# Memorandum

MIAMI-DADE COUNTY

**DATE:** July 21, 2009

**TO:** Honorable Chairman Dennis C. Moss
and Members, Board of County Commissioners

Agenda Item No. 14(A)(68)

**FROM:** George M. Burgess
County Manager

**SUBJECT:** Cooperative Agreement Between Miami-Dade County and the State Attorney, Eleventh Judicial Circuit for Child Support Enforcement Actions

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**Recommendation**
It is recommended that the Board retroactively authorize the County Mayor or County Mayor's Designee to execute the Cooperative Agreement between Miami-Dade County and the State Attorney, Eleventh Judicial Circuit to attempt the service of process on Title IV-D Child Support Enforcement actions. The period of this cooperative agreement begins July 1, 2009 and continues through June 30, 2013. The first year of services, July 1, 2009 through June 30, 2010 has been allocated federal funding in the amount of $282,994.

**Scope**
The agreement will provide countywide services.

**Fiscal Impact/Funding Source**
Miami-Dade County will be reimbursed an estimated $282,994 for the process of services for Title IV-D Child Support Enforcement cases. These are federal funds from the U.S. Department of Health and Human Services, Agency for Children and Families, Office of Child Support Enforcement, Florida Department of Revenue, and the State Attorney Eleventh Judicial Circuit.

**Track Record/Monitor**
The Agreement will be administered and monitored by the MDPD.

**Background**
Ratification of this cooperative agreement is necessary because the submission of the agreement to the County on June 5, 2009 did not allow time to submit the resolution to the Board prior to the agreement's effective date of July 1, 2009. The previous agreement approved by the Board of County Commissioners on July 13, 2004 as Resolution Number R-855-04 has concluded and a new agreement is required.

The Miami-Dade Police Department (MDPD) is required to serve process and orders in child support enforcement cases and is only entitled to reimbursement at the prevailing rate of federal financial participation (F.S. Section 409.257). The State Attorney is the administrative agency for child support enforcement in Miami-Dade County and has requested to contract with the MDPD to attempt service of civil documents, in compliance with federal and state requirements. The attached Cooperative Agreement for Service of Process for Child Enforcement Services was prepared by the State Attorney and received by the Miami-Dade Police Department for appropriate execution. The agreement terms remain the same, with the new contract period through June 30, 2013.

Civil documents served by the MDPD Court Services Bureau consist of summons and complaints, subpoenas (except witness subpoena), orders to show cause, contempt notices to appear, default orders and judgments, notice to absent parent orders, writs of bodily attachment and commitment orders. The authorized process fee to serve these papers is $20 and $70 for writs of bodily attachment. The County will be reimbursed at the non-negotiable rate of 66 percent, the approved

matching rate for federal expenditures. For the first year of the agreement, this reimbursement amount is estimated at $282,994.

Alina T. Hudak
Assistant County Manager

# MEMORANDUM

**(Revised)**

**TO:** Honorable Chairman Dennis C. Moss and Members, Board of County Commissioners

**DATE:** July 21, 2009

**FROM:** R. A. Cuevas, Jr. County Attorney

**SUBJECT:** Agenda Item No. 14(A)(68)

**Please note any items checked.**

✓ **"4-Day Rule" ("3-Day Rule" for committees) applicable if raised**

____ **6 weeks required between first reading and public hearing**

____ **4 weeks notification to municipal officials required prior to public hearing**

____ **Decreases revenues or increases expenditures without balancing budget**

____ **Budget required**

____ **Statement of fiscal impact required**

____ **Bid waiver requiring County Mayor's written recommendation**

____ **Ordinance creating a new board requires detailed County Manager's report for public hearing**

____ **Housekeeping item (no policy decision required)**

____ **No committee review**

Approved _____ Mayor
Veto _____
Override _____

Agenda Item No. 14(A)(68)
7-21-09

RESOLUTION NO. _____

RESOLUTION RETROACTIVELY AUTHORIZING EXECUTION OF A COOPERATIVE AGREEMENT FOR SERVICE OF PROCESS ON TITLE IV-D CHILD SUPPORT ENFORCEMENT ACTIONS BETWEEN THE STATE ATTORNEY, ELEVENTH JUDICIAL CIRCUIT, AND MIAMI-DADE COUNTY; AND AUTHORIZING THE COUNTY MAYOR OR THE COUNTY MAYOR'S DESIGNEE TO EXECUTE AMENDMENTS, RENEWALS, AND EXTENSIONS AND TO EXERCISE THE CANCELLATION PROVISION CONTAINED THEREIN

