MEMORANDUM OF UNDERSTANDING BETWEEN THE
FLORIDA DEPARTMENT OF CHILDREN & FAMILIES AND
THE OFFICE OF THE STATE COURTS ADMINISTRATOR

This Memorandum of Understanding (the "Memorandum") is between the Florida Department of Children & Families ("DCF") and the Office of the State Courts Administrator (the "OSCA"). The parties agree to create an automated system which will generate court orders and forms to be used statewide to assist DCF and the courts in processing matters involving dependency proceedings. To do so, it is contemplated that OSCA will contract with a third party for the provision of information technology services.

WHEREAS, the OSCA has developed a Judicial Case Management Information System (the "JCMIS") that can be modified to enable it to generate court orders and forms; and

WHEREAS, DCF maintains data in its HomeSafenet system that can be used to populate court orders and forms for pending cases, as well as to populate the JCMIS with respect to pending cases; and

WHEREAS, DCF and the OSCA wish to collaborate in order to advance the progress of the JCMIS, while creating a system that will generate model court orders and forms which will be populated with HomeSafenet data where possible and where permitted by law; and

WHEREAS, it is the intent of DCF and the OSCA to continue this collaboration beyond the date of this Agreement.

NOW, THEREFORE, in consideration of the representations, warranties, covenants, conditions and actions hereinafter set forth, the parties hereto, each intending to be legally bound to each other, DCF and OSCA hereby agree as follows:

I. TERM

This Agreement will begin on December 5, 2003 or the date on which it is signed by both parties, whichever is later, and will terminate at midnight on June 30, 2004.

II. SCOPE OF AGREEMENT

This Agreement is being entered into by DCF and the OSCA for the purpose of developing a system to create model court orders and forms, and to make improvements to the JCMIS, which will be managed and maintained by the OSCA as further provided herein.
III. OSBA RESPONSIBILITIES

A. Contract Management Functions

The OSBA will manage and oversee all aspects of the Vendor Contract. In accordance with the Vendor Contract, the Vendor will develop a system within the JCMIS that will generate certain court orders and forms that are currently prepared by DCF legal staff. The vendor contract shall provide time lines within which these tasks will be completed. The OSBA will provide legal staff as needed to oversee the creation of the system.

The OSBA will review all invoices submitted by the Vendor to determine compliance with the Vendor Contract. Thereafter, the OSBA will submit approved invoices to DCF for payment. DCF will review said invoices to ensure that payments are made only for contract services contemplated within the scope of this Memorandum of Understanding.

B. Invoices

The OSBA will submit invoices submitted by the Vendor to DCF within 5 working days of receipt of the invoices from the Vendor. Statements will be submitted in detail sufficient for proper preaudit and postaudit to:

Mary Allegretti, Assistant Director
Office of Child Welfare and Community Based Care
Florida Department of Children & Families
1317 Winewood Blvd. Building 7 Room 205
Tallahassee, FL 32399
(850) 921-4771

IV. DCF RESPONSIBILITIES AND COMPENSATION

A. Compensation

DCF will review and pay certified and approved Vendor invoices submitted to it by the OSBA in an amount not to exceed $233,200.00. OSBA will certify that any payments submitted comply with the terms of the Vendor Contract.
B. **Invoices and Payments**

1. DCF will pay approved Vendor invoices submitted to it by OSCA in accordance with this Agreement and the requirements of §215.422, Fla. Stat., to:

   Walter Ales, President
   ISOCORP, INC.
   1545 Pineview Drive
   Tallahassee, FL 32301

2. **Annual Appropriation**

   DCF's performance and obligation to pay under this Agreement are contingent upon an annual appropriation by the Legislature providing funds for such payments. The costs of services paid for under any other contract or from any other source are not eligible for reimbursement under this Agreement.

3. **Tax Exemption**

   The State of Florida does not and will not pay federal excise and sales taxes on direct purchases of services whether billed pursuant to this agreement or not.

4. **Final Invoice**

   The OSCA will submit a final statement to DCF no more than 5 days after acceptance of the final deliverable from the Vendor. Any payment due under the terms of the Agreement may be withheld until all applicable deliverables and statements have been accepted, approved and certified by the OSCA, and approved by DCF as within the scope of this Memorandum of Understanding.

V. **AGREEMENT MODIFICATIONS**

Modifications to this Agreement will only be valid when they have been rendered in writing and duly signed by both parties. The parties will renegotiate this Agreement if revisions to any applicable laws, rules, or increases or decreases in allocations make changes to this Agreement necessary or upon the mutual consent of both parties.
VI. TERMINATION/CANCELLATION

1. This Agreement may be terminated by either party upon 30 days written notice to the other party, or this Agreement may be terminated by mutual written consent at any time. In addition, either party may terminate this Agreement upon 30 days written notice to the other party if a party determines that the other party has (1) violated any provision of applicable federal or Florida law, or (2) failed to satisfactorily perform in accordance with the terms and conditions of this Agreement, provided, however, that the terminating party, in its notice of termination, must specify the grounds for the termination and specify that termination will not occur if the other party implements and satisfactorily completes appropriate corrective action to cure the violation or improve performance within the 30-day notice period.

