Contract No. QJ309

STATE OF FLORIDA
DEPARTMENT OF REVENUE
STANDARD CONTRACT

THIS CONTRACT is entered into between the State of Florida, Department of Revenue, hereinafter referred to as the "Department", and Leon County, hereinafter referred to as the "Provider" or "County".

I. THE PROVIDER AGREES:

A. To provide services according to the conditions specified in Attachment A.

B. Federal Laws and Regulations

1. If this contract contains federal funds, the Provider shall comply with the provisions of 45 C.F.R., Parts 74 and 76, and/or 45 C.F.R., Part 92, and other applicable regulations as specified in Attachment A.

2. If this contract contains federal funds and is over $100,000, the Provider shall comply with all applicable standards, orders, or regulations issued under Section 306 of the Clean Air Act, as amended (42 U.S.C. 1857(h), et seq.), Section 508 of the Clean Water Act, as amended (33 U.S.C. 1368, et seq.), Executive Order 11738, and Environmental Protection Agency regulations (40 C.F.R., Part 15). The Provider shall report any violations of the above to the Department.

3. If this contract contains federal funding in excess of $100,000, the Provider must, prior to contract execution, complete the Certification Regarding Lobbying form, Attachment C. If a Disclosure of Lobbying Activities form, Standard Form LLL, is required, it may be obtained from the contract manager. All disclosure forms as required by the Certification Regarding Lobbying form must be completed and returned to the contract manager.

C. Audits and Records

1. To maintain books, records, and documents (including electronic storage media) in accordance with generally accepted accounting procedures and practices which sufficiently and properly reflect all revenues and expenditures of funds provided by the Department under this contract.

2. To assure that these records shall be subject at all reasonable times to inspection, review, or audit by state personnel and other personnel duly authorized by the Department, as well as by federal personnel.

3. To maintain and file with the Department such progress, fiscal and inventory reports as specified in Attachment A, and other reports as the Department may require within the period of this contract. Such reporting requirements must be reasonable given the scope and purpose of this contract.

4. To include these aforementioned audit and record keeping requirements in all approved subcontracts and assignments.

5. If this contract contains federal funds, the CFDA number(s) is 93.563.

D. Retention of Records

1. To retain, at the Provider's expense, all client records, financial records, supporting documents, statistical records, and any other documents (including electronic storage media) pertinent to this contract for a period of five (5) years after termination of this contract, or if an audit has been initiated and audit findings have not been resolved at the end of five (5) years, the records shall be retained until resolution of the audit findings.

2. Persons duly authorized by the Department and federal auditors, pursuant to 45 C.F.R. 92.36(I)(10), shall have full access to and the right to examine any of said records and documents during said retention period or as long as records are retained, whichever is later.

3. Upon completion or termination of the contract and at the request of the Department, the Provider will cooperate with the Department to facilitate the duplication and transfer of any said records or documents during the required retention period as specified in paragraph D.1. above.

E. Reporting and Monitoring

1. To provide reports as specified in Attachment A, and as otherwise requested by the Department.

2. **To permit persons duly authorized by the Department to inspect any records, papers, documents, facilities, goods and services of the Provider which are relevant to this contract, and/or interview any clients and employees of the Provider to be assured of satisfactory performance of the terms and conditions of this contract. Following such inspection the Department will deliver to the Provider a written list of its comments with regard to the manner in which said goods or services are being provided. The Provider will rectify all noted deficiencies provided by the Department within the specified period of time set forth in the comments or provide the Department with a reasonable and acceptable justification for not correcting the noted shortcomings. The Provider's failure to correct or justify within a reasonable time as specified by the Department may result in the withholding of payments, being deemed in breach or default, or termination of this contract.**

F. Indemnification

If the Provider is a state agency or subdivision as defined in section 768.28, Florida Statutes, only No. 2 below is applicable. Other than state agencies or subdivisions refer only to No. 1.

1. The Provider agrees to be liable for all claims, suits, judgments, or damages, including court costs and attorney's fees, arising out of the negligent or intentional acts or omissions of the Provider, and its agents, subcontractors, and employees, in the course of the operation of this contract. Where the Provider and the Department allegedly commit joint negligent acts, the Provider shall not be liable for nor have any obligation to defend the Department with respect to that part of the joint negligent act allegedly committed by the Department. In no event shall the Provider be liable for or have any obligation to defend the Department against such claims, suits, judgments, or damages, including costs and attorney's fees, arising out of the sole negligent acts of the Department. The Provider agrees that it is an independent contractor and not an agent or employee of the Department.

2. Any Provider who is a state agency or subdivision, as defined in section 768.28, Florida Statutes, agrees to be fully responsible for its negligent acts or omissions or tortious acts which result in claims or suits against the Department, and agrees to be liable for any damages proximately caused by said acts or omissions. Nothing herein is intended to serve as a waiver of sovereign immunity by any Provider to which sovereign immunity applies. Nothing herein shall be construed as consent by a state agency or subdivision of the State of Florida to be sued by third parties in any matter arising out of any contract. The Provider agrees that it is an independent contractor and not an agent or employee of the Department.

