

**STATE OF FLORIDA
DEPARTMENT OF REVENUE – CHILD SUPPORT PROGRAM
STANDARD CONTRACT**

THIS CONTRACT is entered into between the State of Florida, Department of Revenue, hereinafter referred to as the "Department," or "DOR" and Professional Civil Process of Texas (PCP), hereinafter referred to as the "Contractor."

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. This Contract was established by the following procurement method: **Invitation to Bid (ITB)**.
2. That the Contract document consists of all attached documents, and that the order of precedence is established in Attachment B:

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 are 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:

FDOR-CS-Invoices@FloridaRevenue.com and a copy of the invoice will be emailed to the Department's Contract Manager at Jason.Dobbs@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. Audits, Inspections, Investigations and Monitoring

1. To allow public access to all documents, papers, letters, or other public records as defined in Chapter 119, F.S., made or received by the Contractor in conjunction with this Contract except that public records which are made confidential by law must be protected from disclosure. It is expressly understood that the Contractor's failure to comply with this provision shall constitute an immediate breach of contract for which the Department may unilaterally terminate the Contract. **IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES 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.

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.
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. Indemnification

NOTE: Except to the extent permitted by s.768.28, F.S., or other applicable Florida Law, Paragraphs I.F.1. and 2. are not applicable to contracts executed between state agencies or subdivisions.

1. To be liable for and indemnify, defend, and hold the Department and all of its officers, agents, and employees harmless from all claims, suits, judgments, or damages, including attorneys' fees and costs, arising out of any act, actions, neglect, or omissions by the Contractor, its agents, or employees during the performance or operation of this Contract or any subsequent modifications thereof.
2. That its inability to evaluate its liability or its evaluation of liability shall not excuse the Contractor's duty to defend and to indemnify within seven (7) days after notice by the Department by certified mail. After the highest appeal taken is exhausted, only an adjudication or judgment specifically finding the Contractor not liable shall excuse performance of this provision. The Contractor shall pay all costs and fees including attorneys' fees related to these obligations and their enforcement by the Department. The Department's failure to notify the Contractor of a claim shall not release the Contractor from these duties. The Contractor shall not be liable for the sole negligent acts of the Department.
3. That it is an independent Contractor and not an agent or employee of the Department.

G. Insurance

To provide continuous adequate liability insurance coverage during the existence of this Contract and any renewal(s) and extension(s). By execution of this Contract, unless it is a state agency or subdivision as defined by s. 768.28(2), F.S., the Contractor accepts full responsibility for identifying and determining the type(s) and extent of liability insurance necessary to provide reasonable financial protections for the Contractor and the customers to be served under this Contract. Within five (5) business days of the execution of this Contract, the Contractor shall furnish to the Department's Contract Manager, 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 may be specified in this Contract.

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. All Contractor and subcontractor staff must review and acknowledge their understanding of Department policies and procedures related to safeguarding and disclosure of confidential information. Review and acknowledgement includes the requirements for protecting state and federal confidential information, information resources, and the civil penalties and criminal sanctions for misuse and unauthorized disclosure. The review and acknowledgement must be completed

quarterly by taking the self-study courses provided through the Department's Learning Management system (LMS) or an alternative delivery method as approved by the Department.

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 State of Florida has instituted MyFloridaMarketPlace, a statewide e-Procurement system, pursuant to s. 287.057, F.S. All vendors wishing to do business in Florida, must register through the MyFloridaMarketPlace website on the Internet unless exempt pursuant to 60A-1.032, F.A.C. Additionally, all payments made to a non-exempt vendor shall be assessed a Transaction Fee of one percent (1.0%), as prescribed by rule 60A-1.031, Florida Administrative Code, or as may otherwise be established by law.

For payments made to the Contractor through the State's accounting system (FLAIR or its successor), the Transaction Fee shall be, when possible, automatically deducted from the payments to the Contractor. If automatic deduction is not possible, the Contractor shall pay the Transaction Fee following the process outlined in Rule 60A-1.031(2), F.A.C. This rule requires the Contractor to submit reports on a periodic basis which identify payments received from State entities and then to submit payment of the Transaction Fee accordingly. By submission of these reports and corresponding payments, the vendor certifies their correctness. All such reports and payments are subject to audit by the State or its designee.

The Contractor shall receive credit for any Transaction Fee paid for the purchase of any item(s) if such item(s) are returned to the Contractor through no fault, act, or omission of the Contractor. Notwithstanding the foregoing, a Transaction Fee is non-refundable when an item is rejected or returned, or declined, due to the Contractor's failure to perform or comply with specifications or requirements of the agreement. Failure to comply with these requirements shall constitute grounds for declaring the Contractor in default and recovering re-procurement costs from the Contractor in addition to all outstanding fees. CONTRACTORS DELINQUENT IN PAYING TRANSACTION FEES SHALL BE EXCLUDED FROM CONDUCTING FUTURE BUSINESS WITH THE STATE.

