

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 Agreement # CL7AG
OAG Contract # AO301/A0302

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 2450 Shumard Oak Blvd., Building #2, Tallahassee, Florida 32399-5586.

I. ENGAGEMENT OF THE OAG

The Department retains the OAG to provide legal services in the following service areas:

- A. Child Support Region 1, child support cases in Franklin, Gadsden, Jefferson, Leon, Liberty and Wakulla counties.
- B. Child Support Region 3, child support cases in Hillsborough, Pasco, Pinellas, Sarasota and Desoto counties.
- C. Child Support Region 5, child support cases in Broward County.

II. TIME OF PERFORMANCE

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

III. SERVICES TO BE PROVIDED

A. Under this Agreement, the OAG agrees:

- 1. To provide legal services for Florida's Title IV-D Child Support Program (hereinafter referred to as "the Program"), administered by the Department.
- 2. To represent the Department in judicial and administrative cases pertaining to paternity, establishment, modification and enforcement of obligations for child support; contempt hearings; and all other proceedings relating to child support, provided there is no conflict of interest as to representation.
- 3. To give priority to the collection of current support obligations owed to the State or the person owed support.
- 4. To endeavor to collect arrearages owed to the State or the person owed the arrearages.
- 5. To recover allowable, legal costs incurred in Title IV-D cases. When recovered, all costs, including those for genetic testing, shall be directed by court order to be paid to the Department.
- 6. To ensure that all court orders for child support obtained pursuant to the provisions of this Agreement direct payment to the State Disbursement Unit.
- 7. To maintain sufficient staff, facilities and equipment to deliver the agreed upon services in a quality manner.

B. Under this Agreement, the Department agrees:

- 1. To refer paternity cases, establishment, enforcement, and modification of child support cases to OAG for legal or administrative action, at the discretion of the Department.

2. To provide to the OAG, upon request, necessary records and other case material related to the cases referred to the OAG.
 3. To provide staff as witnesses at evidentiary hearings.
 4. To arrange genetic testing in paternity cases, where appropriate, and provide results and/or the status of the testing to the OAG in a timely manner.
 5. To participate in negotiating and obtaining stipulations after the case has been referred to the OAG, except in the courthouse.
 6. To provide the OAG written policy and procedural instructions regarding child support cases.
 7. To respond to inquiries from the OAG within two (2) business days by telephone or in writing (including electronic mail).
- C. Under this Agreement, the OAG and the Department shall endeavor to create a highly effective business environment characterized by efficiency, effectiveness, and mutual support, with the express goal of responding to one another's needs in pursuit of child support objectives. The Parties shall endeavor to communicate timely information relative to performance expectations and performance results in each county of service. The OAG and Department shall respond to each other's information needs in time to positively affect those needs and finally, will collaborate at the service center level on ways to improve service, efficiency, and effectiveness.

IV. MANNER OF SERVICES:

A. Under this Agreement, the OAG shall:

1. Have sufficient knowledge and understanding of federal and state statutes and regulations, as well as, thorough knowledge of case law in the areas of paternity, child support order establishment, enforcement, modification, and related child support areas.
2. Work closely with state, regional, and local office Department staff to accomplish Departmental goals.
3. Comply with the direction of the Program, unless in conflict with ethical standards.
4. Produce and file all pleadings and orders with the appropriate court or administrative tribunal within the timeframes set forth by the court or Department, whichever is less.
5. Vigorously represent the Department in establishing paternity and establishing, modifying, and enforcing child support orders by taking the appropriate actions on all referred child support cases in the appropriate judicial and administrative proceedings.
6. Promote the Program by establishing good working relationships with employers, judges, hearing officers, clerks of court, and local law enforcement.
7. Closely monitor efforts by process servers to ensure all steps are taken to effect service of process quickly.
8. Timely notify the Department of any changes in court procedure, local rules or court clerk procedures that affect the Program.
9. Provide the Department with information regarding referred cases by properly updating the Child Support Automated Management System (CAMS); responding to status requests from the Department; and providing other information at the Department's request.
10. Notify the Department of any adverse rulings that should be appealed, following the procedures in Attachment I.
11. Work with the judiciary and the Division of Administrative Hearings (DOAH) to standardize requirements and procedures to the maximum degree possible.

V. PROVIDER RESPONSIBILITIES

A. Legal Services

Under this Agreement, the OAG agrees:

1. At all times to accept for review all case referrals from the Department, whether transmitted electronically or by hard copy, and for each case accepted for the provision of legal services, prepare all phases of the case for hearing before the appropriate tribunal.
2. To provide child support establishment, enforcement, and modification legal services in support of the Department's IV-D Program that comply fully with the provisions of Title IV-D of the Social Security Act, the Code of Federal Regulations, State law and regulations.
3. To abide by the Department's policies and procedures.
4. To take and maintain complete, accurate notes of hearings for the case file and to prepare the order, as may be required by the court.
5. To serve the parties with notices and orders in cases accepted by OAG.
6. Forward completed Bureau of Vital Statistics form DH-673 (OVS 673) to the Clerk of the Court within seven (7) calendar days after receipt of the Final Judgment of Paternity.
7. To competently represent the Department in judicial and administrative hearings pertaining to the determination of paternity; establishment, enforcement, and modification of support orders; contempt proceedings; and all other proceedings relating to child support including, but not limited to, first appearances at county jail and commitment proceedings, depositions, motions, court ordered mediations and any legal research necessary for competent representation.
8. To vigorously advocate on behalf of the Department, its interests, and the best interests of the child(ren) consistent with the provisions of Florida Bar Rules of Professional Conduct. This advocacy includes, but is not limited to, knowing the facts of the case prior to any hearing, presenting the facts and legal theory to the court, and arguing the Department's position.
9. Not to enter into any Agreement or settlement that adversely affects the Department's interests or results in the Department's loss of revenue, including payment of attorney's fees or costs by the Department, without first consulting with and securing approval from the Child Support Program's Chief Counsel.
10. To bring all court actions in the name of the Department of Revenue, on behalf of the parent, caregiver, and/or the child, as appropriate, and to notify the Department timely of any judicial or administrative decision, pleading or proposed settlement agreement that adversely affects the Department's interest.
11. To recognize the Department as the Provider's only client in a IV-D proceeding. The Provider will not legally represent or engage in any conduct that would result in creating an attorney/client relationship with any parent, caretaker, or other person who is a party in a IV-D proceeding in which the Provider is representing the Department. The Provider agrees that under Section 409.2564(5), Florida Statutes, and Florida Family Law Rule, of Procedure 12.040(c)(2) an attorney/client relationship exists only between the Department and the Provider. The Provider will represent the Department in cases involving downward modifications and change of payee notwithstanding the Provider's prior involvement in the same case or a related case. Specifically, the Provider agrees to represent the Department in the following case scenarios:
 - a. If the Provider or an attorney associated with the Provider formerly obtained or enforced a support order for Parent A, the Provider and its attorneys will not consider it a conflict of interest to represent the Department in a subsequent proceeding to obtain or enforce a support order against Parent A for the same child(ren) or for any other child(ren).
 - b. If the Provider or an attorney associated with the Provider formerly obtained or enforced a support order for Parent A, the Provider and its attorneys will not consider it a conflict of interest to represent the Department in a subsequent proceeding to reduce or terminate Parent A's support order.

12. To notify, in writing, all parties to a IV-D proceeding that the attorney does not represent either parent. This requirement will be satisfied by the Notice of Limited Representation required by Rule 12.040(c)(2), Florida Family Law Rules of Procedure, provided that all parties receive a copy of the legal document containing the notice.
13. To seek a court order for recovery of the Department's administrative costs as defined by Section 409.2554(11), Florida Statutes in all paternity and child support establishment, enforcement, and modification orders. If the court does not award costs to the Department, the Provider further agrees to request a court finding stating the reasons the court did not assess costs in the case.
14. To seek an order for health insurance for the child(ren), if it is reasonable in cost and available to the child(ren), in new and modified support orders.
15. To ensure that all orders for child support obtained pursuant to the provisions of this Agreement direct payments to be made to the State Disbursement Unit pursuant to s. 6 I. 1824, F.S.
16. To provide legal services to the Department's service centers under this Agreement daily and maintain office hours during the hours of 8 AM to 5 PM, except for weekends and state holidays.
17. If the Provider is of the opinion that a paternity, support, enforcement, or any other order is erroneous and presents a question of law or issue warranting an appeal, or if a response to an appeal commenced by opposing counsel is required, Provider will follow the procedure in Attachment 1.
18. Provide assistance to the Department and the Program's appellate counsel in accomplishing all tasks necessary to commence the appeal, file a writ, or submit a timely response to an appeal commenced by opposing counsel.

B. Case Management

Under this Agreement, the OAG further agrees:

1. To use CAMS in case preparation for court.
2. To use CAMS for case review prior to contacting the Program for additional information.
3. To use standardized Department and CAMS generated legal forms and such other documents as the Department may require the Provider may request the Department to grant a waiver from the requirement to use CAMS legal forms. To obtain a waiver, the Provider must make the request in the form and manner specified by the Department and demonstrates to the Department's satisfaction that alternative forms proposed by the Provider are legally adequate and that it is more efficient and cost-effective for the Provider to use the Provider's forms.
4. To attempt, wherever possible, to achieve cost effectiveness by consolidating court hearings, limiting travel, streaming case processing, and taking other actions to improve efficiency.
5. To advise the Department within two (2) business days of the failure or refusal of any public assistance recipient to cooperate in establishing paternity and/or securing support, and to participate in "fair hearings" or other administrative hearings relating to the recipient's non-cooperation.
6. To refer any cases of suspected fraud related to child support or receipt of public assistance to the Program.
7. To maintain sufficient staff, facilities and equipment to deliver the agreed upon services to each county. If the Provider will be unable to provide the required quality or quantity of services, then the Provider agrees to notify the Department within two (2) business days of becoming aware of the change in circumstances. The provider is required to correct the unforeseen deficiency within ten (10) business days. This does not apply to vacations, which must be planned and managed so as to provide office coverage as required in Section V, subsection A, paragraph 16.