G. Insurance

1. To provide adequate liability insurance coverage on a comprehensive basis and to hold such liability insurance at all times during the existence of this contract. The Provider accepts full responsibility for identifying and determining the type(s) and extent of liability insurance necessary to provide reasonable financial protection for the Provider and the clients to be served under this contract. Upon the execution of this contract, the Provider shall furnish the Department written verification supporting both the determination and existence of such insurance coverage. Such coverage may be provided by a self-insurance program established and operating under the laws of the State of Florida. The Department reserves the right to require additional insurance as specified in Attachment A where appropriate.

2. If the Provider is a state agency or subdivision as defined by section 768.28, Florida Statutes, the Provider shall furnish the Department, upon request, written verification of liability protection in accordance with section 768.28, Florida Statutes. Nothing herein shall be construed to extend any party's liability beyond that provided in section 768.28, Florida Statutes.

H. Safeguarding Information

To not use or disclose any information concerning an applicant or recipient of IV-D services for any purpose not in conformity with state and federal law and regulations, except upon written consent of the applicant or recipient.

I. Assignments and Subcontracts

1. To neither assign the responsibility of this contract to another party nor subcontract for any of the work contemplated under this contract without prior written approval of the Department. No such approval by the Department of any assignment or subcontract shall be deemed in any event or in any manner to provide for the incurrence of any obligation of the Department in addition to the total dollar amount agreed upon in this contract. All such assignments or subcontracts shall be subject to the conditions of this contract (except Section I, Paragraph L.1.) and to any conditions of approval that the Department shall deem necessary.

2. Unless otherwise stated in the contract between the Provider and subcontractor, payments made by the Provider to the subcontractor must be within seven (7) working days after receipt of full or partial payments from the Department in accordance with section 287.0585, Florida Statutes. Failure to pay within seven (7) working days will result in a penalty charged against the Provider and paid to the subcontractor in the amount of one-half of one (1) percent of the amount due, per day from the expiration of the period allowed herein for payment. Such penalty shall be in addition to actual payments owed and shall not exceed fifteen (15) percent of the outstanding balance due.

J. Financial Reports

To provide financial reports to the Department as specified in Attachment A..

K. Return of Funds

To return to the Department any overpayments due to unearned funds or funds disallowed pursuant to the terms of this contract that were disbursed to the Provider by the Department. The Provider shall return any overpayment to the Department within forty (40) calendar days after either discovery by the Provider, or notification by the Department, of the overpayment. In the event that the Provider or its independent auditor discovers an overpayment has been made, the Provider shall repay said overpayment within forty (40) calendar days without prior notification from the Department. In the event that the Department first discovers an overpayment has been made, the Department will notify the Provider by letter of such a finding. Should repayment not be made in a timely manner, the Department will charge interest of one (1) percent per month compounded on the outstanding balance after forty (40) calendar days after the date of notification or discovery.

L. Purchasing

1. PRIDE

It is expressly understood and agreed that any articles which are the subject of, or are required to carry out this contract shall be purchased to the extent possible, (or if available) from Prison Rehabilitative Industries and Diversified Enterprises, Inc. (PRIDE) identified under Chapter 946, Florida Statutes, in the same manner and under the procedures set forth in subsections 946.515(2) and (4), Florida Statutes. For purposes of this contract, the person, firm, or other business entity carrying out the provisions of this contract shall be deemed to be substituted for the Department insofar as dealings with PRIDE. This clause

is not applicable to any subcontractors, unless otherwise required by law. An abbreviated list of products/services available from PRIDE may be obtained by contacting PRIDE's Tallahassee branch office at (850) 487-3774 or SunCom 277-3774.

2. Procurement of Products or Materials with Recycled Content

Additionally, it is expressly understood and agreed that any products or materials which are the subject of, or are required to carry out this contract shall be procured in accordance with the provisions of sections 403.7065, and 287.045, Florida Statutes.

M. Provider Assurance

The Provider assures that it will comply with:

1. Title VII of the Civil Rights Act of 1964, as amended, 42 U.S.C. 2000d et seq., which prohibits discrimination on the basis of race, color, or national origin.

2. Section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. 794, which prohibits discrimination on the basis of handicap.

3. Title IX of the Education Amendments of 1973, as amended, 20 U.S.C. 1681 et seq., which prohibits discrimination on the basis of sex.

4. The Age Discrimination Act of 1975, as amended, 42 U.S.C. 6101 et seq., which prohibits discrimination on the basis of age.

5. Section 654 of the Omnibus Budget Reconciliation Act of 1981, as amended, 42 U.S.C. 9849, which prohibits discrimination on the basis of race, creed, color, national origin, sex, handicap, political affiliation or beliefs.

6. The Americans with Disabilities Act of 1990, P.L. 101-336, which prohibits discrimination on the basis of disability and requires reasonable accommodation for persons with disabilities.

