



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 27, 1986

Chairman  
Nassau County Board of  
County Commissioners  
P. O. Box 456  
Fernandina Bch., Fl 32034

Dear Mr. Chairman:

Pursuant to Chapter 84-141, Laws of Florida, attached are three (3) copies of the proposed contract for FY 1986-87 between the Department of Health and Rehabilitative Services and the County for original services of process in Child Support Enforcement actions. Each copy of the contract should be individually signed and received by this office no later than June 4, 1986, in order to ensure that the contract meets the July 1, 1986, effective date.

Please contact this office upon signature and I will arrange to pick up the contract. Please do not return it by mail.

If you have any questions regarding the contract, please contact me at (904) 355-7295.

Sincerely,

A handwritten signature in cursive script that reads 'Tony G. Kirk'.

Tony G. Kirk  
Senior Human Services  
Program Manager

DISTRICT FOUR

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.

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. 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.

4. 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 sufficiently and properly reflect all expenditures of funds provided by the Department and 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, judgments 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. The refund shall be due within forty-five (45) days following the end of the contract or at the time the overpayment is discovered unless otherwise authorized by the Department in writing and attached to this contract.

**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 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 1, PART D.

**L. Civil Rights Certification**

1. The County gives the below listed 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 participation to programs or activities receiving or benefiting from federal financial participation. The County assures that it will comply with:

a. 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 participation.

b. Section 504 of the Rehabilitation 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 participation.

c. 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 participation.

d. 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 participation.

e. 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 participation.

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

2. The County agrees that compliance with this assurance constitutes a condition for continued receipt of or benefit from federal financial participation, and that it is binding upon the County, its successors, transferee, and assignees for the period during which such participation is provided. The County 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 County 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 the participation being terminated and further participation being denied.

M. Conditions of Payment

In accordance with Section 215.422, Florida Statutes, the Department will mail payment to the County within 45 days of receipt of an invoice, and receipt, inspection, and approval of the goods and services provided. If payment is not mailed within 45 days, the Department will pay the County interest of one percent per month or portion thereof for time in excess of 45 days. The payment deadline may be revised under exceptional circumstances as defined in Section 215.422(2), Florida Statutes.

II. The Department Agrees:

Services to be Performed

1. To clearly identify all 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. The reimbursement will be made for original service of process on Title IV-D case actions. The County will be reimbursed for service of process in IV-D cases only at the prevailing rate of Federal Financial Participation, which is currently 66.65%.

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 66.65% of the total \$12.00 fee allowed by law.

**B. Effective Date**

1. This contract shall begin on July 1, 1986, or the date on which the contract is signed by both parties, whichever is later.

2. This contract shall end on June 30, 1987.

**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 notice, 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. Notice and Contact**

The contract manager for the Department for this contract is Tony G. Kirk, Senior Human Services Program Manager. The representative of the County responsible for the administration of the program under this contract is Chairman, Nassau County Board of County Commissioners. In the event that different representatives are designated by either party after execution of this contract, notice of the name and address of the new representative will be rendered in writing to the other party and said notification attached to originals of this contract.

E. Name and Address of Payee

The name and address of the official payee to whom the payment shall be made: 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 makes changes necessary.

G. Modification of Contract due to a Reduction in Federal Financial Participation (FFP)

That in the event FFP funding is reduced during the term of this contract both parties agree that reimbursement by the Department shall be at the new prevailing rate of FFP and that the contract shall be amended to reflect a budget based on the new rate of FFP retroactive to the date of the new rate of FFP.

H. Attachments Provision

ATTACHMENT 1, PARTS A, B, C, D and E are hereby incorporated by reference and become a part of this contract.

I. 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 twelve (12) page contract which includes ATTACHMENT 1, PARTS A, B, C, D and E, 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: James E. Estene  
TITLE: Chairman

BY: \_\_\_\_\_  
Thomas W. Weinberg  
TITLE: Administrative Services Director

DATE: May 30, 1986

DATE: \_\_\_\_\_

FEDERAL ID NUMBER

59-186-3042

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 Title IV-D Child Support Enforcement actions that are referred by the Department, or an agent thereof, and which are identified as Title IV-D 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.

4. Unusual Incident Report

Provider and their subsequent 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 C

CONTRACT FOR SERVICE OF PROCESS WITH  
LOCAL GOVERNMENT

SPECIAL PROVISIONS

1. Area of Service

The services required of the County pursuant to this contract 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.

