



STATE OF FLORIDA
DEPARTMENT OF HEALTH AND REHABILITATIVE SERVICES

Child Support Enforcement Unit
111 Coastline Dr., E., Rm. 212
P. O. Box 52239
Jacksonville, Florida 32201-2239
Phone: (904) 355-7295

May 10, 1985

Sheriff Lawrence "Laurie" Ellis
Nassau County Sheriff's Dept.
416 Centre Street
Fernandina Bch., Florida 32034

Dear Sheriff Ellis:

Chapter 84-141, Laws of Florida, requires the Department of Health and Rehabilitative Services (HRS) to reimburse the sheriff in each county, at the prevailing Federal Financial Participation (FFP) rate, for services provided to the Department, specifically original services of process in Child Support Enforcement (CSE) actions.

To comply with federal and state requirements regarding Federal Financial Participation, it is necessary for the Department to enter into a contract with the county. This contract will then permit the Department to reimburse the county for the sheriff's services at the prevailing Federal Financial Participation rate, which currently is 70%.

Attached are two (2) copies of our proposed contract for FY 1985-86. In accordance with federal regulations, reimbursement can only be made after the signing of the contract by both parties. Both copies of the contract should be individually signed and received by this office no later than June 7, 1985. This is to ensure that the contract meets the July 1, 1985, effective date. One original signed contract will be returned to you for your record.

The figure indicated on Page 9, (Attachment 1, Part D) is an estimate based on statistical information provided by your county for the past few months and on the projected increase in the number of cases requiring service of process as the non-assistance program in your county goes into effect.

If you have any questions regarding the contract, please contact me or Pat Pearman at (904) 355-7295 or SUNCOM 620-5407.

Sincerely,

Tony G. Kirk
Acting District CSE
Supervisor

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DISTRICT FOUR

cc: OPCSE
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BOB GRAHAM, GOVERNOR

STATE OF FLORIDA
DEPARTMENT OF HEALTH AND REHABILITATIVE SERVICES

CONTRACT FOR SERVICE OF PROCESS WITH THE
LOCAL GOVERNMENT OF NASSAU COUNTY FLORIDA
BY AND THROUGH THE
BOARD OF COUNTY COMMISSIONERS

THIS AGREEMENT is entered into by and between the State of Florida, Department of Health and Rehabilitative Services, hereinafter referred to as the "Department" and the Nassau County Board of County Commissioners, hereinafter referred to as the "County".

I. The County Agrees:

A. Services

To provide Original Service of Process services according to the conditions specified in ATTACHMENT 1, PART A.

B. State and Federal Laws and Regulations

1. To serve original service of process according to Florida law.

2. To conform to applicable Federal law and regulations governing Title IV-D of the Social Security Act.

3. To comply with the provisions in the Civil Rights Certificate, hereby incorporated into this contract as ATTACHMENT 1, PART F. It is expressly understood that substantial evidence of discrimination, as listed in ATTACHMENT 1, PART F, shall constitute a breach of contract.

4. If this contract contains federal funds, the County shall comply with the provisions of 45 CFR, Part 74, and other applicable regulations as specified in ATTACHMENT 1.

5. If this contract contains federal funds and is over \$100,000, the County shall comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act as amended (42 USC 1857 et seq.) and Water Pollution Control Act as amended (33 USC 1368 et seq.).

C. Access to Records

1. 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.

2. To allow public access to all documents, papers, letters, or other materials subject to the provisions of Chapter 119, F.S., and made or received by the County in conjunction with this contract. It is expressly understood that substantial evidence of the County's refusal to comply with this provision shall constitute a breach of contract.

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 five (5) years after the termination of the contract, or if audit findings have not been resolved at the end of the five (5) 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 County 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 County 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 County 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

The County and the Department agree and understand that the County is self-insured and maintains a self-insurance fund.

I. Safeguarding Information

The County shall not use or disclose any information concerning a recipient of services under this contract for any purpose not in conformity with the state regulations (HRSM 50-1), and federal regulations (45 CFR, Part 205.50), except on written consent of the recipient, or his responsible parent or guardian when authorized by law.

J. Return of Funds

The County agrees to return to the Department any overpayments due to unearned funds or funds disallowed pursuant to the terms of this contract that were disbursed to the County by the Department. Such funds shall be considered Department funds and shall be refunded to the Department.

K. Assignment of Contract

That the County shall not assign this contract without prior written approval of the Department, which shall be attached to the original agreement 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 1, PART D.

II. The Department Agrees:

Services to be Performed

1. To clearly identify all intrastate Title IV-D Child Support Enforcement cases referred directly to the Sheriff for which service of process is requested.

