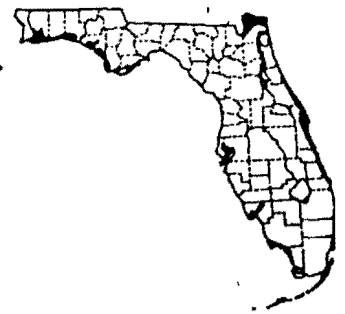




# NASSAU COUNTY

## BOARD OF COUNTY COMMISSIONERS



P. O. Box 1010 - Fernandina Beach, Florida 32034

JOHN F. ARMSTRONG, SR.  
Chairman  
Dist. No. 5 Callahan

HAZEL JONES  
Vice Chairman  
Dist. No. 2 Fernandina Beach

GENE R. BLACKWELDER  
Dist. No. 1 Fernandina Beach

JOHN F. CLAXTON  
Dist. No. 3 Yulee

DOUGLAS HODGES  
Dist. No. 4 Hilliard

T. J. GREESON  
Ex-Officio Clerk

ARTHUR I. JACOBS  
Attorney

August 26, 1981

Warren J. Schulman  
Assistant General Counsel  
Office of General Counsel  
Child Support Enforcement Program  
Duval County Courthouse Branch  
1283 E. 8th Street, Room K-67  
Jacksonville, Florida 32206

Re: Agreement between Nassau County and the City of Jacksonville for  
Administering the Child Support Enforcement Program

Dear Mr. Schulman:

Enclosed please find an executed copy of the above-mentioned Agreement, signed by the Board on August 25, 1981. When the City of Jacksonville executes said Agreement, please send a copy of same to this office for our files.

Thank you for your assistance in this matter.

With kindest personal regards, I remain

Sincerely,

T. J. "Jerry" Greeson  
Ex-Officio Clerk

TJG:ma

Enclosure

*An Affirmative Action/Equal Opportunity Employer*



OFFICE OF GENERAL COUNSEL  
CHILD SUPPORT ENFORCEMENT PROGRAM

Duval County Courthouse Branch  
1283 E. 8th Street, Room K-67  
Jacksonville, Florida 32206  
Phone: 904/633-7346

Dawson A. McQuaig  
General Counsel

August 19, 1981

Warren J. Schulman  
Asst. General Counsel  
Program Director

Frederick J. Simpson  
Deputy General Counsel

Joseph W. Howard  
Asst. Counsel

R. Craig Hemphill  
Asst. Counsel

Mr. Arthur I. Jacobs, Esquire  
Nassau County Attorney  
P. O. Drawer I  
Fernandina Beach, Florida 32034

Suzanne S. Howard  
Asst. Counsel

Dear Mr. Jacobs:

This is in reference to the Child Support Enforcement Program in Nassau County wherein the CSE legal services have been provided by the Office of General Counsel located in Jacksonville at a minimal cost to Nassau County.

The Department of Health and Rehabilitative Services is in the final stages of negotiating a new contract with the City of Jacksonville, Office of General Counsel, which will provide for CSE legal services for the entire Fourth Judicial Circuit which contains appropriate provision for Nassau County to enter into a sub-contract with the City of Jacksonville to continue CSE legal services to your residents. Should Nassau County choose not to contract for these services, upon the termination of the current FY 1980/81 contract, the current method of funding the CSE legal services in Nassau County will expire. To be eligible for the 15% incentive payments, each County must have a formal contractual agreement to provide CSE legal services on a 75%/25% basis, as is presently being done in your County.

It is hoped that Nassau County will consider entering into a contractual agreement with the City of Jacksonville to continue the recoupment of tax dollars from responsible parents. According to the data in the Fact Sheet, Nassau County will still realize a reasonable monetary gain in addition to providing a positive benefit to your citizens.

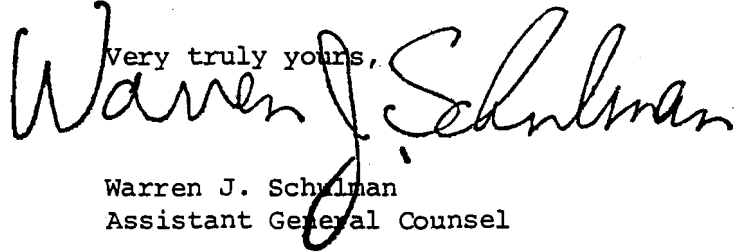
We have scheduled a meeting with the Nassau Board of County Commissioners at 2:30 P. M. on August 25, 1981 to further discuss this matter and answer any pertinent questions. Any assistance on your part to brief the interested parties prior to this meeting would be greatly appreciated. I am providing copies of this letter with enclosures for each County Commissioner and the Clerk of Court for their perusal prior to the meeting date. I wish to further point out to you that the Child Support Enforcement Unit has greatly expanded their ability to

Mr. Arthur I. Jacobs, Esquire  
August 19, 1981  
Page Two

collect much greater sums of money within your County. They will beginning in October 1981 have one investigator assigned to your County as opposed to one investigator assigned to your County and Clay County. For this reason, I feel that Nassau County will collect a much greater amount in FY 1981/82 than FY 1980/81.

