may result in untimely turnaround or inaccurate output data for the affected documents only. Compliance with the above requirements by the CSEA will insure that the BOARD will provide timely turnaround and accurate output data to the CSEA. Failure on the part of the BOARD to do so may result in the withholding of payments for that portion of data that is inaccurate until corrections have been made.

The CSEA agrees to submit all requests for changes in procedures or programs in writing according to BOARD standards. Failure to do so may result in the failure of such requests and changes to be implemented. Emergency requests shall be handled by procedures established by the BOARD. These standards and procedures are applied equally to all users of the BOARD's services.

4. LIABILITY

The BOARD shall use due care in processing the work of the CSEA, but the BOARD shall be responsible only to the extent of correcting any errors which are due to the BOARD's equipment, employees, or programs. The BOARD's liability with respect to this Agreement shall be limited to the obligation of the BOARD to re-do the work in respect of which said error or omission shall have occurred, at no expense to the CSEA. In no event shall the BOARD be liable for any special, consequential or exemplary damages, and the CSEA agrees to indemnify and hold harmless the BOARD and its employees from any and all claims resulting from the use of the data furnished to the CSEA.

5. MANAGEMENT STRUCTURE

The BOARD shall designate a member of its County Information Services Center staff to manage the day-to-day activities under this Agreement, and shall provide the CSEA with written notification of this designee. The CSEA has designated its Chief Information Officer, as its staff member to manage the day-to-day activities under this Agreement.

6. PROJECT STATUS REPORTING

The BOARD shall prepare and submit monthly reports to the CSEA on the status of any development in process. The report shall illustrate, by task for each project, the percent complete, and an estimated completion date.

7. ACCOUNTING METHODS

The BOARD shall bill the CSEA for computer services at the hourly rate set forth by the BOARD in Exhibit #1 of this Agreement. The number of hours used shall be based on clock timings provided by the computer. The use of the computer shall be construed as including the computer, locally attached control and peripheral devices, central site computer operators, programmers, and systems staff.

The BOARD shall bill the CSEA for systems analysis and programming services at the hourly rate set forth by the BOARD in Exhibit #1 of this Agreement. This hourly rate shall be per programmer or analyst.

The BOARD shall bill the CSEA for computer usage by the use of the PC, or any like terminal, at the rate set forth by the BOARD in Exhibit #1 of this Agreement. This rate shall be per transaction. A transaction is defined as, "any execution of a program; any input/output message; or any read, write, or update performed on a PC ".

Special equipment required by the CSEA shall be either leased from the BOARD, or purchased and billed to the CSEA. Any special equipment or services procured by the BOARD for the exclusive use of the CSEA shall be the property of the Cuyahoga County Council leased to the CSEA through the BOARD. Equipment is charged at actual cost, or by the approved depreciation value. Lease rates will take into consideration the depreciation schedule set forth by the Department of Internal Revenue.

The BOARD shall provide the CSEA, on a monthly basis, a detailed listing of charges incurred by the CSEA. This detailed listing of charges to the CSEA will be formatted in a manner which will enable the CSEA to identify all charges for any services provided by the BOARD for each separate funding area within the CSEA's appropriated budget. The identification of charges by funding area will provide the CSEA with all detailed information necessary for the CSEA to charge each separate program area within the CSEA. Detail provided on the monthly statement of charges shall identify services rendered by the BOARD within each specific HHS program area, in addition to all other services provided by the BOARD to the CSEA.

8. SCHEDULE OF CHARGES

Exhibit #1 contains the schedule of charges which shall be in effect as of July 1, 2011, that shall be used by the BOARD in billing the CSEA for automatic data processing services provided by the BOARD to the CSEA. This schedule of charges is subject to change effective January 1st of each year and is not available until after the Cuyahoga County Council approves the BOARD's annual operating appropriation. Pursuant to the Ohio Revised Code, The Cuyahoga County Council shall approve a calendar year operating appropriation on or before March 31st of the applicable year. The CSEA may discontinue the services or terminate this Agreement on the effective date of such change upon written notification to the BOARD at least sixty (60) days prior to said date; otherwise the new charges will become effective. If a new service requires a rate not listed in Exhibit #1 of this Agreement, an amendment to this service agreement shall be executed and forwarded to the State.

The schedule of charges represents the consolidation of all requests for automatic data processing services from the BOARD. The BOARD develops an operating budget which reflects the dollars necessary to fund the consolidated human and physical resources required by the BOARD to satisfy all of the requests for services. The schedule of charges is then developed by allocating the various budget line items to the applicable resource service groups, (e.g., machine/hardware, analyst, programmer, etc.) The BOARD assures the CSEA that the schedule of charges included in Exhibit #1 is the same for all users of the services provided by the BOARD. The schedule of charges is constructed to recover operating costs only, and, therefore, does not have a profit factor built into it.

9. BUDGET

The total charges for the services to be provided by the BOARD to the CSEA during the period of this Agreement are not to exceed the amount of \$120,000.00. The Cuyahoga County Council has appropriated sufficient funding to the CSEA to cover this expenditure, and County matching funds are available for the Title IV-D program expenditures.

10. INFORMATION

The information input by the CSEA shall be the CSEA's property. The physical devices on which the data is stored shall remain the property of the Cuyahoga County Council. Any movement of this data to other readable forms shall be charged at the current rates in existence at the time of the change.

