



COMMONWEALTH OF MASSACHUSETTS INTERDEPARTMENTAL SERVICE AGREEMENT (ISA) FORM

This Form is issued and published by the Office of the Comptroller (CTR) pursuant to 815 CMR 6.00 for use by all Commonwealth Departments. Departments may add non-conflicting additional terms, but changes to the official printed language of this Form shall be void.

BUDGET FISCAL YEAR: 2016		RFR REFERENCE NUMBER ENTER RFR NUMBER: _____ OR <u>X</u> N/A.	
MMARS ALPHA BUYER/PARENT DEPARTMENT CODE: DOR		MMARS ALPHA SELLER/CHILD DEPARTMENT CODE: PLY	
BUSINESS MAILING ADDRESS: 100 CAMBRIDGE ST., 6TH FLOOR P.O. BOX 9556 BOSTON, MA 02114-9556		BUSINESS MAILING ADDRESS: P.O. BOX 1665, 32 BELMONT STREET BROCKTON, MA 02403	
ISA MANAGER: PATRICK FINN		ISA MANAGER: DONNA CRUISE	
PHONE: (508) 774-2414, EXT. 72213	FAX: (617) 660-9977	PHONE: (508) 584-8120	FAX: (508) 586-3578
E-MAIL ADDRESS: FINN@DOR.STATE.MA.US		E-MAIL ADDRESS: DONNA.M.CRUISE@STATE.MA.US	

Purpose of ISA: (Check one option only and complete applicable information) (Attachment A required for New ISAs and all ISA Amendments.)
 X New ISA. Current Maximum Obligation for total duration of ISA \$ 76,778 (Use "N/A" for Non-Financial ISA.) (Complete Attachment B)
 Amendment to Existing ISA. What is being amended? (Attachment C required for all Federal and Bond Account Amendments)
 Amend Budget/Accounts. Change Maximum Obligation from: \$ _____ to New Maximum Obligation \$ _____. (Attachment B)
 Amend Budget/Accounts. No Change in Maximum Obligation (Attachment B)
 Amend Dates of Performance. New Dates of Service: Start Date: _____ End Date: _____ (Subject to execution dates below.)
 Amend Scope of Services/Performance

BRIEF DESCRIPTION OF PERFORMANCE GOALS TO BE ACCOMPLISHED BY ISA, OR IF AMENDMENT, IDENTIFY WHAT IS BEING AMENDED ISA between Department of Revenue Child Support Enforcement Division (DOR) and the Office of the District Attorney for Plymouth County for operating policies and procedures for the establishment, modification, collection, and enforcement of child support in the courts of the Commonwealth.

WILL SELLER/CHILD DEPARTMENT STATE EMPLOYEES (AA OBJECT CLASS) BE FULLY OR PARTIALLY FUNDED UNDER THIS ISA? No Yes. If Yes, Seller/Child certifies that the ISA is not being used as an alternative funding mechanism for state employees, that the identified personnel in Attachment A are necessary for completion of the ISA due to particular expertise or other factors that can not be obtained through the use of contractors, and that if federal funds are being used, funds shall not be used to supplement the regular salary or compensation of any officer or employee of the Commonwealth for services performed during their regular working hours. M.G.L. c. 29, § 6B.

ACCOUNT INFORMATION. Complete for all new ISAs and Amendments (even if account information is not changing) Check one option, indicate "add", "delete" or "no change" and enter account, fund, major program code and program code.

X BGCN – non-subsidiarized (federal, capital, trust). Attachment C required for any new ISA or ISA Amendment involving federal funds.
 BGCS – subsidiarized (budgetary)
 Other (CT, RPO as authorized by CTR): _____
 Non-Financial ISA (no funds are transferred from Buyer/Parent to Seller/Child), however, resources are committed to ISA.
 Amendment with no Accounting Changes to Budget/Accounts or to Attachments B or C. (Indicate no change below and complete account information.)

<input checked="" type="checkbox"/> <u>X</u> ADD <input type="checkbox"/> DELETE <input type="checkbox"/> NO CHANGE	Account: 1201-0410	Fund: 0142	Major Program Code: N/A	Program Code: N/A
<input type="checkbox"/> ADD <input type="checkbox"/> DELETE <input type="checkbox"/> NO CHANGE	Account:	Fund:	Major Program Code:	Program Code:
<input type="checkbox"/> ADD <input type="checkbox"/> DELETE <input type="checkbox"/> NO CHANGE	Account:	Fund:	Major Program Code:	Program Code:
<input type="checkbox"/> ADD <input type="checkbox"/> DELETE <input type="checkbox"/> NO CHANGE	Account:	Fund:	Major Program Code:	Program Code:

ISA ANTICIPATED START DATE: 7/1/2015, provided that the Seller/Child certifies that it will not incur any obligations related to this ISA prior to the date that this ISA is executed, NOR prior to the date that sufficient funding for the obligations for this ISA is available in the Seller/Child account for expenditure.

TERMINATION DATE OF THIS ISA: This ISA shall terminate on 6/30/2016 unless terminated or properly amended in writing by the parties prior to this date.

BUYER/PARENT AND SELLER/CHILD DEPARTMENT CERTIFICATIONS. IN WITNESS WHEREOF, by executing this ISA below, the Buyer/Parent and Seller/Child certify, under the pains and penalties of perjury, that Buyer/Parent and Seller/Child understand and agree that any Buyer/Parent or Seller/Child officer or employee who knowingly violates, authorizes or directs another officer or employee to violate any provision of state finance law relating to the incurring of liability or expenditure of public funds, including this ISA, may be considered to be in violation of M.G.L. c. 29, § 66, and therefore the Buyer/Parent and the Seller/Child agree to ensure that this ISA complies with, and that all staff or contractors involved with ISA performance are provided with sufficient training and oversight to ensure compliance with 815 CMR 6.00, CTR applicable policies and the ISA Terms and Conditions which are incorporated by reference into this ISA, in addition to the performance requirements identified in Attachment A of this ISA, and that all terms governing performance of this ISA are attached to this ISA or incorporated by reference herein, and the Buyer/Parent and Seller/Child agree to maintain the necessary level of communication (including immediate notification of any amendments to accounting information, program codes or performance needs), coordination, access to reports and other ISA information, and cooperation to ensure the timely execution and successful completion of the ISA, amendments, and state finance law compliance; and that the Buyer/Parent certifies it will ensure that sufficient funds are timely made available in the Seller/Child account(s), with the proper accounting codes, prior to the Seller/Child's need to begin initial or amended performance; and that the Seller/Child will not allow initial or amended performance to begin until the ISA is executed AND the ISA Seller/Child account is sufficiently funded to support encumbrances and payments for performance (including payroll), and the Seller/Child will make encumbrances and payments (including payroll) only from the authorized ISA Seller/Child account(s) and shall not be entitled to transfer charges made from any other account not approved in writing by CTR in advance of expenditures by the Seller/Child.

BUYER/PARENT DEPARTMENT'S AUTHORIZED SIGNATURE: DATE: <u>6-17-15</u> (Date must be handwritten by signatory at time of signature)	SELLER/CHILD DEPARTMENT'S AUTHORIZED SIGNATURE: DATE: <u>6-12-2015</u> (Date must be handwritten by signatory at time of signature)
PRINT NAME: PAUL NAVES	PRINT NAME: <u>DONNA M. CRUISE</u>
PRINT TITLE: CHIEF FINANCIAL OFFICER	PRINT TITLE: <u>CFO</u>

APPROVED BY
CSE LEGAL

6/17/15

INTERDEPARTMENTAL SERVICE AGREEMENT (ISA) FORM

TERMS AND CONDITIONS

The following terms and conditions are incorporated by reference into any ISA.