7. Chapter 415, Florida Statutes, which requires any person, who knows, or has reasonable cause to suspect, that a child, aged person or disabled adult is or has been abused, neglected or exploited, to report such knowledge or suspicion to the central abuse registry and tracking system of the Department of Children and Family Services on the statewide toll-free telephone number **(1-800-96ABUSE.)**

8. Section 112.0455, Florida Statutes, Drug-Free Workplace Act. The Department's agents and vendors shall refrain from the use of drugs and from being under the influence of drugs while in the workplace.

9. Title VII of the 1964 Civil Rights Acts, as amended, 42 U.S.C. 2000d et seq., and section 760.10, Florida Statutes, which prohibits sexual harassment in the workplace and ensures that each employee be allowed to work in an environment free from any form of improper discrimination and from retaliation against those who oppose or report sexual harassment.

10. The Department shall consider the employment by any contractor of unauthorized aliens a violation of section 274(e) of the Immigration and Nationality Act. Such violation shall be cause for unilateral cancellation of this contract.

11. All regulations, guidelines, and standards as are now or may be lawfully adopted under the above statutes.

12. The Provider agrees that compliance with this assurance constitutes a condition of continued receipt of or benefit from funds provided through this contract, and that it is binding upon the Provider, its successors, transferees, and assignees for the period during which services are provided.

13. The Provider further assures that all contractors, subcontractors, subgrantees, or others with whom it arranges to provide services or benefits to participants or employees in connection with any of its programs and activities are not discriminating against those participants or employees in violation of the above statutes, regulations, guidelines, and standards. The Provider agrees to fully cooperate in any criminal or administrative investigation by the Inspector General's Office. Failure to comply with any part of this assurance may constitute a breach of this contract and shall be grounds for termination of this contract under Section III(C)(3) of this contract.

N. Requirements of Section 287.058, Florida Statutes

1. To submit bills for fees or other compensation for services or expenses in sufficient detail for a proper pre-audit and post-audit thereof.

2. Where applicable, to submit bills for any travel expenses in accordance with section 112.061, Florida Statutes. The Department may, when specified in Attachment A, establish rates lower than the maximum provided in section 112.061, Florida Statutes.

3. To provide units of deliverables, including reports, findings, and drafts as specified in Attachment A, to be received and accepted by the contract manager prior to payment.

4. To comply with the criteria and final date by which such criteria must be met for completion of this contract as specified in Section III, Paragraph A.2. of this contract.

5. To allow public access to all documents, papers, letters, or other materials subject to the provisions of Chapter 119, Florida Statutes, and made or received by the Provider in conjunction with this contract. It is expressly understood that substantial evidence of the Provider's refusal to comply with this provision shall constitute a breach of contract.

O. Withholdings and Other Benefits

1. The Provider is responsible for Social Security and Income Tax withholdings.

2. The Provider is not entitled to state retirement or leave benefits except where the Provider is a state agency.

3. Unless justified by the Provider and agreed to by the Department in Attachment A, the Department will not furnish services of support (e.g., office space, office supplies, telephone service, secretarial, or clerical support) normally available to career service employees.

P. Sponsorship

As required by section 286.25, Florida Statutes, if the Provider is a non-governmental organization which sponsors a program financed wholly or in part by state funds, including any funds obtained through this contract, it shall, in publicizing, advertising or describing the sponsorship of the program, state: "Sponsored by Provider and the State of Florida, Department of Revenue". If the sponsorship reference is in written material, the words "State of Florida, Department of Revenue" shall appear in the same size letters or type as the name of the organization.

Q. Final Invoice

The Provider must submit the final invoice for payment to the Department no more than 45 calendar days after the contract ends or is terminated; if the Provider fails to do so, without good cause, all right to payment is forfeited and the Department will not honor any requests submitted after the aforesaid time period. **Any payment due under the terms of this contract may be withheld until all reports, deliverables, and completed tasks due from the Provider and necessary adjustments thereto have been approved by the Department.**

R. Public Entity Crimes

A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in section 287.017, Florida Statutes, for Category Two for a period of 36 months from the date of being placed on the convicted vendor list.

S. Discrimination

In accordance with Section 287.134(2)(a), Florida Statutes (2000), an entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity.

II. THE DEPARTMENT AGREES:

A. Contract Amount

To pay for contracted services according to the conditions of Attachment A in an amount not to exceed $86,803.95, subject to the availability of funds. The State of Florida's performance and obligation to pay under this contract is contingent upon an annual appropriation by the Legislature. The costs of services paid under any other contract or from any other source are not eligible for reimbursement under this contract.