Confidential data specified by the CSEA shall be confined to the BOARD and its staff. Any request or demand for files, records, reports, or other papers or information will be refused by the BOARD unless authorized by the CSEA, either personally by those signing this Agreement, or otherwise by written request of the CSEA. The data shall be considered to be owned by the CSEA. If the BOARD is served with notice or subpoena to produce confidential information, the BOARD shall take the position that it cannot release such information without the permission of the owner (i.e., CSEA).

The CSEA will provide the BOARD with the name of the elected official or designate who is authorized to approve use of data.

The BOARD, upon discontinuance or upon termination of this Agreement, its extensions and addendums, and upon written demand, shall furnish to the CSEA all data which it provided to the BOARD, and, upon request, shall destroy all the CSEA's records contained in the BOARD's Information Services Center.

The BOARD assures the CSEA that information contained in the CSES computer system, as well as access, use, and disposal of the data, will be safeguarded in accordance with the provisions of 45 CFR 205.50 and 45 CFR 302.18

11. H.H.S. PROGRAM

Title IV-D of the Social Security Act as amended is the U.S. Department of Health and Human Services funded program supported by this Agreement. Services provided to this program shall be identified by the assignment of a unique budget number, which will be used to track all costs incurred under the program by type of service.

12. EQUIPMENT AND SERVICES ACQUISITION

Any equipment or services required by the CSEA that are required primarily to support the Title IV-D of the Social Security Act as amended program, and costing in excess of \$200,000.00 during the State Fiscal Year, will require prior approval by the State, in accordance with 45 CFR 95.600. Procurement of the equipment or services in such instances shall be conducted in accordance with 45 CFR Part 74, Subpart P, and/or 7 CFR Section 277.14.

13. ANTI-DISCRIMINATION

There shall be no discrimination in the performance of this Agreement by either Party against any employee because of race, sex, religion, age, color, national origin, handicap, or any other factor as specified in the Civil Rights Act of 1964 and Chapter 4112 of the Ohio Revised Code and any subsequent amendments. Violation thereof shall be deemed a material breach of this Agreement.

14. MODIFICATIONS

By the mutual written consent of the BOARD and the CSEA, this Agreement may be modified whenever such modifications are deemed necessary. Any such modifications to this Agreement shall be reduced to written amendments, and signed by the BOARD and the CSEA.

15. NOTICES

All notices, requests, invoices, other communications, etc., required by this Agreement shall be expressed in writing to the respective Parties and shall be sufficient if sent by the Parties via the Cuyahoga County mail services to the following addresses:

BOARD - Jeff Mowry, Chief Information Officer
Cuyahoga County Information Services Center
1255 Euclid Avenue, 4th Floor
Cleveland, Ohio 44115

CSEA - Russell S. Kaye, Interim Director
Cuyahoga Support Enforcement Agency
1640 Superior Ave.
Cleveland, Ohio 44114-2908

16. EXTENT OF AGREEMENT

This Agreement represents all of the understanding and obligations between the BOARD and the CSEA with respect to the subject matter hereof, and supersedes all prior Agreements, either written or oral. Neither Party hereto shall be bound by any conditions, warranties, representations or other undertakings with respect to the subject matter of this Agreement other than as expressly provided for herein.

This Agreement being executed in the State of Ohio shall be governed by and construed under the laws of the State of Ohio.

IN WITNESS WHEREOF, the BOARD and the CSEA
execute this Agreement, as of the date written herein.

ATTESTED:


CUYAHOGA COUNTY
AUTOMATED DATA
PROCESSING BOARD

WITNESSED:


CHIEF INFORMATION OFFICER


DATE: 5/26/11

CUYAHOGA SUPPORT ENFORCEMENT AGENCY


INTERIM DIRECTOR

DATE: 5/27/11

CUYAHOGA COUNTY COUNCIL


Edward FitzGerald
COUNTY EXECUTIVE

DATE: 8/4/11

2011 ISC Charges

9-Mar-11

Cuyahoga County Information Services Center Charges

The following are the rates to be used by the Information Services Center to recover its costs for the Fiscal Year 2011.

One Rate Service

The Information Services Center charges back all expenditures based on five cost centers. The first four: location or floors of a building, servers, devices, and ports off a switch comprise **County Wide Services** and result in "one rate" in which costs are spread to all county agencies. The fifth cost center expenditures are **Agency Specific**: projects and/or major upgrades specific to an agency, requested through a Customer Service Request (CSR), and are charged using the personnel rates listed below.

Personnel @ Hour - Agency Specific

	<u>2011</u>		<u>2011</u>
C.R.I.S. Support.....	65.00	Management.....	\$ 80.00
Communications.....	83.00	Multimedia Productions.....	\$ 79.00
Operations Support.....	66.00	Network Administrator.....	\$ 78.00
Customer Service.....	58.00	Network Engineer.....	\$ 86.00
D.B.A. Analyst.....	90.00	Project Management.....	\$ 86.00
Field Engineer.....	58.00	Security/Research/Audit.....	\$ 72.00
Junior/Clerical.....	50.00	Web Designers.....	\$ 79.00
Senior Level.....	64.00	Web Developers.....	\$ 92.00
		Web Maintenance.....	\$ 62.00

Other Charges

Printing per line..... \$0.003841 All Acquisitions at actual cost. \$ xxx.xx

A Reconciliation of charges is completed once per year.

Billing Questions:

James Phillips 5487
Peggy McDonnell 5975

Mary Lou Dowling 5478

Rates:

Diane Kirchendorfer 8050

Dennis Sullivan 8003