Role of the Office of the Comptroller. All ISA fiscal transactions shall be made through the state accounting system as prescribed by the Office of the Comptroller (CTR). CTR will interpret 815 CMR 6.00 and applicable policies and take any fiscal or other actions necessary to ensure ISA compliance with state finance law, including but not limited to correcting accounting transactions, resolving ISA disputes and identifying corrective action by the Buyer/Parent or Seller/Child Departments.

Seller/Child Department Certifications. By executing an ISA the Seller/Child certifies that it is statutorily authorized to provide the type of performance sought by the Buyer/Parent, and shall at all times remain qualified to perform the ISA, that performance shall be timely and meet or exceed ISA standards, that the Seller/Child will not allow initial or amended performance to begin, may not authorize personnel or contractors to work, nor incur any obligation to be funded under an ISA prior to the execution of an ISA AND the availability of ISA funding in the Seller/Child account to support encumbrances and payments for performance. The Seller/Child will make encumbrances and payments (including payroll) only from the authorized ISA Seller/Child account(s) and shall not be entitled to transfer charges made from any other account not approved in writing in advance by CTR. The Seller/Child must immediately notify CTR whenever a delay in funding is anticipated for which performance is expected. The Seller/Child is authorized to use ISA funding only for the actual costs of ISA performance and may not use ISA funds to supplement non-ISA related personnel or expenditures.

Buyer/Parent Department Certifications. Signature by the Buyer/Parent certifies that it is statutorily authorized or required to procure the type of performance required under this ISA, that the Buyer/Parent certifies it will ensure that sufficient funds are timely made available in the Seller/Child Seller/Child account(s), with the proper accounting codes, prior to the Seller/Child's need to begin initial or amended performance; that the Buyer/Parent will monitor and reconcile ISA performance in compliance with state appropriation language or federal grant requirements, communicate all fiscal information necessary for the set up of the Seller/Child account(s) including budget information, and if the ISA is funded with federal funds provide accurate accounting information in Attachment C, and immediately notify the Seller/Child of any changes in Attachment C (such as program codes) to ensure the ISA and Seller/Child account can be timely updated to avoid lapses in funding or the inability of the Seller/Child to make timely payroll and other expenditures from the Seller/Child account.

Chief Fiscal Officer. The Chief Fiscal Officer (CFO) for the Buyer/Parent and Seller/Child will be responsible for the fiscal management of ISAs within their Departments in accordance with these ISA Terms and Conditions, 815 CMR 6.00 and policies and procedures published by CTR.

ISA Manager. Both the Buyer/Parent and Seller/Childs are responsible for ensuring that the ISA Manager listed on the ISA, or ISA Amendment, is current and that the ISA Manager is an authorized signatory for the Department supported by the appropriate Security Profile. If the listed ISA Manager changes, the CFO shall be the ISA Manager until a replacement is identified in the same manner as other Written Notice.

Record-keeping and Retention, Inspection of Records. The Buyer/Parent and Seller/Child shall maintain all ISA records in such detail as necessary to support claims for payment, including reimbursement or federal financial participation (FFP), for at least seven (7) years from the last payment under an ISA Seller/Child account, or such longer period as is necessary for the resolution of any litigation, claim, negotiation, audit or other inquiry involving an ISA. In addition to any specific progress, programmatic or expenditure reports specified in Attachment A, the Seller/Child is required to provide the Buyer/Parent (and to CTR, the State Auditor and the House and Senate Ways and Means Committees upon request) with full cooperation and access to all ISA information.

Payments and Compensation. The Seller/Child may accept compensation only for performance delivered and accepted by the Buyer/Parent in accordance with the specific terms and conditions of the ISA. All ISA payments are subject to appropriation pursuant to M.G.L. C. 29, or the availability of sufficient non-appropriated funds for the purposes of an ISA. Overpayments or disallowed expenditures shall be reimbursed by the Seller/Child or may be offset from future ISA payments in accordance with state finance law and instructions from CTR.

ISA Termination or Suspension. An ISA shall terminate on the date specified, unless this date is properly amended prior to this date, or unless terminated or suspended under this Section upon prior written notice to the Seller/Child. The Buyer/Parent may terminate an ISA without cause and without penalty with at least thirty days prior written notice, or may terminate or suspend an ISA with reasonable notice if the Seller/Child breaches any material term or condition or fails to perform or fulfill any material obligation required by an ISA, or in the event of an elimination of an appropriation or availability of sufficient funds for the purposes of an ISA, or in the event of an unforeseen public emergency mandating immediate Buyer/Parent action. Upon immediate notification to the other party, neither the Buyer/Parent nor the Seller/Child shall be deemed to be in breach for failure or delay in performance due to Acts of God or other causes factually beyond their control and without their fault or negligence. Contractor failure to perform or price increases due to market fluctuations or product availability will not be deemed factually beyond the Seller/Child's control.

Written Notice. Any notice shall be deemed delivered and received when submitted in writing in person or when delivered by any other appropriate method evidencing actual receipt by the Buyer/Parent or the Seller/Child. Unless otherwise specified in the ISA,

legal notice sent or received by the Buyer/Parent's ISA Manager or the CFO (with confirmation of actual receipt) through the listed fax number(s) or E-Mail address for the ISA Manager will satisfy written notice under the ISA. Any written notice of termination or suspension delivered to the Seller/Child shall state the effective date and period of the notice, the reasons for the termination or suspension, if applicable, any alleged breach or failure to perform, a reasonable period to cure any alleged breach or failure to perform, if applicable, and any instructions or restrictions concerning allowable activities, costs or expenditures by the Seller/Child during the notice period.

Confidentiality. The Seller/Child shall comply with M.G.L. C. 66A if the Seller/Child becomes a "holder" of "personal data". The Seller/Child shall also protect the physical security and restrict any access to personal or other Buyer/Parent data in the Seller/Child's possession, or used by the Seller/Child in the performance of an ISA, which shall include, but is not limited to the Buyer/Parent's public records, documents, files, software, equipment or systems. If the Seller/Child is provided access with any other data or information that triggers confidentiality requirements under FIPA, HIPPA or other federal or state laws, the Seller/Child shall be responsible for protection of this data as instructed by the Buyer/Parent.

Assignment. The Seller/Child may not assign, delegate or transfer in whole or in part any ISA, or any liability, responsibility, obligation, duty or interest under an ISA, to another Department or an outside contractor. Assumption of an ISA by a successor Department due to a legislative change in the Seller/Child or Buyer/Parent's department status shall be accomplished through the execution of a new ISA.

Subcontracting By Seller/Child. Since it is presumed that contracting through the Seller/Child is more cost effective and a better value than the Buyer/Parent directly contracting with an outside contractor(s), any subcontract entered into by the Seller/Child for the purposes of fulfilling the obligations under an ISA must be approved by the Buyer/Parent in advance of the ISA and justified as part of the ISA Attachment A. The Seller/Child is responsible for full state finance law and procurement compliance for all subcontracts, and shall supply a copy of any subcontract to the Buyer/Parent upon request.

Affirmative Action, Non-Discrimination in Hiring and Employment. In performing this ISA, the Seller/Child shall comply with all federal and state laws, rules, regulations and applicable internal state policies and agreements promoting fair employment practices or prohibiting employment discrimination and unfair labor practices and shall not discriminate in the hiring of any applicant for employment nor shall any qualified employee be demoted, discharged or otherwise subject to discrimination in the tenure, position, promotional opportunities, wages, benefits or terms and conditions of their employment because of race, color, national origin, ancestry, age, sex, religion, disability, handicap, sexual orientation or for exercising any rights afforded by law. The Seller/Child commits to, when possible, to purchasing supplies and services from certified minority or women-owned businesses, small businesses or businesses owned by socially or economically disadvantaged persons or persons with disabilities in accordance with the Commonwealth's Affirmative Market Program.