**WHEREAS,** this Board desires to accomplish the purposes outlined in the accompanying memorandum, a copy of which is incorporated herein by reference,

**NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF MIAMI-DADE COUNTY, FLORIDA,** that this Board approves a cooperative Agreement for Service of Process on Title Iv-D Child Support Enforcement Actions between the State Attorney, Eleventh Judicial Circuit, and Miami-Dade County, in the amount not to exceed $282,994, in reimbursement revenue, in substantially the form attached hereto and made a part hereof; authorizes the County Mayor or the County Mayor's designee to execute same for and on behalf of Miami-Dade County; and to execute any necessary amendments, renewals, and extensions and to exercise the cancellation provision contained therein.

The foregoing resolution was offered by Commissioner , who moved its adoption. The motion was seconded by Commissioner and upon being put to a vote, the vote was as follows:

Dennis C. Moss, Chairman
Jose "Pepe" Diaz, Vice-Chairman

| | |
|---|---|
| Bruno A. Barreiro | Audrey M. Edmonson |
| Carlos A. Gimenez | Sally A. Heyman |
| Barbara J. Jordan | Joe A. Martinez |
| Dorrin D. Rolle | Natacha Seijas |
| Katy Sorenson | Rebeca Sosa |
| Sen. Javier D. Souto | |

The Chairperson thereupon declared the resolution duly passed and adopted this 21st day of July, 2009. This resolution shall become effective ten (10) days after the date of its adoption unless vetoed by the Mayor, and if vetoed, shall become effective only upon an override by this Board.

MIAMI-DADE COUNTY, FLORIDA
BY ITS BOARD OF
COUNTY COMMISSIONERS

HARVEY RUVIN, CLERK

By:_____
Deputy Clerk

Approved by County Attorney as
to form and legal sufficiency.

Ben Simon

**COOPERATIVE AGREEMENT**
**for Service of Process on Title IV-D Child Support Enforcement Actions**

THIS COOPERATIVE AGREEMENT is entered into between the STATE ATTORNEY, ELEVENTH JUDICIAL CIRCUIT, in its capacity as the Child Support Enforcement Services provider in Miami-Dade County pursuant to a Contract with the Department of Revenue, hereinafter referred to as the "State Attorney", and the MIAMI-DADE COUNTY BOARD OF COUNTY COMMISSIONERS, as the authorizing agent for the Miami-Dade County Police Department, hereinafter referred to as the "County".

**WITNESSETH**

WHEREAS, as required by § 409.2557, F. S., the Department of Revenue is designated as the State agency responsible for the administration of Florida's Child Support Enforcement Program as required by Title IV-D of the Social Security Act, 42 U.S.C. §§ 651-670;

WHEREAS, as required by Chapter 85-178, § 6, at 1294, Laws of Florida, as amended by Chapter 86-220, § 156, at 1725, Laws of Florida, the Florida Legislature authorized three comprehensive child support enforcement demonstration projects to be funded. One demonstration project shall be conducted in Miami-Dade County and be administered by the State Attorney for the Eleventh Circuit;

WHEREAS, as the administering entity for child support enforcement in Miami-Dade County, the State Attorney shall contract with local government for services as required in compliance with Title IV-D requirements;

WHEREAS, as required by § 409.257, F. S. (1997), the service of initial process and orders in lawsuits filed by the State Attorney (pursuant to its contract with the Department of Revenue), under this act, may be served by the Sheriff in the county where the person to be served may be found. The Sheriff shall be reimbursed at the prevailing rate of Federal Financial Participation for service of process and orders as allowed by law;

WHEREAS, as the Sheriff of Miami-Dade County, the Miami-Dade Police Department shall be the provider of services as defined by § 409.257, F. S. (1997) in Miami-Dade County.