B. Contract Payment

Pursuant to section 215.422, Florida Statutes, the voucher authorizing payment of an invoice submitted to the Department shall be filed with the State Comptroller not later than twenty (20) calendar days from the latter of the date a proper invoice is received or receipt, inspection and approval of the goods or services, except that in the case of a bona fide dispute the voucher shall contain a statement of the dispute and authorize payment only in the amount not disputed. The date on which an invoice is deemed received is the date on which a proper invoice is first received at the place designated by the Department. Invoices which have to be returned to a vendor because of vendor preparation errors will result in a delay in the payment. The invoice payment requirements do not start until a properly completed invoice, as defined in Chapter 3A-24, Florida Administrative Code, is provided to the Department. Approval and inspection of goods or services shall take no longer than five (5) working days. Such approval is for the purpose of authorizing payments and does not constitute a final approval of services purchased under this contract. A payment is deemed to be issued on the first working day that payment is available for delivery or mailing to the Provider. If a warrant in payment of an invoice is not issued within forty (40) calendar days, or thirty-five (35) calendar days for health care Providers as defined in Rule Chapter 3A-24, Florida Administrative Code, after the receipt of the invoice and receipt, inspection, and approval of the goods and services, the Department shall pay to the Provider, in addition to the amount of the invoice, interest at a rate as established pursuant to section 55.03(1), Florida Statues, on the unpaid balance from the expiration of such forty (40) calendar day period, or thirty-five (35) calendar day period for health care Providers as defined in Rule Chapter 3A-24, Florida Administrative Code, until such time that the warrant is issued to the Provider. The temporary unavailability of funds to make a timely payment due for goods or services does not relieve the Department from this obligation to pay interest penalties. Operational Accounting can be contacted at (850) 488-5949 and the Purchasing Office can be contacted at (850) 488-5445.

C. Vendor Ombudsman

A Vendor Ombudsman has been established within the Department of Banking and Finance. The duties of this individual include acting as an advocate for vendors who may be experiencing problems in obtaining timely

payment(s) from a state agency. The Vendor Ombudsman may be contacted at (850) 410-9724 or by calling the State Comptroller's Hotline, 1-800-848-3792.

III. THE PROVIDER AND DEPARTMENT MUTUALLY AGREE:

A. Effective Date

1. This contract shall begin on July 1, 2003 or on the date on which the contract has been signed by both parties, whichever is later.

2. This contract shall end on June 30, 2004.

B. Contract Status

This contract may not be renewed.

C. Termination

1. Termination at Will

This contract may be terminated by either party upon no less than thirty (30) calendar days written notice, without cause, unless a lesser time is mutually agreed upon by both parties. Said notice shall be delivered by certified mail, return receipt requested, or in person with proof of delivery.

2. Termination Because of Lack of Funds

In the event funds to pay on this contract become unavailable, the Department may terminate the contract upon no less than twenty-four (24) hours notice in writing to the Provider. Said notice shall be delivered by certified mail, return receipt requested, or in person with proof of delivery. The Department shall be the final authority as to the availability of funds.

3. Termination for Breach

Unless the Provider's breach is waived by the Department in writing, the Department may, by written notice to the Provider, terminate this contract upon no less than twenty-four (24) hours notice. Said notice shall be delivered by certified mail, return receipt requested, or in person with proof of delivery. If applicable, the Department may employ the default provisions in Chapter 60A-1.006, Florida Administrative Code. Waiver of breach of any provisions of this contract shall not be deemed to be a waiver of any other breach and shall not be construed to be a modification of the terms of this contract. The provisions herein do not limit the Department's right to remedies at law or to damages.

D. Severability

If any provision herein or the application thereof is held invalid for any reason, such invalidity shall not affect the validity of other provisions or applications thereof, which can be given effect without the invalid provision or application. To this end, the provisions of this contract are declared to be severable.

E. Renegotiation or Modification

1. Modifications of provisions of this contract shall only be valid when they have been reduced to writing and duly signed. The parties agree to renegotiate this contract if federal and/or state revisions of any applicable laws, or regulations make changes in this contract necessary.

2. The rate of payment and the total dollar amount may be adjusted retroactively to reflect price level increases and changes in the rate of payment when these have been established through the appropriations process and subsequently identified in the Department's operating budget.

F. Copyright and Right to Data

Where activities supported by this contract produce writing, sound recordings, pictorial reproductions, drawing or other graphic representation and works of any similar nature, the Department has the right to use, duplicate and disclose such materials in whole or in part, in any manner, for any purpose whatsoever and to have others acting on behalf of the Department do so. If the materials so developed are subject to copyright, trademark or patent, legal title and every right, interest, claim or demand of any kind in and to any patent, trademark or copyright, or application for the same, will vest in the State of Florida, Department of State, for the exclusive use and benefit of the state. Pursuant to section 286.021, Florida Statutes, no person, firm or corporation, including parties to this contract, shall be entitled to use the copyright, patent, or trademark without the prior written consent of the Department of State.

G. Software and Ownership Rights

Pursuant to Federal regulations at 45 CFR 95.617, the Department shall "have all ownership rights in software or modifications thereof and associated documentation designed, developed or installed with Federal financial participation."

