



Florida
Association of
Court Clerks
&
Comptroller

Barbara T. Scott
Charlotte County
President

Tim Sanders
Madison County
First Vice President

Martha O. Haynie
Orange County Comptroller
Second Vice President

Ricky Lyons
Lafayette County
Secretary

Jim Fuller
Duval County
Treasurer

Roger H. Alderman
Executive Director

Fred W. Baggett
General Counsel

3544 Maclay Boulevard
Tallahassee, Florida 32312
(850) 921-0808
Fax: (850) 921-4119
Suncom: 291-0808
Suncom Fax: 291-4119
www.flclerks.com

MEMORANDUM

December 18, 2003

TO: All Clerks of Court/CDU Contracted

FROM: Betty Strifler *BS*
Chair, State Disbursement Unit Committee

RE: **Central Disbursement Unit Agreement**

Enclosed for your review is the new Central Disbursement Unit (CDU) Agreement. This document consists of:

- A. Cover Letter Memorandum
- B. Services Agreement (Contract)
- C. Master agreement between FACC and ACS

I am pleased to inform you that there is no change to cost for services for the term of this contract. I request that you select the service that you wish to receive on the cover letter memorandum and the corresponding section of the Services Agreement. Please sign the Services Agreements and return both to FACC, attention Gwen Marshall. Please contact David Porter or Gwen Marshall at (850) 921-0808 or suncom 291-0808 if you or your staff have any questions regarding this agreement.

Thank you for your participation with the CDU Program.

BS/gmm

Enclosure

Check contract



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MEMORANDUM

TO: CDU Program Participants
FROM: David Porter, SDU Program Manager
DATE: December 18, 2003
RE: Implementation of Private Case Contract

Enclosed please find the "Private Case" Service Agreement and instructions for completing it. Please return all three copies to FACC (original signature on all three). If you have any questions, feel free to call David Porter at 850-205-8237.

After you have selected the date that you want to go live with the State Disbursement Unit processing your private cases, please complete the bottom of this form and fax to FACC, Attn: Brenda Standish at 850-921-0988 no later than ten days prior to the go live date.

Nassau County is electing to sign the private case contract for the following option (select Option A(1), A(2), B(1), or B(2)). The State Disbursement Unit will begin processing of private cases on (Date)

- Option A. Processing of all private child support cases.
Scope 1. Full scope of services with the depository responsible for the first nonsufficient funds (NSF), all misdirected payments and all stop payments.
Scope 2. Full scope of services with ACS-SLS responsible for checks returned NSF or misdirected payments up to an amount equal to four tenths of one percent (.4%) of the total monthly collection amount for the depository.
Option B. Processing of only private cases with an IDO and original support order entered on or before 1/1/94 (Employer only).
Scope 1. Full scope of services with the depository responsible for the first nonsufficient funds (NSF), all misdirected payments and all stop payments.
Scope 2. Full scope of services with ACS-SLS responsible for checks returned NSF or misdirected payments up to an amount equal to four tenths of one percent (.4%) of the total monthly collection amount for the depository.

Signature

01/04/03
Date

Service Agreement

This Service Agreement is made and entered into as of the ___ day of _____, _____, by and between the Clerk of the Court of Nassau County, Florida (hereinafter the "Depository"), the Florida Association of Court Clerks, Inc. the address of which is 3544 Maclay Blvd., Tallahassee, Florida 32312 (hereinafter "FACC") and ACS State & Local Solutions Inc. (hereinafter ACS-SLS), formally "Lockheed Martin IMS Corporation" ("LMIMS"), the address of which is 1200 K Street, NW, Washington, D.C. 20005.

Witnesseth:

Whereas, FACC and ACS-SLS have entered into that certain "Agreement for the Development, Operation and Maintenance of the Florida Association of Court Clerks, Inc. State Disbursement Unit for the State of Florida," dated March 11, 1999, contract #E04-048-981123-01 (the "SDU Contract"), under which ACS-SLS is developing, implementing and operating the legislatively mandated centralized State Disbursement Unit (the "SDU") for the receipt and disbursement of support payments required to be processed through the SDU; and

Whereas, FACC and ACS-SLS have entered into that certain "Agreement For The Processing Of Private Non-State Disbursement Unit Child Support And Alimony Cases For The Florida Clerks Of Court And The Broward County Support Enforcement Division" (the "Master Contract") for ACS-SLS to provide services for the receipt and disbursement of support payments in cases which are not processed through the SDU for those child support depositories in the State of Florida which elect to use the services of ACS-SLS for such functions, the Master Contract being attached hereto and made a part hereof; and

Whereas, the undersigned, acting as the child support depository for Nassau County, Florida, hereby desires to have ACS-SLS provide the receipt and disbursement functions for non-SDU cases in Nassau County as set forth in the Master Contract.