NOW, THEREFORE, in consideration of the agreements contained herein, the State Attorney and the County do hereby mutually agree to all terms and conditions below:

**I. Purpose and Scope**

The State Attorney and the County hereby enter into a Cooperative Agreement for the purposes of:

A. Setting forth the Provider's statutory duties as they relate to Title IV-D child support cases;

B. Defining the roles, relationships and responsibilities of the parties; and

C. Setting forth a basis for financial reimbursement as required by 45 C.F.R. § 303.107 and Chapter 85-178, §6 at 1294, Laws of Florida, as amended by Chapter 86-220, §156, at 1725, Laws of Florida.

## II. Definitions

D. "Federal Financial Participation" (FFP) means the approved federal matching rate available for federally approved expenditures.

E. "Title IV-D case" refers to any child support case for which there is a valid assignment of rights to CSE or for which CSE is providing services as required by Title IV-D of the Social Security Act.

F. Unless otherwise noted in this Cooperative Agreement, all other terms shall be defined by Florida Statutes, U.S. Code and the Code of Federal Regulations.

## III. State Attorney Responsibilities

The State Attorney agrees to:

A. To clearly identify all Title IV-D child support enforcement cases referred to the sheriff for which service or writ of bodily attachment is requested.

B. To provide directly to the sheriff the best-known address(es) where the person may be served or the writ executed.

## IV. County Responsibilities

Under this Agreement, the County will provide Service of Process on child support enforcement cases in Miami-Dade County and agrees to:

A. General Provisions

1. The sheriff shall promptly attempt service pursuant to Section 30.231, Florida Statutes, on all Title IV-D Child Support Enforcement actions that are referred by the State Attorney.

2. Promptly provide the State Attorney's Office with a copy of the Sheriff's return indicating whether service of process has been made. Where service of process has not been perfected, the Sheriff must specifically state on the return why service of process has not been perfected. Failure to perfect service at the address provided does not excuse the Sheriff from his or her duty to exercise due diligence in locating the person to be served.

3. The sheriff is to maintain sufficient staff, facilities and equipment to deliver the agreed upon services or to notify the State Attorney thirty (30) days in advance whenever the sheriff is unable, or is going to be unable, to provide the required quality or quantity of services.

4. Under the provisions of the law and the terms of this contract, the Sheriff is required, but not limited, to serve the following:

    A. Summons and Complaint

    B. Subpoena except witness subpoena

C. Order to Show Cause

D. Contempt Notice to Appear

E. Default Order and Judgment (when court orders to be served by the Sheriff)

F. Notice to Absent Parent for deemed Income Deduction Order

G. Writ of Bodily Attachment

H. Commitment Orders

5. Subject to the terms and the provisions of 45 C.F.R., Part 74, the State Attorney shall reimburse the county for expenditures made in accordance with the established Federal Financial Participation (FFP) rate, as stipulated in this contract, subject to the availability of funds and any related federal and/or state legislated changes.

B. Service of Process Provisions

1. Manner of Service

a. The sheriff should attempt to promptly obtain child support summons, and thereafter serve process within seven (7) calendar days of receipt of the request. If process is not served on the first attempt, the sheriff should make a minimum of two additional attempts to serve process within twenty-one (21) calendar days after receipt.

b. Given the critical issue of effective and timely service of process, it is incumbent upon the sheriff to attempt to serve a respondent at any address necessary to effect service. These attempts should include, but are not limited to, serving a respondent during employment hours at the respondent's place of employment, outside employment hours at the respondent's residence, or at any other additional address(es), when multiple addresses are provided by the State Attorney. To effect a successful service, the sheriff should attempt service at as many of the addresses provided and at different time intervals.

The Sheriff should determine the most appropriate time to attempt service and such attempts may include nights or weekends.

c. (1) Within seven (7) calendar days of successful service, the sheriff should provide the State Attorney they received the documentation from a **copy** of the sheriff's return indicating service has been perfected and the address at which it was perfected as well as any other information listed in Attachment I.