C. Case File Format

Under this Agreement, the OAG further agrees:

1. To maintain a current electronic or hard copy legal file on each IV-D case referred by the Department and make information contained therein available to the Department. The legal file must include, but is not limited to, all legal documents, all correspondence, and a case activity summary sheet. For hard copy files, documents shall be on letter size paper and filed in chronological order with the most recent document on top. In addition, the Provider agrees to modify the file format as the Department may request.
 - a. For purpose of this legal file, "legal documents" include all pleadings, motions, orders, and other documents, including return of service, that are typically filed with the court or offered in evidence and would be included in a record on appeal.
 - b. For purpose of this legal file, "correspondence" is all other documents, including attorney notes, correspondence, and system notes.
2. To protect attorney work product consistent with Section 119.07(1)(d), Florida Statutes.
3. To store Child Support files separated from non-Child Support files and in appropriately secured facilities.

D. Professional Requirements

Under this Agreement, the OAG further agrees:

1. To demonstrate knowledge and understanding of 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, and the Department's procedures.
2. To comply with the Florida Rules of Civil Procedure, including use of the civil cover sheet (Fla.R.Civ.P. Form 1.997) and the final disposition form (Fla.R.Civ.P. Form 1.998) in all cases.
3. To represent the Department in a manner consistent with Child Support Program procedures.
4. To attend training conferences, workshops, and Department meetings during the course of this Agreement, based upon written request by the Department and Agreement by the OAG.
5. To require that all Provider attorneys acquire a minimum of eight (8) hours of child support-related Continuing Legal Education (CLE) per year and to submit documentation upon completion of said courses to the contract manager.
6. To establish and maintain professional working relationships with the DOAH, judiciary, clerks of court, local law enforcement, special or private process servers, employers, and Departmental child support staff.
7. To maintain and exercise professional discretion as to the legal merit of individual cases and as to the type of legal action to be initiated and pursued.
8. To fully disclose any pre-IV-D representation of a parent or caretaker in a referred IV-D action in accordance with the Florida Bar Rules of Professional Conduct.
9. To be free of conflicting interests as required by the Florida Bar Rules of Professional Conduct and applicable federal and State laws. Should any conflicts arise during the term of this Agreement, the Provider shall immediately discuss the matter with appropriate Department staff.
10. To maintain strict standards of confidentiality of records in accordance with s. 409.2579, F.S. and all other applicable state and federal laws. The Provider further agrees that any information provided by the State relative to applicants or recipients of public assistance is to be used only for the administration of this Agreement or in any investigation, prosecution, or criminal or civil proceeding conducted pursuant to this Agreement. The Provider agrees to provide safeguards to restrict the use or disclosure of any information concerning such applicants or recipients to purposes stated in this Section. These safeguards shall also prohibit disclosure to any committee or legislative body of any information that identifies by name or address any such applicant or recipient.

11. To require all provider attorneys and staff assigned to this Agreement to be in compliance with all state and federal tax laws and to remain in compliance throughout the term of this Agreement. Individuals who are not in compliance with all state and federal tax laws will not be hired to work on this Agreement.
12. To cooperate with the Department in monitoring performance under this Agreement. Also, to make operational changes as needed due to monitoring activities.
13. To comply with all Florida Department of Management Services (DMS) and Department system access, security, and operating guidelines and to follow the procedures found within the Child Support Program External Access Portal (See Attachment V - External Access Portal Quick Start Guide) for gaining system access.

Required training courses shall be assigned to the Provider by the Contract Manager and shall be completed through the Department's Learning Management System (LMS) prior to receiving CAMs access. The required courses shall be assigned to the Provider once a user ID account has been established by the Department's network staff.

E. Communication with the Department

Under this Agreement, the OAG further agrees:

1. To meet with the local Program staff and other officials, upon request or as needed, to discuss problems and/or mutual concerns involving legal services, procedures, referrals, forms, scheduling, etc.
2. To provide, as requested, to the local Program staff, within five (5) business days, a summary of court action or hearing minutes. Expedited cases may require quicker response as determined by the Program and the Provider.
3. To respond by telephone or in writing to inquiries from local and Program office staff within two (2) business days.
4. To provide the local Program office with a list of all cases docketed at least ten (10) business days prior to the hearing date and to consult with the local child support court unit or other staff assigned to court duty prior to the court hearings.
5. To cooperate fully with any data collection and evaluation activities, Agreement monitoring activities or audits carried out by the Department, its agent, or the federal government in connection with the requirements and services performed under this Agreement.
6. To provide immediate notice to the Department by email or telephone regarding significant case developments that may have a programmatic impact or may result in media inquiries.
7. Participate in quarterly financial reviews conducted by the Program with the OAG to evaluate expenditure rates and current total fiscal year Agreement funding.

F. Automated Systems and Reporting

Under this Agreement, the OAG further agrees:

1. To maintain computer equipment, software, email capability, and networks to access CAMS, the Department's intranet, and email system. Each laptop used to access Department of Revenue systems and data must have hard drive encryption software enabled.
2. To accurately and timely update CAMS in accordance with the Child Support procedures training materials.
3. To follow the written procedures, training materials, and job aids provided by the Department for using CAMS to ensure that:
 - a. Legal referrals are accepted or rejected.
 - b. Legal referrals that are accepted are filed with the Clerk of the Court within fourteen (14) calendar days from the date the legal referral task is generated to the Provider by CAMS.
 - c. Then following information is entered on the Legal Referral Activity in CAMS within five (5) calendar days of obtaining the information:
 - i. The date service of process is initiated.