Now Therefore, for and in consideration of the mutual covenants and agreements herein contained, the Depository, FACC and ACS-SLS hereby agree as follows:

- 1. Joinder In Master Contract.** Depository elects to become a recipient of the ACS-SLS services as set forth in the Master Contract and upon execution and delivery of this Service Agreement to ACS-SLS, the Depository shall become a full party to the Master Contract.

- 2. Election of Option.** Pursuant to the Master Contract, participating child support depositories have the options as to the level of services provided. The Depository has two Options (A and B) in which to choose. Within each Option, there are two Scopes (1 and 2) in which to choose.

Option A. Processing of all private child support cases.

Scope 1: Full Scope of Services with the Depository responsible for the first Non-Sufficient Funds (NSF), all Misdirected Payments, and all Stop Payments. The Depository shall be responsible for payment and collection for the first NSF payment received in the CDU for an individual case after that case is implemented in the CDU. ACS-SLS shall be responsible for payment and collection for subsequent NSFs received for an individual case. Further, the Depository is responsible for costs incurred in all Misdirected Payments, ACS-SLS is responsible for costs incurred in all Misapplied Payments. ACS-SLS will assess a \$12.00 fee for each Stop Payment on disbursements requested on Private Cases by the Depository. This fee will be separately itemized on the monthly invoice to the Depository for the Processing Fees.

Scope 1 Fee: \$ 2.65 per payment received for the period beginning after the Depository transitions private cases to the CDU and ending on August 31, 2006.

Scope 2: Full Scope of Services with ACS-SLS responsible for checks returned NSF or misdirected payments up to an amount equal to four tenths of one percent (.4%) of the total monthly collection amount for the Depository. ACS-SLS shall be responsible for all deposits returned NSF and for all Misdirected Payments up to a monthly amount equal to four tenths of one percent (.4%) of the total monthly collection amount for the Depository. This percentage amount shall be applied each month to the Depository's total collections for that month. The Depository will be financially responsible for all NSF or Misdirected Payments that exceed this monthly percentage. All NSF checks will be deposited by ACS-SLS a minimum of two (2) times. Further, and not included within the four tenths of one percent (.4%) for NSFs and Misdirected Payments, ACS-SLS shall be responsible for fees and costs incurred as a result of Misapplied Payments and for fees associated with Stop Payments on disbursements requested on Private Cases by the Depository. ACS-SLS will not accept Stop-Payment requests on disbursements from the payee.

Scope 2 Fee: \$ 2.75 per payment received for the period beginning after the Depository transitions private cases to the CDU and ending on August 31, 2006.

Option B. Processing of only private cases with an IDO and original support order entered on or before 1/1/1994 (Employer only).

Scope 1: Full Scope of Services with the Depository responsible for the first Non-Sufficient Funds (NSF), all Misdirected Payments, and all Stop Payments. The Depository shall be responsible for payment and collection for the first NSF payment received in the CDU for an individual case after that case is implemented in the CDU. ACS-SLS shall be responsible for payment and collection for subsequent NSFs received for an individual case. Further, the Depository is responsible for costs incurred in all Misdirected Payments, ACS-SLS is responsible for costs incurred in all Misapplied Payments. ACS-SLS will assess a \$12.00 fee for each Stop Payment on disbursements requested on Private Cases by the Depository. This fee will be separately itemized on the monthly invoice to the Depository for the Processing Fees.

Scope 1 Fee: \$ 2.65 per payment received for the period beginning after the Depository transitions private cases to the CDU and ending on August 31, 2006.

Scope 2: Full Scope of Services with ACS-SLS responsible for checks returned NSF or misdirected payments up to an amount equal to four tenths of one percent (.4%) of the total monthly collection amount for the Depository. ACS-SLS shall be responsible for all deposits

returned NSF and for all Misdirected Payments up to a monthly amount equal to four tenths of one percent (.4%) of the total monthly collection amount for the Depository. This percentage amount shall be applied each month to the Depository's total collections for that month. The Depository will be financially responsible for all NSF or Misdirected Payments that exceed this monthly percentage. All NSF checks will be deposited by ACS-SLS a minimum of two (2) times. Further, and not included within the four tenths of one percent (.4%) for NSFs and Misdirected Payments, ACS-SLS shall be responsible for fees and costs incurred as a result of Misapplied Payments and for fees associated with Stop Payments on disbursements requested on Private Cases by the Depository. ACS-SLS will not accept Stop-Payment requests on disbursements from the payee.

Scope 2 Fee: \$2.75 per payment received for the period beginning after the Depository transitions private cases to the CDU and ending on August 31, 2006.

For both Option A and Option B, if the CDU receives and deposits a check from a payor which includes both a Private Case payment and an SDU payment and such check is returned NSF, ACS-SLS will process such NSF payment pursuant to the SDU Contract. If a Depository receives and deposits a check tendered to the Depository from a payor which includes both a Private Case payment and an SDU payment which check is returned NSF, the Depository shall be responsible for the NSF.

