

AGREEMENT BETWEEN THE STATE OF FLORIDA  
OFFICE OF THE ATTORNEY GENERAL  
AND  
FLORIDA DEPARTMENT OF REVENUE  
CHILD SUPPORT PROGRAM  
JULY 1, 2021 THROUGH JUNE 30, 2026

CSP Contract# CL702  
OAG Contract # A9901

THIS AGREEMENT is entered into in the City of Tallahassee, Leon County, Florida between the State of Florida, Office of the Attorney General (hereafter referred to as "OAG" or "Provider"), with headquarters located in PL01, The Capitol, Tallahassee, Florida 32399-1050 and the Florida Department of Revenue, Child Support Program (hereinafter referred to as the "Department") located at CCOC, 2450 Shumard Oak Blvd., Tallahassee, Florida 32399-5586.

**I. ENGAGEMENT OF THE OAG**

The Department retains the OAG to provide Title IV-D appellate legal services for all Florida District Courts of Appeal and the Florida Supreme Court effective July 1, 2021. All of the statewide Title IV-D appellate legal services will be handled out of the OAG's Tallahassee Office.

**II. TIME OF PERFORMANCE**

This agreement shall begin on July 1, 2021. This agreement shall end on June 30, 2026.

**III. SCOPE OF WORK**

Under §409.2557, F.S., the Department is designated as the state agency responsible for the administration of Florida's Child Support Program under Title IV-D of the Social Security Act, 42 U.S.C. §§651-669b and the Rules of the Department of Health and Human Services (HHS), Administration for Children and Families (ACF), Office of Child Support Enforcement (OCSE). The Provider will file legal actions and represent the Department in appealable Title IV-D cases statewide. The Provider will be responsible for providing quality legal representation for the Department's Child Support Program and must comply with the direction of the Program, unless in conflict with ethical standards, or state or federal law.

**IV. PROVIDER RESPONSIBILITIES**

The Provider agrees:

1. To utilize the CAMS system for case preparation and review prior to contacting the Program for additional information.
2. To demonstrate knowledge and understanding of, and comply with, laws and regulations relating to Provider performance under this contract, including but not limited to, case law; Federal and State laws and regulations, including the Florida Family Law Rules of Procedure; the Florida Rules of Civil Procedure; the Florida Rules of Appellate Procedure and Florida Rules of Judicial Administration, and the Department/Program policy and procedures.
3. To require that all Provider attorneys are members in good standing with The Florida Bar.
4. To communicate with the lower tribunal legal service provider to gather the record in judicial cases and arrange for the substitution of counsel.

5. To establish and maintain professional working relationships with the judiciary, Clerks of Court, Division of Administrative Hearings (DOAH), local law enforcement, special or private process servers, custodial parents, employers, and Departmental child support staff.
6. 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:
  - a. 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.
  - b. 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 include 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.
  - c. 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.
  - d. 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.
  - e. 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.
  - f. Contractor may not access or transmit state or federal confidential information obtained under this Contract remotely through unsecure commercial or public accesses.
  - g. Access to Federal Tax Information (FTI) IS NOT provided under this Contract.
7. To comply with and assume responsibility for employee compliance with all confidentiality safeguarding requirements.
8. Invoices shall be submitted electronically in the format provided in Attachment I, along with supporting documentation, no later than the thirtieth (30<sup>th</sup>) day of the month following the billing month, and sixty (60) days for June billing, to the following e-mail addresses:

[FDOR-CS-Invoices@floridarevenue.com](mailto:FDOR-CS-Invoices@floridarevenue.com) and Copy [Kim.Clark@floridarevenue.com](mailto:Kim.Clark@floridarevenue.com)

NOTE: For those months with three (3) bi-weekly payrolls, invoices must be submitted and paid within the following month.

9. Participate in quarterly financial reviews conducted by the Program with the OAG to evaluate expenditure rates and current total fiscal year Agreement funding.
10. To provide to the Contract Manager a resume for newly hired attorneys, along with verification of the attorney's good standing with The Florida Bar, within ten (10) calendar days of the attorney's start date.
11. To maintain computer equipment, software and networks that will ensure linkage and/or compatibility with Department case management systems (CAMS), reporting and invoicing applications. Each laptop used to access Department of Revenue data is required to have hard drive encryption software.
12. Audits, Inspections, Investigations and Monitoring
  - a. 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](mailto:Sarah.Wachman.Chisenhall@FloridaRevenue.com), or Mail to: PO Box 6668, Tallahassee, FL 32314-6668.**
  - b. 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.
  - c. 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.
  - d. 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.).
  - e. 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.
  - f. To include the aforementioned audit, inspections, investigations and record keeping requirements in all subcontracts and assignments.
13. Access to Department Information Resources and Facilities
  - a. 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

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.