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 of Illegal Aliens

That unauthorized aliens shall not be employed by the Contractor. The Department shall consider the employment of unauthorized aliens a violation of s. 274A(e) of the Immigration and Nationality Act (8 USC 1324a). Such violation shall be cause for unilateral cancellation of this Contract by the Department.

That pursuant to Executive Order 11-02 signed on January 4, 2011, the Contractor will utilize the E-verify system established by the U.S. Department of Homeland Security to verify the employment eligibility of its employees and subcontractors.

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. Sponsorship

That as required by s. 286.25, F.S., if the Contractor 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 (Contractor's name) 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. Such sponsorship is subject to the prior written approval of the Department.

P. Publicity

That without limitation, the Contractor and its employees, agents, and representatives will not, without prior Departmental written consent in each instance, use in advertising, publicity or any other promotional endeavor any State mark, the name of the State's mark, the name of the State or any State affiliate or any officer or employee of the State, or represent, directly or indirectly, that any product or service provided by the Contractor has been approved or endorsed by the State, or refer to the existence of this Contract in press releases, advertising or materials distributed to the Contractor's prospective customers.

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 the all applicable lobbying regulations, including ss. 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. Patents, Copyrights, Royalties and Rights to Products

1. That if activities supported by this Contract produce or develop any discoveries, inventions, writings (including books, manuals, films, etc.), sound recordings, pictorial reproductions, drawings or other graphic representations 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. Any and all patents or copyrights accruing under, or in connection with performance under, this Contract, are reserved to the State of Florida.
2. That the Contractor, if not a state agency, shall indemnify, save and hold the Department and its employees harmless from any liability whatsoever, including costs and expenses, arising out of any copyrighted, patented, or unpatented invention, process, or article manufactured or used by the Contractor in the performance of this Contract.
3. That the Department will provide prompt written notification to the Contractor of any claim of copyright or patent infringement as provided in s. 286.021, F.S. Further, if such claim is made or is pending, the Contractor may, at its option and expense, procure for the Department, the right to continue use of, replace, or modify the article to render it non-infringing. If the Contractor uses any design, device, or materials covered by letters, patent, or copyright, it is mutually agreed and understood without exception that the compensation paid pursuant to this Contract includes all royalties or costs arising from the use of such design, device, or materials in any way involved in the work contemplated by this Contract.

U. Emergency Preparedness

That upon request from the Department, the Contractor shall, within 30 days of the execution of this Contract, submit to the Department's Contract Manager an emergency preparedness plan which shall include provisions for pre-disaster records protection, and an alternative recovery plan that will allow the Contractor to continue functioning in compliance with the executed Contract in the event of an actual emergency. The Department agrees to respond in writing within 30 days of receipt of the plan accepting, rejecting, or requesting modifications. In the event of an emergency, the Department may exercise oversight authority over such Contractor in order to assure implementation of agreed emergency relief provisions.

V. Criminal History Records Checks

That the Department requires national criminal history record checks on all contractors' employees or subcontractor staff that have access to Revenue facilities, confidential or sensitive information, or information systems, unless formally waived or exempted in writing by the Department.

That the requirements for such checks are outlined in *Attachment H – Criminal History Record Check Requirements*. This document is required for all contractors' who have not been waived or exempted from the criminal history record check process.

That Contractors' employees shall be subject to new criminal history record checks every five (5) years from the prior criminal history record check as long as the contract is in effect.

That the Department reserves the right to require criminal history record checks at any time during the life of the contract. The contractor agrees to submit to any criminal history record checks upon written request from the Department. The cost of performing the criminal history record checks shall be borne by the contractor.

That the Contractor shall utilize the CHRC fingerprinting entity designated by the Department, and understands that the results from the inquiry will be reported directly to the Department. All CHRC results are confidential and are used for the sole purpose of determining suitability to work.

That during the term of the contract, the contractor shall report to the Department in writing by sending an email to CHRCcontractors@FloridaRevenue.com, the arrest, charge or Notice to Appear for an alleged violation of law in any state or other jurisdiction for any contractors' employees or subcontractor staff assigned to this contract within one (1) business day of contractor's knowledge. The notice shall include the contractor's name, the contractor's employee's name, and the location and nature of the alleged violation. The Department reserves the right to immediately suspend or terminate contractors' employees access if it is determined that the alleged violation conflicts with the scope of work described in this contract.

