



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

Jim B. Higginbotham	Dist. No. 1 Fernandina Beach
Hazel Jones	Dist. No. 2 Fernandina Beach
Tom Branan	Dist. No. 3 Yulee
James E. Testone	Dist. No. 4 Hilliard
Jimmy L. Higginbotham	Dist. No. 5 Callahan

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

MICHAEL S. MULLIN
County Attorney

May 30, 1989

Mr. Tony Kirk
Program Administrator
State of Florida
Department of HRS
Child Support Enforcement Unit
111 Coastline Drive East, Room 212
Post Office box 52239
Jacksonville, FL 32201-2239

Dear Mr. Kirk:

Enclosed please find four copies of the renewal contract between Nassau County and the Department of HRS for Service of Process, executed by the Board of County Commissioners on May 23, 1989. The two copies of the Memorandum of Negotiation will be executed by the Sheriff of Nassau County and will be forthcoming to you.

After the contract between the Board and the Department of HRS has been executed by your department, we would appreciate a fully executed copy for our files.

If you have any questions, please do not hesitate to contact us.

Sincerely,

A handwritten signature in cursive script, appearing to read "T. J. Greeson", is written over a horizontal line.

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

TJG:jb

Enclosures

BOARD MEETING

DATE: 5-23 1989

ACTION: 3



STATE OF FLORIDA
DEPARTMENT OF HEALTH AND REHABILITATIVE SERVICES

Child Support Enforcement Unit
111 Coastline Dr., E., Rm. 212
P. O. Box 52239
Jacksonville, FL 32201-2239
Phone: (904) 359-6735
May 12, 1989

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

Dear Mr. Testone:

As the end of the State's fiscal year is approaching, it is time, once again, to begin the contract renewal process. Attached are four (4) copies of the contract for Service of Process between the Nassau County Board of County Commissioners and the Department of HRS, and two (2) copies of the Memorandum of Negotiation. All four copies of the contract need to be signed by the Chairman or his designee. Both copies of the Memorandum of Negotiation need to be signed by the Sheriff or his designee. All six (6) signed documents should be returned to this office. Once signed and processed by the Department, an original of each document will be returned for your files.

In order to meet the contract effective date of July 1, 1989, thus ensuring uninterrupted reimbursement for services, all signed documents need to be received in this office no later than Wednesday, June 1, 1989.

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

Sincerely,

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

Tony G. Kirk
Program Administrator

Attachments

cc: Barbara Scurry, 4DASG
Shirley Holmes, OPCSE

DISTRICT FOUR

BOB MARTINEZ, Governor

GREGORY L. COLER, Secretary



STATE OF FLORIDA
DEPARTMENT OF HEALTH AND REHABILITATIVE SERVICES

Child Support Enforcement Unit
111 Coastline Dr., E., Rm. 212
P. O. Box 52239
Jacksonville, FL 32201-2239
(904) 359-6735

4DCSE

SUBJECT: Memorandum of Negotiation

The below indicated representatives of the Department of Health and Rehabilitative Services and the Nassau County Board of County Commissioners, in renewing their contract for Service of Process in Title IV-D cases have agreed to the following points:

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 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.
4. Attempt to serve process within five working days of receipt of the request.
5. Attempt to serve process on respondent during employment hours at the respondent's place of employment.
6. Attempt to serve process on respondent at respondent's residence, outside employment hours, when residence address is given.
7. 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 (FFP), which is currently 68%.
8. This contract shall begin on July 1, 1989, or the date on which the contract is signed by both parties, whichever is later.
9. This contract shall end on June 30, 1990.

DISTRICT FOUR

BOB MARTINEZ, Governor

GREGORY L. COLER, Secretary

10. Subject to the terms of this contract and the provisions of CFR part 74, the department shall reimburse the county for no more than a total dollar amount of \$4,015 for expenditures made in accordance with this contract. This is based on an estimated 492 services of process reimbursed at \$ 8.16 per service.

