

STATE OF FLORIDA
DEPARTMENT OF REVENUE – CHILD SUPPORT PROGRAM
SHERIFF'S CONTRACT

THIS CONTRACT is entered into between the State of Florida, Department of Revenue, hereinafter referred to as the "Department," and Nassau County Board of County Commissioners, hereinafter referred to as the "Contractor." As further agreed to and described in Section III. of this Contract, this Contract shall begin on July 1, 2024, or the date on which the Contract has been signed by the last party required, whichever is later. It shall end on June 30, 2029. For this Contract, there shall be one (1) five (5) year optional renewal period.

I. THE CONTRACTOR AGREES:

A. Contract Document

1. To provide commodities and services indicated on Attachment A in accordance with the terms and conditions specified in this Contract. Purchase order(s) may be issued to the Contractor annually. Under s. 287.057(1)(e)12., F.S., this Contract is not subject to the competitive-solicitation requirements of s. 287.057, F.S.
2. That the Contract document consists of all attached documents.

B. Governing Law

That this Contract is executed and entered into in the State of Florida, and shall be construed, performed and enforced in all respects in accordance with Florida law including Florida provisions for conflict of laws. Venue shall be Tallahassee, Florida.

C. Invoicing and Travel

1. To submit bills for fees or other compensation for services or expenses in sufficient detail for a proper pre-audit and post-audit.
2. That where itemized payment for travel expenses is permitted in this Contract and authorized in advance by the Department's Contract Manager, to submit bills for any travel expenses in accordance with s. 112.061, F.S., or at such lower rates as may be provided in this Contract.
3. That invoices shall be submitted to the following address: sheriff_invoices@floridarevenue.com and a copy of the invoice will be emailed to the Department's Contract Manager at Jamie.Bailey@floridarevenue.com.

D. Records and Retention

1. To establish and maintain books, records and documents (including electronic storage media) sufficient to reflect all income and expenditures of funds provided by the Department under this Contract.
2. To retain, at no additional cost to the Department, 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 completion of the Contract, or if an audit has been initiated and audit findings have not been resolved at the end of five (5) years, the records and documents shall be retained until resolution of the audit findings or any litigation which may be based on the terms of this Contract. If any such records are eligible for destruction under applicable record retention schedules before five (5) years after completion of the Contract the records may be destroyed with the prior written approval of the Department's Contract Manager.
3. Upon demand and at no additional cost to the Department, the Contractor will facilitate the duplication and transfer of any records or documents during the required retention period.

E. Public Records, Audits, Inspections, Investigations and Monitoring

1. That requests for public records will be handled pursuant to Chapter 119, F.S.
2. To assure that these records shall be subject at all reasonable times to inspection, review, copying, or audit by Federal, State, or other personnel duly authorized by the Department.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, F.S. TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (850) 617-8347, or email: Sarah.Wachman.Chisenhall@FloridaRevenue.com, or Mail to: PO Box 6668, Tallahassee, FL 32314-6668.

3. To permit persons duly authorized by the Department to inspect Contractor facilities and information resources (computers, mobile computing and storage devices) relevant to this contract to ensure compliance with state and federal security controls.
4. To permit persons duly authorized by the Department to inspect and copy any records, papers, documents, goods and services of the Contractor which are relevant to this Contract; and to interview any clients, employees and subcontractor employees of the Contractor to assure the Department of the satisfactory performance of the terms and conditions of this Contract. Following such review, the Department will deliver to the Contractor a written report of its findings and where appropriate, a request for the Contractor to submit a corrective action plan (see § III.C.).
5. To comply and cooperate immediately with any inspections, reviews, investigations, or audits deemed necessary by the Office of the Inspector General (s. 20.055, F.S.), and/or the Auditor General (s. 11.45, F.S.) of Florida.
6. To include the aforementioned audit, inspections, investigations and record keeping requirements in all subcontracts and assignments.

F. [Reserved]

G. Insurance

To provide continuous adequate liability insurance coverage during the existence of this Contract and any renewal(s) and extension(s). Such coverage may be provided by a self-insurance program established and operating under the laws of the State of Florida.

H. Safeguarding State and Federal Confidential Information

To comply with all applicable state and federal laws, regulations and security controls related to access and use of confidential information obtained from individuals, businesses, state and federal resource information systems, information systems of other agencies, and from any other person, whether the information is maintained within the Department's information systems or Contractor information system and devices or otherwise. Contractor acknowledges that the following managerial, operational and technical security controls are in place before and during Contractor or subcontractor staff access Department information sources.

