



NASSAU COUNTY
BOARD OF COUNTY COMMISSIONERS
P.O. Box 1010
Fernandina Beach, Florida 32034

Gene R. Blackwelder	Dist. No. 1 Fernandina Beach
Hazel Jones	Dist. No. 2 Fernandina Beach
John F. Claxton	Dist. No. 3 Yulee
James E. Testone	Dist. No. 4 Hilliard
Charles A. Pickett	Dist. No. 5 Callahan

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

MICHAEL S. MULLIN
County Attorney

November 12, 1987

Mr. Tony G. Kirk
Senior Human Services Program Manager
Department of Health & Rehabilitative Services
Child Support Enforcement Unit
Post Office Box 52239
Jacksonville, FL 32201-2239

Dear Mr. Kirk:

The Board of County Commissioners has instructed this office to forward to you the enclosed four copies of the First Amendment to Contract No. DE047 between your department and Nassau County for Service of Process, executed by the Board of County Commissioners on November 10, 1987.

As soon as the contract is signed by your office, we would appreciate receiving a fully executed copy for our files.

If we can of any further assistance to you, do not hesitate in contacting this office.

Sincerely,

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

TJG:jb



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
Telephone: (904) 359-6735
SC 826-6735

November 2, 1987

Chairman
Nassau County Board of County
Commissioners
P. O. Box 456
Fernandina Beach, FL 32034

RE: First Amendment to
Contract Number DE047

Dear Sir:

This is to advise you that effective October 1, 1987, the rate of federal financial participation (FFP) has been reduced to 68%. Since language in the state statutes and contracts specifically address reimbursement at the prevailing rate of FFP, all local government contracts must be amended retroactive to October 1, 1987.

In order to effect this change in FFP, attached are four (4) copies of the First Amendment to contract number DE047 between the Department and the County for service of process. Please have all four copies signed and returned to this office. Once signed by the Department, an original contract amendment will be forwarded to the County.

If you have any questions, please feel free to contact me at 359-6735.

Sincerely,

Tony G. Kirk, Senior Human Services
Program Manager

TGK/js

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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

FIRST AMENDMENT TO CONTRACT NO. DE047

THIS CONTRACT AMENDMENT is entered into 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".

WITNESSTH:

The above named parties hereby mutually agree that the contract entered into by the said parties on July 1, 1987, is hereby amended effective October 1, 1987.

A. SECTION III, Subsection A, is hereby amended to read:

Reimbursement

1. That reimbursement will be made only 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 68%.

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 68% of the total fee allowed by law.

B. ATTACHMENT 1, Part D, is hereby replaced with ATTACHMENT 1, Part DD.

C. ATTACHMENT 1, Part E, is hereby replaced with ATTACHMENT 1, Part EE.

D. All provisions in the contract or in attachments to the contract, in conflict with this amendment, shall be and are hereby changed to conform to this amendment.

E. All provisions not in conflict with this amendment are still in effect and are to be performed at the same level as specified in the contract or attachments thereto.

IN WITNESS WHEREOF, the parties hereto have caused this five (5) page contract amendment 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: Gene R. Buckwalter

TITLE: Chairman

DATE: November 10, 1987

BY _____

TITLE: Thomas W. Weinberg
Dist. Administrative Services Dir.

DATE: _____

ATTACHMENT 1

PART DD

CONTRACT FOR SERVICE OF PROCESS WITH
LOCAL GOVERNMENT

METHOD OF PAYMENT - FIXED RATE

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 \$ 3,528.00 for expenditures made in accordance with the attached Reimbursement Flow Chart (ATTACHMENT 1, Part EE). 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 68 % 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.

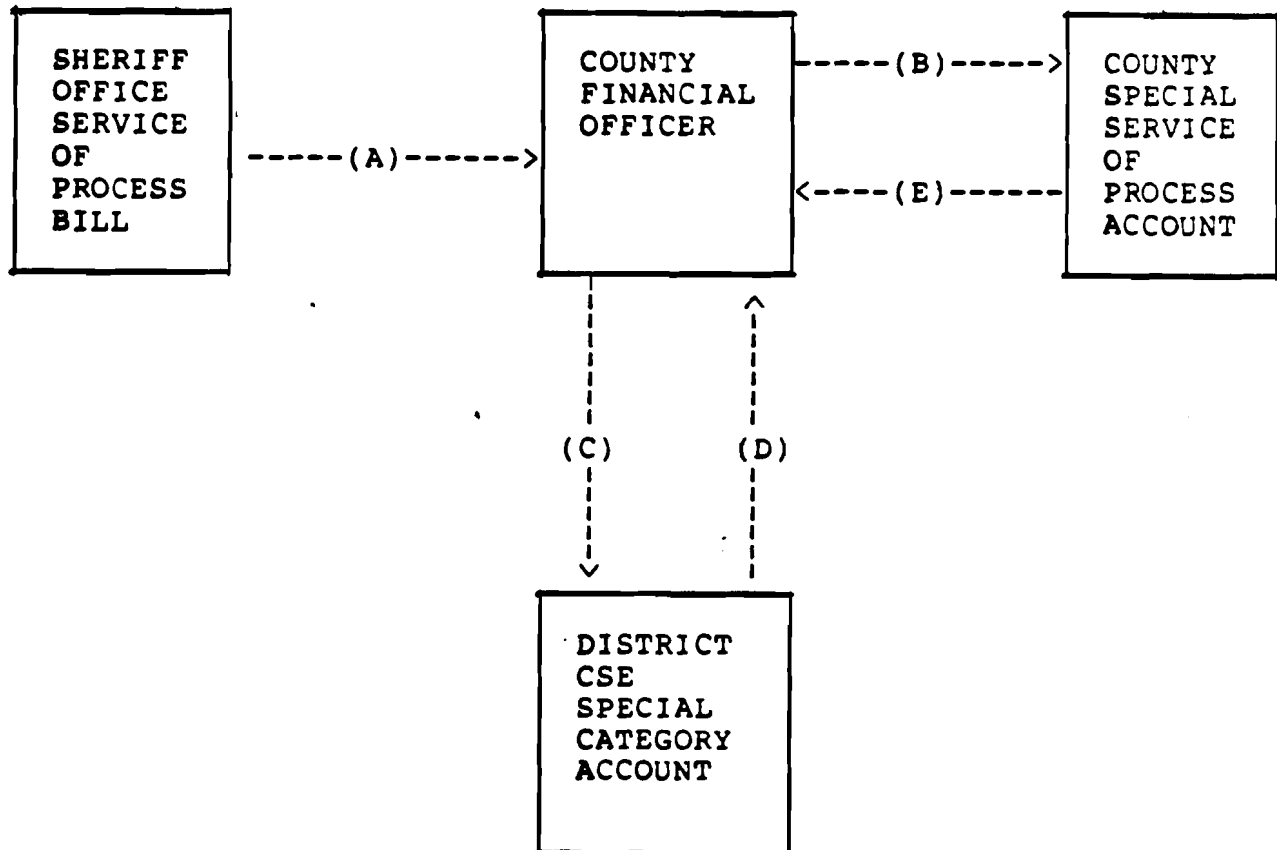
3. If the court orders the absent parent to pay for the service, the payment should be to the County who will retain 32 % of the payment and use the remaining 68 % to reduce the total service of process bill to the Department for the month in which the absent parent actually made the payment. The bill 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 EE

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 68 % 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 68 % 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 68% of the total bill by the Department, these funds may also be used as desired by the County.