Tony G. Kirk

Tony G. Kirk
Contract Manager
Department of Health and
Rehabilitative Services

Sheriff or his Designee

Date: 5-11-87

Date: _____



STATE OF FLORIDA
DEPARTMENT OF HEALTH AND REHABILITATIVE SERVICES

Child Support Enforcement Unit
111 Coastline Dr., E., Suite 212
P. O. Box 52239
Jacksonville, Florida 32201-2239
(904) 359-6739

June 23, 1989

Mr. James Testone, Chairman
Nassau County Board of
County Commissioners
P.O. Box 1010
Fernandina Beach, Florida 32034

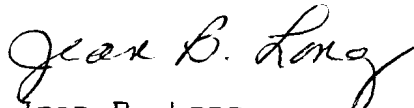
RE: Contract #DEO 76 for
Service of Process

Dear Mr. Testone:

Attached for you records is a copy of the contract executed between the Department and the Nassau County Board of County Commissioners for Service of Process on Child Support Enforcement cases. A copy of the Memorandum of Negotiation is not enclosed as the county retained its copy at the time of signature.

If you have any questions concerning the contract, please feel free to contact me at (904) 359-6739.

Sincerely,


Jean B. Long,
Program Specialist

DISTRICT FOUR

BOB MARTINEZ, Governor

GREGORY L. COLER, Secretary



**STATE OF FLORIDA
DEPARTMENT OF HEALTH AND REHABILITATIVE SERVICES
STANDARD CONTRACT**

THIS CONTRACT 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 "provider".

The parties agree:

I. The Provider Agrees:

A. To provide services according to the conditions specified in Attachment I.

B. Federal Laws and Regulations

1. If this contract contains federal funds, the provider shall comply with the provisions of 45 CFR, Part 74, and other applicable regulations as specified in Attachment I & II.
2. If this contract contains federal funds and is over \$100,000, the provider shall comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act, as amended (42 USC 1857 et seq.) and the Water Pollution Control Act, as amended (33 USC 1368 et seq.).

C. Audits and Records

1. To maintain books, records, and documents in accordance with accounting procedures and practices which sufficiently and properly reflect all revenues and expenditures of funds provided by the department under this contract.
2. To assure that these records shall be subject at all times to inspection, review, or audit by state personnel and other personnel duly authorized by the department, as well as by federal personnel.
3. To maintain and file with the department such progress, fiscal, inventory, and other reports as the department may require within the period of this contract.
4. To include these aforementioned audit and record keeping requirements in all approved subcontracts and assignments.
5. To provide a financial and compliance audit to the department as specified in Attachment II. Additional audit requirements are specified in Special Provisions, Attachment I, Section NA.

D. Retention of Records

1. To retain all financial records, supporting documents, statistical records, and any other documents pertinent to this contract for a period of five (5) years after termination of this contract, or if an audit has been initiated and audit findings have not been resolved at the end of five (5) years, the records shall be retained until resolution of the audit findings.
2. Persons duly authorized by the department and federal auditors, pursuant to 45 CFR, Part 74.24(a),(b), and (d), shall have full access to and the right to examine any of said records and documents during said retention period.

E. Monitoring

1. To provide progress reports, including data reporting requirements as specified in Attachment I. These reports will be used for monitoring progress or performance of the contractual services as specified in Attachment I.
2. To provide access to, or to furnish whatever information is necessary to effect this monitoring.
3. To permit the department to monitor the aforementioned service program operated by the provider or subcontractor or assignee according to applicable regulations of the state and federal governments. Said monitoring will include access to all client records.

F. Indemnification

To be liable for, and to indemnify, defend, and hold the department harmless, to the extent allowed by law, from all claims, suits, judgments, or damages, including court costs and attorneys' fees, arising out of the negligent acts or omissions of the provider in the course of the operation of this contract. Nothing herein is intended to serve as a waiver of sovereign immunity by any provider to which sovereign immunity may be applicable. Nothing herein shall be construed as consent by a state agency or political subdivision of the State of Florida to be sued by third parties in any matter arising out of any contract.