- ii. The date service of process is effected or the reason for non-service.
- iii. Location information and hearing date.
- iv. The court case number.
- v. For establishment and enforcement final orders or for establishment and enforcement action dismissals, the date the Provider provides the Department with a copy of the final order or the date the action was appropriately dismissed.
- vi. On the notes assignment block on the legal referral activity:
 - a) address served/not served from the service return;
 - b) information the Provider need from Child Support, for example, a specific payment record, a staff person to testify, an affidavit or arrears;
 - c) other information the Program needs to know related to the case, for example, an agreement with the respondent.
 - d) CAMS generated tasks to the Provider, other than reviewing, accepting/rejecting, and filing the legal referral, are worded with two (2) business days of generation.
 - e) CAMS and case and business partner information contained therein are utilized as necessary for completion of legal referral activities.

4. To notify the Department Contract Manager within one (1) business day when Provider or subcontractor staff are hired or terminated to ensure appropriate security and computer access is updated in accordance with the Department's policies and procedures.

G. 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 Provider in conjunction with this Agreement except that public records which are made confidential by law must be protected from disclosure. It is expressly understood that the Provider's failure to comply with this provision shall constitute an immediate breach of Agreement for which the Department may unilaterally terminate the Agreement. **IF THE PROVIDER HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES TO THE PROVIDER'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, 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 Provider facilities and information resources (computers, mobile computing and storage devices) relevant to this Agreement 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 Provider which are relevant to this Agreement; and to interview any clients, employees and subcontractor employees of the Provider to assure the Department of the satisfactory performance of the terms and conditions of this Agreement. Following such review, the Department will deliver to the Provider a written report of its findings and where appropriate, a request for the Provider 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.

H. Access to Department Information Resources and Facilities

1. Any time during the life of the Agreement, the Provider may submit a request for specific authorized access to Department information resources and facilities for Provider 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 Provider 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.

2. The Provider shall maintain a list of all persons accessing Provider 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 Agreement effective date, and not less than annually thereafter. The Provider shall provide the Department's Contract Manager a current, up-to-date list within two business days of request. The Provider agrees and understands contract staff are prohibited from accessing the Department facilities, network and information resources until the Department's Contract Manager notifies the Provider in writing access is approved.
3. Provider shall notify in writing the Department's Contract Manager immediately whenever Provider or sub-contractor staff are terminated or leave the employment of the Provider without notice.
4. Provider shall notify the Department's Contract Manager of a planned separation or reassignment or change to access previously granted to Provider 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.
5. In the event of a separation, reassignment or termination of Provider or subcontractor staff, the Provider 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 Agreement, including but not limited to Section I.H.
6. Provider 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 Agreement 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.
7. Provider 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.
8. Any mobile computing device used by the Provider to maintain or process information under the Agreement shall be encrypted by the Provider.
9. The Provider shall ensure that any mobile storage device used to maintain or process information under the Agreement has encryption technology enabled so that all content is encrypted while in transit and at rest.
10. The Provider will comply with agency information technology security policies. The Provider will know and comply with rules adopted by the Agency for State Technology or successor organization.

I. Breach Reporting and Notification Responsibility

That the Provider 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 Provider shall comply with the law of the State where the person resides.

If this Agreement includes access or disclosure of state or federal Child Support Program information, the Provider 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.

Access to Federal Tax Information (FTI) is not provided under this Agreement.

J. Additional Requirements Due to Federal Funding

1. The Provider shall comply with the provisions of 45 CFR part 75.
2. If this Agreement is valued at greater than \$150,000, the Provider shall comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act (U.S.C. 7401-7671(g) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).
3. If this Agreement contains federal funding more than \$100,000, the Provider must, prior to Agreement execution, complete the Certification Regarding Lobbying form, Attachment IV. If a Disclosure of Lobbying Activities form, Standard Form LLL, is required, it may be obtained from the Department's Contract Manager. All disclosure forms as required by the Certification Regarding Lobbying form must be completed and returned to the Department's Contract Manager.
4. Pursuant to 45 CFR 75.322(a), title to intangible property acquired under a Federal award vests upon acquisition to the non-Federal entity." 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.
5. At all reasonable times for as long as records are maintained, the HHS awarding agency, Inspectors General, the Comptroller General of the United States and persons duly authorized by the Department pursuant to 45 CFR Part 75.364, must have the right of access to any documents, papers, or other records of the non-Federal entity which are pertinent to the Federal award, in order to make audits, examinations, excerpts, and transcripts. The right also includes timely and reasonable access to the non-Federal entity's personnel for the purpose of interview and discussion related to such documents.
6. The State of Florida's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Florida Legislature with matching funds made available by the Federal government.
7. For purposes of this Agreement, the Provider is not identified as a subrecipient under 45 CFR 75.351.