- b. 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.
- c. 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.
- d. 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.
- e. 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.
- f. 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.
- g. Contractor and subcontractor staff may not share usernames, 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.
- h. Any mobile computing device used by the Contractor to maintain or process information under the Contract shall be encrypted by the Contractor.
- i. 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.
- j. 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.

14. 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.

15. Additional Requirements Due to Federal Funding

- a. The Contractor shall comply with the provisions of 45 CFR part 75.
- b. 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).
- c. If this Contract contains federal funding more than \$100,000, the Contractor must, prior to contract execution, complete the Certification Regarding Lobbying form, Attachment II. 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.
- d. The Catalog of Federal Domestic Assistance (CFDA) number is 93.563.
- e. Pursuant to 45 CFR 75.322(a), title to intangible property acquired under a Federal award vests upon acquisition to the non-Federal entity."  
Pursuant to 45 CFR 75.322(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."  
Pursuant to 45 CFR 75.322(c) the non-Federal entity is subject to applicable regulations governing patents and inventions, including government-wide regulations issued by the Department of Commerce at 37 CFR Part 401.  
Pursuant to 45 CFR 75.322(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.
- f. 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
- g. 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.
- h. For purposes of this Contract, the Contractor is not identified as a subrecipient under 45 CFR 75.351.

**V. DEPARTMENT RESPONSIBILITIES**

The Department agrees:

- 1. To provide an attorney appellate coordinator to provide written authorization of appeals and to assist, if necessary, in obtaining required information and records from Program staff and the lower tribunal legal service provider.
- 2. To provide a Contract Manager to oversee the Agreement
- 3. To conduct quarterly financial reviews with the OAG to evaluate expenditure rates and current total fiscal year Agreement funding.

## VI. COMPENSATION

1. The Department agrees to pay for services rendered pursuant to this Agreement in an amount not to exceed **\$357,310** for the term of July 1, 2021 through June 30, 2022. The Department's obligation to pay under this Agreement is contingent upon the availability of funds and an annual appropriation by the Legislature, in accordance with Section 287.0582, Florida Statutes. Upon the receipt by the Department of the appropriation of administered funds related to this contract, a contract amendment will be executed for the change in funding.
2. The costs of services paid under any other agreement or from any other source are not eligible for reimbursement under this Agreement.
3. The Department shall compensate the OAG for the following expenses which represent, annual operating and litigation costs, and which are directly and exclusively related to services rendered under this Agreement and any amendments thereto:
  - a. salaries and benefits;
  - b. other personal services;
  - c. litigation expenses such as travel (as per Section 112.061, Florida Statutes), translations, depositions, training, and private service of process;
  - d. operating capital outlay;
  - e. indirect costs: The Department will reimburse the OAG as indirect costs 10% of direct salaries excluding overtime and fringe benefits as permitted under 45 CFR 75.417.

Where applicable administrative expenses shall be prorated among cost centers: Budget line item adjustments may be made between cost centers with prior written notice to and approval by the Department. Budget line item adjustments may be made within cost centers with written notification to the Department. The sum of budget line adjustments shall not exceed the total Agreement amount.

The Department will pay the OAG an advance of 1/6 of the total contract amount as soon as possible after July 1 of each fiscal year, but no later than August 1. To recover the advance payment for each fiscal year, an amount not to exceed one third (1/3) of the advance payment shall be withheld by the Department from the monthly OAG payments during the last three (3) months of the fiscal year.

4. The Department shall reimburse actual expenses monthly.
5. To the extent that new positions are approved by the Department and added to this Agreement, costs will be paid on a cost reimbursement basis.
6. Equipment acquired with Federal IV-D funds is subject to the provisions set forth in 45 CFR 75.320. Title to equipment acquired under this Agreement will vest upon acquisition in the OAG. The OAG shall be required to compile an inventory of equipment purchased with Federal IV-D funds upon request and is subject to audit.
7. The OAG shall maintain a file, available for inspection by the Department, containing documentation of all costs incurred in connection with this Agreement. The file shall be maintained for a period of five years after completion of services rendered.
8. All employees under this contract will work 100% of time for which they are compensated on IV-D activities.

9. The OAG shall provide a completed Single Federal Award Certification Letter (Attachment III) for each funded employee within 6 months of the Agreement effective date, and every 6 months thereafter.
10. The Department shall notify the OAG Director of Administration in writing in advance of any proposed budget reductions submitted to the Governor's Office or House and/or Senate appropriations committee or staff, even if it is only an exercise.

## **VII. RENEGOTIATIONS OR MODIFICATIONS**

Modification of provisions to this Agreement shall only be valid when they have been reduced to writing and duly signed unless otherwise indicated. The parties agree to renegotiate this Agreement if federal and/or State revisions of any applicable laws, or regulations make changes in this Agreement necessary.