1. Contractor shall restrict access to state and federal confidential information obtained under this Contract to staff authorized to perform their official duties under this Contract. Access and use of information is authorized only for the purposes described in this Contract. IF THERE IS ANY DOUBT WHETHER DISCLOSURE OF TAXPAYER OR CHILD SUPPORT PROGRAM INFORMATION IS AUTHORIZED, THE INFORMATION MUST NOT BE DISCLOSED. Any questions should be directed to the Department's Contract Manager who will discuss the question with the Department's Disclosure Officer within the Office of General Counsel.
2. The Contractor will ensure all employees and subcontractors receive Criminal Justice Information Services (CJIS) training that includes safeguarding of confidential information and applicable civil liability and criminal penalties for unauthorized disclosure.
3. All Contract terms relating to confidential information and data security apply to the Contractor, the Contractor's employees, agents, subcontractors and any other person who performs work under the Contract or subcontract.
4. Contractor facilities must have locks and other protective measures at all physical access points to prevent unauthorized access to computer and support areas containing state and federal confidential information at all times when not in use.
5. Printed documents containing confidential information must be safeguarded in a locked container or facility when not in use and transported securely only for purposes directly related to performing the work under the Contract.
6. Contractor may not access or transmit state or federal confidential information obtained under this Contract remotely through unsecure commercial or public accesses.
7. Access to Federal Tax Information (FTI) is not provided under this Contract.

I. Assignments and Subcontracts

1. To neither assign the responsibility for this Contract to another party nor subcontract for any of the work contemplated under this Contract without prior written approval of the Department which shall not be unreasonably withheld. Any sublicense, assignment, or transfer otherwise occurring without prior approval of the Department shall be null and void.
2. To be responsible for all work performed and for all products produced pursuant to this Contract whether actually furnished by the Contractor or its subcontractors. Any subcontracts shall be evidenced by a written document. The Contractor further agrees that the Department shall not be liable to the subcontractor in any way or for any reason. The Contractor, at its expense, will defend the Department against such claims.
3. To make payments to any subcontractor within seven (7) working days after receipt of full or partial payments from the Department in accordance with s. 287.0585, F.S., unless otherwise stated in the Contract between the Contractor and subcontractor. Failure to pay within seven (7) working days will result in a penalty that shall be charged against the Contractor and paid to the subcontractor in the amount of one-half of one percent (.005) of the amount due per day from the expiration of the period allowed for payment. Such penalty shall be in addition to actual payments owed and shall not exceed fifteen percent (15%) of the outstanding balance due.
4. That the State of Florida shall at all times be entitled to assign or transfer its rights, duties, or obligations under this Contract to another governmental agency in the State of Florida, upon giving prior written notice to the Contractor. In the event the State of Florida approves transfer of the Contractor's obligations, the Contractor remains responsible for all work performed and all expenses incurred in connection with the Contract. This Contract shall remain binding upon the successors in interest of either the Contractor or the Department.

J. Return of Funds

To return to the Department any overpayments due to unearned funds or funds disallowed pursuant to the terms and conditions of this Contract that were disbursed to the Contractor by the Department. In the event that the Contractor or its independent auditor discovers that an overpayment has been made, the Contractor shall repay said overpayment immediately without prior notification from the Department. In the event that the Department first discovers an overpayment has been made, the Department's Contract Manager, on behalf of the Department, will notify the Contractor by letter of such findings. Should repayment not be made forthwith, the Contractor will be charged at the lawful rate of interest on the outstanding balance after Department notification or Contractor discovery.

K. My Florida Marketplace

That the Contractor shall register with MyFloridaMarketplace (MFMP) in accordance with Rule 60A-1.033, F.A.C. and maintain an active registration with MFMP for the duration of this Contract. As a governmental entity the Contractor is exempt from payment of the MFMP transaction fee in accordance with Rule 60A-1.031(6)(b), F.A.C.

L. Non-discrimination Requirements

That the Contractor will not discriminate against any employee in the performance of this Contract or against any applicant for employment because of age, race, religion, color, disability, national origin, marital status, sex or genetic information. The Contractor further assures that all subcontractors, sub grantees, 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 because of age, race, religion, color, disability, national origin, marital status, sex or genetic information. This is binding upon the Contractor employing fifteen (15) or more individuals.

M. Employment Requirements

1. That unauthorized aliens shall not be employed by the contractor. The Department shall consider the employment of unauthorized aliens a violation of 8 CFR 274a.5 of the Immigration and Nationality Act (8 USC § 1324a). Such violation shall be cause for unilateral cancellation of this contract by the Department.
2. Additionally, beginning January 1, 2021, pursuant to section 448.095(2), F.S., every public employer, contractor, and subcontractor shall register with and use the E-Verify system to verify the work authorization status of all newly hired employees. A public employer, contractor, or subcontractor may not enter into a contract unless each party to the contract registers with and uses the E-Verify system. The requirements for

such verification checks are outlined in *Attachment I – E-verify System Check Requirements*. This document is required to be signed by all contractors who have staff assigned to perform any services under this contract.