Please let me know if I can be of further assistance.

Very truly yours,



Warren J. Schulman  
Assistant General Counsel

WJS/mc

Enclosures

cc: Honorable Henry F. Martin, Jr.  
Circuit Court Judge

Members Board of County Commissioners

Mr. T. J. Greeson  
Clerk of Circuit Court

Mr. Dawson A. McQuaig  
General Counsel

Mr. Charles H. Pozarnsky  
District IV Supervisor, Department of Health and Rehabilitative Services

Month/Year <i>Totals</i>	Collections <u>84,864.10</u>	Month/Year	Collections <u>96,875.43</u>
July 1979	5870.22	July 1980	7151.00
August 1979	4222.69	August 1980	6328.32
September 1979	4200.58	September 1980	8,898.58
October 1979	7362.51	October 1980	7,494.00
November 1979	6441.95	November 1980	7,650.24
December 1979	5100.72	December 1980	8,005.29
January 1980	8833.46	January 1981	7,866.05
February 1980	8099.23	February 1981	6989.88
March 1980	9866.94	March 1981	9,803.89
April 1980	10109.83	April 1981	7,708.39
May 1980	8554.75	May 1981	9,486.30
June 1980	6201.22	June 1981	9,493.49

Month/Year <i>Totals</i>	Collections <i>62,236.72</i>	Month/Year	Collections <i>86,584.18</i>
July 1979	<i>4201.41</i>	July 1980	<i>5885.67</i>
August 1979	<i>3023.00</i>	August 1980	<i>5056.91</i>
September 1979	<i>2929.00</i>	September 1980	<i>7238.99</i>
October 1979	<i>5717.71</i>	October 1980	<i>6174.30</i>
November 1979	<i>4551.01</i>	November 1980	<i>5829.90</i>
December 1979	<i>3239.97</i>	December 1980	<i>6581.44</i>
January 1980	<i>6158.23</i>	January 1981	<i>6407.00</i>
February 1980	<i>6059.41</i>	February 1981	<i>5491.28</i>
March 1980	<i>7065.35</i>	March 1981	<i>8630.50</i>
April 1980	<i>7848.72</i>	April 1981	<i>6576.74</i>
May 1980	<i>6659.47</i>	May 1981	<i>8434.55</i>
June 1980	<i>4783.44</i>	June 1981	<i>8276.90</i>

**STATE OF FLORIDA  
DEPARTMENT OF HEALTH AND REHABILITATIVE SERVICES  
CONTRACT REVIEW FORM**

Transaction Code **A**

1. Division/Budget Entity **20,2,3**      2. Program **2267**      3. Provider Type **1**      4. Contract Number **A-0249**      5. Amendment Number **0**      6. Solicitation Year **6**

7. Contract Title  
**CSE, LOCAL GOVERNMENT**

8. Contract Beginning Date (Mo/Da/Yr) **07,01,81**      9. Contract Ending Date (Mo/Da/Yr) **06,30,82**      10. Contract Type **P.O.S**

11. Vendor Name  
**CITY OF JACKSONVILLE**

12. Vendor Address Street or P.O. Box No.  
**ROOM 1300 CITY HALL**

City **JACKSONVILLE**      State **FL**      Zip Code **32202**

13. Contract Manager's Name  
**POZARINSKY, CHARLES H**      14. Cont. Mgr's. Phone No.  
**5, 8, 6, 9, 4, 6, 2, 7, 0**

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15. FRC 1 **KH**      16. FRC 2       17. FRC 3       18. FRC 4       19. FRC 5

20. Appropriation Account No. 1 --      21. Appropriation Account No. 2 --      22. Appropriation Account No. 3 --      23. Appropriation Account No. 4 --