2. To provide directly to the Sheriff the best known address where the person may be served.

3. To promptly reimburse the County for service of process services rendered by the Sheriff.

III. The Department and the County Mutually Agree:

A. Reimbursement

1. That reimbursement will be made only for original service of process on intrastate Title IV-D case actions. The County will be reimbursed for service of process in IV-D intrastate cases only at the prevailing rate of Federal Financial Participation, which is currently 70%.

2. That the County will bill the Department monthly, on a form to be provided by the Department, or an equivalent form developed by the Sheriff and containing all information required by the Department, for 70% of the total fee allowed by law.

B. Effective Date

1. This contract shall begin on July 1, 1985, or the date on which the contract is signed by both parties, whichever is later.

2. This Agreement shall end on June 30, 1986.

C. 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 parties. Said notice shall be delivered by certified mail (return receipt requested), telegram or in person, with proof of delivery.

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 County. Said notice shall be delivered by certified mail (return receipt requested), telegram or in person, with proof of delivery. The Department shall be the final authority as to how any available funds will be allocated among the various counties.

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, with proof of delivery. The County 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. The provisions herein do not limit the Department's right to remedies at law or to damages.

D. Contract Manager

The representative of the Department responsible for the management of this contract is District CSE Supervisor. The representative of the County responsible for the management of this contract is Chairman, Nassau County Board of County Commissioners.

E. Name and Address of Payee

The name and address of the official payee to whom the Department will make payment is: Nassau County Board of County Commissioners, P. O. Box 456, Fernandina Beach, Fl 32034.

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, regulations or budget allocations make changes necessary.

G. Attachment Provision

ATTACHMENT 1, PARTS A, B, C, D, E and F 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.

IN WITNESS HEREOF, the parties hereto have caused this thirteen (13) page contract which includes ATTACHMENT 1, PARTS A, B, C, D, E and F, to be executed by their officials thereunto duly authorized.

BOARD OF COUNTY COMMISSIONERS
NASSAU COUNTY, FLORIDA

STATE OF FLORIDA, DEPARTMENT
OF HEALTH AND REHABILITATIVE
SERVICES

BY: John F. Clayton

BY: _____

TITLE: Chairman, Board of Commissioners

TITLE: _____

DATE: May 14, 1985

DATE: _____

ATTACHMENT 1

PART A

CONTRACT FOR SERVICE OF PROCESS WITH
LOCAL GOVERNMENT

SERVICES TO BE PROVIDED

Under this contract the County agrees:

I. Services

1. To promptly attempt service on all intrastate Child Support Enforcement actions that are referred by the Department, or an agent thereof, and which are identified as Title IV-D intrastate cases. If service is not perfected on the initial attempt, additional attempts will be made until service is successful or the Sheriff is convinced that service is not possible, pursuant to Section 30.231 (2), F.S.

2. To promptly provide the Department or its designee with a copy of the Sheriff's return indicating whether service of process has been perfected. Where service of process has not been perfected, the Sheriff must specifically state on the return why service of process has not been perfected.

3. To bill the Department on a monthly basis for all original requests for service of process, and to include such information on the request for reimbursement as needed by the Department to substantiate the request for reimbursement at the prevailing rate of Federal Financial Participation under Title IV-D of the Social Security Act, and to permit proper audits.

4. To maintain sufficient staff, facilities and equipment to deliver the agreed upon services or to notify the Department whenever the Sheriff is unable, or is going to be unable to provide the required quality or quantity of services.

ATTACHMENT 1
PART B

CONTRACT FOR SERVICE OF PROCESS WITH
LOCAL GOVERNMENT

MANNER OF SERVICE PROVISIONS

1. Attempt to serve process within five working days of receipt of the request.
2. Attempt to serve process on respondent during employment hours at the respondents place of employment.
3. Attempt to serve process on respondent at respondent's residence, outside employment hours, when resident address is given.

ATTACHMENT 1

PART C

CONTRACT FOR SERVICE OF PROCESS WITH
LOCAL GOVERNMENT

SPECIAL PROVISIONS

1. Area of Service

The services required of the County pursuant to this Agreement shall be provided in Nassau County.

2. 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.

3. Unusual Incident Report

Provider and their subcontract agencies shall report to the Department unusual incidents in a manner prescribed by the District Administrator. The manner prescribed shall be consistent with applicable state and federal rules and statutes.