3. If a contractor enters into a contract with a subcontractor, the subcontractor must provide the contractor with an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien.
4. The contractor shall maintain a copy of such affidavit for the duration of the contract.
5. A public employer, contractor, or subcontractor who has a good faith belief that a person or entity with which it is contracting has knowingly violated section 448.09(1), F.S., shall terminate the contract with the person or entity.
6. A public employer that has a good faith belief that a subcontractor knowingly violated this subsection, but the contractor otherwise complied with this subsection, shall promptly notify the contractor and order the contractor to immediately terminate the contract with the subcontractor.
7. A contract terminated under paragraph 5, or paragraph 6, is not a breach of contract and may not be considered as such.
8. A public employer, contractor, or subcontractor may file an action with a circuit or county court to challenge a termination under paragraph 5 or 6 no later than 20 calendar days after the date on which the contract was terminated.
9. If a public employer terminates a contract with a contractor under paragraph 5 or 6, the contractor may not be awarded a public contract for at least 1 year after the date on which the contract was terminated.
10. A contractor is liable for any additional costs incurred by a public employer as a result of the termination of a contract.

N. Independent Capacity of the Contractor

1. To act in the capacity of an independent contractor and not as an officer, employee of the State of Florida, except where the Contractor is a state agency. Neither the Contractor nor its agents, employees, subcontractors or assignees shall represent to others that it has the authority to bind the Department unless specifically authorized in writing to do so.
2. That this Contract does not create any right to state retirement, leave benefits or any other benefits of state employees as a result of performing the duties or obligations of this Contract.
3. To take such actions as may be necessary to ensure that each subcontractor of the Contractor will be deemed to be an independent contractor and will not be considered or permitted to be an agent, servant, joint venturer, or partner of the State of Florida.
4. That the Department will not furnish services of support (e.g., office space, office supplies, telephone service, secretarial or clerical support) to the Contractor, or its subcontractor or assignee, unless specifically agreed to by the Department in this Contract.
5. That all deductions for social security, withholding taxes, income taxes, garnishment or other court reductions in pay, contributions to unemployment compensation funds and all necessary insurance for the Contractor, the Contractor's officers, employees, agents, subcontractors, or assignees shall be the sole responsibility of the Contractor.

O. [Reserved]

P. [Reserved]

Q. Final Invoice

To submit the final invoice for payment to the Department no more than 45 days after the Contract ends or is terminated. If the Contractor fails to do so, all rights to payment are 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 tasks due from the Contractor pursuant to this Contract and necessary adjustments thereto have been approved by the Department.

R. Lobbying

To comply with all applicable lobbying regulations, including sections 11.062 and 216.347, F.S., which limit the expenditure of contract funds for the purpose of lobbying the Legislature, judicial branch, or a state agency.

S. Public Entity Crime

That pursuant to s. 287.133, F.S., the following restrictions are placed on the ability of persons convicted of public entity crimes to transact business with the Department: When a person or affiliate has been placed on the convicted vendor list following a conviction for a public entity crime, he/she 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 the 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 s. 287.017, F.S., for CATEGORY 2 for a period of thirty-six (36) months from the date of being placed on the convicted vendor list.

T. [Reserved]

U. [Reserved]

V. [Reserved]

W. Access to Department Information

1. Personal identifying information provided by the Department of Revenue is confidential and exempt and may be used only for the purposes specified under this Contract.
2. The Contractor shall ensure any mobile computing device used by the Contractor to maintain or process confidential information provided by the Department under the Contract shall be encrypted by the Contractor.
3. The Contractor shall ensure that any device or system used to maintain or process confidential information provided by the Department under the Contract has encryption technology enabled so that all content is encrypted while in transit and at rest.
- 4 The Contractor will comply with Rule Chapter 60GG-2, F.A.C., as applicable.

X. Breach Reporting and Notification Responsibility

That the Contractor is subject to s. 501.171, F.S., which requires reporting and remedies for breach of security related to third-party confidential information, as well as fines of up to \$500,000 for failure to report timely. For persons affected by a breach who reside outside the state of Florida, the Contractor shall comply with the law of the State where the person resides.

If this Contract includes access or disclosure of state or federal Child Support Program information, the Contractor shall immediately, upon discovery, but in no case later than one hour after discovery notify the Department's Contract Manager and the Child Support Program Director of any suspected or confirmed incident involving unauthorized access and/or disclosure of state or federal Child Support Program confidential information.

Y. Reporting Fraud

That any detected or suspected fraudulent activity committed against the Department, using Department resources, or affecting Department services must be reported to the Department immediately in one of the following ways:

1. Using SUNTAX
Individuals with access to SUNTAX will report tax violations using the Create Lead Referral action item within SUNTAX.
2. Using Ethics Link
Individuals with access to the Department's intranet will select a fraud incident type within Ethics Link to submit a report.
3. Directly to the Office of Inspector General by calling (850) 617-8152 or by email to IGReportFraud@floridarevenue.com.

No individual shall be retaliated against for reporting suspected fraudulent activity or participating in the investigation of suspected fraudulent activity.