24.-25. Fiscal Year July 1, 19 **81** - June 30, 19 **82**

26. Federal **4,017,011**      27. State       28. Local       29. Other       30. Total \$ **401,701.00**

31.-32. Fiscal Year July 1, 19  - June 30, 19

33. Federal       34. State       35. Local       36. Other       37. Total \$

38. Federal **401,701.00**      39. State       40. Local       41. Other       42. Total \$ **401,701.00**

43. Comments **Contract is in HRS District IV; funds are retained in OPCSE.**

44. Signature \_\_\_\_\_ Date **June 19, 1981**

II. CONTRACT REVIEW		CENTRAL OFFICE	
<p><b>A. USER</b></p> <p><input type="checkbox"/> SEC    <input checked="" type="checkbox"/> OP    <input type="checkbox"/> AS    <input type="checkbox"/> PD</p> <p><b>B. PROGRAM</b></p> <p>This contract has been reviewed for programmatic content and intent and is: Comments: To fulfill objectives in accordance with Title IV-D of the Social Security Act and Florida Law 76-220.</p> <p><b>C. FINANCIAL</b></p> <p>This contract has been reviewed as to funding (approved budget, released balance and/or grant award) and is: Comments: <i>subject to BE-EZ AEB</i></p> <p><b>D. LEGAL</b></p> <p>This contract has been reviewed as to form and legality and is: Comments: <i>Contract must be approved by Attorney General prior to signature of Sec. HRS</i></p> <p><i>See cover memo ISSUE RESOLVED 6/12/81 eln</i></p>		<p>Signature _____</p> <p>Signature <i>Walter C. Pender, Jr.</i> Date <b>6/25/81</b></p> <p><input checked="" type="checkbox"/> APPROVED <input type="checkbox"/> DISAPPROVED</p> <p>Signature <i>William J. Smith</i> Date <b>6/25/81</b></p> <p><input checked="" type="checkbox"/> APPROVED <input type="checkbox"/> DISAPPROVED</p> <p>Signature <i>Christina Walker</i> Date <b>6-25-81</b></p> <p><input checked="" type="checkbox"/> APPROVED <input type="checkbox"/> DISAPPROVED</p>	<p>Signature _____</p> <p>Signature <i>Charles H. O'Connell</i> Date <b>6/19/81</b></p> <p><input checked="" type="checkbox"/> APPROVED <input type="checkbox"/> DISAPPROVED</p> <p>Signature <i>Paul C. Dwyer</i> Date <b>6/11/81</b></p> <p><input checked="" type="checkbox"/> APPROVED <input type="checkbox"/> DISAPPROVED</p>

III. CONTRACT ENCUMBRANCE

Date: Mo/Da/Yr	JNL	Dept.	Fund	CTL	Amount	FRC	OBJ	RCC	Prog.	BE	P.O. No.	Vendor Ident.
1-6	7-8	9-12	13-16	17-20	21-32	33-36	37-38	39-42	43-46	47-48	49-53	60-69
<b>06,25,81</b>	<b>30</b>	<b>5920</b>	<b>2301</b>	<b>7450</b>	<b>401,701.00</b>	<b>KH</b>	<b>1394</b>	<b>5190</b>		<b>23</b>	<b>A0249</b>	
	<b>30</b>			<b>74</b>						<b>A</b>		
	<b>30</b>			<b>74</b>						<b>A</b>		

STATE OF FLORIDA



DEPARTMENT OF

# Health & Rehabilitative Services

Bob Graham, Governor

Child Support Enforcement Unit  
111 Coastline Dr.E. - P.O. Box 52239  
Jacksonville, Florida 32201  
Phone: 904/359-6270

Mr. Don McClure  
Chief Administrative Officer  
City of Jacksonville  
Room 1402, City Hall  
Jacksonville, Florida 32202

May 14, 1981

Re: Contract #15-A-0167

Dear Mr. McClure:

Attached are four (4) copies of the negotiated Purchase of Service contract for Child Support Enforcement Legal Services between the City of Jacksonville and the Department of Health and Rehabilitative Services for your review and subsequent transmittal to the Mayor or his representative for signature.

This contract is designed to coincide with the State's Fiscal Year, which begins July 1, 1981 and terminates June 30, 1982, in order to better facilitate State funding and more effective fiscal control.


Therefore, in accordance with the provisions of paragraph III.B.1. of Contract #15-A-0167 between the City of Jacksonville and the Department of HRS, this contract will be terminated on the date the City Council approves the attached contract for similar legal services. The new contract, which terminates on June 30, 1982, will then be substituted and henceforth will replace contract #15-A-0167 which has a termination date of September 30, 1981.

Please process these as expeditiously as possible so that the Mayor or his representative can have these four (4) sets individually signed in the appropriate places by May 29, 1981. This will allow the time needed for the Department in Tallahassee to sign and process this agreement which is projected to become effective on July 1, 1981.

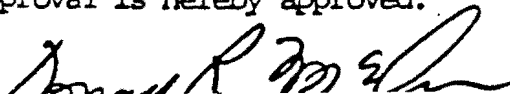
Your written concurrence of this action is requested by signature endorsement of this letter with a returned copy to this office.

Please let me know if I can be of further assistance.

Sincerely,

  
Charles H. Pozarnsky  
Supervisor/Contract Manager  
District IV Child Support Enforcement

The termination of Contract #15-A-0167 with the simultaneous substitution of the attached contract on date of Council's approval is hereby approved.