## **VIII. RENEWAL OF AGREEMENT**

That in accordance with Florida Statutes and upon mutual Agreement, the Department and the Provider may renew the Agreement, in whole or in part, for a period that may not exceed three (3) years or the term of the Agreement, whichever period is longer. The renewal may be divided into increments, may be for a complete term, or any combination thereof. 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 Agreement. For this Agreement, there shall be one (1) five (5) year optional renewal period.

## **IX. TERMINATION**

Either party may unilaterally terminate this Agreement without penalty by giving at least 90 days written notice, by certified mail, specifying the effective date of such termination: or with the agreement of the parties, it may be terminated upon written notice on a mutually agreed date without penalty. If this Agreement is terminated for any reason, all finished or unfinished documents and other work products prepared by or for the Department under this Agreement shall be made available to and for the exclusive use of the Department. If this Agreement is terminated, the OAG shall invoice the Department for all compensable work satisfactorily completed net of any unearned advances, and for all costs and expenses associated with the legal services rendered under this Agreement. Invoices shall be paid by the Department within 45 days of receipt.

In witness thereof, the parties hereto have caused this eleven (11) page Contract to be executed by their undersigned officials as duly authorized.

**CONTRACTOR:**  
**Office of the Attorney General**

**DEPARTMENT OF REVENUE**  
**STATE OF FLORIDA**

**SIGNED BY:** John M. Guard  
Authorized Signature

**SIGNED BY:** Shannon C. Segers

**NAME:** John M. Guard

**NAME:** Shannon C. Segers

**TITLE:** Chief Deputy Attorney General

**TITLE:** Director, Office Financial Management

**DATE:** 4/15/2021 | 6:29 AM EDT

**DATE:** 4/15/2021 | 8:27 AM EDT

**Approved as to form and legal content**  
**Office of General Counsel**

**SIGNED BY:** Steven Brangaccio

**Date:** 4/9/2021 | 4:52 PM EDT

Not valid until signed and dated by both parties



ATTACHMENT I

**Contract #: CL702**  
**Invoice #:**

**(Invoice Date)**

TO: Department of Revenue  
 Child Support Program  
 2450 Shumard Oak Blvd. Bldg. 2  
 Tallahassee, Florida 32399-7016

**INVOICE FOR OAG LEGAL SERVICES FOR (MONTH/YEAR)**

**Agreement Number: CL702**

**Purchase Order Number:**

**Legal Services Reimbursement** \$ \_\_\_\_\_  
 (FLAIR documentation of expenses must be attached)

**Private Service-Of Process & Long Arm Reimbursements** \$ \_\_\_\_\_  
 (131638 – Subpoena Service)

**TOTAL AMOUNT DUE** \$ \_\_\_\_\_

**REMIT TO:**

**FLAIR NUMBER: 41-60-2-438001-41101000-00-001903-00**

**PROVIDER'S CERTIFICATION**

I HEREBY CERTIFY that services have been rendered and all required entries in the FLORIDA and PAILS systems have been completed as required under the above-referenced contract and that I have reviewed any underlying documents submitted in support of this invoice, and the documents are correct to the best of my knowledge.

\_\_\_\_\_  
 Authorized Signature

\_\_\_\_\_  
 Date

\_\_\_\_\_  
 Name of Authorized Individual

**FOR DOR's Use:**

**INVOICE RECEIVED** \_\_\_\_\_

**APPROVED BY** \_\_\_\_\_

Object Code	Description	Current Expense	Cumulative Amt.	Annual Cap
131608	Legal Services	\$	\$	\$
130617	Transition Cases	\$	\$	\$
131620	Priv SOP/Long Arm	\$	\$	\$

ATTACHMENT II

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. 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: John M. Guard

Date: 4/15/2021 | 6:29 AM EDT

ATTACHMENT III



**Single Federal Award Certification**

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The Child Support Program receives federal funding and is required to support claims for personnel expenses. This certifies that 100% of Program employees' time is dedicated to Child Support activities. This certification must be completed every six months and documentation must be maintained. Compliance with this certification requirement is subject to review.

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I certify I have firsthand knowledge of the work being performed by the employees supervised by \_\_\_\_\_ during the period of \_\_\_\_\_ through \_\_\_\_\_ and the employees worked solely on Title IV-D Child Support activities.

\_\_\_\_\_  
Certified By (printed)

\_\_\_\_\_  
Office Address

\_\_\_\_\_  
City, State, Zip

\_\_\_\_\_  
Supervisor's Signature

\_\_\_\_\_  
Date

**Exceptions:** In the area below, identify any hours the employees were in the position reporting to you but were not working on Title IV-D Child Support activities. Note that these hours should not be included on the invoice to DOR.