K. Invoicing

Invoices shall be submitted electronically in the format provided in Attachment II, along with supporting documentation, no later than the thirtieth (30th) day of the month following the billing month, and sixty (60) days for June billing, to the following email addresses:

FDOR-CS-Invoices@floridarevenue.com and Copy Kim.Clark@floridarevenue.com

VI. DEPARTMENT RESPONSIBILITIES:

A. Under this Agreement, the Department will:

1. Provide a contract manager to oversee the Agreement.
2. Provide a quality legal referral.
3. Support OAG with information and updates to information that the OAG neither has nor is responsible to have.
4. Provide Child Support staff, at the discretion of the OAG, as witnesses to attest to the validity of the contents of case records in Title IV-D child support related evidentiary hearings.
5. Arrange and pay directly for genetic testing in paternity cases, when appropriate.
6. Pay directly for service of process by the Florida county sheriffs, when appropriate.
7. Monitor Agreement performance on a regular basis
8. Conduct quarterly financial reviews with the OAG to evaluate expenditure rates and current total fiscal year Agreement funding.
9. Regarding Child Support automated systems:
 - a. Provide access to systems required to carry out responsibilities as specified in the Agreement;
 - b. Provide and maintain software applications, where and as appropriate; and
 - c. Provide the Provider's staff with appropriate training on the automated systems.
10. Provide training that is required by the Department in order to perform this Agreement.

VII. PERFORMANCE ACCOUNTABILITY MEASURES (PAMs):

- A. Under this Agreement, the Provider agrees to meet the performance measures below (Section VII D) in the counties served by this Agreement on a monthly basis. PAM timeframes are generally tied to the Federal Performance Standards for Program Operations contained in 45 CFR Part 303.
- B. Under this Agreement, the monthly PAM statistics will be consolidated into a single rating for each individual PAM for each region (1, 3, and 5) the Provider serves.
- C. The Provider agrees the Department is the final authority in any dispute regarding what constitutes satisfactory PAMs performance and any issues that arise over compliance or non-compliance with any PAM.
- D. Performance Accountability Measures (PAM)

PAM #11: The Provider must file an appropriate legal action with the Clerk of Court to obtain the result requested in the Program's referral or properly return the referral to the local Child Support office: In at least 95% of all referred cases, within fourteen (14) calendar days from the date the legal referral task is generated to the Provider by CAMS.

PAM #14: The Provider, in accordance with the Program's procedures, must provide the Department a copy of the correct order of paternity-only, paternity and support, or support-only establishment or have the action appropriately dismissed:

- a) In at least 75% of these cases, within one hundred eighty (180) calendar days from the date service of process is effected.
- b) In at least 90% of these cases, within three hundred sixty-five (365) calendar days from the date service of process is effected.

PAM # 18: The Provider must obtain a written, signed order from the court and provide a copy of the signed order to the Department within thirty (30) calendar days from the date of the court hearing, the date the Provider obtained a stipulated agreement, or the date the Provider received a stipulated agreement in at least 90% of all referred cases that result in an order.

NOTE: A referral is not considered complete until:

- The Provider obtains a signed correct final order, or an order of dismissal approved by the Department
- The Provider enters in CAMS all appropriate PAM dates (PAMs 11 and 14 a and b);
- The Provider provides a signed copy of the order to the Program; and
- The Program updates the final order status to "order correct" in CAMS for PAM # 18.

VIII. MONITORING

- A. The Department is responsible for monitoring PAMs through CAMS. The Contract Manager will request reports from the system that will show the Provider's performance results. If the reports show the Provider is not meeting a specific PAM or PAMs, the Contract Manager, Operations Manager, and Region staff will work with the Provider in an attempt to identify the reasons for the low performance and to resolve the non-compliance issue(s).
- B. The Department is responsible for monitoring non-PAM Agreement requirements and may, in consultation with the Provider, implement a monitoring plan or conduct a process review. The Provider agrees to cooperate with the monitoring activities, audits/reviews, including assessing reasons for the current level of performance and providing input and comment, as requested. The Contract Manager, Project Manager, and Region staff will review the final report from monitoring activities, audits/reviews, which will document the Provider's compliance levels. If the final monitoring or audit/review report show the Provider is not meeting a specific requirement(s), the Contract Manager, Project Manager, and Region staff will work with the Provider in an attempt to resolve the non-compliance issue(s).

IX. COMPENSATION

- A. The Department agrees to pay for services rendered pursuant to this Agreement in an amount not to exceed \$7,681,307 for the term of July 1, 2021 through June 30, 2022, subject to the availability of funds. 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 Agreement, an Agreement amendment will be executed for the change in funding.
- B. The costs of services paid under any other agreement or from any other source are not eligible for reimbursement under this Agreement.
- C. 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:
 - salaries and benefits;
 - other personal services
 - litigation expenses such as travel (as per Section 112.061, Florida Statutes), translations, depositions, training and private service of process;
 - operating capital outlay;
 - indirect cost: 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.
- D. 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.
- E. 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.
- F. The Department shall reimburse actual expenses monthly.
- G. 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.
- H. 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.

- I. 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 (5) years after completion of services rendered.
- J. All employees under this Agreement will work 100% of time for which they are compensated on IV-D activities.
- K. The OAG shall provide a completed Single Federal Award Certification Letter (Attachment VI) for each funded employee within 6 months of the Agreement effective date, and every 6 months thereafter.
- L. The Department will reimburse the OAG for private and long arm service of process costs but expects the OAG to cooperate with the Department in controlling the costs of private service of process expenditures. The Department will pay directly for the costs of genetic testing, and the costs of service of process by the Florida sheriffs, if any. The Department will reimburse the Provider monthly for costs of certified mail in Administrative Support Opt-Out cases.
- M. 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 committees or staff, even if it is only an exercise.