STATE OF FLORIDA  
DEPARTMENT OF HEALTH AND REHABILITATIVE SERVICES

PURCHASE OF SERVICE CONTRACT WITH THE LOCAL GOVERNMENT  
OF THE CITY OF JACKSONVILLE, FLORIDA  
BY AND THROUGH THE MAYOR

THIS CONTRACT is entered into this 18th day of June, 19 81, by and between the State of Florida, Department of Health and Rehabilitative Services, hereinafter referred to as the "Department" and the City of Jacksonville, hereinafter referred to as the "City".

I. The City Agrees:

A. Services

To provide services according to the conditions specified in ATTACHMENT A.

B. Federal and State Laws and Regulations

1. To conform to applicable Florida Statutes and regulations; the Florida Title IV-D State Plan; Title IV-D of the Social Security Act; Title 45, Code of Federal Regulations; the Child Support Enforcement Manual and Office of Child Support Enforcement policy directives.

2. In the interpretation of said Statutes and Acts, the City will be guided by the Department's interpretation.

3. That there will be no discrimination on the basis of race, color, sex, religion, ancestry, national origin or handicap. No otherwise qualified individual shall be excluded from participation in, be denied the benefits of, or be subject to discrimination under this contract. The City agrees to treat, without regard to the aforementioned factors, all individuals on an equal basis in employment practices in connection with the Child Support Enforcement Program.

C. Access to Records

To ensure that all information recorded, collected and maintained pursuant to this contract shall be subject, upon reasonable notice, to inspection, review and/or audit by authorized personnel of the Department and the Federal Government.

D. Retention of Records

To retain all financial records, support documents, statistical records and any other documents pertinent to this contract for a period of three (3) years after the starting date of the applicable retention period, or if audit findings have not been resolved at the end of the three (3) year period, the records shall be retained until resolution of the audit findings. Federal auditors and any persons duly authorized by the Department shall have full access to and the right to examine any of said materials during said period.

E. Monitoring

To permit authorized Department and Federal personnel to monitor activities which are the subject of this contract, according to applicable regulations of the Federal and State governments.

F. Indemnification

To the extent provided by law governing local government liability, the City shall be liable, and agrees to be liable for, and shall indemnify, defend and hold the Department harmless from all claims, suits, judgements or damages arising from the negligence or omissions of the City in the provision of the aforementioned services during the term of the contract.

G. Independent Contractor Status

That under this contract, for all purposes, the City is considered and shall act as an independent contractor and not as an employee of the Department in providing the aforementioned services.

H. Liability Insurance

That responsibility for obtaining adequate public liability insurance shall be that of the City and the City shall provide the Department proof of insurance prior to the commencement of this contract.



I. Safeguarding Information

That, in accordance with the Social Security Act and applicable State laws, the City shall not use or disclose any information concerning a recipient of services under this contract, except upon written consent of the recipient/client, attorney for the recipient/client or responsible parent or guardian.

J. Client Information

That the City shall submit to the Department, management and program data, including client identifiable information, as deemed essential by the Department for inclusion in the HRS Client Information System.

K. Assignment of Contract

That the City shall not assign this contract without prior written approval of the Department, which shall be attached to the original contract and subject to such conditions and provisions as the Department may deem necessary. No such approval by the Department of any assignment shall, in any event or in any manner provide for the incurrence of any obligation by the Department in excess of the total reimbursable amount as stated in ATTACHMENT B.

II. The Department Agrees:

Services to be Performed

1. To accept applications for child support enforcement and/or paternity establishment services.

2. To advise all applicants, or the recipients of Aid to Families with Dependent Children (AFDC), that they must cooperate in all efforts to establish paternity and/or to obtain support for the dependent children for whom they are receiving or requesting public assistance.

3. To refer all appropriate applicants for non-AFDC services involving interstate cases to the Office of the State Attorney except for non-AFDC locate only cases which will be handled exclusively by the Department.

4. To solicit from AFDC recipients and others, information as to the identity of the absent parent and evidence of same or other information and/or evidence necessary in establishing paternity and securing support.

5. To locate absent parents, including diligent and reasonable efforts to exhaust local resources, as well as the use of the Central Parent Locator Service of the Department, the parent locator services of other states and the Federal Parent Locator Service.

6. To investigate all cases which are to be referred by the Department to the City and to initially determine, to the extent possible, the feasibility of paternity establishment and/or support collection potential.

7. To refer appropriate paternity and/or child support cases to the City for legal action.

8. To provide to the City, upon request, necessary records or other Department case material as soon as practical.

9. To provide appropriate Department staff as witnesses in court when necessary for prosecution of the Department's cases.

10. To reimburse the City according to the conditions specified in ATTACHMENT B.

III. The Department and the City Mutually Agree:

A. Effective Date

1. This contract shall begin on August 3, 1981. This contract nor any provision thereof shall be given retroactive application.