That the refusal of Contractor (or its individual employees or subcontractors) to comply with this section of this contract may result in the immediate termination of the contract.

That it is the responsibility of contractors' employees to contest, to their employer, any disqualification for work based on an alleged violation.

W. Access to Department Information Resources and Facilities

1. Any time during the life of the Contract, the Contractor may submit a request for specific authorized access to Department information resources and facilities for Contractor and subcontractor staff. Resources and facilities to which specific authorized access may be requested include but are not limited to:
 - Office Buildings
 - Restricted Rooms within Office Buildings
 - Restricted Data
 - Department Intranet
 - Department Network
 - Data Management Systems such as CAMS and SUNTAX
2. The Contractor shall submit in writing all initial requests (and changes) for access to Department facilities and information sources to the Department's Contract Manager five (5) business days in advance of the requested effective date. The written request must include the name, position title, telephone number, E-mail address, and purpose for the access or change to access. Upon receipt of the request, the Department's Contract Manager determines the appropriateness of each request.
3. The Contractor shall maintain a list of all persons accessing Contractor facilities where equipment and information in whatever form is maintained. The list shall include the name, position title, telephone number, email address, and purpose for access. The list must be provided to the Department's Contract Manager within 10 days of the Contract effective date, and not less than annually thereafter. The Contractor shall provide the Department's Contract Manager a current, up-to-date list within two business days of request. The Contractor agrees and understands contract staff are prohibited from accessing the Department facilities, network and information resources until the Department's Contract Manager notifies the Contractor in writing access is approved.
4. Contractor shall notify in writing the Department's Contract Manager immediately whenever Contractor or sub-contractor staff are terminated or leave the employment of the Contractor without notice.
5. Contractor shall notify the Department's Contract Manager of a planned separation or reassignment or change to access previously granted to Contractor or subcontractor staff no less than five (5) business days in advance. The notification must include for each individual their name, position, telephone number, e-mail address, justification and nature of the change and effective date of the change.
6. In the event of a separation, reassignment or termination of Contractor or subcontractor staff, the Contractor must obtain and return all security identification and access devices given to the individual, and a written acknowledgement signed by the separating or terminated individual stating they understand they remain subject to the confidentiality provisions of this Contract, including but not limited to Section I.H.
7. Contractor and subcontractor staff must certify and provide documentation in advance of accessing the Department's information systems that all non-state owned equipment and devices accessing or storing information obtained under this Contract meet or exceed Federal technical security controls. All equipment and devices must have encryption and up-to-date anti-virus software. The Department shall verify these requirements are met no less than annually.
8. Contractor and subcontractor staff may not share user names, passwords, mobile devices (i.e. USB) or access security devices provided by the Department for specific access to Department facilities and information resources. The Department will terminate access or require corrective action if sharing occurs.
9. Any mobile computing device used by the Contractor to maintain or process information under the Contract shall be encrypted by the Contractor.
10. The Contractor shall ensure that any mobile storage device used to maintain or process information under the Contract has encryption technology enabled so that all content is encrypted while in transit and at rest.
11. The Contractor will comply with agency information technology security policies. The Contractor will know and comply with rules adopted by the Agency for State Technology or successor organization.

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:

a. Using SUNTAX

Individuals with access to SUNTAX will report tax violations using the Create Lead Referral action item within SUNTAX.

b. Using Ethics Link

Individuals with access to the Department's intranet will select a fraud incident type within Ethics Link to submit a report.

- o Directly to the Office of Inspector General by calling (850) 617-8152 or by email (Sharon.Doredant@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. Financial Consequences

That the following financial consequences will apply for failure to comply with the terms and conditions of this Contract: The Department will deduct one (1) percent (%) of the total dollar amount of the monthly invoice submitted if the Contractor fails to meet the performance requirements in Attachment A, Section V. The penalty will increase to two (2) percent (%) in the fourth (4th) consecutive month and reach a maximum deduction of three (3) percent (%) in the seventh (7th) consecutive month if the Contractor continues to not meet the performance requirements of this section. It is the sole discretion of the Department to waive the penalty for failing to meet performance measures if the department determines factors outside of the Contractor's control are responsible.