X. TERMINATION

- A. That this Agreement may be terminated by the Department without cause upon no less than ninety (90) calendar days' notice in writing to the other party unless a shorter time is mutually agreed upon in writing.
- B. In the event funds for payment pursuant to this Agreement become unavailable, the Department may terminate this Agreement upon no less than twenty-four (24) hours' notice in writing to the Provider. The Department shall be the final authority as to the availability and adequacy of funds. In the event of termination of this Agreement, the Provider will be compensated for any work satisfactorily completed.
- C. That this Agreement may be terminated for the Provider's non-performance upon no less than twenty-four (24) hours' notice in writing to the Provider. 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 Agreement 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 Agreement. The provisions herein do not limit the Department's right to remedies at law or in equity.
- D. That written notice of termination shall be delivered to the contract manager or the representative of the Provider responsible for administration of the program as appropriate.

XI. LIABILITY

Under this Agreement, the OAG further agrees:

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

XII. 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.

XIII. 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.

IN WITNESS WHEREOF, the Office of the Attorney General and the Department of Revenue have executed this twenty-seven (27) page Agreement.

PROVIDER:
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 | 6:27 AM EDT

DATE: 4/15/2021 | 8:22 AM EDT

Approved as to form and legal content
Office of General Counsel

SIGNED BY: Steven Brangaccio

Date: 4/9/2021 | 3:02 PM EDT

Not valid until signed and dated by both parties

ATTACHMENT I

STATEWIDE UNIFORM PROCEDURES FOR LEGAL SERVICE PROVIDERS WHEN REQUESTING APPROVAL FOR APPELLATE REPRESENTATION

1. E-mail the completed Request for Appellate Representation Form with Instructions to:
 - a. DOR CSP Appellate Attorney, Office of the General Counsel, Child Support Legal Section at cse_appeal_request@floridarevenue.com (the spaces in the address to the left of the @ sign are underscores).
 - b. Your local child support program Regional Manager at his/her E-mail address.
 - c. Douglas Sunshine, Assistant Attorney General, Child Support Enforcement, Appellate Attorney, at Douglas.Sunshine@myfloridalegal.com.
 - d. Toni Bernstein, Senior Assistant Attorney General, Child Support Enforcement, Appellate Attorney, at toni.bernstein@myfloridalegal.com .
2. When completing the Request for Appellate Representation, it is the responsibility of the Provider to determine whether the nature of the appeal is:
 - a. A direct plenary appeal
 - b. The appeal of a non-final order.
 - c. Whether the appeal should be by petition for an extraordinary writ.
3. PLEASE COMPLETE EACH LINE OF THE REPRESENTATION FORM. If a line is not applicable, place "N/A" on that line.
4. E-mail the Request for Appellate Representation and provide a copy of the order to be appealed no later than **five (5) calendar days** after entry of the order to be appealed.
 - a. Before the Request for Appellate Representation will be reviewed and evaluated, a copy of the order to be appealed must be provided.
 - b. It is permissible to scan the order and E-mail it to the above four (4) individuals. Otherwise, it must be faxed to the above four (4) individuals the same day the E-mail form is sent.
5. After receiving either written or verbal authorization to perfect the appeal:
 - a. File the Notice of Appeal.
 - b. Send a **complete** copy of the **court** case file to the Appellate Attorney in the Office of the Attorney General (OAG).
6. Copy the Appellate Attorney at the OAG with the Acknowledgement of Notice of Appeal form received from the Clerk of the District Court of Appeal.
7. Complete the Docketing Statement and mail a copy to the Appellate Attorney at the OAG.
8. Within **ten (10) days** of filing the Notice of Appeal:

- a. File Directions to the Clerk using the Supreme Court of Florida promulgated form at Rule 9.900(f).
 - b. Order the transcript by filing Designations to Court Reporter using the Supreme Court of Florida promulgated form at Rule 9.900(g).
 - c. If the transcript is not available, begin the Statement of Evidence approval process pursuant to Rule 9.200(b)(4).
 - d. Copy the Appellate Attorney at the OAG with the approved Statement. **It is mandatory that the Appellate Court's rules and forms for record preparation be followed in order for the appeal to proceed.**
9. Copy the Appellate Attorney at the OAG with the Index to Record on Appeal received from the trial court appeals clerk. Also, provide **a copy of the circuit court's progress docket.**
10. For review of non-final orders and review by certiorari, procedures must be expedited.
- a. An extraordinary writ must be filed in the appellate court within thirty (30) days after the entry of the order to be appealed has been filed with the circuit court clerk.
 - b. The initial brief in a non-final order must be served within fifteen (15) days of the filing of the Notice of Appeal.
 - c. If issues to be raised are based on testimony, the transcript or Statement of Evidence must be expedited, completed, and delivered to the Appellate Attorney at the OAG no later than **fifteen (15) days** after entry of the order to be appealed.
11. Complete the Certificate of Service.