Waivers. Forbearance, indulgence or acceptance by the Seller/Child or Buyer/Parent of any breach or default in any form shall not be construed as a waiver and shall not limit enforcement remedies or allow a waiver of any subsequent default or breach.

Risk of Loss. The Seller/Child shall bear the risk of loss for any materials, deliverables, personal or other data that is in the possession of the Seller/Child or used by the Seller/Child in the performance of an ISA until is accepted by the Buyer/Parent.

Disputes. The Buyer/Parent and Seller/Child agree to take all necessary actions to resolve any dispute arising under the ISA within 30 calendar days including department head and secretariat involvement, but in no event shall a dispute remain unresolved beyond May 30th in any fiscal year, nor may the Buyer/Parent or Seller/Child allow a dispute to create a state finance law or other violation of ISA terms (such as a delay in funding, failure to timely communicate funding or program code changes, or failure to timely process ISA paperwork). Seller/Child and Buyer/Parent must immediately notify CTR to assist in resolution of the dispute and shall implement any actions required by CTR to resolve the dispute, which shall be considered final.

Interpretation, Severability, Conflicts with Law, Integration. Any amendment or attachment to any ISA that contains conflicting language or has the effect of deleting, replacing or modifying any printed language of the ISA shall be interpreted as superseded by the ISA Form as published. If any ISA provision is superseded by state or federal law or regulation, in whole or in part, then both parties shall be relieved of all obligations under that provision to the extent necessary to comply with the superseding law, provided however, that the remaining provisions of the ISA, or portions thereof, shall be enforced to the fullest extent permitted by law. The terms of this ISA shall survive its termination for the purpose of resolving any claim, dispute or other action, or for effectuating any negotiated representations and warranties.

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ATTACHMENT A



TERMS OF PERFORMANCE AND JUSTIFICATIONS:

This Attachment Form must be used. Insert (type or copy and paste) all relevant information using as many pages as necessary. Attach any additional supporting documentation as appropriate. If Amending the ISA, completion of Sections 1, 2 and 3 identifying what is being amended and the reasons for the amendments is required. For sections 4-9 enter only the amended language in the sections being amended.

1. **[REQUIRED] Purpose and other performance goals of ISA, or as amended:**

PURPOSE

- 1.1 The purpose of this Interdepartmental Service Agreement (ISA) is to establish operating policies and procedures for the establishment, modification, collection and enforcement of child support in the courts of the Commonwealth between the Child Support Enforcement Division of the Massachusetts Department of Revenue (DOR) and the Office of the District Attorney for Plymouth County (Plymouth DA's Office).

2. **[REQUIRED] Identify in detail, the responsibilities of the parties, the scope of services and terms of performance under the ISA, or as amended:**

DEFINITIONS

- 2.1 "IV-D Agency" means the Child Support Enforcement Division of the Massachusetts Department of Revenue (DOR), which is the single state agency designated by M.G.L. c. 119A, § 1 to provide child support enforcement services in the Commonwealth pursuant to Title IV, Part D of the Social Security Act.
- 2.2 "Child Support" means the amount determined by a court or administrative agency of competent jurisdiction for the support and maintenance of a child or of a child and the parent or other custodian with whom the child is living.
- 2.3 "Continuing Service Case" means a child support enforcement action on behalf of an obligee whose public assistance case has closed, but who has a continuing need for child support enforcement services pursuant to 45 CFR § 302.51(e).
- 2.4 "Federal Financial Participation" means necessary IV-D administrative expenditures eligible for federal reimbursement pursuant to 45 CFR §§ 304.20 and 304.21. In accordance with 45 CFR § 304.21(c), DOR has discretion with respect to the method of calculating eligible expenditures under this ISA.
- 2.5 "Obligee" means (a) an individual to whom support is or may be owed, or in whose favor a support order has been issued or judgment of paternity has been or may be rendered, or (b) a state or political subdivision to which rights under a child support obligation have been assigned or which has independent claims based on financial assistance to an individual obligee.

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- 2.6 "Obligor" means an individual, or the estate of a decedent, who owes or may owe a duty of support, is liable under a support obligation, or is alleged to be the parent of a child to whom support is owed.

RESPONSIBILITIES OF DOR

- 2.9 DOR shall be responsible for ensuring that all necessary referrals, applications and agreements for IV-D child support services, as applicable, are received by DOR for all cases.
- 2.10 DOR shall conduct an initial assessment of each case to determine eligibility for IV-D child support services.
- 2.11 DOR shall determine which actions to pursue as civil complaints in the Probate and Family Court Department.
- 2.12 DOR shall pay the costs of service of process in civil cases, including the costs of and service of writs of capias pursuant to its FY16 Fee Schedule and Standards of Conduct and any out-of-state service of process contract.
- 2.13 If a defendant is surrendered to the court on a writ of capias during a scheduled child support day in a Probate and Family Court, DOR shall appear at the hearing or request the Assistant District Attorney (ADA) to appear on behalf of DOR.
- 2.14 DOR shall inform the ADA, in writing, of its policies pertaining to child support enforcement. Such policies may be provided electronically.
- 2.15 DOR shall provide to the ADA all necessary documentation and resources within or subject to its control, including wage, asset, and location information, for the successful pursuit of civil child support cases.
- 2.16 DOR may request that a DOR Counsel is sworn in as a Special Assistant District Attorney to assist in the prosecution of criminal support matters and act pursuant to the direction of the DA. (See also Section 2.36.)

RESPONSIBILITIES OF THE OFFICE OF THE DISTRICT ATTORNEY

- 2.17 The ADA assigned to DOR by the DA shall appear in the Probate and Family Court and District Court Departments upon the request of DOR. The DA agrees that the ADA will concentrate his or her efforts on the handling and resolution of cases in the Probate and Family Court Department including intergovernmental cases brought forward under the Uniform Interstate Family Support Act (UIFSA). The ADA shall file all new child support actions in the Probate and Family Court Department, including actions filed under UIFSA.

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- 2.18 The ADA shall receive civil child support case referrals from DOR. If insufficient documentation accompanies a referral and the deficiencies remain unaddressed by DOR, or the ADA determines, after consultation with the DOR Regional Counsel, that the referral is otherwise inappropriate for legal action, the ADA shall return the referral to the initiating DOR Regional Counsel.
- 2.19 The ADA assigned to handle child support enforcement cases will be assigned to work in, and will have his or her main office located at, the DOR office at 540 Myles Standish Boulevard, Taunton, MA 02780.
- 2.20 The ADA shall appear on behalf of DOR in civil child support actions including, but not limited to, the following:
- a) establishment of paternity;
 - b) establishment, modification, and enforcement of child support obligations, including enforcement of spousal support and alimony obligations for custodial parents, pursuant to MGL c. 119A;
 - c) intergovernmental cases, including intergovernmental income withholding cases and both responding and initiating cases under UIFSA; and
 - d) cases brought under M.G.L. chapters 209, 209C and 209D which may be transferred from the District Court to the Probate and Family Court Department.
- 2.21 In consultation with DOR Regional Counsel and at the direction of the District Attorney, the ADA shall take the following actions on behalf of the Commonwealth in criminal nonsupport actions:
- a. appear in criminal nonsupport matters;
 - b. work to rendite defendants back to Massachusetts; and
 - c. investigate and prosecute cases of fraud and perjury directly related to paternity and child support establishment and enforcement, pursuant to 45 CFR § 302.34.
- 2.22 The ADA's representation of DOR and the Commonwealth in the actions described in section 2.20 and 2.21 , above, shall include, but is not limited to, the following:
- a) interviewing the obligee and obligor;