AA. Additional Requirements Due to Federal Funding

1. The Contractor shall comply with the provisions of 45 CFR part 75.
2. If this Contract is valued at greater than \$100,000, the Contractor shall comply with all applicable standards, orders, or regulations issued under s. 306 of the Clean Air Act, as amended (42 USC 7401, et seq.), s. 508 of the Clean Water Act, as amended (33 USC 1251, et seq.), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR Part 15). The Contractor shall report any violations of the above to the Department's Contract Manager.
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 F. 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. The Catalog of Federal Domestic Assistance (CFDA) number is 93.563.
5. Pursuant to 45 CFR 95.617(a), the Department shall "have all ownership rights in software or modifications thereof and associated documentation designed, developed or installed with Federal financial participation."
Pursuant to 45 CFR 95.617(b), 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.
Pursuant to 45 CFR 95.617(c), proprietary operating/vendor software packages (including the software procured under this Contract), which are provided at established catalog or market prices and sold or leased to the general public shall not be subject to the ownership provisions in 45 CFR 95.617(a) and (b).

6. At all reasonable times for as long as records are maintained, persons duly authorized by the Department and/or Federal auditors, pursuant to 45 CFR Part 75, shall be allowed full access to and the right to examine any of the Contractor's contracts and related records and documents, which directly relate to the provision of commodities and services provided under this Contract, regardless of the form in which kept.
7. 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.
8. For purposes of this Contract, the Contractor is a not a subrecipient under 2 CFR 200.330.

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 not to exceed \$1,575,560.00, 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 December 19, 2017, or on the date on which the Contract has been signed by the last party required to sign it, whichever is later. It shall end at midnight, Eastern Time, on December 31, 2020. 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 three (3) one (1) year optional renewal periods.

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 without cause upon no less than sixty (60) 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 Rule 60A-1.006(3), F.A.C. 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 written notice of termination shall be delivered by U.S. Postal Service 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.
6. 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.

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:
Professional Civil Process of Texas, Inc.
103 Vista View Trail
Spicewood, Texas 78669
accounting@pcpusa.net
(512) 477-3500
2. The name of the Contractor's contact person and street address where financial and administrative records are maintained is:
Brandy Knight
103 Vista View Trail

Spicewood, Texas 78669

bknight@pcpusa.net

(512) 477-3500

3. The name, address, and telephone number of the representative of the Contractor responsible for administration of the program under this Contract is:

Brandy Knight

103 Vista View Trail

Spicewood, Texas 78669

bknight@pcpusa.net

(512) 477-3500

4. The name, address, and telephone number of the Department's Contract Manager for this Contract is:

Jason Dobbs

Mail Stop 2-4628

5050 W. Tennessee St

Tallahassee, FL 32399-0115

(850) 617-8049

Email: Jason.Dobbs@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

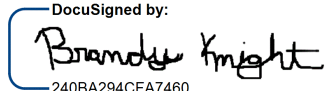
This Contract and its attachments, and any exhibits referenced in said attachments, together with any documents incorporated by reference, contain all the terms and conditions agreed upon by the parties. There are no provisions, terms, conditions, or obligations other than those contained herein, and 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) (IRS Publication 1075 September 2016)
☒	Attachment H	Criminal History Records Check Requirement
☒	Attachment I	Printing and Scanning Requirements
☒	Attachment J	Contractor Invoice
☒	Attachment K	Contractor Substantiating Report
☒	Attachment L	Return of Service Cover Sheet

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 twenty-six (26) page Contract to be executed by their undersigned officials as duly authorized.

CONTRACTOR: Professional Civil Process of Texas (PCP)

SIGNED BY:  DocuSigned by: 240BA294CFA7460...


NAME: Brandy Knight

TITLE: Director, Corporate Operations

DATE: 12/19/2017 | 8:57 AM EST

Contractor MFMP Vendor # (Federal EID # or SSN and MFMP Extension): _____

FLORIDA DEPARTMENT OF REVENUE

SIGNED BY:  DocuSigned by: 4AFE395B9BE740E...

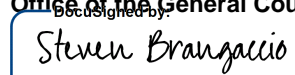
NAME: Clark Rogers

TITLE: Deputy Director, Financial Management

DATE: 12/19/2017 | 8:09 AM PST

FLORIDA DEPARTMENT OF REVENUE

Office of the General Counsel

 DocuSigned by: 941D3F38BE68436... 12/12/2017 | 2:06 PM

Approved as to form and legal content

ATTACHMENT A

Scope of Work

I. GENERAL PROVISIONS

A. Type of Service

The Contractor shall provide the Department, on an as-needed basis, all services necessary to effect service of process (SOP) in child support and paternity cases in accordance with applicable laws of the State of Florida and the laws of any other jurisdiction outside of the state of Florida in the following service areas:

Service Area 1: 1st Judicial Circuit of Florida
Escambia, Santa Rosa, Okaloosa, and Walton counties

Service Area 2: 6th and 13th Judicial Circuits of Florida
Pasco, Pinellas, and Hillsborough counties