Date:

To: DOR CSP Appellate Attorney
Office of the General Counsel
Child Support Legal Section
cse_appeal_request@floridarevenue.com

From: _____

REQUEST FOR APPELLATE REPRESENTATION FORM

CSP Case No. _____

Type of Appeal: _____ Final: _____ Non-Final: _____

Department is Appellant: _____ Appellee: _____

Intrastate: _____ Interstate: _____ PA: _____ NA: _____

Establishment: _____ Enforcement: _____ Modification: _____

Other: _____

Style of Case:

Judicial Circuit in and for _____ County Court Case #: _____

District Court of Appeal, _____, Florida

Legal Service Provider: _____ Phone: () _____

Opposing Attorney: _____ Phone: () _____

CSP Contact: _____ Phone: () _____

Court Reporter: _____ Phone: () _____

Filing Date of Order Being Appealed: _____

Rehearing Requested: Yes _____ No _____ Was it timely? Yes _____ No _____

If yes, filing date of Order disposing of Rehearing: _____

NOTICE OF APPEAL DUE ON: _____

NOTICE OF APPEAL FILED ON: _____

If Department is Appellee, are these issues for cross appeal? Yes _____ No _____

If yes, what is your recommendation regarding cross appeal?

NATURE OF ORDER BEING APPEALED?

FACTS:

EVIDENCE IN THE RECORD:

ISSUES TO BE APPEALED:

EVALUATION OF EFFECT ON CHILD SUPPORT PROGRAM AND CASE LAW:

STATUTORY OR CASE LAW AS PRECEDENT:

SPECIFIC POSSIBLE POSITIVE RESULTS FROM APPEAL:

SPECIFIC POSSIBLE NEGATIVE RESULTS FROM APPEAL:

CERTIFICATE OF SERVICE

I HEREBY CERTIFY the forgoing was emailed to the DOR CSP Appellate Attorney in the Child Support Legal Section at cse_appeal_request@floridarevenue.com and the Office of the Attorney General, Child Support Enforcement, Appellate Attorney, at Douglas.Sunshine@myfloridalegal.com and toni.bernstein@myfloridalegal.com, and the Regional Manager on _____.

Legal Service Provider's Signature

The information contained in the e-mail is attorney privileged and confidential information intended only for the use of the individual or entity named above. If the reader of the document is not the intended recipient, you are hereby notified that any dissemination or copying of this document is strictly prohibited. If you have received this document in error, please notify us immediately. Thank you.

Please note that Florida has a broad public records law and that all correspondence via e-mail may be subject to disclosure.

ATTACHMENT II

Agreement #: CL7AG

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)

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 Agreement 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 III (C(2))

Required Certifications - Attorney

I, John M. Guard, as an authorized representative of the Provider certify that:

1. Conflict of Interest

The Provider shall not appear on behalf of any client in any legal or administrative proceeding in which the Department is a party adverse to that client, nor shall the Provider in any way assist in the preparation or presentation of such a case against the Department, nor shall it represent any party in negotiations in which the Department is or may be an adverse party.

2. Statement of No Involvement

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

- (1) develop this solicitation packet;
- (2) perform a feasibility study concerning the scope of work contained in this offer; or
- (3) develop a program similar to what is contained in this offer.

3. Agreement to the Agreement Terms and Conditions

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

4. Disciplinary Actions by Any Bar Association

I agree to advise the Department's contract manager within 24 hours of any action taken by the Florida Bar against me or any member of my firm assigned to the Department Agreement.

Neither I nor any attorney assigned to perform work for the Agreement with Department have had or have pending any of the following actions by any state bar association:

- a. Probation, public reprimand, or disbarment by any state bar association.
- b. Any admonishment by a Bar Grievance Committee or any State Court for misconduct during the ten-year period prior to submitting an offer for the award of this Agreement.
- c. A temporary suspension from any state bar association for any other reason than failure to pay bar dues or failure to complete mandatory C.L.E. credits.

5. Availability

I certify that the Attorney/Firm will be available for consultation with the Department and the current Providers, as needed prior to the effective date of the Agreement in order to accomplish a smooth transfer of files and data.

6. Attorney/Firm is Free of Conflicts of Interest

The Attorney/Firm is free of conflicts of interest. If Attorney/Firm is not free of all conflicts of interest, I hereby certify that the Attorney/Firm will divest and withdraw from any conflict of interest representation at least fifteen days prior to the effective date of the Agreement.

7. Debarment and Suspension

Neither I nor any member of my firm is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in the proposed Agreement by any federal department or agency.

If the prospective Provider is unable to certify to any of these statements in the certification of debarment and suspension, such prospective Provider shall attach an explanation.

8. Agreement Cancellation or Failure to have Agreement Renewed

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

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

9. Child Support Obligations

I, John M. Guard, as an authorized representative of the Provider certify that I and all attorneys and staff in my firm are current and will remain current with respect to any and all court ordered child support, including medical child support, obligations which pertain to him or her.

10. Compliance with State and Federal Tax Laws

I, John M. Guard, as an authorized representative of the Provider certify that I and all attorneys and staff in my firm, and the firm, are in compliance with all state and federal laws, and shall remain in compliance throughout the term of this Agreement.

By: John M. Guard

Date: 4/15/2021 | 6:27 AM EDT

ATTACHMENT IV

Certification Regarding Lobbying
For Agreements, 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 Agreement, 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 Agreement, 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 Agreement, 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 Agreements under grants, loans and cooperative agreements) and that all subrecipients shall certify and disclose accordingly. **Because the Provider is not a subrecipient for purposes of this Agreement**, there are no subawards, and therefore this paragraph does not apply and requires no action on the part of the Provider.