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- b) negotiating paternity acknowledgments and support agreements, in accordance with the Child Support Guidelines, with the obligee and obligor;
 - c) making necessary court appearances;
 - d) preparing and responding to motions for discovery;
 - e) preparing motions and stipulations for genetic marker tests;
 - f) preparing court pleadings and necessary forms, including agreements for support and acknowledgments of parentage;
 - g) conducting pre-trial conferences, as appropriate;
 - h) representing DOR or the Commonwealth at trial; and
 - i) assisting in contempt actions and renditions.
- 2.23 In each IV-D child support case referred to the ADA by DOR, the ADA shall comply with all aspects of DOR case processing procedures and practice, including, but not limited to, preparation of pleadings and other legal documents; obtaining copies of court orders and judgments, including writs of *habeas corpus*; and providing copies of such orders and judgments to the appropriate parties.
- 2.24 In the prosecution of criminal nonsupport cases, the DA shall consider the opinion and recommendation of DOR, but shall make the final determination concerning the disposition of the case, recognizing that:
- a) in accordance with G.L. c. 273, § 1(4), the disposition shall not directly or indirectly result in the decrease in the amount of the child support obligation;
 - b) in accordance with G.L. c. 273, § 15A, a restitution order must include all sums expended on behalf of a child by the obligee, unless the obligor establishes a lesser ability to have provided support; and
 - c) any agreement whereby the DA agrees to refrain from further criminal prosecution by accepting less than the full amount of the child support arrears owed by the obligor shall not affect the obligor's civil liability for the full amount of the arrears owed and shall not preclude DOR from pursuing civil enforcement remedies against the obligor.
- 2.25 The ADA shall be responsible for the service of process in civil IV-D child support cases using DOR's FY16 Fee Schedule and Standards of Conduct along with DOR's approved list of Service of Process Vendors for FY16 and any out-of-state service of process contract.

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- 2.26 The ADA shall be available upon request to handle child support cases referred to it by DOR and, as necessary, to advise DOR court and duty workers.
- 2.27 Upon DOR's request, the ADA shall appear on behalf of DOR if an obligor is surrendered to the court on a writ of capias.
- 2.28 The ADA shall issue subpoenas in a timely manner, and as provided by law and in accordance with DOR practice and procedures.
- 2.29 The ADA shall adhere to the Child Support Guidelines promulgated by the Chief Justice of the Administrative Office of the Trial Court when seeking to establish or modify a child support order. When an order deviates from the Guidelines, the ADA shall request that the court make written findings that application of the Guidelines would be unjust or inappropriate in the particular case. The ADA shall request an income assignment in every case and shall request that every order include a provision ordering the obligor to obtain health care coverage for the dependent child, and if the parties are married, for the obligee.
- 2.30 The ADA shall consult with the DOR Regional Counsel concerning questions of law, policy, practice or procedure which may arise in the course of its representation of DOR. The ADA shall also promptly communicate with the DOR Regional Counsel when unusual issues or difficulties arise in a particular case.
- 2.31 After consultation and agreement between DOR's Regional Counsel and the First Assistant District Attorney, DOR may assume control over any civil matter involving complex or difficult issues.
- 2.32 The ADA shall comply with DOR policy and procedures in civil child support cases.
- 2.33 The ADA shall participate in periodic training sessions conducted by DOR and attend meetings of DOR legal staff.
- 2.34 The DA shall select candidates for employment under this agreement, subject to the prior approval of the Chief Legal Counsel of DOR's Child Support Enforcement Division.
- 2.35 The DA shall refer appeals in civil child support cases to DOR Regional Counsel.
- 2.36 Upon DOR request, the DA shall permit a DOR Counsel to be sworn in as a Special Assistant District Attorney to assist in the prosecution of criminal child support matters. (See also Section 2.16).
- 2.37 The DA and ADA shall take measures to ensure the safeguarding and physical security of data acquired during its representation of DOR in accordance with the procedures established by DOR.

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3. [REQUIRED] Identify schedule of performance or completion dates or other benchmarks for performance, or as amended:

PERFORMANCE MEASURES

- 3.1 The ADA shall comply with Title IV, Part D of the Social Security Act, implementing regulations, and any other applicable regulations and requirements.
- 3.2 While representing DOR in civil child support cases, the ADA shall comply with DOR policies, procedures and practices related to child support enforcement.
- 3.3 While assisting DOR in handling criminal nonsupport cases and renditions, the ADA shall comply with the standards, policies and procedures of DOR, as applicable, and of the Plymouth DA's Office.
- 3.4 While representing DOR in civil child support cases, the ADA shall be supervised by the DOR Regional Counsel or designee. Each week the ADA shall provide the DOR Regional Counsel with a daily log of his or her time so that the DOR Regional Counsel can assign cases and ensure adequate coverage of child support court hearings.
- 3.5 The ADA shall be responsible for handling a caseload of Title IV-D child support cases, as assigned by the DOR Regional Counsel or designee, and criminal nonsupport cases, as assigned by the Plymouth DA.
- 3.6 The ADA shall be responsible for reporting all requests for leave, which have been approved by the Plymouth DA or designee, to the DOR Regional Counsel, or designee, at least one week in advance of the approved leave of absence.

MONITORING AND COMPLIANCE

- 3.7 DOR shall monitor and assess the performance of the ADA under this ISA. Monitoring shall include completion of a quarterly evaluation (Attachment C) of the ADA's performance by the DOR Regional Counsel.
- 3.8 The ADA shall complete semi-annual certifications regarding the time spent on IV-D child support matters. These periodic certifications shall be signed by the ADA or by a supervisor having first-hand knowledge of the work performed by the ADA.
- 3.9 Monitoring may also include a quarterly site visit by DOR Regional Counsel or Regional Director or his or her designee to the Plymouth DA's Office and a review of a statistically valid sample of IV-D cases to determine if appropriate action has been taken. In accordance with federally established timeframes, appropriate action shall refer to the opening of a case by establishing a case record within twenty days of receipt of referral of the case, completion of actions to

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establish paternity within one year from the date of successful service of process and the completion of actions to establish or enforce support obligations from the time of successful service of process to the time of disposition within the following timeframes: (a) 90% in three months; (b) 98% in six months; and (c) 100% in twelve months. 45 CFR §§ 302.70, 303.2(b), 303.5 and 303.103.

3.10 DOR will notify the DA of the existence of any deficiency in the performance of the Plymouth DA's Office or the ADA assigned to DOR under this ISA. DOR will recommend appropriate corrective action, which may include the transfer or reassignment of personnel whose positions are funded under this ISA.

3.11 Upon notification of a deficiency, the DA shall respond to DOR within five (5) working days. The DA's response shall identify the measures that the DA intends to take to remedy the deficiency. The corrective measures may include, upon request of DOR, the transfer or reassignment of personnel whose positions are funded under this ISA.

3.12 The First Assistant District Attorney and the DOR Regional Counsel or their respective designees shall confer quarterly, as necessary, to decide matters of policy and procedure for the efficient administration of child support enforcement.

4. [REQUIRED] Justification that use of ISA is best value vs. contract with outside vendor:

An ISA between the Massachusetts Department of Revenue and Plymouth DA's Office is the best value for the Commonwealth due to the unique position of the DA as local legal counsel to the Commonwealth. Its involvement is needed for the prosecution of criminal non-support child support enforcement cases.