The Department will pursue available legal remedies to recover losses, if appropriate. Legal actions will be taken against consultants, vendors, contractors, contractors' employees, or any other external parties and/or entities determined to be participants in fraud.

Z. [Reserved]

AA. Additional Requirements Due to Federal Funding

1. The Contractor shall comply with the applicable provisions of 45 CFR Part 75.
2. If this Contract is valued at greater than \$150,000, the Contractor shall comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act (U.S.C. 7401-7671(g) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).
3. If this Contract contains federal funding more than \$100,000, the Contractor must, prior to contract execution, complete the Certification Regarding Lobbying form, Attachment E. If a Disclosure of Lobbying Activities form, Standard Form LLL, is required, it may be obtained from the Department's Contract Manager. All disclosure forms as required by the Certification Regarding Lobbying form must be completed and returned to the Department's Contract Manager.
4. Pursuant to 45 CFR 75.322:
 - a. Title to intangible property acquired under a Federal award vests upon acquisition to the non-Federal entity.
 - b. The Federal Department of Health and Human Services, Administration for Children and Families, reserves a royalty-free, non-exclusive, and irrevocable-right to reproduce, publish, or otherwise use the work for Federal Government purposes, and authorize others to do so.
 - c. The non-Federal entity is subject to applicable regulations governing patents and inventions, including government-wide regulations issued by the U.S. Department of Commerce at 37 CFR Part 401.
 - d. The Federal Government has the right to obtain, reproduce, publish, or otherwise use the data produced under a Federal award and, authorize others to receive, reproduce, publish, or otherwise use such data.
5. At all reasonable times for as long as records are maintained, the HHS awarding agency, Inspectors General, the Comptroller General of the United States and persons duly authorized by the Department pursuant to 45 CFR Part 75.364, must have the right of access to any documents, papers, or other records of the non-Federal entity which are pertinent to the Federal award, in order to make audits, examinations, excerpts, and transcripts. The right also includes timely and reasonable access to the non-Federal entity's personnel for the purpose of interview and discussion related to such documents
6. The State of Florida's performance and obligation to pay under this Contract is contingent upon an annual appropriation by the Florida Legislature with matching funds made available by the Federal government.
7. For purposes of this Contract, the Contractor is not a subrecipient under 45 CFR 75.351

AB. Prohibition of Scrutinized Companies

That in accordance with section 287.135, F.S., the Contractor certifies (by signing this contract) that the company is not on the Scrutinized Companies with Activities in Sudan List; or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List; and that it does not have business operations in Cuba or Syria; and that the company is not participating in a boycott of Israel. In the event, the contractor is placed on one of the scrutinized lists after execution of this contract, the contractor shall immediately report the action to the Department. If it is determined that a false certification was made by the contractor, the contractor is subject to the civil penalties and actions described in section 287.135(5), F.S.

II. THE DEPARTMENT AGREES:

A. Contract Amount

To pay for contracted commodities and services according to the terms and conditions of this Contract in an amount estimated not to exceed \$30,391.00, subject to the availability of funds. Any costs or services paid for under any other contract or from any other source are not eligible for payment under this Contract.

B. Contract Payment

That pursuant to s. 215.422, F.S., the Department has five (5) working days to inspect and approve goods and services, unless the bid specifications, purchase order, or this Contract specify otherwise. With the exception of payments to health care contractors for hospital, medical, or other health care services, if payment is not available within forty (40) days, measured from the latter of the date a properly completed invoice is received by the Department or the goods or services are received, inspected, and approved, a separate interest penalty set by the Chief Financial Officer pursuant to s. 55.03, F.S., will be due and payable in addition to the invoice amount.

Payments to health care contractors for hospital, medical, or other health care services, shall be made not more than thirty-five (35) days from the date eligibility for payment is determined. Financial penalties will be calculated at the daily interest rate of .03333%. Invoices returned to a Contractor due to preparation errors will result in a non-interest bearing payment delay. Interest penalties less than one (1) dollar will not be paid unless the Contractor requests payment.

C. Vendor Ombudsman

That a Vendor Ombudsman has been established within the Department of Financial Services. The duties of this office are found in s. 215.422 (7), F.S., which include disseminating information relative to the prompt payment of this state and assisting vendors in receiving their payments in a timely manner from a state agency. The Vendor Ombudsman may be contacted at (850) 410-9724. An automated payment history line (850) 413-7269 is available for payment history and pending payment information.

III. THE CONTRACTOR AND DEPARTMENT MUTUALLY AGREE:**A. Effective and Ending Dates**

That this Contract shall begin on July 1, 2024, or on the date which the Contract has been signed by the last party required to sign it, whichever is later. It shall end on June 30, 2029. The State of Florida's performance and obligation to pay under this Contract is contingent upon an annual appropriation by the Legislature.

