

ATTACHMENT 1

Appendix 1

Terms applicable to all Purchase of Service Agreements/Memorandums of Understanding for Child Support Services

The _____ (the "Agency") and the _____ (the "Service Provider"), as parties to the Agreement agree to be bound by the following terms which are hereby made a part of the Agreement. In the event of a conflict between the terms of the Agreement (including any and all attachments thereto and amendments thereof) and the terms of this Appendix 1, the terms of this Appendix 1 shall control. The Service Provider shall include these terms in all agreements and subcontracts.

I. Confidentiality

- A. The Service Provider agrees that all information and data obtained in the performance of the Agreement is deemed confidential and will be used or disclosed only for the intended purposes as permitted by law. Measures shall be taken to safeguard the confidentiality of such information to the extent required by applicable federal and state laws and regulations. The Service Provider agrees to be bound by provisions of Section 654(26) of Volume 42 of the United States Code, Section 6103(l) and (p) of Volume 26 of the United States Code, Section 303.21 and 307.13 of Volume 45 of the Code of Federal Regulations, Section 111-v of the Social Services Law, Section 347.19 of Volume 18 of the New York Code of Rules and Regulations, and other related statutes or regulations regarding confidentiality of child support information. This paragraph shall survive the termination of the Agreement.
- B. The Service Provider shall insure that any officer, employee, subcontractor, or other person with access to information and data obtained in the performance of the Agreement is advised of the confidential nature of the information and data, the permitted uses of the information and data, and the penalties for improper use or disclosure. Upon written notice by the Child Support Agency, the officers, employees, subcontractors or other persons who receive access to this information must execute a "Confidentiality and Nondisclosure Agreement" using the form attached hereto. Each executed Confidentiality and Nondisclosure Agreement shall be provided to the Child Support Agency.
- C. The Service Provider agrees to limit access to child support information to those officers, employees, subcontractors or other persons who need access to the information to perform work or services under the Agreement.

- D. In the event that the Service Provider learns or has reason to believe that child support information has been disclosed or accessed by an unauthorized party, the Service Provider will immediately give notice of such event to the Child Support Agency. Furthermore, if the child support information contains personally identifying information, the Child Support Agency may direct the Service Provider to notify the individuals whose information was disclosed that a Security Event has occurred. The Service Provider shall be responsible for any other legal obligations which may arise under applicable law in connection with such a Security Event.

II. Reports and Record Keeping

- A. The Service Provider shall establish and maintain complete and accurate books, records, documents, accounts and other evidence directly pertinent to performance under the attached Agreement (hereinafter, collectively, "the Records"). The Records must be kept for no less than six (6) years after final settlement of the Agreement. The Child Support Agency, and any other person or entity authorized by the Child Support Agency to conduct an examination or audit, shall have access to the Records during normal business hours at an office of the Service Provider within the State of New York or, if no such office is available, at a mutually agreeable and reasonable venue within the State, for the term specified above for the purposes of inspection, auditing and copying.
1. In addition, these records shall be subject at all reasonable times to inspection, review, or audit by the New York State Office of Temporary and Disability Assistance ("OTDA"), and the Federal Office of Child Support Enforcement.
 2. Upon request of the Child Support Agency, the Service Provider agrees to collect and report information or data, including fiscal or case result information, on a regular basis and to make statistical reports at times prescribed by and on forms furnished by the Child Support Agency.
 3. If an audit by or on behalf of the Child Support Agency, the Federal Office of Child Support Enforcement and/or OTDA has begun but is not completed by the end of the six (6) year period, the records shall be retained until resolution of the audit findings.
- B. The Service Provider shall cooperate in developing a system of reports to be made periodically by the Child Support Agency as are or may be necessary to comply with applicable Federal and State requirements. The Service Provider agrees to include these requirements in all agreements and subcontracts.
- C. If state or federal reimbursement for any claims under this Agreement is lost because of the performance or failure to perform by the Service Provider under the Agreement, then such loss shall be chargeable to the Service Provider.

III. Approval and Assignment

- A. The Agreement shall not take effect until approved by OTDA, and shall be terminated if OTDA withdraws or revokes its approval.
- B. The Service Provider shall not assign, transfer, convey or otherwise dispose of the Agreement or the Service Provider's right, title or interest therein, or authority to execute the Agreement to any other person or corporation without written approval of the Child Support Agency (which shall be attached to the original Agreement). No such approval by the Child Support Agency of any assignment, transfer, conveyance or other disposition shall be effective without the approval of OTDA.

IV. Governing Law

- A. The Service Provider agrees to comply with the requirements of Title IV-D of the Federal Social Security Act and the implementing Federal and State statutes and regulations, including any new or revised requirements issued by the Federal Department of Health and Human Services, or OTDA. The Child Support Agency agrees to notify the Service Provider of any directives or policy transmittals affecting the services provided under the Agreement.
- B. The Agreement shall be governed by the laws of the State of New York.

V. Miscellaneous Terms

- A. The Service Provider shall provide for bonding of any officer, employee, or subcontractor who will have access to or control over child support collections, as required by 18 NYCRR 346.5.
- B. The Agreement may be terminated by the Child Support Agency upon 30 days written notice to the Service Provider without cause or when deemed to be in the Child Support Agency's best interest.
- C. The Service Provider may be terminated by the Child Support Agency immediately for cause or if Federal or State reimbursement is terminated or not allowed.
- D. In the event the Agreement is terminated, suspended, revoked, nullified, or voided, except if for cause, the Child Support Agency agrees to pay for services rendered by the Service Provider under this Agreement which have been completed prior to the effective date of such termination, suspension, revocation, nullification, or voiding. The Child Support Agency may, at its discretion, process other necessary and proper costs, which the service provider could not reasonably avoid, for services begun but not completed prior to termination, suspension, revocation, nullification, or voiding of the Agreement; provided such cost would have otherwise been allowable.

Confidentiality and Non-Disclosure Agreement

I, the undersigned, an employee/officer of _____ (the "Service Provider"), hereby state that I understand and agree that all information provided to the Service Provider from _____ (the "Child Support Agency") or otherwise obtained pursuant to the Agreement entered between the Child Support Agency and the Service Provider, is CONFIDENTIAL, is to be used only for the purposes of performing services required by the Agreement, and must be safeguarded from unauthorized disclosure. I further understand that such information includes, but is not limited to, any and all information regarding parents or guardians and their children, and all employment, financial, and personal identifying data.

I agree to maintain all such information as CONFIDENTIAL, and I agree to use such information only in the performance of my official duties to perform the functions required by the Agreement, unless otherwise authorized in writing by the Child Support Agency.

I understand that if I disclose CONFIDENTIAL information in violation of the requirements stated herein, any individual who incurs damages due to the disclosure may recover such damages in a civil action.

I understand that, in addition to any other penalties provided by law, any person who willfully releases or willfully permits the release of any CONFIDENTIAL information as described herein to persons or agencies not authorized under New York State law to receive it shall be guilty of a class A misdemeanor.

Print Name: _____

Signature: _____

Title: _____

Date: _____

NOTICE: Pursuant to Social Services Law § 111-v, a person who improperly releases or permits release of confidential child support information shall be guilty of a Class A misdemeanor and shall be liable in a civil action to any person who incurs damages due to said disclosure.