5. Will Seller/Child department state employees (AA Object Class) be fully or partially funded under this ISA? __ No X Yes. **If Yes, justify necessity to use state employees for the ISA vs. use of contractors (contract employees or outside vendors).**

5.1 The use of state employees is justified because the DA's Office is the only entity authorized to prosecute criminal non-support child support enforcement cases. Contractors cannot perform this function.

6. Subcontractors. Since it is presumed that contracting through the Seller/Child is more cost effective and a better value than the Buyer/Parent directly contracting with an outside contractor(s), any subcontract entered into by the Seller/Child for the purposes of fulfilling the obligations under an ISA must be approved by the Buyer/Parent in advance of the ISA and justified as part of the ISA Attachment A, as follows: (enter "N/A" if subcontractors will not be funded with ISA funds)

N/A

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7. **Identify any equipment that will be leased or purchased by the Seller/Child using ISA funds: (The Buyer/Parent shall determine ownership of equipment purchased by the Seller/Child with ISA funds. Enter "N/A" if equipment not included in ISA.)**

N/A

8. **[REQUIRED] Identify the format and timing of ISA reports to the Buyer/Parent Department. Include the type of reports (e.g., progress or status, data, etc.), timing of reports (e.g., weekly, monthly, final) and the medium for submission of reports (e.g., e-mail, Excel spreadsheet, paper, telephone):**

PROGRAMMATIC REPORTING

- 8.1 The ADA shall maintain records of the number and types of cases referred to it by DOR for legal services.
- 8.2 On a weekly basis, the ADA shall submit case statistics to the appropriate DOR Regional Counsel. The statistics shall be presented in a format agreed upon by the Regional Counsel or their respective designees.
- 8.3 On a monthly basis, the ADA shall submit a caseload summary to the appropriate DOR Regional Counsel. The summary shall be presented in a format agreed upon by the DOR Regional Counsel or their respective designees.

FINANCIAL REPORTING

- 8.4 Payments for services rendered under the terms of this ISA will be via the BGCN transaction.
- 8.5 Within fifteen working days of the close of each quarter, the DA's Office shall submit to DOR's Budget Unit a Financial Summary in the format presented in Attachment D (Example). The summary shall indicate quarterly and year-to-date expenditures in accordance with, and specifically identified in, Attachment B - Budget. If no costs were incurred in the quarter, the representative from the DA's Office shall submit a Financial Summary to DOR indicating that there were no expenditures in that quarter.
- 8.6 Prior to assuming costs associated with renditions, the DA will provide the DOR Regional Counsel with an estimate of the cost of each rendition and will obtain DOR approval of such estimated cost. Additionally, upon completion of a rendition, the DA shall send documentation of the actual expenditures to Paul Cronin, Associate Deputy Commissioner of the Child Support Enforcement Division of DOR, by mail at P.O. Box 9561, Boston, MA 02114 or by email to croninp@dor.state.ma.us, with a copy to the Regional Counsel.

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9. Additional ISA Terms: [Insert Terms here. Do not refer to separate attachment(s)]

CONFIDENTIALITY

- 9.1 The Plymouth DA's Office and the ADA acknowledge that information referred to in this ISA is confidential, and that in connection with this ISA they may have access to DOR Information, including, without limitation, state and federal tax information, health insurance coverage information, wage reporting information, financial institution match information, 14-day new hire information, child support information, as well as "personal data" as defined in M.G.L. c. 66A and "personal information" as defined in M.G.L. c. 93H (collectively, the "DOR Information"). As such, the Plymouth DA's Office and the ADA are subject to and must comply with all applicable federal and state statutes and regulations relating to confidentiality and privacy, including but not limited to, G.L. c. 62C, §§ 21 and 21B; c. 62E; c. 66A; c. 93H; c. 119A, § 5A; 801 CMR 3.00 et seq.; 26 USC §§ 6103, 7213, 7213A and 7431; and 42 USC § 654 (26).
- 9.2 The Plymouth DA shall provide DOR with the name and address of the ADA hired under this ISA and authorized to access DOR Information. The Plymouth DA's Office agrees to inform its employees that only the ADA and his or her supervisors who are authorized to handle child support matters may access DOR Information and that said information is to be used only for the purpose of implementing the provisions of this ISA and may be shared only with other authorized personnel for the purpose of implementing the provisions of this ISA. ("Employees for the purpose of this ISA shall include state employees, contract employees, consultants, volunteers, trainees, student interns and subcontractors who perform services under this ISA.) The Plymouth DA's Office also agrees to inform each of its employees having any involvement with such personal data of the laws and regulations relating to confidentiality, as well as the terms of this ISA.
- 9.3 The Plymouth DA's Office and the ADA will ensure that the DOR Information obtained through this ISA will, as required by G.L. c. 62C, §§ 21 and 21B; c. 62E; c. 66A; c. 93H; c. 119A, § 5A; 801 CMR 3.00 et seq.; and 26 USC §§ 6103, 7213, 7213A and 7431; and 42 USC § 654(26), remain confidential and be used only for the purposes of this ISA. The Plymouth DA's Office is prohibited from entering into any agreement to furnish, or from otherwise disclosing or sharing, the DOR Information to any third party, including individual listings from the DOR Information, or statistics from the DOR Information that could indirectly reveal an identifiable individual without prior written authorization from DOR. The notification requirements of G.L. c. 93H (Security Breaches) and regulations promulgated thereunder, and Executive Order Number 504 (Order Regarding the Security and Confidentiality of Personal Information), effective January 1, 2009, must be adhered to.

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The Plymouth DA's Office will appoint a Plymouth DA employee to assume responsibility for, and ensure compliance with, the confidentiality standards and safeguarding procedures outlined within the ISA. This Employee must sign DOR's "State Agency Compliance Agreement" (Attachment E) before the DOR Information will be released to the Plymouth DA's Office.

- 9.4 Upon hire, the ADA must complete DOR's "Confidentiality Policy Training and Acknowledgment of the Confidentiality of the Department of Revenue's Information" training which is conducted electronically. Additionally, the ADA must undergo satisfactory tax, child support, and criminal offender records checks, in accordance with DOR's policies.

Thereafter, the ADA must annually electronically complete both the "Acknowledgment Regarding the Confidentiality of the Department of Revenue's Information" and training and file a *Contractor Tax Filing Questionnaire* certifying that their state and federal income tax returns or state and federal extensions of filing have been timely filed.

DOR will prohibit access to the DOR Information by any ADA, including an ADA hired after the date of this ISA, until the ADA has signed the Confidentiality Acknowledgment, received training, and undergone satisfactory tax, child support and background checks.

- 9.5 The DOR Regional Counsel will provide training to the ADA which will specifically deal with: the purpose of this ISA; the restrictions of this ISA; DOR's confidentiality and security requirements; and the prohibitions relating to the disclosure or browsing of the DOR Information. The training shall also include each ADA viewing DOR's Protecting Privacy video.

During this training the DOR Regional Counsel will explain the responsibilities of "holders" of personal data, and will review the state and federal statutes and regulations relating to the DOR Information, including but not limited to, G.L. c. 62C, §§ 21 and 21B; G.L. c. 62E; c. 93H; G.L. c. 119A, § 5A; G.L. c. 66A; or 801 CMR 3.00 *et seq*; 26 USC §§ 6103, 7213, 7213A and 7431; and 42 USC § 654 (26).

- 9.6 No assignment of this ISA may be made by either party.