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 | 6:27 AM EDT

ATTACHMENT V



Welcome to the Florida Department of Revenue Child Support Program secure external access portal for Legal Service Providers, State Disbursement Unit operations and Private Service of Process contractors. Using this portal you will have access to the Program's case management system, procedures and training. Florida Department of Revenue security regulations require your internet connection to be secure (no public or unsecure WIFI) and your browser to be Internet Explorer (IE).

STEP 1: Go to mydor.state.fl.us

The screenshot shows the Florida Department of Revenue website. The navigation menu includes Home, Child Support, Property, Taxes, and Search. Under 'Web Communication Services', there is a section for 'Florida Department of Revenue (DOR) Employees' with several links. A yellow arrow points to the link: 'Access for Legal Service Providers, State Disbursement Unit operations and Private Service of Process contractors'.

STEP 2: Click this link to go to the acknowledgment screen

The screenshot shows the 'Department of Revenue's Secure Remote Web Access' acknowledgment screen. It contains a paragraph of text and a checkbox. A yellow arrow points to the checkbox, which is currently unchecked.

STEP 3: Check the user acknowledgment box to login

The screenshot shows the login form. The checkbox is now checked. Below it are fields for 'Username' and 'Password', and a 'Logon' button. A yellow arrow points to the checked checkbox.

STEP 4: Enter your Department of Revenue username and password

STEP 5: Your external access portal will open - see page 2 for details

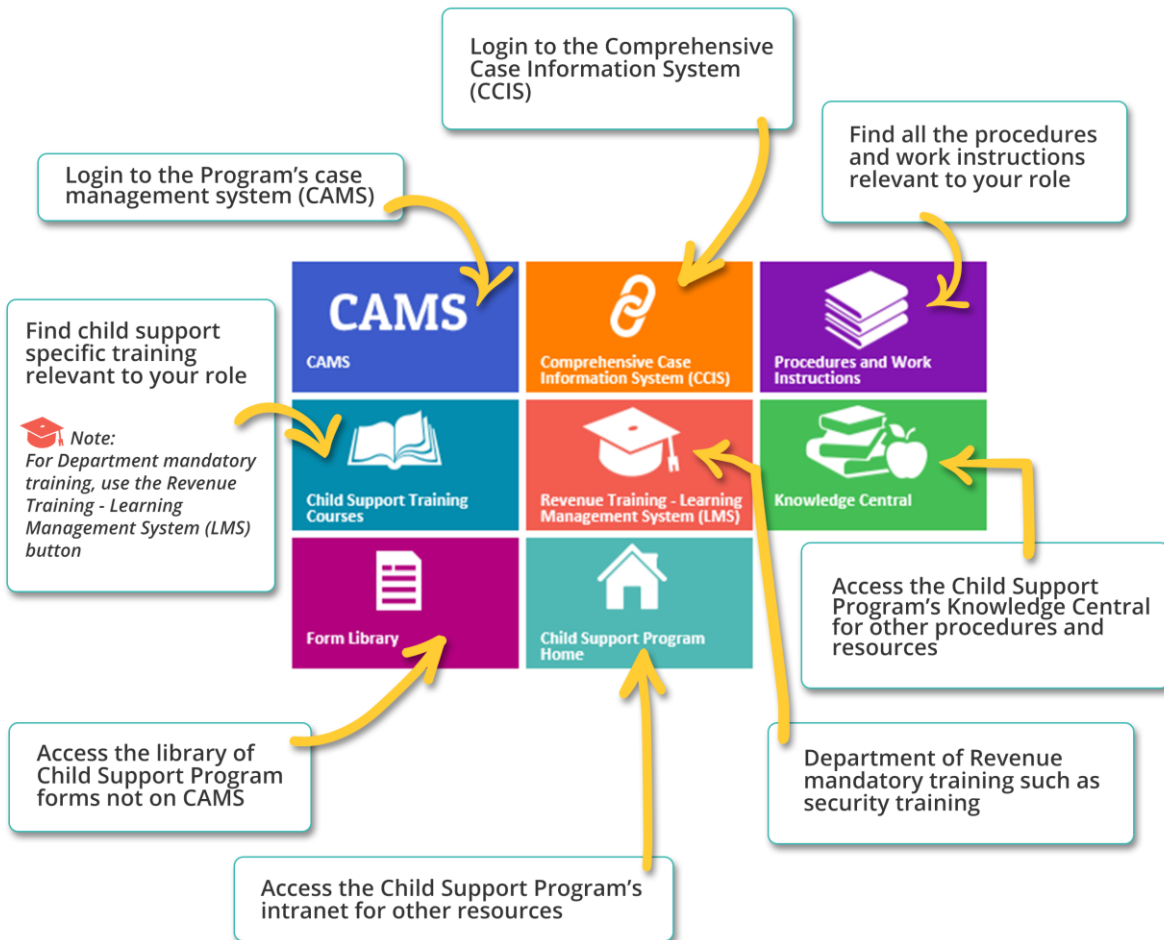
revised: 9.26.19





External Access Portal for Legal Service Providers

The Child Support Program secure external access portal is your one-stop location for the tools and resources you need. The below diagram will help you navigate the portal.



revised: 9.26.19

mydor.state.fl.us

ATTACHMENT VI



Single Federal Award Certification

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.

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.