The Federal Department of Health and Human Services, Administration for Children and Families, "reserves a royalty-free, non-exclusive, and irrevocable license to reproduce, publish, or otherwise use and to authorize others to use for Federal Government purposes, such software, modifications, and documentation.

H. Notice and Contact

1. The name, addresses and telephone numbers of the Contract Manager for the Department for this contract is:

   Dora L. Thomas
   Department of Revenue,
   Child Support Enforcement Program
   P.O. Box 8030
   Tallahassee, Florida 32314-8030
   Phone: 850/414-8024
   FAX: 850/921-1344
   thomado@dor.state.fl.us

2. The name, address(s) and telephone number(s) of the Project Manager for the Department is:

   Dora L. Thomas
   Department of Revenue,
   Child Support Enforcement Program
   P.O. Box 8030
   Tallahassee, Florida 32314-8030
   Phone: 850/414-8024
   FAX: 850/921-1344
   thomado@dor.state.fl.us

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3. The name, address(s) and telephone number(s) of the representative of the Provider responsible for administration of this contract is:

   Grant Slayden, Court Administrator
   Leon County Courthouse, Ste. 315
   301 S. Monroe Street
   Tallahassee, FL 32301
   850/577-4420
   850/487-7947
   slaydeng@mail.co.leon.fl.us

4. In the event that different contact or payment information is designated by either party after execution of this contract, notice of the changes(s) providing the new information will be rendered in writing within even (7) calendar days to the other party and said notification attached to originals of this contract.

I. Name, Mailing and Street Address of Payee

1. The name (Provider name as shown on page 1 of this contract) and mailing address of the official payee to whom the payment shall be made:

   Leon County Board of County Commissioners
   Leon County Courthouse, Ste. 315
   301 S. Monroe Street
   Tallahassee, FL 32301

2. The name of the contact person and street address where financial and administrative records are maintained:

   Dennis Pelletier
   Director of Budget Services
   Leon County Courthouse, Ste. 315
   301 S. Monroe Street
   Tallahassee, FL 32301
   850/577-4427
   850/487-7947
   pelletierd@mail.co.leon.fl.us

3. In the event that different contact or payment information is designated by either party after execution of this contract, notice of the change(s) providing the new information will be rendered in writing within seven (7) calendar days to the other party and said notification attached to originals of this contract.

J. All Terms and Conditions

This contract and its attachments contain all the terms and conditions agreed upon by the parties.

K. Controlling Law

The construction, interpretation and performance of this contract and all transactions under it shall be governed by the laws of the State of Florida.

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IN WITNESS THEREOF, the parties hereto have caused this 21 page contract to be executed by their undersigned officials as duly authorized.

PROVIDER: Leon County

SIGNED BY: _____

NAME: Tony Grippa

TITLE: Chairman

DATE: _____

_____
FEDERAL ID NUMBER

STATE OF FLORIDA, DEPARTMENT OF REVENUE

SIGNED BY: _____

NAME: NANCY KELLEY WITTENBERG

TITLE: Director, Administrative Services Program

DATE: _____

_____
Approved as to form and legal content
Child Support Enforcement Program - Legal Unit
Department of Revenue

CONTRACT IS NOT VALID UNTIL SIGNED AND DATED BY BOTH PARTIES

Attachment A

Scope of Work

Quasi-Judicial Services with Local Government

A. Services to be Provided

Under this contract the county agrees:

1. To provide sufficient staff in support of the judiciary to ensure that final judgements and orders are entered in the department's Title IV-D Child Support Enforcement (CSE) cases as provided in Section B of this attachment.

2. To provide sufficient facilities and equipment to deliver the agreed upon services.

3. To docket and hear civil complaints to establish paternity and proceedings related thereto; make hearings available to the litigants in accordance with Sections 742.011-742.12, Florida Statutes; cooperate with CSE to ensure that orders establishing paternity are issued by the hearing officers within the time frames set forth in 45 CFR 303.5, provided CSE timely files all required documents, including a request for hearing in accordance with applicable court procedure and completes discovery, genetic testing and mediation, as may be required by Sections 742.011-742.12, Florida Statutes.

4. To docket and hear interstate complaints and proceedings related thereto filed by CSE to secure or enforce support orders, including medical support, in accordance with Chapter 88, Florida Statutes.

5. To docket and hear petitions and proceedings related thereto filed by CSE to enforce support orders as may be required by 45 CFR 303.6.

6. To establish and or modify support orders using the Child Support Guidelines, as adopted by the Florida Legislature, under Section 61.30, Florida Statutes, including acting on petitions to modify support that are filed as a result of a review conducted by CSE in accordance with 45 CFR 303.8(c), when requested by CSE. When a support order deviates from the guidelines, the court order will incorporate written findings in support of the deviation, pursuant to Section 61.30, Florida Statutes.

7. To refer cases for mediation as appropriate and as may be required under Sections 44.102 and 61.183, Florida Statutes and Florida Family L.R.P. 12.740 and 12.741.

8. To provide that all child support payments in IV-D cases shall be made in accordance with Sections 61.1824 (1)(a) and (6), Florida Statutes.