B. Contract Renewal

That in accordance with Florida Statutes and upon mutual agreement, the Department and the Contractor may renew the Contract, in whole or in part, for a period that may not exceed three (3) years or the term of the Contract, whichever period is longer. The renewal may be divided into increments, may be for a complete term, or any combination thereof. Any renewal shall specify the renewal price, as set forth in the solicitation response. The renewal must be in writing and signed by both parties and is contingent upon satisfactory performance evaluations and subject to availability of funds for this Contract. For this Contract, there shall be one (1) five (5) year optional renewal period.

C. Corrective Action Plan

1. That should the Department identify any deficiency based on Contract requirements, which the Department, in its sole discretion, deems to be of significant magnitude, the Department may notify the Contractor of the deficiency and of the need to submit a corrective action plan (CAP).
2. That upon such notification, the Contractor shall submit a formal written CAP within ten (10) business days of the date of the letter from the Department requiring submission of a CAP. The CAP shall be sent to the Department's Contract Manager for review approval determination.
3. That the Department shall notify the Contractor in writing of the acceptance or unacceptability of the CAP within ten (10) business days of receipt of the CAP. If the CAP is unacceptable, the Department shall provide a written statement identifying in reasonable detail, why the Department believes the CAP will not result in correction of the cited deficiencies. The Contractor shall have ten (10) business days from receipt of the rejection letter to submit a revised CAP or letter of explanation.
4. That upon acceptance of the CAP, the Contractor shall have at the discretion of the Department, up to sixty (60) calendar days to implement and successfully complete the agreed upon CAP. Acceptance of the CAP by the Department does not guarantee the implementation will result in elimination of future deficiencies.
5. That the CAP will remain in effect until all deficiencies are corrected. Updates on the status of the plan will be required as determined by the Department's Contract Manager.
6. That the Contractor's failure to respond to a request for a corrective action plan or failure to meet the corrective action plan may result in termination of the Contract, pursuant to the termination provisions set forth in this

Contract. The Department reserves the right to exercise other remedies as permitted by law.

D Termination

1. That this Contract may be terminated by the Department or Contractor without cause upon no less than thirty (30) calendar days' notice in writing to the other party unless a shorter time is mutually agreed upon in writing.
2. In the event funds for payment pursuant to this Contract become unavailable, the Department may terminate this Contract upon no less than twenty-four (24) hours' notice in writing to the Contractor. The Department shall be the final authority as to the availability and adequacy of funds. In the event of termination of this Contract, the Contractor will be compensated for any work satisfactorily completed.
3. That this Contract may be terminated for the Contractor's non-performance upon no less than twenty-four (24) hours' notice in writing to the Contractor. If applicable, the Department may employ the default provisions in Section 287.1351, F.S. 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 and conditions of this Contract. The provisions herein do not limit the Department's right to remedies at law or in equity.
4. That failure to have performed any contractual obligations with the Department in a manner satisfactory to the Department will be a sufficient cause for termination. To be terminated as a Contractor under this provision, the Contractor must have: (1) previously failed to satisfactorily perform in a contract with the Department, been notified by the Department of the unsatisfactory performance, and failed to correct the unsatisfactory performance to the satisfaction of the Department; or (2) had a contract terminated by the Department for cause.
5. That this contract shall be terminated if the Contractor is found to have been placed on the list of Scrutinized Companies as described in Section 287.135, Florida Statutes.
6. That written notice of termination shall be delivered by U.S. Postal Service, email, or any expedited delivery service that provides verification of delivery or by hand delivery to the Department's Contract Manager or the representative of the Contractor responsible for administration of the program as appropriate.

E. Renegotiations or Modifications

1. That modifications of provisions of this Contract shall be valid only when they have been reduced to writing and duly signed by both parties. 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.
2. That 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.

F. Notice

That any notice, that is required under this Contract shall be in writing and sent by U.S. Postal Service or any expedited delivery service that provides verification of delivery or by hand delivery. Said notice shall be sent by the Department to the representative of the Contractor responsible for administration of the program, at the designated address indicated in III.G.3 and by the Contractor, to the Department's Contract Manager indicated in III.G.4.

G. Official Payee and Representatives (Names, Addresses, and Telephone Numbers):

1. The Contractor name, as shown on page 1 of this Contract, and mailing address of the official payee to whom the payment shall be made is:
Nassau County Board of County Commissioners
96135 Nassau Place, Suite 1
Yulee, FL 32097
contact@nassaucountyfl.com
2. The name of the Contractor's contact person and street address where financial and administrative records are maintained is:
Clerk of the Circuit Court and Comptroller
76347 Veteran's Way
Yulee, FL 32097
(904)548-4600

3. The name, address, and telephone number of the representative of the Contractor responsible for administration of the program under this Contract is:
Sheriff Bill Leeper
77151 Citizens Circle
Yulee, FL 32097
(904)548-4009
4. The name, address, and telephone number of the Department's Contract Manager for this Contract is:
Jamie Bailey
2450 Shumard Oak Blvd, Bldg2 -4639
Tallahassee, FL 32399-0191
(850)617-8042
Jamie.Bailey@floridarevenue.com
5. Upon change of representatives (names, addresses, telephone numbers) by either party, notice shall be provided in writing to the other party and the notification attached to the originals of this Contract.