G. Insurance

To provide adequate liability insurance coverage on a comprehensive basis at all times during the existence of this contract. Upon the execution of this contract, the provider shall furnish the department written verification of the existence of such insurance coverage. If the provider is a county or municipality, the provider shall furnish the department written verification of liability coverage in accordance with Section 768.28(5), Florida Statutes.

H. Safeguarding Information

Not to use or disclose any information concerning a recipient of services under this contract for any purpose not in conformity with the state regulations and federal regulations (45 CFR, Part 205.50), except upon written consent of the recipient, or his responsible parent or guardian when authorized by law.

I. Client Information

To submit management, program, and client identifiable data, as specified by the department in Attachment NA, to the department for inclusion in the HRS Client Information System.

J. Assignments and Subcontracts

To neither assign the responsibility of this contract to another party nor subcontract for any of the work contemplated under this contract without prior written approval of the department. No such approval by the department of any assignment or subcontract shall be deemed in any event or in any manner to provide for the incurrence of any obligation of the

department in addition to the total dollar amount agreed upon in this contract. All such assignments or subcontracts shall be subject to the conditions of this contract (except Section I, Paragraph O) and to any conditions of approval that the department shall deem necessary.

K. Financial Reports

To provide financial reports to the department as specified in Attachment I & II.

L. Return of Funds

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 provider by the department. The provider shall return any overpayment to the department upon discovery of the overpayment. In the event that the department first discovers an overpayment has been made, the department will notify the provider by letter of such a finding. Should repayment not be made in a timely manner, the department will charge interest of one (1) percent per month compounded on the outstanding balance after forty-five (45) days. Days will be counted beginning with the day the amount was booked as a receivable by the department.

M. Unusual Incident Reporting

If services to clients will be provided under this contract, the provider and any subcontractors shall report to the department unusual incidents in a manner prescribed in HRSR 0-10-1.

N. Transportation Disadvantaged

If clients will be transported under this contract, the provider will subcontract with the designated Coordinated Community Transportation Provider, in accordance with the local Memorandum of Agreement, or otherwise comply with the provisions of Chapter 427, Florida Statutes. The provider shall submit to the department the reports required pursuant to Volume 10, Chapter 27, HRS Accounting Procedures Manual.

O. Purchasing

It is expressly understood and agreed that any articles which are the subject of, or are required to carry out this contract shall be purchased from Prison Rehabilitative Industries and Diversified Enterprises, Inc. (PRIDE) identified under Chapter 946, Florida Statutes, in the same manner and under the procedures set forth in Section 946.515(2),(4), Florida Statutes. For purposes of this contract, the person, firm, or other business entity carrying out the provisions of this contract shall be deemed to be substituted for this agency insofar as dealings with PRIDE. This clause is not applicable to any subcontractors, unless otherwise required by law.

P. Civil Rights Certification

The provider gives 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 provider agrees to complete the Civil Rights Compliance Questionnaire, HRS Forms 946 A and B, if so requested by the department.

The provider 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 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 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.
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 provider 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 provider, its successors, transferees, and assignees for the period during which such assistance is provided. The provider 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 provider 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.

Q. Requirements of Section 287.058, Florida Statutes

1. To submit bills for fees or other compensation for services or expenses in sufficient detail for a proper pre-audit and post-audit thereof.
2. Where applicable, to submit bills for any travel expenses in accordance with Section 112.061, Florida Statutes. The department may establish rates lower than the maximum provided in Section 112.061.
3. To provide units of deliverables, including reports, findings, and drafts as specified in Attachment I, to be received and accepted by the contract manager prior to payment.
4. To comply with the criteria and final date by which such criteria must be met for completion of this contract as specified in Section III, Paragraph A.2 of this contract.
5. To allow public access to all documents, papers, letters, or other materials subject to the provisions of Chapter 119, Florida Statutes, and made or received by the provider in conjunction with this contract. It is expressly understood that substantial evidence of the provider's refusal to comply with this provision shall constitute a breach of contract.