9. To carry out the responsibilities assigned to the courts under the income withholding provisions of Section 61.1301, Florida Statutes.

B. Manner of Service Provisions

Under this contract, the county shall comply with the following criteria:

1. The county shall make every effort to ensure that orders are established or actions dismissed as appropriate in the department's Title IV-D Child Support Enforcement cases within the following time frames:

   a. 75% of the cases within 6 months from the date service of process is effected

   b. 90% of the cases within 12 months from the date service of process is effected

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2. Ensure that any findings and recommendations of general masters, special masters, or other quasi-judicial officers hearing Title IV-D cases, are transmitted to the appropriate judge within five (5) working days after the case is heard. However, orders prepared by the legal services providers shall be submitted to the judge within two (2) working days of receipt by the Hearing Officer.

C. Method of Payment - Cost Reimbursement

1. Subject to the terms of this contract and the provisions of 45 CFR, Part 304, the department shall reimburse the county for no more than a total dollar amount of $86,803.95 for expenditures made in accordance with the attached budget subject to the availability of funds. Request for reimbursement shall be made **monthly** and reimbursement by the department shall be made on the basis of a monthly-itemized Report of Disbursements, Attachment E of this contract, with substantiation. **Request for reimbursement shall be received by the Department within 45 days after services are rendered or a later date that shall be mutually agreed to by both parties in writing. If the county fails to comply with this provision, the county shall not be entitled to payment for those services.**

2. The department is deemed to have received an invoice when the invoice is received by the contract manager.

3. Subject to the dollar limitations in the attached budget, reimbursement for compensation of part-time personnel shall be based on the percentage of time devoted to the performance of functions pursuant to this contract. For audit purposes, the percentage of each part time staff person's "contract time" must be substantiated by completion of a Daily Time Report, Attachment D of this contract. This report shall accurately reflect 100% of the work time of each part time staff person who provides services under this contract. All staff persons for whom compensation is requested must be listed on a Summary Form each month. Those full time personnel who devote 100% of their work time to their contract will not be required to complete the Daily Time Report. Time reports required to be completed for any given month, must be submitted with the monthly Report of Disbursements, Attachment E of this contract. The Full Time Equivalent (FTE) percentage of each staff person may work more or less than the FTE percentage assigned to his/her position. In either event, the department will reimburse for the actual amount claimed if the request for reimbursement is substantiated and submitted in sufficient detail for proper preaudit and post audit thereof. Should the United States Department of Health and Human Services approve any time reporting system not requiring 100% documentation, the county may, after written notice from the department, utilize said approved system with necessary modification to the contract.

4. Expenses incurred pursuant to this contract shall be substantiated as indicated in paragraph 1 above and in accordance with the following:

   a. <u>Expenses:</u>

      (Expendable office supplies, telephone, postage, printing, etc.) Substantiation is required for all expenses of this nature in sufficient detail for a proper preaudit and postaudit. Purchases made from outside vendors must be supported by invoices or receipts. Purchases for all in-house postage (i.e., metered) and reproduction expenses must be supported by usage logs or similar documentation.

   b. <u>Non-Expendable:</u>

      Subject to the dollar limitations in the attached budget and with prior written, specific item approval of the department, non-expendable property may be purchased to effectuate the terms of this contract. The provider shall, by attachment, provide a list of all nonexpendable property to be purchased under the terms of this contract. The list must contain the specific property to be purchased and the approximate cost of each item. Nonexpendable property is defined as tangible personal property of a nonconsumable nature that has an acquisition cost

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of $1,000 or more per unit, and an expected useful life of at least one (1) year; and hardback bound books that are not circulated to students or the general public, the values or cost of which is $250 or more. Hardback books with a value or cost of $25 or more should be classified as an Operating Capital Outlay expenditure only if they are circulated to students or to the general public. All such property, purchased under this contract, shall be listed on property records of the provider. Said funding source, information needed to calculate the federal and/or state share, date of acquisition, unit cost, property inventory number and information on the location, use and condition, transfer, replacement or disposition of the property.

All property purchased under this contract shall be inventoried annually, and an inventory report shall be submitted to the department along with the final expenditure report. A report of nonexpendable property shall be submitted to the department along with the expenditure report for the period in which it was purchased.

Title to all nonexpendable property acquired with funds from this contract shall be vested in the department upon completion or termination of the contract. At no time shall the provider dispose of nonexpendable property purchased under this contract except with the permission of, and in accordance with, instructions from the department.