Fees for Years 5 through 9 of the CDU will be negotiated if/when FACC chooses to exercise its option(s) to renew the SDU Contract. Processing fees will be invoiced monthly to each Depository which executed a Service Agreement.

As used above, a Misdirected Payment is a payment posted to the correct case/payor and the payee is incorrect on the Depository's system. A Misapplied payment is a payment posted to the wrong case/payor by ACS-SLS.

3. **Contract Manager of Depository.** The Depository hereby names the following person as its contract manager for the services provided under the Master Contract:

Telephone Number: _____
Facsimile Number: _____

4. **Counterparts.** This Service Agreement may be simultaneously executed in two or more counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument. The signatures of parties appearing on one or more counterparts shall bind them as fully as though all such parties had signed the same counterpart.

In Witness Whereof, the Depository, FACC and ACS-SLS have caused this Service Agreement to be executed and attested by its duly authorized officers, all as of the date first above written.

Clerk of the Court of Nassau
County, Florida

Florida Association of Court Clerks, Inc.

By: 
Name: J. M. "Chip" Oxley, Jr.
Title: Clerk of Courts

By: _____
Name: _____
Title: _____

ACS State & Local Solutions Inc.

By: _____
Name: _____
Title: _____

**Master Agreement For The Processing Of Private Non-State
Disbursement Unit Child Support And Alimony Cases For The
Florida Clerks Of Court And The Broward County Support
Enforcement Division**

This Master Agreement For The Processing Of Private Non-State Disbursement Unit Child Support And Alimony Cases For The Florida Clerks Of Court And The Broward County Support Enforcement Division (hereinafter the "Contract") is made as of November 24, 2003 between the Florida Association of Court Clerks, Inc., the address of which is 3544 Maclay Boulevard, Tallahassee, FL 32312 (hereinafter referred to as "FACC") and ACS State and Local Solutions, Inc., formerly "Lockheed Martin IMS Corporation", the address of which is 1200 K Street, NW, Washington, D.C. 20005 (hereinafter referred to as "ACS-SLS").

Whereas, FACC and ACS-SLS have entered into that certain Agreement for the Development, Operation and Maintenance of the Florida Association of Court Clerks, Inc. State Disbursement Unit for the State of Florida", dated March 11, 1999, contract #E04-048-981123-01 (the "SDU Contract"), under which ACS-SLS is developing, implementing and operating the legislatively mandated centralized State Disbursement Unit (the "SDU") for the receipt and disbursement of support payments required to be processed through the SDU; and

Whereas, ACS-SLS has provided to FACC an unsolicited proposal to provide to the Child Support Depositories of the State of Florida (the "Depositories") collection and disbursement of support payments for cases not required to be processed through the SDU; and

Whereas FACC and ACS-SLS desire to enter into a contract for ACS-SLS to provide such services to those Depositories electing to use the services of ACS-SLS to collect and disburse support payments not required to be processed through the SDU.

Now therefore, for the mutual covenants contained herein, ACS-SLS and FACC hereby agree as follows:

1. ACS-SLS Responsibilities. ACS-SLS shall, with respect to all non-IV-D cases not addressed in the SDU Contract ("Private Cases"), in accordance with that certain Lockheed Martin IMS , Unsolicited Proposal for Processing Florida's Private **Non Title IV-D and Non-SDU** Child Support Cases, a copy of which is attached hereto as Exhibit A and, unless and except as specifically modified hereby, the terms of which are incorporated herein by reference (the "Unsolicited Proposal"), perform each function within the Federal time limits set forth in the SDU Contract, and have the same duties and responsibilities as set forth in the SDU Contract and the Unsolicited Proposal, and those functions, time limits, duties, and responsibilities are incorporated herein by reference and are made a part of this Contract. ACS-SLS shall also be responsible for completely supervising and directing the work under this Contract and all subcontractors that it may utilize, using its best skill and attention. Development work may be performed out of the State of Florida, but the implementation and operation of the services provided hereunder must be in the State of Florida. Subcontractors who perform work under this Contract shall be responsible to ACS-SLS as the prime contractor. ACS-SLS agrees that it is as fully responsible for the acts and omissions of the subcontractors and of persons employed by them as it is for the acts and omissions of its own employees.

2. Type of Contract. This Contract is a variable fixed price for a firm fixed price for Processing Fee, as set out in the Unsolicited Proposal.

3. Contract Term. The services to be provided to a Depository under this Contract shall begin on the first day after receipt of a fully executed Service Agreement from the Depository, and unless renewed or

terminated pursuant to the terms contained herein, terminate on August 31, 2006. FACC may elect to renew this contract and the Depositories may elect to receive services hereunder for subsequent annual terms from September 1, 2006 through August 31, 2008, contingent upon the renewal of the SDU Contract. After August 31, 2006, FACC may renew this Contract and the Depositories may elect to receive services hereunder for two additional-year periods, assuming the SDU Contract has also been renewed.