2. This contract shall end on June 30, 1982.

B. Termination

1. Termination at will This contract may be terminated by either party at any time, with or without cause, upon no less than thirty (30) days notice, in writing, to the other party. Said notice shall be delivered by certified mail (return receipt requested), telegram or in person.

2. Termination because of lack of funds That in the event funds to finance this contract become unavailable, the obligations of each party hereunder may be terminated upon no less than fifteen (15) days, in writing by the Department to the City. Said notice shall be delivered by certified mail (return receipt requested), telegram or in person. The Department shall be the final authority as to how any available funds will be allocated among its various contractors.

3. Termination for breach Unless the breach is excused or ratified by the other party, either party may, by written notice of breach to the other party, terminate the whole or any part of this contract. Termination shall be upon no less than twenty-four (24) hours notice, in writing, delivered by certified mail (return receipt requested), telegram or in person. The City shall continue in the performance of this contract to the extent not terminated under the provisions of this clause. Waiver of breach of any provision of the contract shall not be deemed to be a waiver of any other or subsequent breach and shall not be construed to be a modification of the terms of the contract.

C. Termination Arrangements

After receipt of a notice of termination and except as otherwise directed, the City shall:

1. Stop work under the contract on the date and to the extent specified in the notice of termination.

2. Place no further orders for materials, services or facilities, except as may be necessary for completion of such portions of the work under the contract as are not terminated.

3. Terminate all orders to the extent that they relate to the performance of work which was terminated.

4. Prepare all necessary reports and documents required under the terms of the contract up to the day of termination, including the final report due at the termination of the contract, if any, without reimbursement for service rendered in completing said reports after the termination date, if said reports are not completed prior to the termination date.

5. Take any other actions as directed in writing by the Department. When this contract has been terminated by either party, the City will be permitted a reasonable period of time to close out or refer all cases listed as open as of the date of receipt of the notice of termination.

D. Contract Manager

The representative of the Department responsible for the management of this contract is District 4 Child Support Enforcement Supervisor.

E. Name of Payee

The name of the official payee to whom the Department shall issue checks shall be City of Jacksonville, Room 1300, City Hall, 220 East Bay Street, Jacksonville, Florida 32202 Attn: Mr. Dawson McQuaig.

F. Renegotiation or Modification

Any modification of this contract shall be valid only when reduced to writing, duly signed by both parties and attached to the original contract. The parties agree to renegotiate this contract if revision of any applicable Federal or State laws or regulations makes changes necessary.

G. Attachments Provision

ATTACHMENTS A, B, C and D are hereby incorporated by reference and become a part of this contract.

H. All Terms and Conditions Included in Contract

This contract contains all the terms and conditions agreed upon by the parties. All items incorporated by reference are physically attached. No other agreements, oral or otherwise, regarding the subject matter of this contract, shall be deemed to exist or to bind any of the parties hereto.

IV. Special Provisions

A. Area of Service

The services required of the City pursuant to this contract shall be provided in the Fourth (4) Judicial Circuit.

B. Subject to Council Approval

This contract shall be effective upon approval by the City Council of the grant authorizing the funds therefor.

C. Severability

If any provision herein or the application thereof is held invalid for any reason, such invalidity shall not affect the validity of other provisions or applications thereof, which can be given effect without the invalid provision or application. To this end, the provisions of this contract are declared to be severable.

D. Appeals

If the City 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 requiring a response to an appeal perfected by opposing counsel, the City shall:

1. Contact the Department within five (5) calendar days after the order is entered or an appeal is perfected by opposing counsel; and
2. Provide the Department with sufficient case information and documentation to enable it to make the determination of whether or not it will perfect an appeal or respond to an appeal perfected by opposing counsel; and
3. Provide assistance to the Department in accomplishing all tasks necessary to perfect the appeal or submit a timely response to an appeal perfected by opposing counsel.

E. Professional Discretion

The City shall 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.

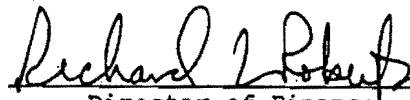
IN WITNESS HEREOF, the parties hereto have caused this five (5) page contract and ATTACHMENTS A, B, C and D thereto, to be executed by their officials thereunto duly authorized.

CITY OF JACKSONVILLE, FLORIDA	STATE OF FLORIDA, DEPARTMENT OF HEALTH AND REHABILITATIVE SERVICES
BY: <u>Jake M. Cobbold</u>	BY: <u>[Signature]</u>
TITLE: <u>Jake M. Cobbold</u> MAYOR	TITLE: <u>District 4 Administrator</u>
DATE: <u>June 18, 1981</u>	DATE: <u>8/12/81</u>

ATTEST: [Signature] BY: \_\_\_\_\_  
CORPORATION SECRETARY

TITLE: Asst. Secretary of Operations  
DATE: \_\_\_\_\_

In compliance with the Charter of the City of Jacksonville,  
I do certify that there is an unexpended, unencumbered and unimpounded  
balance in the appropriation sufficient to cover the foregoing contract  
and provision has been made for the payment of the moneys provided  
therein to be paid.