R. Withholdings and Other Benefits

1. The provider is responsible for Social Security and Income Tax withholdings.
2. The provider is not entitled to state retirement or leave benefits except where the provider is a state agency.

3. Unless justified by the provider and agreed to by the department in Attachment I, Special Provisions, Section D, the department will not furnish services of support normally available to career services employees (e.g., office space, office supplies, telephone service, secretarial, or clerical support).

5.

As required by Section 286.25, Florida Statutes, when sponsoring a program financed wholly or in part by department funds, including any funds obtained through this contract, the provider assures that all notices, informational pamphlets, press releases, advertisements, descriptions of the sponsorship of the program, research reports, and similar public notices prepared and released by the provider shall include the statement:

"Sponsored by The Nassau County Board of County Commissioners

PROVIDER

and the State of Florida, Department of Health and Rehabilitative Services". If the sponsorship reference is in written material, the words "State of Florida, Department of Health and Rehabilitative Services" shall appear in the same size letters or type as the name of the organization.

1.

Physician, Dentist, or Chiropractor Services

If this contract and/or any subcontract resulting therefrom involve engaging, as part of the provider's full or part-time staff, a physician, dentist, or chiropractor required to be licensed pursuant to Chapters 458, 466, and 460, Florida Statutes, respectively, the provider or subcontractor(s) will conduct a background investigation on each individual, prior to hiring such individual, or if already hired, prior to the execution of this contract or subcontract. The background investigation shall include contact with the Florida Department of Professional Regulation (DPR) to ensure that:

1. The physician, dentist, or chiropractor has a current license to practice in Florida with no restrictions which would preclude the carrying out of assigned duties and responsibilities.

2. The physician, dentist, or chiropractor has no record of having been disciplined (i.e., license suspended or revoked, censured, penalized/fined, or placed on probation) in Florida or any other state.

The provider and/or subcontractor(s) shall submit documentation of the background investigation substantiating the above conditions to the contract manager and shall obtain departmental approval prior to hiring or otherwise continuing to engage the services of a physician, dentist, or chiropractor. The documentation requirement shall be met in all cases regardless of the fact that the individual has a clean, clear, unblemished disciplinary record. Failure to comply with this provision will constitute a breach of contract.

II.

The Department Agrees:

A.

Contract Amount

To pay for contracted services according to the conditions of Attachment I in an amount not to exceed \$ 4,015, subject to the availability of funds. The State of Florida's performance and obligation to pay under this contract is contingent upon an annual appropriation by the Legislature. The costs of services paid under any other contract or from any other source are not eligible for reimbursement under this contract.

B.

Contract Payment

Pursuant to Section 215.422, Florida Statutes, on receipt of an invoice and receipt, inspection, and approval of the goods or services, the department shall file the invoice with

the Comptroller within fifteen (15) days. If the payment of the invoice is not mailed by the department to the vendor within forty-five (45) days after receipt of the invoice and receipt, inspection, and approval of the goods and services, the department will pay the vendor, in addition to the amount of the invoice, interest at a rate of one (1) percent per month, or portion thereof, on the unpaid balance from the expiration of such forty-five (45) day period until such time as the warrant is mailed to the vendor. Exceptional circumstances as defined in Section 215.422(2), Florida Statutes, may permit the deadline for payment to be revised.

III. The Provider and Department Mutually Agree:

A. Effective Date

1. This contract shall begin on July 1, 1989 or on the date on which the contract has been signed by both parties, whichever is later.
2. This contract shall end on June 30, 1990.

B. Termination

1. Termination at Will

This contract may be terminated by either party upon no less than thirty (30) days notice, without cause. Said notice shall be delivered by certified mail, return receipt requested, or in person with proof of delivery.