4. Contract Administrator. FACC and ACS-SLS hereby designates as their respective contract administrators the following persons, who, unless and until written notice of change, shall be the single authority to act for FACC and ACS-SLS under this Contract:

John Templeton

Charles B. Stitt - (Sr. VP & Managing Director) OR

Ric Carlson

Contracts Administrator

Vice President/Project Director

Florida Association of Court Clerks, Inc.

ACS State and Local Solutions

3544 Maclay Boulevard

2139 Maryland Avenue

Tallahassee, FL 32312

Tallahassee, FL 32303

Telephone: (850) 921-0808

Telephone: (850) 205-8201

Facsimile: (850) 921-4119

Facsimile: (850) 580-7569

In addition, when a Depository enters into a Service Agreement to receive the services to be provided hereunder, such Depository shall provide that Depository's contract administrator name, address and telephone number who, unless and until written notice of change, shall be the authority to act for the Depository under the Service Agreement and this Contract.

Whenever a party is required by terms of this Contract to provide written notice to the other party, such notice must be signed by the Contract Administrator for the sending party, or in that individual's absence or inability to act, such notice shall be signed by the designee of the sending party's Contract Administrator. Notices required under this Contract may be sent by registered or certified mail, express mail delivery, hand delivery, or facsimile transmittal (provided the original notice is simultaneous sent via U.S. mail). Any notice shall be deemed to have been given upon delivery thereof to the Contract Administrator at the address (or facsimile number) as set forth above or as subsequently changed in writing.

5. Independent Contractor Capacity. In the performance of this Contract, ACS-SLS, its officers, employees, or subcontractors acknowledge they are and will act in as independent contractors to the FACC and the Depositories and not as officers or employees of FACC or the Depositories.

6. Subcontracting. Except as provided in the Proposal for the State of Florida Disbursement Unit identified in the SDU Contract, no contract shall be made by ACS-SLS with any other party for furnishing any of the work or services herein contracted for without the prior written consent and approval of the Contract Administrator for FACC. This provision does not require the approval of contracts of employment between ACS-SLS and employees assigned for services hereunder.

7. Default.

a.) ACS-SLS' Freedom From Liability. ACS-SLS shall not be liable for any damages if the failure to perform this Contract arises out of causes beyond the control and without the fault or negligence of ACS-SLS and/or a Subcontractor (unless such is the result of a Subcontractor which is not beyond the control of such Subcontractor). Such causes may include, but are not restricted to, acts of God, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather; but in every case the failure to perform must be beyond the control and without the fault or negligence of either ACS-SLS or its Subcontractor(s). When such a cause arises, ACS-SLS shall notify FACC and the affected Depositories within 24 hours in writing of its failure to perform, describing the cause of failure and how it affects performance, and the anticipated duration of the inability to perform. FACC and the affected Depositories shall review the information provided and may at its option, without limitations to any other rights or remedies of FACC or the affected Depositories at law or under this Contract, terminate this Contract.

In the event that ACS-SLS is delayed or prevented from performing its obligations, to the extent that the delay is caused by factors beyond the reasonable control of ACS-SLS, including without limitation, the inability of a Depository to perform its responsibilities in a timely manner, ACS-SLS will be entitled to an equitable adjustment in the terms and conditions set out in this Contract. The parties acknowledge that the burden will be on ACS-SLS to demonstrate that such delays are caused by factors beyond the reasonable control of ACS-SLS. Additionally, ACS-SLS, FACC and the Depositories agree to keep the other informed of any such possible delays and the reasons therefore. ACS-SLS will use its best efforts to coordinate its schedule of tasks, i.e., prematurely scheduling of the beginning of working on milestones, so as to not incur any unnecessary expenses should there be a delay beyond the reasonable control of ACS-SLS.

b.) Rights and Remedies of FACC and the Depositories. The rights and remedies of FACC and the Depositories provided in this section shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

c.) Recovery. In the event FACC or a Depository is required to undertake any legal action to enforce its rights and remedies under this Contract, FACC and/or the Depository, as applicable, shall be entitled to recover reasonable attorneys fees and costs in the event that FACC or the Depository prevails against ACS-SLS.

8. Inspection and Audit. ACS-SLS hereby agrees that FACC, the Depositories and/or applicable state or federal authorities or its/their representative(s) shall have the right to examine any of ACS-SLS' records that relate to this Contract and the work performed hereunder. ACS-SLS shall preserve, at its expense, all books, documents and records which relate to this Contract and the work performed hereunder for a period of five (5) years from completion of this Contract.