Subject to the dollar limitations in the attached budget, property owned by the county and utilized in providing the services under this contract may be depreciated using any approved IRS depreciation schedule subject to reimbursement by the department. The county will, by attachment, list all property to be depreciated by cost, acquisition date and depreciation amount.

c. Travel:

A travel voucher (State of Florida Voucher for Reimbursement of Traveling Expense-Form DBF-AA-15) must be submitted. Original receipts for expenses incurred during official authorized travel, such as car rental and air transportation, parking and lodging, tolls and fares, are required for reimbursement. Section 287.058, Florida Statutes, governing payments by the state for travel expenses provides further explanation, clarification and instruction regarding the reimbursement of traveling expenses necessarily incurred during the performance of official state business.

d. Conference Travel:

Prior approval is required in accordance with Section 112.061, Florida Statutes, and must be certified on Form DBF-AA-13 (State of Florida Authorization to Incur Travel Expenses) with a copy of the program or agenda of the conference attached.

5. Travel and per diem incidental to short term training, education and conferences will be reimbursed by the department. Reimbursement in addition to that specified above shall be authorized when staff working under the contract attend a training conference based on a request by the department.

6. Subject to the limitations of the attached budget, the department shall reimburse the county for expenditures under each major category of the budget up to the specified limits, provided however, that the county, with prior written approval of the departmental contract manager, may exceed the specified limits so long as the total reimbursable amount is not exceeded. The department shall reimburse all allowable expenditures pursuant to this contract on the basis of the prevailing rate of federal financial participation of actual costs incurred.

7. Budget

Approved Budget Period: 7/1/03 - 6/30/04

Personnel

Salaries

Hearing Officer Assigned to program 1.0 FTE	$76,309.75
Administrative Secretary Assigned to program 1.0 FTE	$27,698.37
Assigned to program FTE	$

Subtotal Salaries $104,008.12

Fringe Benefits

Retirement at 5.76%	$5,990.87
Social Security at 7.65%	$7,956.62
Group Insurance 1.0/FTE/year	$7,596.40
Life Insurance n/a/FTE/year	$0.00
Worker's Comp. 2.0/FTE/year	$417.28
Unemployment Comp. n/a/FTE/year	$0.00

Subtotal Benefits 21,961.17

Total Personnel $125,969.29

Expenses

Travel	$0.00
Expendable Office Supplies	$350.00
Communications	$0.00
Telephone	$102.12
Postage	$240.00
Equipment Rental and Maintenance	$780.72
Printing and Reproduction	$200.00
Short-term Training, Education and Conferences	$0.00

Total Expenses $1,672.84

Non-Expendable Property	$0.00
Indirect Cost	$3,879.00

* * *

Grand Total (includes County/FFP match)	**$131,521.13**
34% County Match (Total County match)	**$44,717.15**
66% Reimbursement from DOR/CSE (Total FFP)	**$86,803.95**

D. Special Provisions

1. Area of Service
The services required of the county pursuant to this contract shall be provided in Leon County/Counties.

2. Contract Termination Arrangements

After receipt of a notice of termination and except as otherwise directed, the county shall:

a. Stop work under the contract on the date and to the extent specified in the notice of termination.

b. Place no further orders for materials, services or facilities, except as may be necessary for completion of such portions of the work under the contract that are not terminated.

c. Terminate all orders to the extent that they relate to the performance of work which was terminated.

d. Prepare all necessary reports and documents required under the terms of the contract up to the day of termination, including the final report due at the termination of the contract, if any, without reimbursement for service tendered in completing said reports after the termination date, if said reports are not completed prior to the termination date.

e. Complete action or refer, within thirty (30) days or as otherwise directed in writing by the department, all cases listed as open as of the date of receipt of the notice of termination.

f. Return files, documents and equipment within thirty (30) days of the termination date specified in the notice of termination.

3. Modification of contracts due to a change in Federal Financial Participation (FFP)

In the event the FFP funding is increased or decreased during the term of this contract both parties agree that reimbursement by the department shall be at the new prevailing rate of FFP. Notification of the change of FFP and its effective date will be reduced to writing and said notification shall be attached to the original contract.

ATTACHMENT B

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION CONTRACTS/SUBCONTRACTS

Pursuant to 45 C.F.R., Part 76, this certification is required by federal regulations.

1. Each provider whose contract/subcontract contains federal monies must sign this certification prior to execution of each contract/subcontract. Additionally, providers who audit federal programs must also sign, regardless of the contract amount. DOR cannot contract with these types of providers if they are debarred or suspended by the federal government.

2. This certification is a material representation of fact upon which reliance is placed when this contract/subcontract is entered into. If it is later determined that the signer knowingly rendered an erroneous certification, the Federal Government may pursue available remedies, including suspension and/or debarment.

3. The provider shall provide immediate written notice to the Contract Manager at any time the provider learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

4. The terms "debarred," "suspended," "ineligible," "person," "principal," and "voluntarily excluded," as used in this certification, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549, (52 Fed. Reg., pp. 20360-20369). You may contact the Contract Manager for assistance in obtaining a copy of those regulations.

5. The provider agrees that by submitting this certification it shall not knowingly enter into any subcontract with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this contract/subcontract unless authorized by the Federal Government.

6. The provider further agrees by submitting this certification that it will require each subcontractor of this contract/subcontract, whose payment contains federal monies, to submit a signed copy of this certification.