H. All Terms and Conditions Included

This Contract and its attachments, and any exhibits referenced in said attachments, together with any documents incorporated by reference, contain all the terms and conditions agreed upon by the parties. There are no provisions, terms, conditions, or obligations other than those contained herein, and this Contract shall supersede all previous communications, representations, or agreements, either verbal or written between the parties. If any term or provision of this Contract is legally determined unlawful or unenforceable, the remainder of the Contract shall remain in full force and effect and such term or provision shall be stricken. Attachments and exhibits to this Contract which apply, and therefore are incorporated by reference include (those indicated with a checked box (☑️)):

Applicable attachments: ☑️ indicates the attachment applies to this Contract.		
	Attachment #	Attachment Title
☑️	Attachment A	Scope of Work/Additional Provisions
☐	Attachment B	Order of Precedence (and Contract Content)
☑️	Attachment C(1)	Required Certifications (Non-Attorney)
☐	Attachment C(2)	Required Certifications (Attorney)
☐	Attachment D	Additional Provisions for Subrecipients of Federal Financial Assistance
☑️	Attachment E	Certification Regarding Lobbying
☐	Attachment F	Required Training Courses
☐	Attachment G	Requirements for Contracts with Access to Federal Tax Information (FTI)
☐	Attachment H	Criminal History Records Check Requirement
☑️	Attachment I	E-Verify System Check Requirement
☑️	Exhibit 1	Monthly Invoice Excel Form
☑️	Exhibit 2	Monthly Invoice Substantiating Report

By signing this contract, the parties agree that they have read and agree to the entire contract, as described in Paragraph III.H above.

In witness thereof, the parties hereto have caused this 18 page Contract to be executed by their undersigned officials as duly authorized.

CONTRACTOR
Nassau County Board of County Commissioners

DEPARTMENT OF REVENUE
STATE OF FLORIDA

SIGNED BY: _____
Authorized Signature

NAME: John F. Martin

TITLE: Chair, Board of County Commissioners

DATE: _____

SIGNED BY: _____

NAME: Shannon C. Segers

TITLE: Director, Office Financial Management

DATE: _____

Approved as to form and legal content
Office of General Counsel

SIGNED BY: _____

DATE: _____

Not valid until signed and dated by both Parties

ATTACHMENT A

Scope of Work

A. General Provisions

1. The sheriff shall promptly attempt service of process and execution of writs of bodily attachments pursuant to Section 30.231, Section 61.11, and Section 409.2563(4), Florida Statutes, on all Title IV-D Child Support Enforcement judicial and administrative actions that are referred by the Department, or its designee.
2. The sheriff should maintain sufficient staff, facilities and equipment to deliver the agreed upon services or to notify the Department thirty (30) days in advance whenever the sheriff is unable, or is going to be unable, to provide the required quality or quantity of services.
3. Under the provisions of the law and the terms of this Contract, the service provided by the sheriff includes:
 - a. Personal service of process, to include substitute service as authorized by law;
 - b. Service of subpoenas, except witness subpoenas; and
 - c. Execution of Writs of Bodily Attachment.
4. Subject to the terms and the provisions of 45 C.F.R., Part 75, the Department shall reimburse the Contractor for expenditures made in accordance with the established Federal Financial Participation (FFP) rate, as stipulated in this contract, subject to the availability of funds and any related federal and/or state legislated changes.

B. Service of Process and Execution of Writs of Bodily Attachment

1. Manner of Service

- a. The sheriff should attempt to promptly obtain child support summons or writs of bodily attachment, and thereafter serve process or execute writs within seven (7) calendar days of receipt of the request. If process is not served or a writ not executed on the first attempt, the sheriff should make a minimum of two additional attempts within twenty-one (21) calendar days after receipt.
- b. The sheriff will attempt to serve or execute a writ at any address necessary to effect service. Attempts should include, but are not limited to, serving process or executing a writ at the respondent's residence, place of employment during employment hours, or at other addresses or locations when multiple addresses are provided by the Department or obtained from another source. The sheriff should attempt service of process or execution of a writ at as many of the addresses provided and at different times as necessary.
- c. The Sheriff shall determine the most appropriate time to attempt service of process and execution of writs. Attempts may be made on nights or weekends. After a writ is executed, the sheriff shall enter it into the Florida Crime Information Center (FCIC) system within three (3) business days.
- d. Within seven (7) calendar days of successful service of process, the sheriff shall provide the Department (or its designee) and the Clerk of Court the sheriff's return of service indicating service has been perfected and the address.
- e. The sheriff's return of service should include:
 - (1) The names of the respondent, the petitioner, and the Child Support Enforcement number.
 - (2) How the process was served, i.e., personal or substitute service. If substitute service, the relationship of the substitute to the person served or that the substitute resides in the person's normal place of abode
 - (3) A list of all papers served on the party.
 - (4) Date and time of service of process attempts.
 - (5) The reason(s) that service was unsuccessful.
 - (6) Complete addresses where service of process was attempted if service is unsuccessful.
- f. Within seven (7) calendar days of the final attempt when service of process is unsuccessful, the sheriff shall provide the Department (or its designee) and the Clerk of Court the sheriff's return