Service Area 3: Florida Statewide
Statewide less the seven (7) counties under Service Areas 1 and 2

Service Area 4: Out-of-State
Remaining 49 states of the U.S. and District of Columbia

II. CONTRACTOR RESPONSIBILITIES

A. The Contractor shall:

1. Ensure all contractor staff associated with this contract complete the required training listed in Attachment F.
2. Perform service of process within the service area as and when requested by the Department during the term of the contract.
3. Use Internet Explorer (IE) version 11 when accessing and uploading documents to the Department's Child Support Automated Management System (CAMS).
4. Receive requests for service of process from the Department electronically via electronic task from CAMS.
5. Print the received documents using a printer that meets the Department's printer specifications requirement and deliver the printed documents to the process server or electronically deliver the documents to the process server to print the documents using a printer that meets the Department's printer specifications requirement (Reference Attachment I).
6. Ensure that the individual who serves or attempts service will testify at any required hearings if requested by the Department at no additional cost to the Department.
7. Update the Private Vendor Activity in CAMS to "Rejected" for requests to be served in the State of Florida where the use of sheriff is needed. The Department will not pay for use of sheriff service by the Contractor within the State of Florida.
8. Ensure service is attempted in accordance with any direction provided by the Department as to time and place.
9. Make a minimum of three (3) service attempts to serve the respondent within 30 calendar days after receipt of a request from the Department. Service should be attempted at addresses and/or employer locations provided by the Department or at other addresses obtained by the Contractor, including nights and weekends.
10. If service is not effected on the first attempt at the first address provided by the Department, ensure that the process server promptly attempts service at least two (2) more times as necessary at the same or other address(es) provided by the Department, or at other addresses obtained by the Contractor or process server, with the Department provided address(es) attempted first.

11. Use personal service for summons and petitions, and if appropriate, use substitute service in accordance with applicable law and provide the name of the person served to the Department on the return documentation. Substitute service is not valid and should not be made if the substitute is a party to the case.

12. Request an extension on service requests to allow service attempts beyond the 30-calendar day requirement from receipt of documents. Requests will be made to the Department's Contract Manager via electronic mail containing the activity number, reason for extension request, and latest expected date to complete service, successful or unsuccessful.

13. For each service request accepted:

- a. Update the Private Vendor Activity in CAMS with the appropriate status of the service request or enter the date service was perfected;
- b. Provide the Department a scanned image, in Portable Document Format (PDF), of the Return of Service Cover Sheet (Attachment L) and return of service documentation, with the Return of Service Cover Sheet as the first page of the PDF in vertical layout, and using the Private Vendor Activity Number for the naming convention of the PDF document;
- c. Upload an electronic image of the scanned Return of Service Cover Sheet and return documentation to CAMS as required in Attachment A, Section V.C.
- d. Scanned and uploaded images must meet Printing and Scanning Requirements in Attachment B; and
- e. The date, time of service, and address where service was perfected or attempted must be documented on each Return of Service Cover Sheet.

14. In accordance with applicable law, properly dispose of all printed documents after updating CAMS with the proper status of the ZPVC activity and attaching the scanned return of service documentation to the CAMS ZPVC activity (completed requests are defined in Attachment A, Section VIII.A.2).

B. Other Terms and Conditions

1. Upon request by the Florida Office of Attorney General or any other Florida attorney, law office, or government entity that is under contract with the Department, the Contractor shall perform service of process at the rates specified in Attachment A, Section VIII.B. These providers will pay for their own service requests.

C. Contract Ending

The Contractor shall:

1. Inform all agents and process servers to cease work after the expiration of this contract.
2. Dispose of all printed documentation of outstanding SOP requests, either successful or unsuccessful, within 14 days after expiration of this contract.

III. DEPARTMENT RESPONSIBILITIES

A. The Department shall:

1. Send requests for service of process to the Contractor via electronic task through CAMS.
2. Provide training and training materials to all contractor staff associated with this contract.
3. Provide the Contractor a Vendor log-in to access CAMS to receive service requests assigned to the Contractor, documents to be served, and the ability to update statuses on each Private Vendor Activity in CAMS as appropriate.
4. Provide the names of the individuals to be served, and provide addresses and/or employment locations with the service request.

5. Include with the service request to the Contractor an Activity Number for each individual to be served for automated tracking and billing verification purposes.
6. Provide approval or denial to extension requests (Attachment A, Section II.A.11) made by the Contractor to the Department's Contract Manager.
7. Monitor contract requirements.