- 9.7 The ADA or a designee of the Plymouth DA's Office shall immediately notify the Deputy Commissioner of DOR's Inspectional Services Division, Tanya Harrison, both orally via a telephone call to (617) 626-2246 and in writing via email to HarrisonT@dor.state.ma.us, immediately, if any DOR Information in the possession of the Plymouth DA's Office is improperly used, accessed, or disclosed in violation of any applicable law or the terms of this ISA.

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- 9.8 DOR, the ADA and the Plymouth DA's Office shall cooperate with each other to enjoin or prevent misuse of, regain possession of, and otherwise protect the Commonwealth's rights in such personal data and ensure privacy thereof. DOR and the Plymouth DA's Office shall use reasonable and appropriate physical, technical, and administrative safeguards to prevent any access, use or disclosure, of the DOR Information other than as specified in this ISA.
- 9.9 DOR shall be entitled to periodically review the ADA's use of the DOR Information. The objective of such reviews will be to reasonably determine and verify, as required by G.L. c. 62C, §§ 21 and 21B, c. 62E, § 8 and c. 119A, § 5A, that the confidentiality of the DOR Information is maintained, that said information is used by the ADA only for authorized purposes, and that only data of individuals positively identified is subject to inquiry by the ADA. As part of such review, representatives from DOR's Inspectional Services Division shall have the right to visit the Plymouth DA's Office, upon reasonable notice, for the purpose of verifying and ensuring the security and confidentiality of all DOR information.
- 9.10 The ADA agrees to and will comply with all the requirements set forth below regarding "Safeguarding the Massachusetts Department of Revenue's Information."

A. PHYSICAL SECURITY REQUIREMENTS

The Plymouth DA's Office and the ADA must follow the best practices contained in the National Institute of Standards and Technology (NIST) Special Publication 800-53 Revision 2, "Security Controls for Federal Information Systems", Annex 2, "Moderate-Impact Baseline" (NIST 800-53 (Moderate Level)) (this document can be found at: <http://csrc.nist.gov/publications/PubsSPs.html>) regarding the physical security of the DOR Information, including, but not limited to, the following:

Implement Physical and Environmental Protection Policies and Procedures to ensure the protection of the DOR Information.

Maintain a list of all Employees with authorized access to all areas containing DOR Information and issue appropriate authorization credentials (e.g., badges, identification cards, smart cards) to such Employees.

Control all physical access points (including designated entry/exit points) to all areas containing DOR Information systems and verify access authorizations before granting access to any area containing DOR Information.

Control physical access to system devices that display DOR Information to prevent unauthorized individuals from observing the display.

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Monitor physical access to systems containing DOR Information to detect and respond to incidents.

Control physical access to systems containing DOR Information by authenticating visitors before authorizing access to facilities or areas containing DOR Information.

Ensure that all areas containing DOR Information have the capability of shutting off power to any information technology component that may be malfunctioning (e.g., due to an electrical fire) or threatened (e.g., due to a water leak) without endangering Employees by requiring them to approach the equipment.

Provide a short-term uninterruptible power supply to facilitate an orderly shutdown of the systems containing the DOR Information in the event of a primary power source loss.

Employ and maintain automatic emergency lighting systems that activate in the event of a power outage or disruption and that cover emergency exits and evacuation routes.

Employ and maintain fire suppression and detection devices/systems that can be activated in the event of a fire.

Regularly maintain, within acceptable levels, all facilities containing servers with DOR Information and monitor the temperature and humidity levels.

Protect the systems containing DOR Information from water damage resulting from broken plumbing lines or other sources of water leakage by ensuring that master shutoff valves are accessible, working properly, and known to key personnel.

Control information system-related items (i.e., hardware, firmware, software) entering and exiting the facility and maintain appropriate records of those items.

Employ appropriate information system security controls at alternate work sites containing DOR Information.

Position information system components containing DOR Information within the facility to minimize potential damage from physical and environmental hazards and to minimize the opportunity for unauthorized access.

B. TECHNICAL/DATA SECURITY REQUIREMENTS

In accordance with the Information Technology Division's (ITD) "Enterprise Information Security Standards" that were issued on October 26, 2007, DOR has classified the DOR Information as "High Sensitivity" (Confidential Use).

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The Plymouth DA's Office and the ADA must follow the best practices contained in the National Institute of Standards and Technology (NIST) Special Publication 800-53 Revision 2, "Security Controls for Federal Information Systems", Annex 2, "Moderate-Impact Baseline" (NIST 800-53 (Moderate Level)) (this document can be found at: <http://csrc.nist.gov/publications/PubsSPs.html>) regarding the technical/data security of the DOR Information, including, but not limited to, the following:

Implement rules and procedures to ensure that all computers or paper containing DOR Information are protected at all times at Plymouth DA's Office or approved alternate worksites. The DOR Information must never be left unattended at an Employee's desk, the photocopy machine, the fax machine, etc. The DOR Information must never be in the open sight of an Employee not authorized to access the DOR Information.

Never transmit the DOR Information by email or over the Internet unless the data at rest has been encrypted using a PGP or GPG encryption algorithm and the data is sent over an encrypted secure connection or a secure email process.

Monitor the use of the DOR Information maintained on computer systems to ensure that access to the systems is limited to authorized Employees who have a business need for the DOR Information.

Information technology functions, including but not limited to monitoring, auditing, technical operational and management controls, on any system or network which contains DOR Information cannot be outsourced.

Log and maintain all transaction accesses to the DOR Information for the period legally required based upon the information being accessed. These logs must be housed and maintained, and if legally requested, the logs must be provided to state and federal auditors and authorized DOR Employees.

Log all accesses to DOR information stored in an electronic or magnetic format whenever access to the media is requested. A log must be maintained showing all requests for access to any electronic or magnetic media which contains DOR Information. DOR Information stored in databases or on disk should have all accesses to the data logged. These logs must be maintained for the life of this ISA and delivered to DOR upon request.

Maintain a current inventory of all networks, servers, desktops, laptops, USB flash drives, CDs, floppy disks, etc., that contain DOR Information, including the location, serial number and the asset tag numbers of the devices.

Inform DOR's ISA Manager if equipment, including electronic or magnetic media containing DOR Information, is added, removed, destroyed or relocated during the term of this ISA.

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Ensure that all passwords required to access DOR Information have certain parameters, including, but not limited to; eight characters with one character consisting of at least one number or special character; and a mix of upper and lower case letters. Local administrative passwords must be maintained by the system administrator of the server and must be unique to the functional area. No single local administrative password can be maintained across all servers.

Conduct a data purification and user account validation in accordance with Executive Order 504 as soon as an Employee resigns, terminates, or has a change in duties. The Employee's access to the computer system containing the DOR Information must be immediately terminated. Established policies and procedures that define the process to change the status of such Employees must be followed.

Unless otherwise authorized under this ISA, ensure that the DOR Information is not commingled with any non-DOR Information.

Ensure that servers that contain DOR Information are hardened in accordance with the technical requirements contained in NIST 800-53 (Moderate Level). Appropriate server hardening must occur and the applications must restrict access to DOR Information to only those users with a need or use for the DOR Information. Server systems that contain DOR Information must be dedicated systems on an isolated network segment with a current Antivirus running at all times and housed in a physically secure computer room with access controls that limit access to authorized personnel.

Ensure that DOR Information is stored only on servers that meet or exceed the security requirements contained in this ISA and the NIST 800-53 (Moderate Level) computer security requirements. This includes installing approved security access control devices (hardware/software) that are receiving regularly scheduled maintenance, including upgrades, and ensuring the devices are being used. Access control includes password security, an audit trail, encryption or guided media, virus detection, and data overwriting capabilities.

The DOR Information must never be maintained or stored on any media, including servers, desktops, electronic media, tape, portable electronic devices, smart phones, pda's or paper, which do not meet the security requirements set forth in this ISA.