indicating service has not been perfected. The return should state the reason(s) for nonservice for each address attempted.

- g. If the location information on the request for service of process or writ of execution provided by the Department is incorrect, the sheriff shall exercise due diligence in locating and serving or arresting the person.
- h. Since the respondent is required to carry the purge payment receipt for thirty (30) days, the sheriff should establish, audit, and monitor a procedure that will ensure removal, within thirty (30) calendar days, of all completed or rescinded writs from the FCIC telecommunications system in accordance with section 61.11(2)(e), F.S.
- i. The Contractor shall retain the prevailing local match rate when the person served pays court ordered costs for service of process or writ execution. The remaining match rate reduces the total bill to the Department for the month in which the person made the payment. The invoice must show the names of all persons who made payments.

2. Method of Payment

- a. Only one request for payment may be submitted for each request from the Department for service of process or writ execution. The forms in Exhibits 1-2, must be used to send the monthly request for payment for services to the Department. The forms must be submitted to the Department by email as a Microsoft Excel attachment. Each monthly invoice must include an authorized signature certifying that service of process or writ of bodily attachment has been attempted and/or executed. The forms will be supplied to the appropriate Board or Sheriff's Office in Microsoft Excel format, and after completion each month are to be submitted to:

E-mail: sheriff_invoices@floridarevenue.com and a copy of the invoice will be emailed to the Department's Contract Manager at Jamie.Bailey@floridarevenue.com.

- b. The invoice for payment must be received by the Department within 45 days after the end of the month in which services are rendered.
- c. The contractor will be reimbursed for service of process for judicial and administrative actions at the prevailing rate of Federal Financial Participation in Title IV-D cases, 66% of the \$20.00 fee (\$13.20) for each service of process and 66% of the \$70.00 fee (\$46.20) for a writ of bodily attachment. These reimbursement amounts are the only allowable costs for reimbursement for service of process and writs of bodily attachment.

3. Services to be Performed by the Department

- a. The Department of Revenue shall ensure that all papers to be served and writs to be executed are clearly identified as Title IV-D child support enforcement cases.
- b. The Department shall provide to the sheriff the best known address(es) where the person may be served or the writ executed.
- c. The Department shall provide the sheriff with Child Support Enforcement numbers (CSE #s) and names of the parties for the sheriff to enter on the Substantiating Report To Invoice form (Exhibit 2).
- d. The Department shall provide photographic images, if available, for service of process and execution of writs as authorized by section 322.142, Florida Statutes. Any re-disclosure, distribution, or copying of the photographic images and related information is prohibited.

C. Additional Terms and Conditions

1. Area of Service

The sheriff shall provide the services required by this contract throughout the county named on page one.

2 Modification of contract due to a change in Federal Financial Participation.

If the rate of Federal Financial Participation changes during the term of this contract, the parties agree that reimbursement by the Department will be made at the new prevailing rate. The Department shall provide written notice of any change in the rate of Federal Financial Participation and the effective date.

3 Modification of Contract due to Statutory Fee Changes

If the statutory fees for service of process fee and/or execution of writs of bodily attachment change during the term of the contract, the Department shall reimburse at the prevailing rate of Federal Financial Participation (FFP) based upon the new statutory fee(s). Changes are effective as of the effective date of the law.

4. Upon completion of service or writ activities, the photographic image(s) must be destroyed.

ATTACHMENT C(1)

Required Certifications – Non-Attorney

I, John F. Martin, as an authorized representative of the contractor certify that:

1. Statement of No Involvement

Neither I nor any person having interest in this firm has been awarded a contract by the Department of Revenue on a noncompetitive basis to:

- a. develop this solicitation packet;
- b. perform a feasibility study concerning the scope of work contained in this offer; or
- c. develop a program similar to what is contained in this offer.

2. Agreement to the Contract Terms and Conditions

I have authority to execute a binding contract on behalf of the contractor and agree to the conditions and the terms of the contract contained in the solicitation.

3. Contract Cancellation or Failure to have Contract Renewed

Neither I nor the firm has had a contract canceled nor have I nor the firm failed to have a contract renewed by any governmental agency based on substandard or lack of performance.

If the prospective contractor is unable to certify to any of these statements in the certification regarding contract cancellation and renewal, such prospective contractor shall attach an explanation.