ATTACHMENT 1

PART D

CONTRACT FOR SERVICE OF PROCESS WITH
LOCAL GOVERNMENT

METHOD OF PAYMENT

1. Subject to the terms of this contract and the provisions of 45 CFR Part 74, the Department shall reimburse the County for no more than a total dollar amount of \$ 2,520.00 for expenditures made in accordance with the attached Reimbursement Flow Chart (ATTACHMENT 1, Part E). Reimbursement shall be made on the basis of a monthly itemized report of requests to serve original service of process. The request for reimbursement shall be made on a form provided by the Department or an equivalent form developed by the Sheriff containing all information required by the Department. The County will be reimbursed 70% of the \$12.00 fee it pays the Sheriff for original service of process in IV-D intrastate cases.

2. Request for reimbursement shall be made monthly by the County with an accompanying certification that a total payment of the \$12.00 fee for each request of service by the Sheriff has been paid to the Sheriff's Service of Process Fee Account. A copy of each request for service of process which was provided to the Sheriff shall be submitted with the request for reimbursement.

3. If the court orders the absent parent to pay for the service, the payment should be to the County who will retain 30% of the payment and use the remaining 70% to reduce the total service of process bill to the Department for the month in which the absent parent actually made the payment. The bill must show the names of all absent parents who made payments so that costs records can be updated by district CSE units.

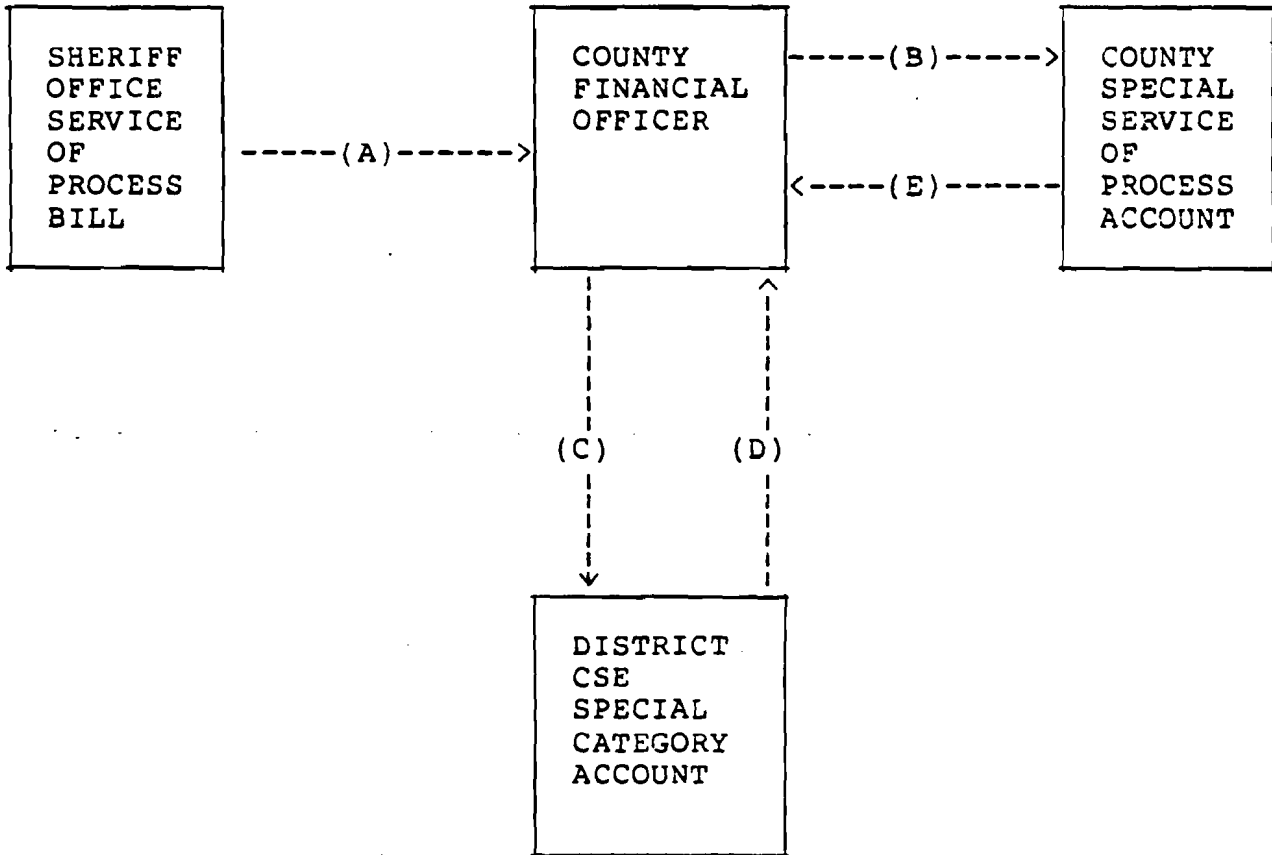
4. Any payment due for service of process services shall be submitted in detail for a proper preaudit and postaudit.