7. The Department of Revenue may rely upon a certification of a provider that it is not debarred, suspended, ineligible, or voluntarily excluded from contracting/subcontracting unless it knows that the certification is erroneous.

8. This signed certification must be kept in the Contract Manager's contract file. Subcontractor's certifications must be kept at the contractor's business location.

CERTIFICATION (CONTINUED) – ATTACHMENT B

(1) The prospective provider certifies, by signing this certification, that neither the provider nor the provider's principals:

(A) Is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this contract/subcontract by any federal department or agency;

(B) Have not within a three-year period preceding this proposal been convicted of or had a civil judgement rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

(C) Are not presently indicted for or otherwise criminally or civilly charged by a government entity (Federal, State, or local with commission of any of the offenses enumerated in paragraph B of this certification; and,

(D) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.

(2) Where the prospective provider is unable to certify to any of the statements in this certification, such prospective provider shall attach an explanation to this certification.

_____ _____
Signature Chairman Date

Tony Grippa, Chairman, Leon County Board of County Commissioners
Name and Title of Authorized Signee (Type or Print)

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ATTACHMENT C

CERTIFICATION REGARDING LOBBYING
CERTIFICATION FOR CONTRACTS, GRANTS, LOANS AND COOPERATIVE AGREEMENTS

The undersigned certifies, to the best of his or her knowledge and belief, that:

(1) No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or an employee of any agency, a member of congress, an officer or employee of congress, or an employee of a member of congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of congress, an officer or employee of congress, or an employee of a member of congress in connection with this federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transactions was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. B52. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

_____ Signature Chairman

_____ Date

Tony Grippa
Name of Authorized Individual

QJ309
Application or Contract Number

Leon County Board of County Commissioners, 301 So. Monroe St, Tallahassee, Florida 32301
Name and Address of Organization

Attachment D
State of Florida
Department of Revenue
Child Support Enforcement

Daily Time Report

Time Period (From: _____ To: _____)

Remit Address:
County Board of County Commissioners
Address 1
Address 2
City, State Zip

Contract # ~~~~~
Purchase Order # S 7300 ~~~~~~

Name and Title

Total number of work days in the month*

Phone and Fax Numbers

Total number of hours spent on Title IV-D cases**

Day of Month	Hours spent on Title IV-D cases
1	
2	
3	
4	
5	
6	
7	
8	
9	
10	
11	
12	
13	
14	
15	
16	
17	
18	
19	
20	
21	
22	
23	
24	
25	
26	
27	
28	
29	
30	
31	

** Total number of hours spent on IV-D cases _____
* Number of work days in the month _____
% of time spent on IV-D cases (formula built in) _____

Provider's Certification: I certify that this Daily Time Report is a true and accurate reflection of time spent on Title IV-D work for the period stated above and is allowable and directly related to the purposes of this contract.

Signature of Preparer, and date:

Print name of Preparer

Attachment E

State of Florida
Department of Revenue
Child Support Enforcement

Report of Disbursements

Invoice for Payment, Reimbursement Period (From: _____ To: _____)

Remit payment to:
County Board of County Commissioners
Address 1
Address 2
City, State Zip
Attn: _____

Contract # ~~~~
Purchase Order S 7300 ~~~~~

Description	Approved Budget	Total Expenditures to Date	Actual Expenditures for the Period	Contract Balance
Personnel:				
Gross Salaries				
Fringe Benefits				
Total Personnel				
Total Expenses				
Non-Expendable Property				
Indirect Cost				
Net Cost of County				
Less County Match (34%)				
Total State Reimbursement (66%)				

Provider's Certification

I certify that this 2 page report is a true and accurate reflection for this period's expenditures and that these expenses were made only for the items or services which are allowable and directly related to the purposes of this contract.

_____
Signature of Provider Agency Official, and Date

_____
Phone & Fax Numbers

_____
Print Name/Title of Provider Agency Official

_____
Email Address

For Department of Revenue's Use:

Date Invoice Received _____ Org Code _____
Date Goods & Services Received _____ EO _____
Date Goods & Services Approved _____ Object Code _____

Approved by _____

Expenditure Detail

Description		Approved Budget	Total Expenditures to Date	Actual Expenditures for the Period	Contract Balance
Personnel (Gross Salaries)					
Name/Position	FTE to IV-D Work				
Name 1 Hearing Officer 1	____ FTE				
Name 2 Hearing Officer 2	____ FTE				
Name 3 Administrative Assistant	____ FTE				
Name 4 Senior Secretary	____ FTE				
Subtotal - Gross Salaries					
Fringe Benefits (Employers Share)					
Retirement	____%				
FICA/Medicare	____%				
Insurance	____%				
Worker's Comp	____%				
Subtotal - Fringe Benefits					
Expenses					
Travel					
Expendable Office Supplies					
Communications					
Telephone					
Postage					
Equipment Rental and Maintenance					
Printing and Reproduction					
Short-term Training/Education and Conferences					
Subtotal - Expenses					