4. Child Support Obligations

I, John F. Martin, as an authorized representative of the contractor, certify that I and all staff in my firm assigned to this contract are, to the best of my knowledge, current and will remain current with respect to any and all court ordered child support obligations, including medical child support. I further certify that individuals, who are not current with respect to any and all court ordered child support obligations, including medical child support, will not be hired to work on this contract.

5. Compliance with State and Federal Tax Laws

I, John F. Martin, as an authorized representative of the contractor, certify that I, all staff in my firm assigned to this contract, and the firm, are, to the best of my knowledge, in compliance with all state and federal tax laws, and shall remain in compliance throughout the term of this contract. I further certify that individuals who are not in compliance with all state and federal tax laws will not be hired to work on this contract.

By: _____

Date: _____

ATTACHMENT E

Certification Regarding Lobbying
For Contracts, Grants, Loans and Cooperative Agreements

As provided by 45 CFR 75.215, recipients of Federal awards are subject to the restrictions on lobbying as set forth in 45 CFR Part 93, Appendix A the undersigned certifies, to the best of his or her knowledge and belief:

- (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 subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction 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. §1352. 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.

By: _____

Date: _____

ATTACHMENT I**E-Verify System Check Requirement**

The contractor is responsible for ensuring that information from the Form I-9, Employment Eligibility Verification for every employee and any subcontractor employee is compared with the information contained in the E-Verify System. This system provides records maintained by the U.S. Department of Homeland Security (DHS) and Social Security Administration (SSA) used to compare information from the Form I-9, Employment Eligibility Verification to confirm that an employee is authorized to work in the United States.

The Contractor shall comply with the requirements set forth in section 448.095, F.S., as follows:

1. Every public employer, contractor, and subcontractor shall register with and use the E-Verify system to verify the work authorization status of all newly hired employees. A public employer, contractor, or subcontractor may not enter into a contract unless each party to the contract registers with and uses the E-Verify system.
2. If a contractor enters into a contract with a subcontractor, the subcontractor must provide the contractor with an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien.
3. The contractor shall maintain a copy of such affidavit for the duration of the contract.
4. A public employer, contractor, or subcontractor who has a good faith belief that a person or entity with which it is contracting has knowingly violated section 448.09(1), F.S., shall terminate the contract with the person or entity.
5. A public employer that has a good faith belief that a subcontractor knowingly violated this subsection, but the contractor otherwise complied with this subsection, shall promptly notify the contractor and order the contractor to immediately terminate the contract with the subcontractor.
6. A contract terminated under paragraph 4, or paragraph 5 is not a breach of contract and may not be considered as such.
7. A public employer, contractor, or subcontractor may file an action with a circuit or county court to challenge a termination under paragraph 5 or 6 no later than 20 calendar days after the date on which the contract was terminated.
8. If a public employer terminates a contract with a contractor under paragraph 5 or 6, the contractor may not be awarded a public contract for at least 1 year after the date on which the contract was terminated.
9. A contractor is liable for any additional costs incurred by a public employer as a result of the termination of a contract.

The Department reserves the right to request the verification records of any employee or subcontractor employee throughout the duration of this contract.

By signing below, the Contractor acknowledges the above requirements and agrees to comply prior to employees or subcontractor employees beginning actual work for the Department.

On behalf of Nassau County Board of County Commissioners, for any individual working on this contract.

Signature: _____

Date: _____

Exhibit 1, Monthly Invoice Excel Form

_____ County Sheriff's Office or BOCC

INVOICE

Sheriff Service of Process (SOP)**Contract #:** _____

Address line 1

Address line 2

Contact Person:**Phone #:****E-mail:****Date of Invoice:** MM/DD/YYYY**Invoice Month/Yr.:****Sheriff Invoice #:** (If any indicate)**Bill To:** Florida Department of Revenue/Child Support Program
Contract Management Invoice
Section**Email Group:** sheriff_invoices@floridarevenue.com

Comments					
Total SOP and Writs	DESCRIPTION	Unit Rate	Subtotal	Reimbursement Rate	AMOUNT
0	Service Of Process	\$20.00	\$0.00	66%	\$0.00
0	Service Of Process Credits	(\$20.00)	\$0.00	66%	\$0.00
0	Writs (Warrants for Arrest)	\$70.00	\$0.00	66%	\$0.00
0	Writs (Warrants for Arrest) Credits	(\$70.00)	\$0.00	66%	\$0.00
Invoice Total:					\$0.00

I certify the information above is true and correct
(***Typed electronic signature is acceptable***)

Signature: _____

Date: _____

To: FDOR Operational Accounting:

The above charges have been reviewed and are approved for payment:

Amount approved: _____

Date Approved: _____

FDOR-CSP Approval Certification Signature: _____

Exhibit 2, Monthly Invoice Substantiating Report

[illegible]