(2) Within seven (7) calendar days of successful service, the sheriff should provide the Clerk of Court the **original** documents indicating service has been perfected and the address at which it was perfected as well as any other information listed in Attachment I.

d. (1) Within seven (7) calendar days of the final attempt in an unsuccessful service, the sheriff should provide the State Attorney, they received the documentation from a **copy** of the sheriff's return indicating service has not been perfected and specifically state on the service return form the reason(s) for lack of service for each address attempted as well as any other information listed in Attachment I.

(2) Within seven (7) calendar days of the final attempt in an unsuccessful service, the sheriff shall provide the Clerk of Court the **original** documents indicating service has not been perfected and specifically state on the service return form the reason(s) for lack of service for each address attempted as well as any other information listed in Attachment I.

(3) If the location information on the request is erroneous, the Sheriff shall return the request to the issuing office within seven (7) calendar days of the last attempt. Failure to serve at the address(es) provided does not excuse the sheriff from the duty to exercise due diligence in locating the person to be served.

e. If the court orders the person served to pay the service of process, the payment shall be directed to the county, which will retain the prevailing local match rate (34%) of the payment. The remaining match rate (66%) should be used to reduce the total bill to the State Attorney for the month in which the person served actually made the payment. The invoice must show the names of all persons served who made payments so that cost records can be updated by the Child Support Enforcement Program.

C. Writ of Bodily Attachment Provisions

1. Manner of Service

a. The sheriff should attempt to execute a writ within seven (7) calendar days of receipt of the request. If a writ is not executed on the first attempt, the sheriff should make a minimum of two additional attempts to execute the writ within twenty-one (21) calendar days after receipt.

b. Given the critical issue of effective and timely execution of writs, it is incumbent upon the sheriff to attempt to execute a writ on a respondent at any address necessary to execute the writ. These attempts should include, but are not limited to, serving a respondent during employment hours at the respondent's place of employment, outside employment hours at the respondent's residence, or at any other additional address(es), when multiple addresses are provided by the State Attorney. To effect a successful writ execution, the sheriff should attempt execution at as many of the addresses provided and at different time intervals.

The Sheriff should determine the most appropriate time to attempt service and such attempts may include nights or weekends. After the service is executed it should be entered into the FCIC within three (3) business days.

c. (1) Within seven (7) calendar days of successful execution of a writ, the sheriff should provide the State Attorney they received the documentation from a **copy** of

the sheriff's return indicating that the writ has been executed and the address at which it was executed.

(2) Within seven (7) calendar days of successful execution of a writ, the sheriff shall provide the Clerk of Court the **original** documents indicating the writ has been executed and the address at which it was executed. Failure to execute the writ at the address(es) provided does not excuse the sheriff from the duty to exercise due diligence in locating the person to be served.

d. Since the respondent is required to carry the purge payment receipt for 30 days, the sheriff should establish, audit and monitor a procedure that will ensure removal, within thirty (30) calendar days, of all completed or rescinded writs from the Florida Crime Information Center (FCIC) telecommunications system, per Section 61.11(2)(e), F.S.

e. If the court orders the person served to pay the writ of bodily attachment fee, the payment shall be directed to the county who will retain the prevailing local match rate (34%) of the payment. The remaining match rate (66%) should be used to reduce the total bill to the Office of the State Attorney, 11th Judicial Circuit for the month in which the person served actually made the payment. The invoice must show the names of all persons served who made payments so that cost records can be updated by the Child Support Enforcement Program.

D. Method of Payment

a. Only one request for payment shall be submitted for each original service document to the State Attorney. Forms and reports should be submitted in the mutually agreed upon format.