  
~~Director of Finance~~ Budget Officer  
Contract 5163-29 M.D.

Form approved:

  
Assistant Counsel

ATTACHMENT A

PURCHASE OF SERVICE CONTRACT  
LOCAL GOVERNMENT

SERVICES TO BE PROVIDED

1. To provide child support enforcement legal services in support of the Department's IV-D program.
2. To represent the Department in courts of law in cases concerning determination of paternity, establishment of obligations for support, contempt hearings and other proceedings relating to child support enforcement.
3. To endeavor to collect arrearages and unpaid public assistance debts when feasible. It is understood, however, that priority shall be given to collection of current support.
4. To maintain a current record on each case processed in the program and make information contained therein available to the Department upon request.
5. To advise the Department if any recipient of public assistance fails or refuses to cooperate in establishing paternity and/or securing support or to participate in "Fair Hearings" which may be required arising from the issue of recipient's non-cooperation.
6. To ensure that all court orders for child support obtained pursuant to the provisions of this contract shall direct ordered payments through the local depository for distribution to the custodial parent or transmission to the Department, as appropriate.
7. To maintain sufficient staff, facilities and equipment to deliver the agreed-upon services or to notify the Department whenever the City is unable, or is going to be unable, to provide the required quality or quantity of services.
8. To support the efforts of the Florida Family Support Council and the National Reciprocal and Family Support Enforcement Association by obtaining unit membership, subject to reimbursement by the Department.

ATTACHMENT B

PURCHASE OF SERVICE CONTRACT  
LOCAL GOVERNMENT  
75% REIMBURSABLE

REIMBURSEMENT PROVISIONS

1. Subject to the terms of this contract and the provisions of 45 CFR, Chapter III, Part 304, the Department shall reimburse the City for no more than a total dollar amount of \$ 401,701.20 for expenditures made in accordance with the attached budget (ATTACHMENT C). Reimbursement will be on the basis of a monthly itemized Report of Disbursements, with substantiation.

2. Any payment due under the terms of this contract will be made by the Department to the City within thirty (30) days after the Report of Disbursements has been received by the Department. Any payments due under the terms of this contract may be withheld until all evaluation and financial reports due from the City and necessary adjustments thereto have been approved by the Department. Any invoices not submitted for payment within the time that either State or Federal regulations permit matching for State or Federal funds, will not be paid by the Department. The City must submit the final Report of Disbursements for reimbursement pursuant to this contract to the Department no more than forty-five (45) days after this contract ends or is terminated and if the City fails to do so, all rights to reimbursement are forfeited, and the Department will not honor any request submitted after the aforesaid agreed-upon period.

3. Subject to the dollar limitations in the attached budget, reimbursement for compensation of personnel shall be based on the percentage of time devoted to the performance of functions pursuant to this contract. For audit purposes, the percentage of each staff person's "contract time" must be substantiated by the time studies utilizing Daily Time/Activity Logs. Said logs shall accurately record 100% of personnel time devoted to the performance of this contract and shall be submitted with the monthly Report of Disbursements. The F.T.E. percentage of each staff person's contract time mentioned in the budget is an estimate. There may be instances when a staff person may work more or less than the F.T.E. percentage assigned to his/her position. In either event, the Department will reimburse for the actual amount claimed if the request for reimbursement is substantiated and submitted in sufficient detail for a proper preaudit and postaudit. Should the United States Department of Health and Human Services approve any time reporting system not requiring 100% documentation, the City may, after written notice from the Department, utilize said approved system with necessary modifications to the contract.

4. Subject to the limitations of the attached budget, the Department shall reimburse the City for expenditures under each major category of the budget up to the specified limits; provided, however, that the City, with prior written approval of the contract manager, may exceed the specified limits so long as the total reimbursable amount is not exceeded. The Department shall reimburse all allowable expenditures pursuant to this contract on the basis of 75% of actual costs incurred.