IV. COMMUNICATION WITH THE DEPARTMENT

- A. The Contractor shall meet and/or communicate regularly with the Department as requested by the Department to discuss processes, performance, and issues that may arise during the term of this contract.
- B. The Contractor shall cooperate fully with any data collection and evaluation activities, performance analysis, contract monitoring activities, quality assurance reviews, or audits carried out by the Department in connection with the requirements and services performed under this Contract.
- C. The Contractor shall respond to requests from the Department within two (2) business days after the request is made.

V. PERFORMANCE ACCOUNTABILITY MEASURES (PAMS)

- A. The Contractor shall meet the performance accountability measures monthly:
 1. **PAM #1: SOP Monthly Performance Average**

The Contractor shall update the status of the Private Vendor Activity in CAMS to successful or unsuccessful within thirty (30) calendar days from the date the activity is assigned to the Contractor in CAMS in at least 95% of requests for service.
 2. **PAM #2: SOP Return (Proof) of Service Monthly Average**

Contractor shall upload the Return of Service Cover Sheet and return of service documentation to CAMS within seven (7) calendar days from the date the activity is updated to successful or unsuccessful in at least 95% of requests for service (Reference Attachment A, Section II.A.12).
- B. For PAMs 1 and 2, requests for service include only requests accepted by the Contractor.
- C. The Department is the final authority in any dispute regarding what constitutes satisfactory performance and any issues that arise over compliance or non-compliance with any PAM.

VI. INVOICE PROCEDURE AND REPORTS

- A. The Department will generate a monthly report of the total number of successful and unsuccessful service requests and deliver to the Contractor no later than the 5th calendar day, or the first work day following the 5th calendar day, whichever comes first, of the month following the invoicing month using data from a Customer Relationship Management product (CRM) report created from CAMS. The CRM report will show all service requests, as updated by the Contractor, in CAMS that are complete and eligible for payment (see definition of completed requests in Attachment A, Section VIII.A.2) for the invoiced month.
- B. An Excel file containing the "Monthly Invoice" (see section G below and Attachment J) and "Substantiating Report" (see section H and Attachment K) template will be emailed to the Contractor within five (5) business days after the effective date of the Contract.
- C. The Contractor shall review the provided CRM report for correctness and send to the Department a completed invoice no later than the 10th calendar day, or the first work day following the 10th calendar day, whichever comes first, of each month along with the completed Substantiating Report using the Excel template provided by the Department.
- D. All invoices must be billed to the Department under the Contractor's name.

- E.** The Department will review each monthly invoice along with substantiating documentation, and if necessary, the Department will email an initial denial report to the Contractor concerning discrepancies contained in any monthly invoice and Substantiating Report or documentation.
- F.** Within thirty (30) calendar days thereafter, the Contractor may refute a denial report finding(s) and email to the Department's Contract Manager and/or designee rebuttal documentation to substantiate the earning of payment. Thereafter, if any invoice discrepancies remain, the Contract Manager and/or designee along with the Contractor will make diligent efforts to resolve the discrepancies within a thirty (30) calendar day period after the Department's review of the rebuttal.
- G.** The Contractor's invoice shall be in Excel format and include, at minimum, the following:
1. Contractor Name;
 2. Contract Number;
 3. The Department's associated billing account number;
 4. The Contractor's invoice account date;
 5. The service fee(s) agreed to in the Contract;
 6. Total numbers of completed successful service of process and full attempted unsuccessful service; and
 7. Contractor designee printed name, signature, and date.
- H.** The Contractor's Substantiating Report for invoices shall be in Excel format and include, at minimum, the following data fields:
1. Account Number;
 2. Private Vendor Activity Number;
 3. Respondent Name (last name, first name);
 4. Other Party Name (last name, first);
 5. Date request assigned to Contractor;
 6. 1st attempt;
 7. 2nd attempt;
 8. 3rd attempt;
 9. Was Service Successful: Yes / No;
 10. Date status for service request is updated in CAMS;
 11. Substitute Service: Yes/No;
 12. Contractor internal tracking number;
 13. Date return document attached in CAMS;
 14. Service of process fee;
 15. County where request was served or attempted; and
 16. State where request was served or attempted.
- I.** The Contractor shall coordinate electronic direct deposit payments through the Florida Department of Financial Services in order to receive payments for invoices from the Department:

http://www.myfloridacfo.com/aadir/direct_deposit_web/Vendors.htm

- J. The Contractor shall submit the final invoice and substantiating report after the conclusion or termination of the contract term as stated in Section I.Q of the Department's Standard Contract.

VII. CORRECTIVE ACTION PLAN

- A. The Department may impose the provisions of Section III.C (page 8 & 9) of this contract if the Department identifies performance deficiencies.