During the term of this Contract, all information obtained by ACS-SLS in the performance of this Contract will be made available to FACC, the Depositories and/or applicable state or federal authorities or its/their representative(s) immediately upon demand. If requested, ACS-SLS shall deliver to FACC the Depositories and/or applicable state or federal authorities or its/their representative(s) all material, including background material prepared or obtained by ACS-SLS incident to the performance of this Contract. Background material will include but not necessarily be limited to original work papers, notes and drafts prepared by ACS-SLS and all data related to the services being rendered hereunder, including electronic data processing forms, computer programs, pamphlets, maps and drawings.

In addition, ACS-SLS shall maintain, at ACS-SLS' expense, accounting records in a manner which will enable FACC, the Depositories and/or applicable state or federal authorities or its/their representative(s) to easily audit and examine any books, documents, papers, and records

maintained in support of this Contract. Such records shall consist of sufficient documentation to support all invoices. All such documents shall be made available to FACC, the Depositories and/or applicable state or federal authorities or its/their representative(s) at its/their request, and shall be clearly identifiable as pertaining to this Contract. FACC and/or the Depositories may, at its/their option, retain at its/their expense a certified public accounting firm of its own choice to conduct any inspection or audit authorized under this Contract.

9. ACS-SLS Liability/Insurance. ACS-SLS will provide public liability, property damage and workers' compensation insurance, insuring as they may appear, the interest of all parties, their officers, employees and agents to this contract against any and all damages and claims to the extent arising out of ACS-SLS performance. ACS-SLS will provide or require its Subcontractors to provide public liability, property damage and workers' compensation insurance, insuring as they may appear, the interest of all parties, their officers, employees and agents to this contract against any and all damages and claims to the extent arising out of Subcontractor's performance. At a minimum, the following types of insurance, issued by companies acceptable to FACC and the Depositories, shall be maintained by ACS-SLS and/or Subcontractors: (1) workers' compensation insurance sufficient to cover all of the employees working to fulfill this Contract; (2) comprehensive general liability insurance, property damage insurance, and automobile liability insurance in such amounts as FACC and the Depositories shall deem sufficient and which at a minimum shall be \$1,000,000 for injury to or death of one person in a single occurrence and \$3,000,000 for injury to or death of more than one single occurrence and \$500,000 for a single occurrence of property damage, and (3) such other insurance FACC and the Depositories may reasonably require.

Such policies shall name FACC and the Depositories as all additional insured. Prior to commencement of work under this Contract, ACS-SLS must provide FACC with current certificates of insurance evidencing the existence of coverage required under this Contract issued by a Florida company or a company authorized to do business in Florida. These certificates shall contain a provision that coverage afforded under the policies shall not be canceled or changed until at least 30 calendar days prior written notice has been given to FACC.

10. Employment Practices. During the term of this contract ACS-SLS shall comply with and shall require that each of its Subcontractors comply with the following Nondiscrimination Clause:

a.) ACS-SLS and Subcontractors shall not discriminate against any employee, applicant for employment, independent contractor, or any other person because of race, color, religious creed, ancestry, national origin, age, disability, or sex. ACS-SLS and Subcontractors shall take affirmative action to insure that applicants are employed, and that employees or agents are treated during employment without regard to their race, color, religious creed, ancestry, national origin, age, disability, or sex. Such affirmative action shall include, but is not limited to: employment upgrading, demotion or transfer, recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training. ACS-SLS and Subcontractors shall post in conspicuous places, available to employees, agents, applicants for employment, and other persons, a notice to be provided by the State of Florida setting forth the provisions of this nondiscrimination clause.

b.) ACS-SLS and Subcontractors shall, in advertisements or requests for employment placed by it or on its behalf, state that all qualified applicants will receive consideration for employment without regard to race, color, religious creed, ancestry, national origin, age, disability or sex.

c.) ACS-SLS and Subcontractors shall send each labor union or workers' representative with which it has a collective bargaining agreement or other contract or understanding, a notice advising said labor union or workers' representative of its commitment to this nondiscrimination clause. Similar notice shall be sent to every source of recruitment regularly utilized by ACS-SLS and Subcontractors.

d.) It shall be no defense to a finding of noncompliance with this nondiscrimination clause that ACS-SLS and Subcontractors had delegated some of its employment practices to any union, training program, or other source of recruitment which prevents it from meeting its obligations. However, if the evidence indicates that ACS-SLS and Subcontractors was not on notice of the third-party discrimination or made a good faith effort to correct it, such factor shall be considered in mitigation in determining appropriate sanctions.

e.) Where the practices of a union or any training program or other source of recruitment will result in the exclusion of minority group persons, so that ACS-SLS and Subcontractors will be unable to meet its obligations under this nondiscrimination clause, ACS-SLS and Subcontractors shall then employ and fill vacancies through other nondiscriminatory employment procedures.