## ATTACHMENT C

PURCHASE OF SERVICE CONTRACT  
LOCAL GOVERNMENTBUDGET

Approved Budget Period

## PERSONNEL

July 1, 1981 - June 30, 1982

## Salaries

Attorney	
assigned to program	<u>4</u> FTE
Office Manager	
assigned to program	<u>1</u> FTE
Para Legal	
assigned to program	<u>1</u> FTE
Clerk Typist II	
assigned to program	<u>2</u> FTE
Secretary	
assigned to program	<u>15</u> FTE

Sub-Total Salaries \$ 334,326.00

## Fringe Benefits

\*\*\* Retirement @ 27.9%  
 \*\* Social Security @ 6.63%  
 Group Insurance \$ 505.00 /person/year

Sub-Total Benefits \$ 82,259.00TOTAL PERSONNEL \$ 416,585.00

## EXPENSES

Expendable Office Supplies  
 Travel  
 Communications (telephones and postage)  
 Equipment Rental  
 Case Development Costs  
 Printing and Reproduction  
 Subscriptions and Memberships  
 Short Term Training, Education and Conferences  
 \* Operating Capital Outlay

TOTAL EXPENSES \$ 85,584.00

## OTHER SERVICES AND CHARGES

Depreciation  
 Standard Indirect Cost 10% of Sub-Total Salaries

TOTAL OTHER SERVICES AND CHARGES \$ 33,432.60GRAND TOTAL \$ 535,601.6075% REIMBURSABLE \$ 401,701.20

\* Title to all purchased equipment will be retained by the Department.

\*\* Expected to be charged 7/1/81 - 9/30/81.

\*\*\* Expected to be charged 10/1/81 - 6/30/82.

ATTACHMENT D  
PURCHASE OF SERVICE CONTRACT  
LOCAL GOVERNMENT

PERFORMANCE CRITERIA

Under this contract, the City shall comply with the following criteria:

1. Establish and follow written procedures to ensure that all regularly referred IV-D child support enforcement cases are:
  - a. Logged in;
  - b. Reviewed to determine the appropriate legal action to be taken;
  - c. Filed within a reasonable period of time; and
  - d. Closed and returned to the local IV-D agency when it is determined that legal action is inappropriate or will probably fail. The reasons for such determination or conclusion should be included in the returned package.
2. Establish and follow written procedures to:
  - a. Initiate enforcement actions, including contempt, immediately upon receipt of a referral indicating that an absent parent is delinquent in making court ordered support payments;
  - b. Initiate legal action to have paternity and support stipulations converted into court orders within a reasonable time after they are obtained by the City or are received from the local IV-D agency;
  - c. Initiate the appropriate legal action to bring all cases referred by the local IV-D agency to a paying status; and
  - d. Follow-up, within a reasonable time, on all child support enforcement cases which were continued on the court calendar. These cases should be brought to a final hearing as expeditiously as possible. Priority should be given to collection of current support obligations.
3. Take appropriate action in all cases to secure payment of support in accordance with the ability of the responsible parent or other legally liable person; including stipulations, garnishments, contempt proceedings, requests for certification for collection by the Internal Revenue Service, as provided by 45 CFR 302.71 and such other remedies as may be afforded by law.
4. Have knowledge and understanding of current case law and of Federal and State laws and regulations as specified in paragraph I.B. of this contract.
5. Provide the Department (CSEU) with a copy of the Court calendar on a weekly basis, no later than the last working day of the preceeding week and immediately advise of any changes as they occur.
6. Provide the Department, specifically the local Child Support Enforcement Office with copies of all orders relating to paternity and/or support within two (2) working days of their receipt by the City, provided no reasonable barrier exists. Provide follow-up, within five (5) working days, on all cases in which a ruling was made but no order signed due to various circumstances.
7. Process commitment orders on a timely basis after payment is missed under a contempt order and subsequently referred for legal action by the Child Support Enforcement Office.
8. Provide the Department, specifically the local Child Support Enforcement Office, with a timely list of all commitment orders issued and a subsequent list of apprehended absent parents.
9. Provide the Department, specifically the local Child Support Enforcement Office, pertinent information within three (3) working days, concerning cases which may have programmatic impact or cases requiring special handling.



10. Meet with the Department, specifically the local Child Support Enforcement staff, upon request or as needed to discuss problems and/or mutual constraints involving legal services procedures, forms, scheduling, etc. These meetings should be used by the City to advise the local Child Support Enforcement staff as to what information should be included in IV-D case referrals.

11. Attend two (2) training conferences or workshops during the course of this contract, upon call by the Department. Per diem and travel allowance will be as authorized by Florida law.

12. Provide the Department, specifically the local Child Support Enforcement Office, with an accounting of legal service charges for Non-Assistance (NA) cases as soon as a final order is obtained or upon request by Child Support Enforcement.

13. Attempt, wherever possible, to achieve cost effectiveness by consolidating court hearings, limiting travel, streamlining case processing, using printed forms and taking other actions to improve efficiency.

14. Provide the Department, specifically the local Child Support Enforcement Office, with a monthly Legal Services Activities Report Summary and related reports by the tenth (10) day of the following month.

15. Advise the Department if the recipient of public assistance fails or refuses to cooperate in establishing paternity and/or securing support and to participate in "Fair Hearings" and Depositions which may be required arising from the issue of recipient non-cooperation.