## ATTACHMENT 1

## PART D

CONTRACT FOR SERVICE OF PROCESS WITH  
LOCAL GOVERNMENTMETHOD 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 \$ 2,400.00 for expenditures made in accordance with the attached Reimbursement Flow Chart (ATTACHMENT 1, Part E), subject to the availability of funds. Reimbursement shall be made on the basis of a monthly itemized report of requests to serve original service of process. The request of 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 66.65% of the \$12.00 fee it pays the Sheriff for original service of process in IV-D 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.

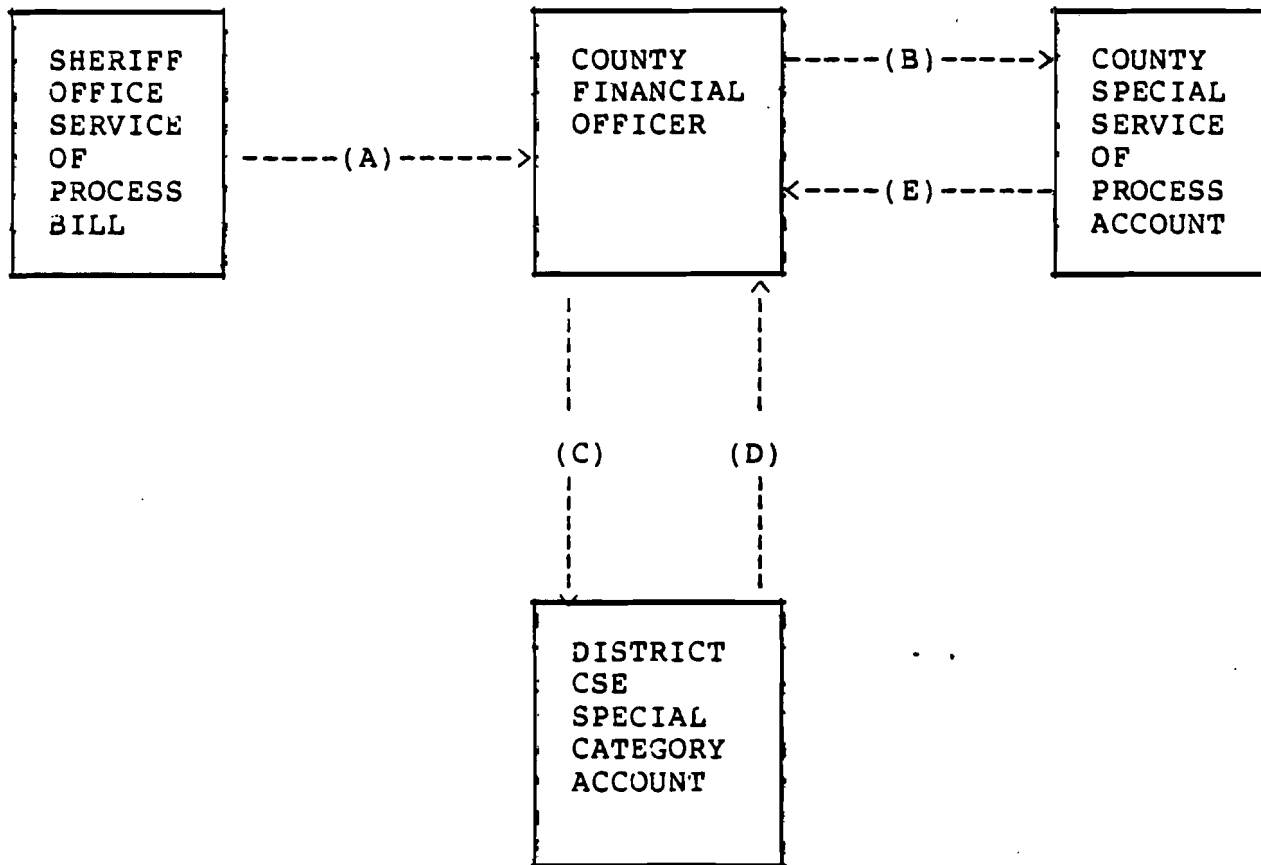
3. If the court orders the absent parent to pay for the service, the payment should be to the County who will retain 33.35% of the payment and use the remaining 66.65% to reduce the total service of process bill to the Department for the month in which the absent parent actually made the payment. The 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 services under this contract shall be submitted in detail for a proper preaudit and postaudit.

## ATTACHMENT 1

## PART E

FLOW CHART  
 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 66.65% of the total cost be reimbursed.

(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 66.65% 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 66.65% of the total bill by the Department, these funds may also be used as desired by the County.