2. Termination Because of Lack of Funds

In the event funds to finance this contract become unavailable, the department may terminate the contract upon no less than twenty-four (24) hours notice in writing to the provider. Said notice shall be delivered by certified mail, return receipt requested, or in person with proof of delivery. The department shall be the final authority as to the availability of funds.

3. Termination for Breach

Unless the provider's breach is waived by the department in writing, the department may, by written notice to the provider, terminate this contract upon no less than twenty-four (24) hours notice. Said notice shall be delivered by certified mail, return receipt requested, or in person with proof of delivery. If applicable, the department may employ the default provisions in Chapter 13A-1, Florida Administrative Code. Waiver of breach of any provisions of this contract shall not be deemed to be a waiver of any other breach and shall not be construed to be a modification of the terms of this contract. The provisions herein do not limit the department's right to remedies at law or to damages.

C. Notice and Contact

The name and address of the contract manager for the department for this contract is: Tony G. Kirk, Program Administrator, CSE, P. O. Box 52239, 111 Coastline Dr., Jax., FL.
 The representative of the provider responsible for administration of the program under this contract is Chairman, Nassau County Board of County Commissioners. 32201
 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.

D. Renegotiation or Modification

1. Modifications of provisions of this contract shall only be valid when they have been reduced to writing and duly signed. The parties agree to renegotiate this contract if federal and/or state revisions of any applicable laws, or regulations make changes in this contract necessary.
2. The rate of payment and the total dollar amount may be adjusted retroactively to reflect price level increases and changes in the rate of payment when these have been established through the appropriations process and subsequently identified in the department's operating budget.

E. Name, Mailing and Street Address of Payee

1. The name and mailing address of the official payee to whom the payment shall be made:
Nassau County Board of County Commissioners
P. O. Box 1010, Fernandina Beach, FL 32034
2. The name of the contact person and street address where financial and administrative records are maintained:
Cathy Lewis, Finance Director, P. O. Box 456,
416 Centre St., Fernandina Beach, FL 32034

F. All Terms and Conditions Included

This contract and its attachments as referenced, (Attachment I, Parts
A, B, C, and D, and Attachment II),
contain all the terms and conditions agreed upon by the parties.

IN WITNESS THEREOF, the parties hereto have caused this 16 page contract to be executed by their undersigned officials as duly authorized.

PROVIDER

Nassau County Board
of County Commissioners

SIGNED BY: NAME: James TestoneTITLE: ChairmanDATE: May 23, 1989**STATE OF FLORIDA, DEPARTMENT OF
HEALTH AND REHABILITATIVE SERVICES**SIGNED BY: NAME: Thomas W. WeinbergTITLE: Deputy District AdministratorDATE: 6/14/89**FEDERAL ID NUMBER:**

(or SS Number for an individual)

59-186-3042**STATE AGENCY 29 DIGIT SAMAS CODE:**

(for journal transfer only)

PROVIDER FISCAL YEAR ENDING DATE:September 30th

CHILD SUPPORT ENFORCEMENT
CONTRACT FOR SERVICE OF
PROCESS WITH SHERIFF'S
DEPARTMENT

ATTACHMENT 1

PART A

SERVICES TO BE PROVIDED

Under this contract the county agrees:

I. Services

1. The sheriff shall 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. The sheriff shall 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. The sheriff is 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.

4. Under the provisions of the law and the terms of this contract, the sheriff is required to serve the following:

- a. Summonses and complaints
- b. Subpoenas except witness subpoenas
- c. Orders to show cause
- d. Contempt notice to appear
- e. Default order and judgement (when courts order to be served by the sheriff)
- f. Notice to absent parent for deemed Income Deduction Order

ATTACHMENT 1

PART C

CONTRACT FOR SERVICE OF PROCESS WITH
LOCAL GOVERNMENTMETHOD 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 \$ 4,015 for expenditures made in accordance with the attached Reimbursement Flow Chart (Attachment 1, Exhibit A), 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 for reimbursement shall be made on a form provided by the department or an equivalent form developed by the sheriff containing a listing of all Title IV-D cases submitted to the sheriff during the reporting period with a certification by the sheriff that services have been attempted and/or perfected. 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.