VIII. COMPENSATION

A. Payment for services

1. Payment will be made for successful service of process or for documented fully attempted unsuccessful service in accordance with the requirements of this Contract.
2. Payment for services shall be based on completed requests. Completed requests are defined as those where the Contractor has updated the task of the Private Vendor Activity properly in CAMS and properly scanned and uploaded the Return of Service Cover Sheet and return documentation as a PDF file to CAMS.
3. Any request for service that has been attempted and is completed is payable by the Department if documentation of such attempt is provided by the Contractor to the Department and CAMS is updated. No payment by the Department is due if the Department recalls the request before an attempt to serve is made.
4. If only one (1) address is provided by the Department and it is found to be invalid by the Contractor, and the Contractor is unable to locate an additional address, the Contractor will be paid once for unsuccessful service attempt(s) after it updates the status of the service request in CAMS, enters reason why the address is not valid on the return document, and uploads the scanned Return of Service Cover Sheet and return documentation to CAMS.
5. If more than one (1) address is provided by the Department or located by the Contractor and all are found to be invalid by the Contractor, the Contractor will be paid once for unsuccessful service attempt(s) after it updates the status of the service request in CAMS, enters reason why the addresses are not valid on the return document, and uploads the scanned Return of Service Cover Sheet and the return documentation to CAMS.

B. Compensation rates

The Contractor will perform service of process as described in Attachment A. Section 1.A, at the awarded rates:

Service Area 1:

Payment for each completed Request for Service from the Department	\$45.00
Additional payment for each Successful Service	\$ 4.95

Service Area 2:

Payment for each completed Request for Service from the Department	\$44.95
Additional payment for each Successful Service	\$ 0.00

Service Area 3:

Payment for each completed Request for Service from the Department	\$45.00
Additional payment for each Successful Service	\$ 4.95

Service Area 4:

Payment for each completed Request for Service from the Department	\$75.00
Additional payment for each Successful Service	\$10.95

ATTACHMENT B

Order of Precedence (and Contract Content)

The documents identified in this attachment are incorporated by reference into this contract. Should clarification of a contract requirement be needed or if conflicting language is identified within these contract documents, the order of precedence shall be as follows (#1 having highest precedence):

Precedence #	Document Description
1	Florida Department of Revenue Standard Contract #CPS23 with attachments and subsequent amendments
2	Florida Department of Revenue, Child Support Program, ITB 17/18-02 Invitation to Bid, dated August 14, 2017
3	Florida Department of Revenue, Child Support Program, Bidder Questions and Answers dated August 24, 2017
4	Vendor Response to ITB, dated August 14, 2017

ATTACHMENT C(1)

Required Certifications – Non-Attorney

I, Brandy Knight 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.

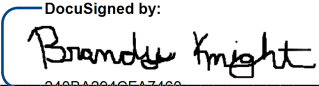
If the prospective contractor is unable to certify to any of these statements in the certification regarding contract cancellation and renewal, such prospective contractor shall attach an explanation.

4. Child Support Obligations

I, Brandy Knight, 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, Brandy Knight, 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:  _____
240BA294CFA7460...

Date: 12/19/2017 | 8:57 AM EST

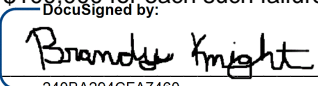
ATTACHMENT E

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

As provided by 45 CFR Part 93, Appendix A to part 93, 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) Because the contractor is not a subrecipient for purposes of this contract, there are no subawards, and therefore this paragraph does not apply and requires no action on the part of the contractor.

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:  _____
DocuSigned by:
240BA294CFA7460...

Date: 12/19/2017 | 8:57 AM EST

ATTACHMENT F

Required Training Courses

1. Private Vendor Access Training – Power Point Presentation

ATTACHMENT H

Criminal History Record Check Requirements

The Contractor is responsible for ensuring national criminal history record checks (CHRC) are completed on all contractors' employees or subcontractor staff that will access to Revenue facilities, confidential or sensitive information, or information systems, unless formally waived or exempted in writing by the Department. The Contractor shall utilize the CHRC fingerprinting entity designated by the Department, and understands that the results from the inquiry will be reported directly to the Department. All CHRC results are confidential and are used for the sole purpose of determining suitability to work.

No access will be granted to contractors' employees and subcontractor staff until criminal history record check results have been received and deemed satisfactory by the Department.

Contractors' employees shall be subject to new criminal history record checks every five (5) years from prior criminal history record checks as long as the contract is in effect.

The Department reserves the right to require criminal history record checks at any time during the life of the contract. The contractor agrees to submit to any criminal history record checks upon written request from the Department. The cost of performing the criminal history record checks shall be borne by the contractor.