The DOR Information may not be maintained or stored on mobile or portable electronic devices without DOR's prior written approval and the DOR Information must be encrypted in accordance with NIST 800-53 (Moderate Level). This prohibition applies to laptop computers, smart phones, USB flash drives, Mp3 Players, CD Roms, DVD's, floppy disks or the equivalent of any of these devices. Delete emails which contain DOR Information from smart phones or other portable electronic media as soon as possible after reading. DOR Information received on a

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mobile device cannot be copied, resent or otherwise transmitted to any email system not controlled by the Plymouth DA's Office.

Unless otherwise authorized by this ISA, ensure that the DOR Information is not taken off the Plymouth DA's Office worksite without the prior written approval of DOR's ISA Manager.

Ensure that the following requirements are in place before allowing access to any file, application or server which contains DOR Information from a work site: Only the Plymouth DA Office owned or leased computers, media, and software can be used to process or access the DOR Information. Use of personal electronic devices, personal computers or laptops is not allowed at any work site. The Plymouth DA's Office must retain ownership and control of all hardware, software, and telecommunications equipment connecting to public communication networks, where these are resident at all work sites, including home offices. A two factor authentication process must be used for any individual who requires access from an alternate work site. The Plymouth DA's Office must define and provide a client certificate type being used for an SSL connection. The laptop must have a fully encrypted hard drive. The DOR Information cannot be stored or maintained on any alternate or portable electronic, magnetic or tape media. The Plymouth DA's Office will work with DOR's Inspectional Services Division and the Department's Chief Information Officer to review the above requirements in order for DOR to determine if the potential alternate worksite is in compliance with the requirements of this ISA.

Maintain all magnetic tape containing the DOR Information in accordance with Section MP-4 of NIST 800-53 for media protection. All DOR Information stored on electronic or magnetic media must be encrypted using either a software or hardware encryption methodology.

Ensure that all DOR Information is in an encrypted state, whether in-transit or at rest. DOR Information stored at Plymouth DA's Office local or alternative processing sites, remote vendor sites, offsite storage facility or alternative processing locations must be encrypted.

All removable electronic, magnetic tape or portable paper or electronic media containing DOR Information must be inventoried and stored in a locked case separate from all other data.

C. RETURN OR DESTRUCTION OF FILES

DOR maintains the DOR Information on its system only for as long as it is relevant or useful to DOR. DOR is responsible for the data destruction upon the end of the data life and provides proof of the destruction if needed. DOR

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follows the best practices contained in the NIST 800-53 Standard regarding the destruction of electronic or paper media.

DOR Information must never be discarded whole, under any circumstance. DOR returns or destroys the DOR Information in conformance with applicable state and federal laws and regulations, including G.L. c. 93I and the Massachusetts Statewide Records Retention Schedule.

When this ISA expires or is terminated, all DOR Information, including files, cartridges or hard copies, in the possession of Plymouth DA's Office or the ADA are to be destroyed or returned to DOR. Plymouth DA's Office and the ADA must certify, in writing, to DOR's ISA Manager that all the DOR Information, including files and tapes, have been destroyed or returned to DOR's Inspectional Services Division in accordance with all terms of this ISA.

Plymouth D.A. ISA Budget (Attachment B backup document)

	Seller/Child Account	Object Class	Description	Amount
	1201-0410	AA	Salary	\$50,304.00
	1201-0410	BB	Travel	\$400.00
	1201-0410	DD	Fringe	\$15,509.00
	1201-0410	EE	Indirect	\$9,065.00
	1201-0410	EE	Renditions	\$1,500.00
			Total	\$76,778.00

Options:

ISA will continue to be funded out of 12010410 account.

fringe benefit rate of 29.18% and payroll tax rate of 1.65% of payroll (total =30.83%). Reference Comptroller Memo# FY2016-01.

indirect cost rate of 18.02% based on information provided by PLY regarding proposed FY2016 rate pending federal approval

0-2015

INTERDEPARTMENTAL SERVICE AGREEMENT (ISA)

ATTACHMENT C
QUARTERLY EVALUATION

Ability to do the job:	Unsatisfactory	Meets Expectations	Exceeds Expectations	Outstanding
A. Organization of work and use of time				
B. Presentation of information (complete, accurate, properly organized, etc.)				
C. Ability to make effective use of supervision				
D. Ability to handle administrative details				
E. Reliability - compliance with Department rules and regulations (punctuality; absences, etc.)				
F. Performance on the job (dependability, flexibility, technical skills)				
G. Ability to demonstrate initiative and independent action				
H. Relationship with supervisors.				
I. Relationship with co-workers.				
J. Relationship with DOR customers (understanding; objectivity; etc.)				
K. Overall evaluation				

Indicate N/A if not applicable.

Days absent this period, not to include authorized personal days or vacation.

ATTACHMENT D

COMMONWEALTH OF MASSACHUSETTS

**Departmental Expenditures by Appropriation
Quarterly Financial summary Report**

Example only

Year: 2016

Department: Plymouth District Attorney

Object	Dept. MMARS code.	Approp.	Description	Expended	Encumbered	Total Committed	Uncommitted Balance	Total Budget
	PLY	1201-0410	Child Support Enforcement	(Allocation of 12010410)				
1			Salaries: Regular	\$50,304.00	\$0.00	\$50,304.00	\$0.00	
2			Travel	\$400.00	\$0.00	\$400.00	\$0.00	
9			Fringe Benefits Reimbursement	\$15,508.72	\$0.00	\$15,508.72	\$0.00	
6			Indirect Costs	\$9,064.78	\$0.00	\$9,064.78	\$0.00	
1			Renditions	\$1,000.00	\$0.00	\$1,000.00	\$0.00	
diary:				<u>\$76,277.50</u>	<u>\$0.00</u>	<u>\$76,277.50</u>	<u>\$0.50</u>	<u>\$76,278.00</u>

ATTACHMENT E

STATE AGENCY COMPLIANCE AGREEMENT

I, SONIA M. CRUISE, CHIEF FINANCIAL OFFICER of
(Name) (Title)

Plymouth District Attorney's Office (the "Agency") hereby acknowledge that, in connection with the
(Agency Name)

Agency's performance under a Interdepartmental Service Agreement (the "ISA") between the Agency and the Department of Revenue (DOR), the Agency and its Employees may have access to DOR Information, including, without limitation, state and federal tax, health insurance coverage information, wage reporting information, financial institution match information, 14-day new hire information, child support information, as well as "personal data" as defined in M.G.L. c. 66A and "personal information" as defined in M.G.L. c. 93H (collectively, the "DOR Information"). I agree that I will inform all Employees who may have access to the DOR Information about the terms of the ISA and that the DOR Information can only be used for the purposes outlined in the ISA. The term Employees, for the purpose of this Agreement, includes all full and part-time employees, volunteers, trainees and interns.

In performance of the ISA, the Agency agrees to comply with and assume responsibility for compliance by its Employees with the following requirements.