The invoice for payment should be received by the State Attorney within 45 days after the end of the month in which services are rendered.

b. The county will be reimbursed for **service on judicial and administrative summons** at the prevailing rate of Federal Financial Participation, 66% of the $20.00 fee ($13.20) for original service in Title IV-D cases. This reimbursement amount includes all costs associated with each service on judicial and administrative summons

c. The county will be reimbursed for **judicial and administrative writs of bodily attachment** at the prevailing rate of Federal Financial Participation, 66% of the $70.00 fee ($46.20) for a writ of bodily attachment. This reimbursement amount includes all costs associated with each writ of bodily attachment.

d. **Additional fees may be paid for alias and pluries** documents when service was not perfected on the original documents in that county by that sheriff. "Alias" is defined as the second document issued subsequent to the original document, which is for the same person in the same county and the same cause of action as the original. "Pluries" is defined as the third or subsequent document issued to the alias document which is for the same person in the same county and the same

cause of action as the original. Should the person, county or cause of action cited in the alias or pluries differ from the original request, it shall be considered a new request.

e. Invoices must be received and approved by the 5th of the month in order to be included in the State Attorney's reimbursement request to the Department of Revenue for prior month expenditures. Invoices received after the 5th of the month will be included in the next reimbursement request to the Department of Revenue. Payments under this agreement will be made to County within seven (7) days of receipt of funds from the Department of Revenue.

f. The official payee to whom payments shall be made:

**Miami-Dade County Board of County Commissioners**
111 NW 1st Street, Suite, 2620
Miami, FL 33128-1980
Contact: Elizabeth Majfud (305) 375-5080
Federal ID No. VF 596000573

## V. Other Terms and Conditions

A. APPLICABILITY OF STATE AND FEDERAL LAWS AND REGULATIONS: In addition to the Federal and State laws and regulations cited above, the parties agree to comply with the provisions of Title IV-D of the Social Security Act, implementing regulations and other Federal or State laws or regulations applicable to the contents, execution, performance and enforcement of this Cooperative Agreement.

B. DISALLOWED CLAIMS FOR FEDERAL FINANCIAL PARTICIPATION: Financial penalties that are incurred by the State Attorney as a direct result of any Federal finding of inadequate performance by the County as required by this Cooperative Agreement or disallowances of Federal Financial Participation for expenditures shall be passed on to the County in the appropriate share upon receipt of official notice of such finding. Recoupment of payments shall be made either by securing a credit that will offset subsequent invoices submitted by the County, consistent with the requirements of 45 C.F.R. § 304.40, or by a lump sum payment.

C. TERM OF COOPERATIVE AGREEMENT: For purposes of the provision of services as required by this Cooperative Agreement, this agreement shall begin on July 1, 2009, or on the date on which the State Attorney's Contract No. CSLD2 _ has been signed by the Department of Revenue, but no sooner than July 1, 2009, and shall end June 30, 2013.

D. AMOUNT OF COOPERATIVE AGREEMENT: Subject to the terms of this agreement and the provisions of 45 C.F.R., Part 74, the State Attorney shall reimburse the County for no more than a total dollar amount of $ 282, 994, for State fiscal year 2009-2010, based on the availability of funds. All payments for reimbursement under this agreement are subject to Federal Financial Participation (FFP) reimbursements made to the State Attorney for purchase of Title IV-D services from the County, pursuant to the State Attorney's Contract with the Department of Revenue, Contract No. CSLD2 . All payments to the County for actual and allowable fees shall be at the prevailing rate of Federal Financial Participation.

E. AMENDMENTS OR MODIFICATIONS: The parties agree to amend this Cooperative Agreement to address and incorporate the requirements of any new or revised IV-D program requirements, Federal or State regulations, rules or laws that may be applicable during the effective period of this Cooperative Agreement, as well as budget arrangements and cost estimates that may impact this Cooperative Agreement.

F. TERMINATION:

1. This agreement may be terminated by either party at any time with or without cause upon thirty (30) days written notification, or a lesser period agreed to by both parties.

2. In the event funds to finance this agreement become unavailable, the State Attorney may terminate this Agreement upon not less than twenty-four (24) hours written notice.

G. CHANGE IN THE RATE OF FEDERAL FINANCIAL PARTICIPATION FFP: In the event the FFP funding is increased or decreased during the term of this contract both parties agree that reimbursement by the State Attorney shall be at the new prevailing rate of FFP. Notification of the change and its effective date shall be provided in writing and made a part of the original agreement.