f.) ACS-SLS and Subcontractors shall comply with all state and federal laws prohibiting discrimination in hiring or employment opportunities. In the event of noncompliance by ACS-SLS and Subcontractors with the nondiscrimination clause of this contract or with any such laws, this contract may be terminated or suspended, in whole or in part, and ACS-SLS and Subcontractors, as applicable, may be declared temporarily ineligible for further contracts, and other sanctions may be imposed and remedies invoked.

g.) ACS-SLS and Subcontractors shall furnish all necessary employment documents and records to, and permit access to its books, records, and accounts for purposes of investigation to ascertain compliance with the provisions of this clause. If the necessary information is requested, ACS-SLS and Subcontractors shall furnish such information on reporting forms supplied.

h.) ACS-SLS' and Subcontractors' obligations under this clause are limited to ACS-SLS' and Subcontractors' facilities where the Contract is for purchase of goods manufactured outside of Florida, and the facilities at which such goods are actually produced in Florida.

11. Assignment or Transfer. ACS-SLS shall not assign or transfer any interest in this Contract without prior written approval of the Contract Administrator of the FACC and the Depositories. FACC reserves the right to assign or transfer this Contract to any person, office or entity as it deems appropriate.

12. Governing Law. The Contract and performance hereunder shall be governed by and construed in accordance with the laws of the State of Florida.

13. Waiver. No term or provision of this Contract shall be deemed waived and no breach or default excused by FACC or a Depository unless such waiver or consent shall be in writing. Any consent by FACC or a Depository to, or waiver of a breach or default by ACS-SLS, whether express or implied, shall not constitute a consent to, waiver of, or excuse for any different or subsequent breach or default.

14. Conflict of Interest. In the performance of this Contract, ACS-SLS shall not knowingly employ any person who is an employee of FACC, a Depository or the State of Florida.

15. Integrity. ACS-SLS shall maintain the highest standards of integrity in the performance of this Contract and shall take no action in violation of state or federal laws, regulations or other requirements

that govern contracting with FACC, a Depository or any agency of the State of Florida. ACS-SLS shall not, in connection with this Contract or any other agreement with FACC or a Depository, directly or indirectly, offer, confer, or agree to confer any pecuniary benefit on anyone as consideration for the decision, Opinion, recommendation, vote, other exercise of discretion, or violation of a known legal duty by any governmental officer or employee. ACS-SLS shall not, in connection with this or any other agreement with FACC or a Depository, directly or indirectly offer, give, or agree or promise to give to anyone any gratuity for the benefit of or at the direction or request of any governmental officer or employee.

16. Contract Violations. ACS-SLS, upon being informed that any violation of the provisions of this Contract has occurred or may occur, shall notify FACC and the affected Depository in writing within 24 hours of receiving such information.

17. Renegotiation or Modification. Modifications of provisions of this Contract shall only be valid when they have been reduced to writing and duly signed. The parties agree to renegotiate this Contract if federal and/or state revisions of any applicable laws, or regulations make changes in this Contract necessary.

18. Taxes. The purchase price under this Contract is inclusive of local, state and federal sales, excise, personal property or other similar taxes or duties.

19. Disputes Resolution. Any disputes which arise between the parties to this contract shall be resolved through arbitration under the then current rules of the American Arbitration Association, and any decision shall be non-binding between the parties.

20. Termination. Either party may terminate this Agreement without cause by giving the other party 120 days written notice of said termination.

This Contract, and the exhibits and documents expressly incorporated herein, represent the entire agreement between the parties.

IN WITNESS WHEREOF, the parties have caused these presents to be duly executed as of the day and year first above mentioned.

Florida Association of Court Clerks, Inc.

ACS State and Local Solutions, Inc.

By: 

By: 

Name: Roger Alderman

Name: Charles B. Stitt

Title: Executive Director, FACC

Title: Senior VP and Managing Director

Date: 12/15/03

Date: 12/11/03

EXHIBIT A ACS State and Local Solutions' Unsolicited Proposal for Processing Florida's Private Non Title IV-D and Non-SDU Child Support Cases

ACS and Local Solutions, Inc., formerly Lockheed Martin IMS Corporation, (hereinafter referred to as "ACS-SLS"), is pleased to present this proposal to the Florida Association of Court Clerks Inc. ("FACC") for the development and operation of a Centralized Disbursement Unit ("CDU") for processing support payments for child support and alimony cases not processed through the State Disbursement Unit ("SDU") and paid to the various Clerks of Court of the state of Florida and the Broward County Child Support Enforcement Division (the various Clerks of Court and the Broward County Child Support Enforcement Division being referred to herein collectively as "Depositories" and individually as "Depository"). Pursuant to this proposal ACS-SLS will provide for full payment processing, disbursement, and customer and employer relations services for the child support and alimony cases not processed through the SDU and paid to the various Depositories (the "Private Cases") for those Depositories electing to utilize the services proposed hereunder.