- 1) All work will be performed under the supervision of the Agency or the Agency's authorized Employees (defined as an Employee that has a legitimate business reason to access the DOR Information under the ISA.).
- 2) All DOR Information made available in any format shall be used only for the purpose of carrying out the provisions of the ISA. This DOR Information will be treated as confidential and will not be divulged or made known in any manner to any person except as may be necessary in the performance of the ISA. The Agency shall protect the confidentiality of the DOR Information in accordance with DOR requirements. In this regard, the Agency agrees to take commercially reasonable steps to ensure the confidentiality of the DOR Information. "Browsing" (defined as an unauthorized willful inspection) by or disclosure to anyone other than an authorized Employee is prohibited.
- 3) The Agency shall abide by all applicable statutes and regulations that prohibit the unauthorized use, disclosure inspection or browsing (defined as having no legitimate business reason to use, disclose or browse) of the DOR Information. Employees and other persons under the Agency's control or on its premises who may have access to the DOR Information shall be required by the Agency to agree that they will also abide by such statutes and regulations. In this regard, the Agency agrees to take commercially reasonable steps to prohibit Employees or other persons under the Agency's control or on its premises who may have access to the DOR Information from unlawfully using, disclosing or browsing the DOR Information.
- 4) All DOR Information will be accounted for upon receipt and properly stored before, during, and after processing. In addition, all related output and products will be given the same level of protections as required for the source material.
- 5) All computer systems processing, storing, or transmitting the DOR Information must meet the requirements defined in IRS Publication 1075 (available at www.irs.gov). To meet functional and assurance requirements, the security features of the environment must provide for the managerial, operational, and technical controls. All security features must be available and activated to protect against unauthorized use of and access to the DOR Information.
- 6) At the end of the ISA, or upon early termination of the ISA, the Agency certifies that the DOR Information processed during the performance of the ISA will be completely purged from all data storage components of its computer facility, and no output will be retained by the Agency at the time the work is completed. If immediate purging of all storage components is not possible, the Agency

certifies that any DOR Information remaining in any storage component will be safeguarded to prevent unauthorized disclosures.

- 7) The Agency will use commercially reasonable efforts to return to DOR any spoilage or any intermediate hard copy printout that may result during the processing of the DOR Information. When this is not possible, the Agency will be responsible for the destruction of the spoilage or any intermediate hard copy printouts, and will provide DOR with a statement containing the date of destruction, description of material destroyed, and the method used.
- 8) No work involving the DOR Information furnished under the ISA will be contracted without prior written approval of DOR and, if applicable, the IRS. The Agency will be responsible for its contractor's compliance with applicable statutes, regulations, and DOR requirements.
- 9) The Agency will maintain an up-to-date list of Employees authorized to access the DOR Information. Such list will be provided to DOR and, if applicable, to the IRS upon request.
- 10) The Agency agrees that during the term of the ISA, it will comply with the notification requirements of M.G.L. c. 93H (Security Breaches) and any supplemental procedures or regulations, and Executive Order 504 and any subsequent related regulations or amendments.
- 11) DOR, and if applicable, the IRS, shall have the right to send its officers and employees into the offices and plants of the Agency for inspection of the facilities and operations provided for the performance of any work under the ISA. On the basis of such inspection, specific measures may be required in cases where the Agency is found to be noncompliant with contract safeguards.
- 12) The Agency also agrees to any additional terms and conditions relating to the confidentiality and security of the DOR Information as set forth in the ISA and to apply all confidentiality and security provisions in this Agreement and in the ISA to the DOR Information, even beyond the expiration or termination of the ISA.

By signing this Agreement, I affirm that all Employees who will perform services for the Agency under the ISA and will have access to the DOR Information, including an Employee hired after the date of this Agreement, will have undergone background checks in accordance with the ISA, if applicable, and signed a copy of the attached "Acknowledgment Regarding the Confidentiality of the Department of Revenue's Information" (the "Acknowledgment"). In addition, these Employees must attend training and view DOR's Protecting Privacy Video. Each year, the Agency agrees to have all such Employees sign an Acknowledgment and view the Video. The Agency's ISA Manager will maintain the originals of all Acknowledgments and will allow DOR to copy or review such Acknowledgments upon request. I agree to post the Summary of the Laws in conspicuous locations throughout the Agency.

I attest that I am in a position to assume responsibility for, and ensure compliance with, this Agreement and that I am authorized to sign this Agreement on behalf of the Agency. I am aware that a violation of this Agreement may result in the termination of the ISA and from the Agency entering into any future data exchange agreements with DOR.

Additional Information Regarding Criminal/Civil Sanctions for Employees who may have access to, or work with, Federal tax returns or return information.

- 1) Each officer or employee of any person to whom returns or return information is or may be disclosed will be notified in writing by such person that returns or return information disclosed to such officer or employee can be used only for a purpose and to the extent authorized herein, and that further disclosure of any such returns or return information for a purpose or to an extent unauthorized herein constitutes a felony punishable upon conviction by a fine of as much as \$5,000 or imprisonment for as long as 5 years, or both, together with the costs of prosecution. Such person shall also notify each such officer and employee that any such unauthorized further disclosure of returns or return information may also result in an award of civil damages against the officer or employee in an amount not less than \$1,000 with respect to each instance of unauthorized disclosure. These penalties are prescribed by IRC sections 7213 and 7431 and set forth at 26 CFR 301.6103(n)-1.

- 2) Each officer or employee of any person to whom returns or return information is or may be disclosed shall be notified in writing by such person that any return or return information made available in any format shall be used only for the purpose of carrying out the provisions of this contract. Information contained in such material shall be treated as confidential and shall not be divulged or made known in any manner to any person except as may be necessary in the performance of the contract. Inspection by or disclosure to anyone without an official need to know constitutes a criminal misdemeanor punishable upon conviction by a fine of as much as \$1,000 or imprisonment for as long as 1 year, or both, together with the costs of prosecution. Such person shall also notify each such officer and employee that any such unauthorized inspection or disclosure of returns or return information may also result in an award of civil damages against the officer or employee [United States for Federal employees] in an amount equal to the sum of the greater of \$1,000 for each act of unauthorized inspection or disclosure with respect to which such defendant is found liable or the sum of the actual damages sustained by the plaintiff as a result of such unauthorized inspection or disclosure plus in the case of a willful inspection or disclosure which is the result of gross negligence, punitive damages, plus the costs of the action. These penalties are prescribed by IRC section 7213A and 7431.
- 3) Additionally, it is incumbent upon the contractor to inform its officers and employees of the penalties for improper disclosure imposed by the Privacy Act of 1974, 5 U.S.C.552a. Specifically, 5 U.S.C. 552a(i)(1), which is made applicable to contractors by 5U.S.C. 552a(m)(1), provides that any officer or employee of a contractor, who by virtue of his/her employment or official position, has possession of or access to agency records which contain individually identifiable information, the disclosure of which is prohibited by the Privacy Act or regulations established thereunder, and who knowing that disclosure of the specific material is prohibited, willfully discloses the material in any manner to any person or agency not entitled to receive it, shall be guilty of a misdemeanor and fined not more than \$5,000.
- 4) Granting a contractor access to FTI must be preceded by certifying that each individual understands the agency's security policy and procedures for safeguarding IRS information. Contractors must maintain their authorization to access FTI through annual recertification. The initial certification and recertification must be documented and placed in the agency's files for review. As part of the certification and at least annually afterwards, contractors should be advised of the provisions of IRC Sections 7431, 7213, and 7213A (see Exhibit 6, *IRC Sec. 7431 Civil Damages for Unauthorized Disclosure of Returns and Return Information* and Exhibit 5, *IRC Sec. 7213 Unauthorized Disclosure of Information*). The training provided before the initial certification and annually thereafter must also cover the incident response policy and procedure for reporting unauthorized disclosures and data breaches. (See Section 10) For both the initial certification and the annual certification, the contractor should sign, either with ink or electronic signature, a confidentiality statement certifying their understanding of the security requirements.

Plymouth District Attorney's Office

Name of Agency

By: Donna M. Cruise

Signature

DONNA M. CRUISE

(Print Name)

CHIEF FINANCIAL OFFICER

(Print Title)

JUNE 12, 2015

(Date)