H. CHANGE IN STATUTORY FEE FOR SERVICE OF PROCESS: In the event the Statutory fee is changed during the term of this agreement, it is agreed that reimbursement by the State Attorney shall be at the new statutory rate. A copy of the statutory change and its effective date shall be attached to the original agreement.

I. AUDITS, RECORDS & RETENTION: The County shall be considered a sub recipient of Federal programs funds and will be subject to audit requirements as required by OMB Circular A-133 and other State and Federal laws and regulations. The County will maintain books, records, and documents, including electronic storage media, in accordance with generally accepted accounting principles, which sufficiently and properly reflect all revenues and expenditures of funds as required by this Cooperative Agreement. These records will be subject at all reasonable times to inspection, review, or audit by State personnel and other personnel duly authorized by the Department of Revenue, as well as Federal personnel. The County further agrees to retain at its own expense all records, financial records, supporting documents, statistical records, and any other documents, including electronic storage media, pertinent to this Cooperative Agreement for a period of five (5) years after termination of this Cooperative Agreement. If an audit has been initiated and audit findings have not been resolved at the end of five (5) years, the records will be retained until resolution of the audit findings. The County agrees to assure the retention and access of records will be in accordance with the requirements of 45 C.F.R. § 74.53.

J. The County must complete and execute the attached Debarment form, Attachment II.

K. The County must complete and execute the attached Certification Regarding Lobbying form, Attachment III. If a Disclosure of Lobbying Activities form, Standard Form LLL, is required, it may be obtained from the contract manager. All disclosure forms as required by the Certification Regarding Lobbying form must be completed and returned to the contract manager.

L. The County must complete and execute the attached Additional Provisions form, Attachment IV.

M. SUBCONTRACTS: Except as provided by this Agreement, the County shall neither assign the responsibility of this Agreement to another party nor subcontract for any of the work contemplated under this contract without prior written approval of the State Attorney. No such approval by the State Attorney of any assignment or subcontract shall be deemed in any event or in any manner to provide for the incurrence of any obligation of the State Attorney in addition to the total dollar amount agreed upon in this Agreement. All such assignments or subcontracts shall be subject to the conditions of this payment to subcontracts and to any conditions of approval that the State Attorney shall deem necessary. Unless otherwise stated, payments made by the County to the subcontractor must be within seven (7) working days after receipt of full or partial payments from the State Attorney in accordance with section 287.0585, Florida Statutes. Failure to pay within seven (7) working days will result in a penalty charged against the County and paid to the subcontractor in the amount of one-half of one (1) percent of the amount due, per day from the expiration of the period allowed herein for payment. Such penalty shall be in addition to actual payments owed and shall not exceed fifteen (15) percent of the outstanding balance due.

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

O. PHOTOGRAPHIC IMAGES: provided by the State Attorney:

Photographic images provided by the State Attorney are only for use with service of process and writs, as specified in section 322.142, Florida Statutes (2006).

This information is considered privileged and confidential. Any disclosure, distribution, or copying of this photographic image, or the information in it, is strictly prohibited.

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

a. Shredding to effect 5/16-inch wide or smaller,

b. Burning (ensuring that all pages are fully consumed),

c. Rendering unreadable and un-reconstructable.

If your office is not equipped to destroy the image as required, for proper destruction return it by Mail (certified, return receipt requested) or by courier/messenger service to either the State Attorney.

## VI. Notice and Contact

A. The following individuals shall represent the parties in the performance of this agreement:

Don L. Horn
Chief Assistant for Administration
State Attorney's Office
1350 NW 12 Avenue
Miami, FL 33136
(305) 547-0563

Robert L. Parker
Director
Miami-Dade Police Department
9105 NW 25 Street
Miami, FL 33172
(305) 471-2100

B. In the event different representatives are designated by either party after execution of this Cooperative Agreement, notice of the name, address, facsimile, and telephone numbers of the new representative(s) will be provided in writing to the other party and said notification attached to the originals of this Cooperative Agreement.

IN WITNESS THEREOF, the parties hereto have caused this Cooperative Agreement to take effect on July 1st, 2009 by their undersigned officials as duly authorized.