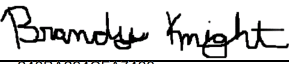
During the term of the contract, the contractor shall report to the Department in writing by sending an email to CHRCcontractors@FloridaRevenue.com, the arrest, charge or Notice to Appear; for an alleged violation of law in any state or other jurisdiction for any contractors' employees or subcontractor staff assigned to this contract within one (1) business day of contractor's knowledge. The notice shall include the contractor's name, the contractor's employee's name, and the location and nature of the alleged violation. The Department reserves the right to immediately suspend or terminate contractors' employees access if it is determined that the alleged violation conflicts with the scope of work described in this contract.

Contractor Acknowledgment (Understand and Agree)

Contractor/Entity Name: Professional Civil Process of Texas, Inc.

Contacter Representative: Brandy Knight

DocuSigned by: _____ (Print Name)

Signature: 
240BA294CFA7460...

ATTACHMENT I**Printing and Scanning Requirements**

<u>Documents Vendor must print:</u>	<u>Printed Page Count for Documents:</u>
Packet for Administrative Support	14 pages (8 if individual forms are printed duplex)
Packet for Administrative Paternity	10 pages (5 if individual forms are printed duplex)
Packet for Paternity with Responding Case	18 pages (13 if individual forms are printed duplex)
The following requirements for printers and scanners to be used by the Vendor are minimum requirements for the barcodes on the return documents to be properly read by CAMS and attached to the correct Private Vendor Activity Number.	
<u>Device:</u>	<u>Minimum Requirement:</u>
Printer	Minimum 300 DPI
Scanner	Minimum 300 DPI

ATTACHMENT J

Contractor Invoice

**CHILD SUPPORT PROGRAM
PRIVATE SERVICE OF PROCESS PROVIDER INVOICE**

CONTRACTOR NAME: Professional Civil Process of Texas

CONTRACT NUMBER: CPS23

FOR MONTH/YEAR OF: _____

<u>FEE:</u>	<u>OBJECT CODE</u>	<u>CAMS REPORT</u>	<u>**SUPPLEMENTAL ITEMS**</u>	<u>TOTAL</u>
Service Area 1:				
COMPLETED UNSUCCESSFUL SERVICE	131638			
_____ REQUESTS X	\$45.00			\$0.00
COMPLETED SUCCESSFUL SERVICE	131638			
_____ REQUESTS X	\$49.95			\$0.00
Service Area 2:				
COMPLETED UNSUCCESSFUL SERVICE	131638			
_____ REQUESTS X	\$44.95			\$0.00
COMPLETED SUCCESSFUL SERVICE	131638			
_____ REQUESTS X	\$44.95			\$0.00
Service Area 3:				
COMPLETED UNSUCCESSFUL SERVICE	131638			
_____ REQUESTS X	\$45.00			\$0.00
COMPLETED SUCCESSFUL SERVICE	131638			
_____ REQUESTS X	\$49.95			\$0.00
Service Area 4:				
COMPLETED UNSUCCESSFUL SERVICE	131638			
_____ REQUESTS X	\$75.00			\$0.00
COMPLETED SUCCESSFUL SERVICE	131638			
_____ REQUESTS X	\$85.95			\$0.00
TOTAL AMOUNT DUE:				\$0.00

I HEREBY ATTEST AND CERTIFY that the numbers and amounts I am submitting above are true and correct, to the best of my knowledge, for services rendered and completed in accordance with Contract CPS23, between __/__/__, and __/__/__.

Authorized Contractor Name Printed

Authorized Contractor Signature

Date

FOR DOR'S USE ONLY:

APPROVED BY: _____

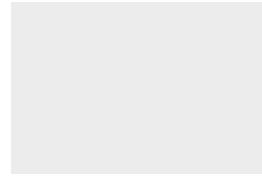
AMOUNT: _____

DATE: _____

ATTACHMENT L

Return of Service Cover Sheet

CS-OA90
R. 08/11/15



Child Support Program

Return of Service Cover Sheet

Please include this bar-coded cover sheet with your service return to enable automated processing.

For Sheriff's Offices, mail this cover sheet and your service return to:

Child Support/Department of Revenue

PO Box 5330

Tallahassee FL 32314-5330

For private process servers, scan the cover sheet and attach it to the case activity in CAMS with your service return.

Respondent: <<RespondentFullName>>

Served at _____

Non-served at _____

Submitted by:

Process server _____ Date _____

Activity Number: <<ActivityNum>>

SOP Authorization Number: <<FromTable>>

Child Support Case Number. <<DORCaseNo>>