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 Child Support Enforcement units.

4. Any payment due for services under this contract shall be submitted in detail for a proper preaudit and postaudit.

5. The sheriff shall maintain copies of the request for service as required for postaudit.

ATTACHMENT 1

PART D

SPECIAL PROVISIONS

1. Area of Service

The services required of the county and sheriff 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 of application. To this end, the provisions of this contract are declared to be severable.

3. 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 all parties agree that reimbursement by the department shall be at the new prevailing rate of FFP. Notification of the change of FFP and its effective date will be reduced to writing and said notification shall be attached to the original contract.

4. Services to be performed by the Department

a. To clearly identify all Title IV-D child support enforcement cases referred directly to the sheriff for which service of process is requested.

b. To provide directly to the sheriff the best known address where the person may be served.

c. To promptly reimburse the sheriff for service of process services.

5. Project Independence

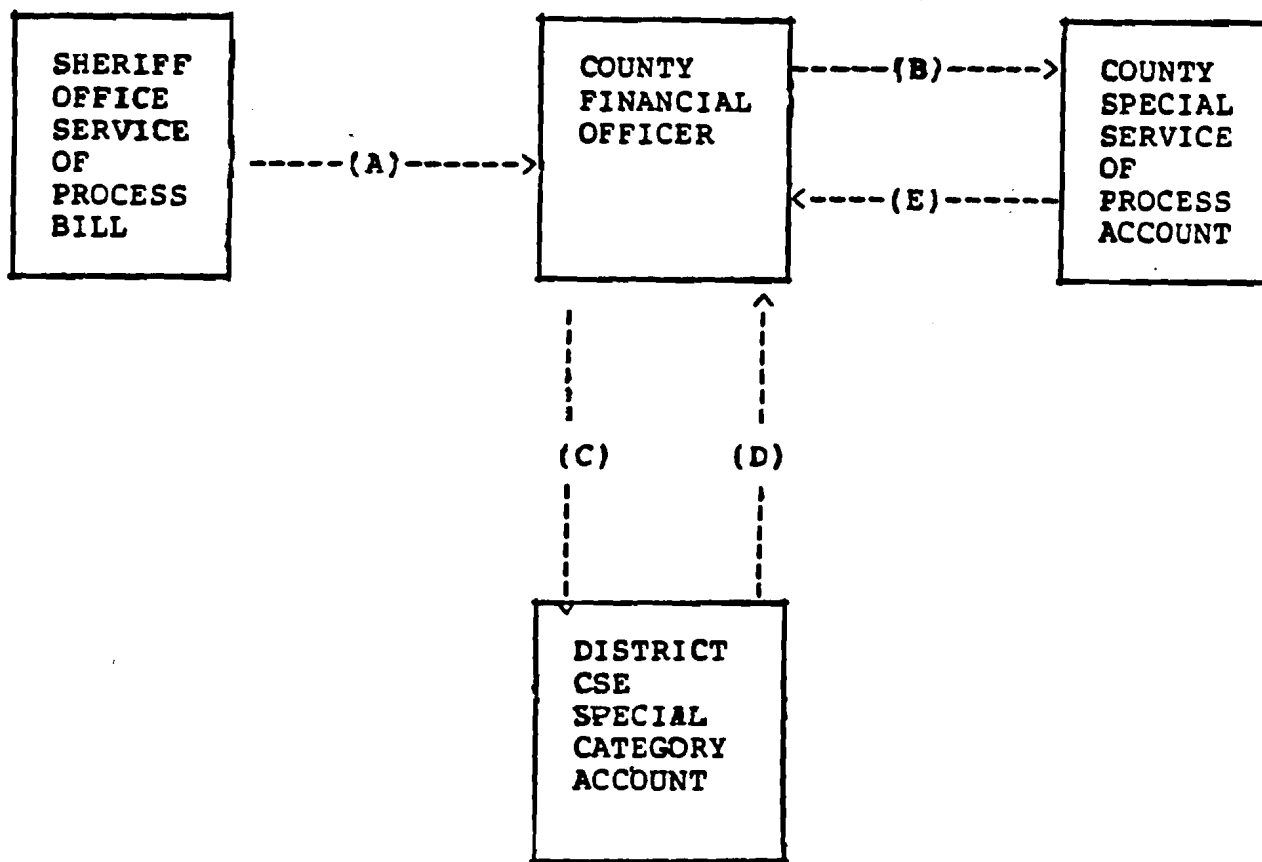
a. The department has implemented Project Independence, an initiative to assist public assistance recipients to enter and remain in gainful employment. Employment of Project Independence participants is a mutually beneficial goal for the contractor and the department in that it provides qualified entry level employees needed by many contractors and provides substantial savings to the citizens of Florida.