Office of the State Attorney
11th Judicial Circuit, Miami-Dade County

By:_____
DATE

Name: Don L. Horn
Title: Chief Assistant for Administration

Miami-Dade County
Board of County Commissioners

By:_____
DATE

Name: George M. Burgess
Title: County Manager

# Attachment I

## DOCUMENTATION FOR SUCCESSFUL AND UNSUCCESSFUL SERVICE OF PROCESS ATTEMPTS

ALL RETURNS SHOULD INCLUDE:

A. The full names of both CP and NCP and the case number.

B. Complete addresses for all attempts for service.

C. Date and time for all attempts for service.

D. All reasons for non-service attempts.

E. Indication of manner of service return, i.e.: personal service or substitute, if substitute, the relationship of substitute.

F. A list of all documents served on the NCP.

## Attachment II

**Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion Contracts/Subcontracts**

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

1. Each contractor whose contract/subcontract contains federal monies must sign this certification prior to execution of each contract/subcontract. Additionally, contractors who audit federal programs must also sign, regardless of the contract amount.

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

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

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

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

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

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

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

**CERTIFICATION**

(1) The contractor certifies, by signing this certification, that neither the contractor and the contractor's principals:

- (A) Is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this contract/subcontract by any federal Department or agency;
- (B) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- (C) Are not presently indicted for or otherwise criminally or civilly charged by a government entity (Federal, State, or local with commission of any of the offenses enumerated in paragraph B of this certification; and,
- (D) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.

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

*By:*_____ *Date:*_____

## Attachment III

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

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

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

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

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

This certification is a material representation of fact upon which reliance was placed when this transactions was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C., 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

*By:*_____ *Date:*_____

## Attachment IV

### Additional Provisions for Federally Funded Contracts

1. The contractor shall comply with the provisions of 45 C.F.R., Parts 74 and 76, and/or 45 C.F.R., Part 92, and other applicable regulations as specified in this contract.
2. If this contract is valued at greater than $100,000, the contractor shall comply with all applicable standards, orders, or regulations issued under Section 306 of the Clean Air Act, as amended (42 U.S.C. 1857(h), et seq.), Section 508 of the Clean Water Act, as amended (33 U.S.C. 1368, et seq.), Executive Order 11738, and Environmental Protection Agency regulations (40 C.F.R., Part 15). The contractor shall report any violations of the above to the contract manager.
3. If this contract contains federal funding in excess of $100,000, the contractor must, prior to contract execution, complete the Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion Contracts/Subcontracts (Attachment E) and 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 contract manager. All disclosure forms as required by the Certification Regarding Lobbying form must be completed and returned to the contract manager.
4. If this contract contains federal funds, the CFDA number is 93.563.
5. Pursuant to Federal regulations at 45 CFR 95.617, the Department shall "have all ownership rights in software or modifications thereof and associated documentation designed, developed or installed with Federal financial participation."

   The Federal Department of Health and Human Services, Administration for Children and Families, "reserves a royalty-free, non-exclusive, and irrevocable license to reproduce, publish, or otherwise use and to authorize others to use for Federal Government purposes, such software, modifications, and documentation.
6. At all reasonable times for as long as records are maintained, persons duly authorized by the Department and Federal auditors, pursuant to 45 CFR, Section 92.36(i)(10), shall be allowed full access to and the right to examine any of the contractor's contracts and related records and documents, 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. ☒ If checked, the following also applies:
   - The CFDA number(s) is: **93.563**.
   - The CFDA title is: **Child Support Enforcement**.
   - The **Federal Agency** from which the Department receives these funds and passes them to the Provider is: **the Department of Health and Human Services, Agency for Children and Families, Office of Child Support Enforcement**

   Since the funds expended on this Contract are federal funds, the Provider is considered a sub-recipient of federal program funds and will be subject to audit requirements as required by OMB Circular A-133 and other state and federal laws and regulations. The Provider is required to give the above information to their independent auditor at the end of each fiscal year while the auditor is collecting the information for completing the required financial records review.

   By signing below, the Provider agrees to adhere to the above requirements.

Signature _____

Name Printed George M. Burgess, County Manager

Date _____