16. Periodically, upon request, provide the Department (CSEU) with information and/or statistics regarding the status of selected CSE cases.

AGREEMENT FOR PROVISION OF LEGAL SERVICES

THIS AGREEMENT, entered into this \_\_\_\_\_ day of \_\_\_\_\_, by and between the Board of County Commissioners of Nassau County, Florida, hereinafter referred to as "Nassau", and the City of Jacksonville of Duval County, Florida, hereinafter referred to as the "City".

W I T N E S S E T H:

WHEREAS, the State of Florida, Department of Health and Rehabilitative Services, hereinafter referred to as the "Department", administers the Child Support Enforcement Program ("CSE Program") under the authority of and pursuant to Chapters 20 and 409, Florida Statutes, (1977), the State of Florida Child Support Enforcement State Plan for Title IV-D of the Social Security Act, and Title 45, United States Code of Federal Regulations, Chapter II, Part 74, and Chapter III, Parts 301, 302, 303 and 304; and,

WHEREAS, the Department and the City have entered into a Contract dated the \_\_\_\_\_ day of \_\_\_\_\_, A.D., 19\_\_\_\_, a copy of which is attached hereto as Exhibit \_\_\_\_\_ and made a part hereof, wherein the City has agreed to establish and provide for the legal services integrally necessary to the proper administration of said CSE Program; and,

WHEREAS, the City is capable of and desirous of extending the legal services described in said Contract (Exhibit " ") to Nassau in order to implement the public purpose of providing a child support enforcement program in and for Nassau County; and,

WHEREAS, by virtue of the legal services to be provided, Nassau will be eligible for that certain fifteen per cent (15%) incentive payment from the United States Government pursuant to authority found in 45 CFR 302.52, as amended on October 1, 1977, in the Federal Register, Volume 42, No. 202, dated Wednesday, October 19, 1977;

NOW, THEREFORE, in consideration of the mutual benefits, undertakings and agreement hereinafter set forth, and upon the terms and conditions of this Agreement, the parties hereby agree as follows:

1. Term and Renewal

This Agreement shall take effect on the first day of October A.D., 1981, and shall continue in force until the 30th day of June A.D., 1982. Upon forty-five (45) days' written notice prior to the termination date herein, the parties hereto may renew this Agreement for successive one-year periods by mutual agreement.

2. Legal Services Provided

The City agrees to provide to Nassau those certain legal services for the procurement and enforcement of orders pertaining to Child Support Enforcement Program cases in Nassau County, said services being fully described in that certain Contract between the City and the Department of Health and Rehabilitative Services, a copy of which is attached hereto as Exhibit , and all terms and conditions of which are hereby incorporated as a part hereof by reference, unless inconsistent with the terms and conditions hereof.

3. Incentive Payments

It is understood by the parties hereto that, by virtue of the legal services to be provided, Nassau shall be eligible for certain federal incentive payments (45 CFR 302.52, as amended in Federal Register, Volume 42, No. 202, Wednesday, October 19, 1977) in the amount of fifteen per cent (15%) of all AFDC support monies collected from CSE Program cases emanating from Nassau, which incentive payments shall be made to the Chairman of the Board of County Commissioners of Nassau County, Florida, and may be used for any legal purpose without accountability to the federal government. Distribution of incentive payments shall be made by the Department automatically following receipt of CSE Program AFDC monies collected by the Nassau Court Depository without making claim therefor.

4. All payments and notices referred herein shall be mailed to the following representatives of the parties:

Payments to the City: City of Jacksonville

Notices to the City: Office of the General Counsel

Payments to:

Notices to:

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their officials thereunto duly authorized the day and year first above-written.

BOARD OF COUNTY COMMISSIONERS OF  
NASSAU, COUNTY, FLORIDA

BY: \_\_\_\_\_  
CHAIRMAN

ATTEST:

\_\_\_\_\_  
CLERK  
(SEAL)

CITY OF JACKSONVILLE, FLORIDA

\_\_\_\_\_  
MAYOR

ATTEST:

\_\_\_\_\_  
(SEAL)

MEMORANDUM TO CONTRACT WITH CITY OF JACKSONVILLE

City's monthly reimbursable payment is \$1,696.05.

This figure was computed on the following factors:

1. Total average AFDC cases in 3 counties - 10,566.
2. AFDC cases in Nassau County = 404
3. Case Potential Ratio for Nassau =  $404/10566$ , or .038.
4. Estimated Contract Cost (year) = \$535,601.00

Based on Contract for FY 1981 - 1982

5. Estimated Contract Cost (one month) - \$44,633.00

$$.038 \times \$44,633.00 = \$1,696.05$$

6. Monthly Cost to Nassau County

$$\frac{1}{4} \text{ of } \$1,696.05 = \$424.01$$

*424.01 X 4 = 1,696.04*