To fulfill the legislative intent of the Personal Responsibility and Work Opportunity Reconciliation Act and the state requirement for a single, centralized depository for obligors and employers, ACS-SLS and FACC previously entered into a contract for the development and implementation of the SDU entitled "Agreement for the Development, Operation and Maintenance of the Florida Association of Court Clerks, Inc. State Disbursement Unit for the State of Florida", dated March 11, 1999, contract #E04-048-981123-01 (the SDU Contract). ACS-SLS is prepared to provide the same level of services to the Depositories for Private Cases as it does for cases processed through the SDU pursuant to the SDU Contract. Specifically, Private Cases are

- Non-IV-D cases with an original order issued prior to January 1, 1994 and subject to an Income Deduction Order (IDO), and
- All Non-IV -D cases not subject to IDO's (payments directly from obligors).

We believe processing these private payments by ACS-SLS' centralized depository benefits all stakeholders by providing:

- One contact point for obligors, obligees, and employers for payment directions and initial payment inquiries
- An efficient, automated statewide process-with a single point of accountability
- Increased capability for Clerks of Court and the Broward County Support Enforcement Division to re-deploy staff from fiscal-agent duties to the public- interface functions increasingly demanded of their offices.

SCOPE. It is ACS-SLS' understanding that up to 200,000 Private Cases are currently active on the CLERC System (as defined in the SDU Contract) for all 67 Florida counties. For each of these Private Cases, ACS-SLS will perform within the time limits specified in the SDU Contract the same full range of functions, duties and responsibilities as

contracted to be performed for SDU cases pursuant to the SDU Contract. These services include:

- Payment Processing
- Disbursement Processing
- Billing Statement Processing. Notice Processing (quarterly). Voice Response System
- Customer Services and Employer Relations

ACS-SLS will provide these services at our centralized child support payment processing center located at 2139 Maryland Circle, Suite A, Commonwealth Center, Tallahassee, Florida 32303.

FEES. ACS-SLS fees for performing the services for the Private Cases will be as follows:

1. Processing Fee. Processing entails ACS-SLS full scope of services itemized above and detailed in the SDU Contract. Full scope includes monthly billing; payment receipt through a designated post office box or electronically; posting to the FACC database; bank deposit; payment file transmission to FACC; disbursement in accordance with the disbursement file received from FACC; printing and mailing four simplex (one- page) notices per year; and customer services/voice response. Also, a choice of 2 Processing Options are provided to each Depository. **Option A** = Processing of all private child support cases. **Option B** = Processing of only private cases with an IDO and original support order entered on or before 01/01/94 (Employer Only).

ACS-SLS Processing Fees for each case payment receipted are categorized into two Scopes of Service, within each option, and are available to and to be selected by each Depository. A Depository may change Scopes of Service with 60 days prior written notification to ACS-SLS.

Scope 1: Full Scope of Services with the Depository responsible for the first Non-Sufficient Funds (NSF), all Misdirected Payments, and all Stop Payments. The Depository shall be responsible for payment and collection for the first NSF payment received in the CDU for an individual case after that case is implemented in the CDU. ACS-SLS shall be responsible for payment and collection for subsequent NSFs received for an individual case. Further, the Depository is responsible for costs incurred in all Misdirected Payments, ACS-SLS is responsible for costs incurred in all Misapplied Payments. ACS-SLS will assess a \$12.00 fee for each Stop Payment on disbursements requested on Private Cases by the Depository. This fee will be separately itemized on the monthly invoice to the Depository for the Processing Fees.

Scope 1 Fee: \$ 2.65 per payment received for the period beginning after the Depository transitions private cases to the CDU and ending on August 31, 2006

Scope 2: Full Scope of Services with ACS-SLS responsible for checks returned NSF or misdirected payments up to an amount equal to four tenths of one percent (.4%) of the total monthly collection amount for the Depository. ACS-SLS shall be responsible for all deposits returned NSF and for all Misdirected Payments up to a monthly amount equal to four tenths of one percent (.4%) of the total monthly collection amount for the Depository. This percentage amount shall be applied each month to the Depository's total collections for that month. The Depository will be financially responsible for all NSF or Misdirected Payments that exceed this monthly percentage. All NSF checks will be deposited by ACS-SLS a minimum of two (2) times. Further, and not included within the four tenths of one percent (.4%) for NSFs and Misdirected Payments, ACS-SLS shall be responsible for fees and costs incurred as a result of Misapplied Payments and for fees associated with Stop Payments on disbursements requested on Private Cases by the Depository. ACS-SLS will not accept Stop-Payment requests on disbursements from the payee.