   In the event of such termination, DCF will pay all properly approved and certified Vendor invoices submitted to it by OSCA for services performed prior to the date of termination of the Agreement between OSCA and DCF.

2. This Agreement may be terminated by either party upon termination or cancellation of the Agreement between OSCA and the Vendor. In the event of such termination or cancellation, DCF will pay all properly approved and certified Vendor invoices submitted to it by OSCA for services performed prior to the date of the termination or cancellation of the Agreement between the OSCA and the Vendor.

VII. CONDITIONS

A. Ownership of the JCMIS

   DCF agrees that the JCMIS and any additions, enhancements, improvements or other modifications to the JCMIS developed, made or first conceived or reduced to practice by the Vendor or the OSCA shall be the property of, and ownership thereof shall vest in, the OSCA.

B. Access to HomeSafenet

   The parties acknowledge that the OSCA will need access to certain HomeSafenet data in order to populate the orders and forms, and to populate the JCMIS as further described in the Vendor Contract. The parties agree to negotiate in good faith to determine the specific data elements that will be needed to accomplish the population of forms and
orders contemplated by this agreement and which will be sent from HomeSafenet to the JCMIS.

C. Access to the JCMIS

The parties acknowledge that DCF will need access to the JCMIS for the purpose of generating the court orders and forms described in the Vendor Contact. During the term of this Agreement, DCF shall have access to the JCMIS as needed to generate forms and orders. It is the intent of the parties that access will continue beyond the term of this Agreement. Accordingly, the parties agree to negotiate in good faith to determine DCF’s continuing access to the JCMIS after the termination of this Agreement.

D. Records

1. The parties will retain all records, including financial records, supporting documents, statistical records, and any other documents (including electronic storage media) pertinent to this Agreement for a period of 6 (45 CFR 164) years after termination of the Agreement, or if an audit has been initiated and audit findings have not been resolved at the end of 6 years, the records will be retained until resolution of the audit findings. The parties will cooperate to facilitate the duplication and transfer of any records or documents during the required retention period.

2. The parties will permit public access to all documents, papers, letters, or other materials in accordance with the requirements of Rule 2.051, Florida Rules of Judicial Administration, and Chapter 119, Fla. Stat. to the extent permitted by law.

E. Liability Limits and Insurance

The parties are entities of the state within the meaning of §768.28, Fla. Stat. Nothing contained in this Agreement will be construed to extend any party’s liability beyond the limits set forth in law including §768.28. The OSCA and DCF are self-insured by the Florida Casualty Insurance Risk Management Trust Fund, pursuant to §284.30, Fla. Stat.

F. Assignment

Neither party will assign the responsibilities of this Agreement to another party, or subcontract for any of the work contemplated under this Agreement, except as otherwise provided herein or in the Vendor
Contract, without prior written approval of both parties Governmental reorganization excepted.

G. **Force Majeure**

Neither party will be liable for loss or damage suffered as a result of any delay or failure in performance under this Agreement or interruption of performance resulting directly or indirectly from acts of God, civil or military authority, acts of public enemy, war, riots, civil disturbances, insurrections, accidents, fire, explosions, earthquakes, floods, water, wind, lightning, strikes, labor disputes, shortages of suitable parts, materials, labor or transportation to the extent such events are beyond the reasonable control of the party claiming excuse from liability resulting therefrom.

H. **Severability**

The invalidity or unenforceability of any particular provision of this Agreement will not affect the other provisions, and this Agreement will be construed in all respects as if such invalid or unenforceable provision were omitted.

I. **Integration; No Third-Party Beneficiaries**

This Agreement and any attachments hereto constitutes the entire understanding of the parties with respect to the subject matter hereof and supersedes all prior agreements, arrangements or communications, oral or written, between the parties with respect to the subject matter hereunder. The parties expressly disclaim any representations and warranties other than those made in this Agreement. This Agreement is not intended to confer upon any person other than the parties hereto any rights or remedies hereunder.

J. **Governing Law**

This Agreement will be governed by and construed in accordance with the laws of the State of Florida applicable to contracts made and to be performed entirely within this State.
VIII. NOTICE AND CONTACT

The name, address and telephone number of the representative of each of the parties responsible for the administration of this Agreement is as follows:

Mike Love  
State Courts Technology Officer  
Supreme Court of Florida  
Office of the State Courts Administrator  
500 South Duval Street  
Tallahassee, Florida 32399-1900  
(850) 488-6568

Mary Allegretti, Assistant Director  
Office of Child Welfare and Community Based Care  
Florida Department of Children & Families  
1317 Winewood Blvd. Building 7 Room 205  
Tallahassee, FL 32399  
(850) 921-4771

In the event different representatives are designated by either party after execution of this Agreement, notice of the name, address and telephone number of the new representative will be provided in writing to the other party and such notification attached to the originals of this Agreement.

IN WITNESS THEREOF, the parties have caused this Agreement to be executed by their undersigned officials as duly authorized.

FLORIDA DEPARTMENT OF CHILDREN AND FAMILIES

SIGNED: [Signature]

BY: [Name]
Secretary

DATE: 12/14/03

OFFICE OF THE STATE COURTS ADMINISTRATOR

SIGNED: [Signature]

BY: [Name]
State Courts Administrator

DATE: 12/18/03