5. Travel - In accordance with Section 287.058(1)(b), Florida Statutes, bills for travel expenses shall be submitted as required in Section 112.061 of the Statutes. Rates for travel shall not exceed those established in HRS 40-1 (Official Travel of HRS Employees and Non-Employees).

ATTACHMENT 1

PART E

DEPICTING THE COUNTY BILLING PROCESS
REQUIRED TO CREATE THE NECESSARY
RECORDS FOR AUDITING PURPOSES
TO SHOW COMPLIANCE WITH FEDERAL
REGULATIONS IN USING FEDERAL
FUNDS TO PAY FOR SERVICE OF PROCESS
FEES PURSUANT TO CHAPTER 84-141, LAWS OF FLORIDA



(A). On a monthly basis the Sheriff will certify and forward his bill for service of process fees to the appropriate county financial officer.

(B). The county financial officers will effect a budget transfer to a "Service of Process" special account in an amount equal to 100% of the bill provided by the Sheriff. An audit trail of this transaction must be maintained.

(C). The county financial officers will certify that the bill has been paid and forward it to the District CSE Supervisor requesting that 70% of the total cost be reimbursed.

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(D). The District CSE Supervisors will process the bill and forward same to the District Administrative Service officer who will cause an amount equal to 70% of the total fee cost to be paid to the County financial officer.

(E). The County financial officer, subsequent to the processing of the bill to the Department, may withdraw the money previously paid into the service of process special account and utilize the funds any time, as seen fit by the county. Additionally, after payment of 70% of the total bill by the Department, these funds may also be used as directed by the county.

ATTACHMENT 1

PART F

CONTRACT FOR SERVICE OF PROCESS WITH
LOCAL GOVERNMENTCIVIL RIGHTS CERTIFICATE

The following Civil Rights Certificate is an agreement between the Federal Government and the Department (referred to in the certificate as the Applicant) and is binding on the Department and its contractors, subcontractors, subgrantees or others providing services in support of programs funded wholly or in part by Federal funds, including the Title IV-D Child Support Enforcement Program.

Civil Rights Certificate

Assurance of Compliance with Title VI of the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973, Title IX of the Education Amendments of 1972, the Age Discrimination Act of 1975, and the Omnibus Budget Reconciliation Act of 1981.

The Applicant provides this assurance in consideration of and for the purpose of obtaining Federal grants, loans, contracts (except contracts of insurance or guaranty), property, discounts, or other Federal financial assistance to programs or activities receiving or benefiting from Federal financial assistance.

The applicant assures that it will comply with:

1. Title VI of the Civil Rights Act of 1964, as amended, 42 U.S.C. 2000d et seq., which prohibits discrimination on the basis of race, color, or national origin in programs and activities receiving or benefiting from Federal financial assistance.

2. Section 504 of the Rehabilitative Act of 1973, as amended, 29 U.S.C. 794, which prohibits discrimination on the basis of handicap in programs and activities receiving or benefiting from Federal financial assistance.

3. Title IX of the Education Amendments of 1972, as amended, 20 U.S.C., 1681 et seq., which prohibits discrimination on the basis of sex in education programs and activities receiving or benefiting from Federal financial assistance.

4. The Age Discrimination Act of 1975, as amended, 42 U.S.C. 6101 et seq., which prohibits discrimination on the basis of age in programs or activities receiving or benefiting from Federal financial assistance.

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5. The Omnibus Budget reconciliation Act of 1981, P.L. 97-35, which prohibits discrimination on the basis of sex and religion in programs and activities receiving or benefiting from Federal financial assistance.

6. All regulations, guidelines, and standards lawfully adopted under the above statutes.

The applicant agrees that compliance with this assurance constitutes a condition of continued receipt of or benefit from Federal financial assistance, and that it is binding upon the applicant, its successors, transferees, and assignees for the period during which such assistance is provided. The applicant further assures that all contractors, subcontractors, subgrantees or others with whom it arranges to provide services or benefits to participants or employees in connection with any of its programs and activities are not discriminating against those participants or employees in violation of the above statutes, regulations, guidelines, and standards. In the event of failure to comply, the applicant understands that the Grantor may, at its discretion, seek a court order requiring compliance with the terms of this assurance or seek other appropriate judicial or administrative relief, to include assistance being terminated and further assistance being denied.