Scope 2 Fee: \$ 2.75 per payment received for the period beginning after the Depository transitions private cases to the CDU and ending on August 31, 2006

For both Scope 1 and Scope 2, if the CDU receives and deposits a check from a pay or which includes both a Private Case payment and an SDU payment and such check is returned NSF, ACS-SLS will process such NSF payment pursuant to the SDU Contract. If a Depository receives and deposits a check tendered to the Depository from a pay or which includes both a Private Case payment and an SDU payment which check is returned NSF, the Depository shall be responsible for the NSF.

As used above, a Misdirected Payment is a payment posted to the correct case/pay or and the payee is incorrect on the Depository's system. A Misapplied payment is a payment posted to the wrong case/pay or by ACS-SLS.

PROPOSAL ASSUMPTIONS

The following assumptions form the basis of ACS-SLS pricing for this Unsolicited Proposal for processing Private Cases. The Depository will be responsible for printing and mailing, at their discretion, a one time redirect notice for the Depository's initial transition of Private Cases to the SDU.

1. **METHOD OF CONTRACTING:** FACC and ACS-SLS will execute a Master Agreement incorporating the terms of this proposal. Each Depository electing to participate in the CDU will execute an individual Service Agreement under that Master Agreement in order to obtain service.
2. **POSTAGE:** ACS-SLS has included postage for outgoing mailings, including domestic and international mail, in the Processing Fee.
3. **BANK ACCOUNTS:** It is assumed that no more than two statewide bank accounts will be required for all private cases. These accounts will be owned by FACC and managed by ACS-SLS under the terms and conditions of the Master Agreement. One account will be the "collection" account that will be the depository account for all private non-SDU case funds received. These payments will include the Depository's Transaction Fee, and the total payment received will be deposited into the "collection" account.

The second account will be for disbursements. Following approval of disbursements to payees by a Depository, a check or an electronic funds transfer (EFT) will be produced on the "disbursement" account and mailed or, if an EFT, transmitted to the payee. Prior to producing and transmitting the support payment to the payee, sufficient funds will be transferred from the collection account to the disbursement account to cover the applicable payment. The Depository disbursing the funds will be identified by the first two digits of the check number or, if an EFT, the EFT tracking number. Reporting will be provided by the bank to indicate the total paid and outstanding disbursements each month. While determining these payee disbursements, the Depositories will also identify the total depository transaction fees on the disbursement file. These transaction fees will be transmitted daily to the Depository's individual bank account as an ACH credit.

Payments which cannot be identified will be placed into the Suspense Account in existence under the SDU Contract. As payments are identified, funds will be transferred from the SDU Suspense Account to the CDU Collection Account, for routine processing and disbursement, as described above.

In regard to interest earned on CDU Depository Accounts interest will be used to provide the following functions in support of the CDU and SDU Programs:

- a.) Research and Resolution of inquiries made by Clerks of the Circuit Court, regarding CDU cases.
- b.) Research and Resolution of inquiries made by the Legislature and State Agencies, regarding CDU cases.
- c.) Technical assistance to CDU counties, regarding the CDU Program.
- d.) Bank account reconciliation, consulting, and auditing services provided on behalf of the CDU and SDU Programs.
- e.) Other improvements as determined by the FACC SDU Policy Committee for CDU and SDU Programs.

4. CUSTOMER SERVICE: The following assumptions apply to Customer Service:

- a.) Customer Service will be staffed from 8:00 a.m. to 6:00 p.m. eastern time, five days per week (Monday through Friday), except State holidays.
- b.) Customer Service Representatives will answer inquiries from employers, payees and payers at a "first level," similar to the SDU Contract.
- c.) Automated response to financial-related questions will be provided by a Voice Response Unit (VRU). ACS-SLS recording for the VRU will be provided in English and Spanish.
- d.) A separate toll-free line into the Customer Services Unit will be provided by ACS-SLS for the Depositories for inquiries related to CDU payments and disbursements.

5. NON-SUFFICIENT FUNDS (NSF): Responsibility for checks returned NSF or Misdirected Payments will be handled according to the Service Option outlined above selected by the Depository.

6. STOP PAYMENTS: Responsibility for Stop Payments on disbursements requested on Private Cases will be handled according to the Service Option outlined above selected by the Depository .

7. MISAPPLIED PAYMENTS: ACS-SLS shall be responsible for misapplied payments in accordance with the business rules established under the SDU contract.

8. PAYMENT. After the Depository receipt of a valid invoice, for Processing Fees, it is assumed that payment will be made to ACS-SLS no later than 45 days after receipt of a valid invoice by the Depository in accordance with Chapter 218, Part VII, FS, The Florida Prompt Payment Act. For this Fee, it is further assumed that any payments which might be disputed by the Depository will not hold up the undisputed portion of the invoice.

Additionally, ACS-SLS requests that the Depository make payments via electronic funds transfer to an account to be designated by ACS-SLS.