b. The contractor or its agent agree to notify the department of entry level employment opportunities associated with this contract that require a high school education or less. The department will provide information to the contractor identifying Project Independence clients that are referred to the contractor. In the event that the contractor or its agent employs a person who was referred by the department's Project Independence office, the contractor will notify the department.

ATTACHMENT 1

EXHIBIT A

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 Child Support Enforcement supervisor requesting that the prevailing rate of Federal Financial Participation of the total cost be reimbursed.

(D). The district Child Support Enforcement supervisors will process the bill and forward same to the district administrative-services officer who will cause an amount equal to the prevailing rate of federal financial participation 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 the prevailing rate of federal financial participation of the total bill by the department, these funds may also be used as desired by the county.

This attachment is applicable if the provider or grantee, hereinafter referred to as provider, is a local government, university, hospital or other nonprofit entity. The requirements of this attachment shall not apply if the total of all funds received from the department during the provider's fiscal year is less than \$25,000. The provider has "received" funds when it has obtained cash from the department or when it has incurred expenses which will be reimbursed by the department.

The provider agrees to have an annual financial and compliance audit performed by independent auditors in accordance with the current Standards for Audit of Governmental Organizations, Programs, Activities and Functions (the "Yellow Book") issued by the Comptroller General of the United States. Local governments shall comply with Office of Management and Budget (OMB) Circular A-128, Audits of State and Local Governments. Universities, hospitals and other nonprofit providers shall comply with the audit requirements contained in Attachment F of OMB Circular A-110, Grants and Agreements with Institutions of Higher Education, Hospitals, and Other Nonprofit Organizations, except as modified herein. Such audits shall cover the entire organization for the organization's fiscal year, not to exceed 12 months. The scope of audits performed need include only the financial and compliance requirements of the "Yellow Book", and may disregard those related solely to economy and efficiency or to program results. An audit performed by the Florida Auditor General shall satisfy the above requirements.

Compliance findings related to contracts with the department shall be based on the contract requirements, including any rules, regulations, or statutes referenced in the contract. Liabilities due to the department, because of unexpended funds or because funds were not expended in accordance with contract terms, shall be calculated and fully disclosed in the audit report. This requirement does not expand the scope of the audit as prescribed by the "Yellow Book".

Audit reports of audits performed by independent auditors other than the Florida Auditor General shall include, in addition to the basic financial statements: (a) a detailed schedule of all revenues identified by source, such as individual contracts by contract number, client fees, and private donations; and, (b) a schedule of functional expenses which presents line item expenditures such as salaries, travel and supplies by program services and supporting services, with the portion of total supporting services allocable to programs presented as a single line item increasing program services and decreasing supporting services. Where applicable, the audit report shall include a computation showing whether or not matching requirements were met.

Copies of the financial and compliance audit report, management letter, and all other correspondence related to the audit, if any, of audits performed by independent auditors, other than the Florida Auditor General, shall be submitted within 120 days after the end of the provider's fiscal year, unless otherwise required by Florida Statutes, to both:

- a. Office of Audit and Quality Control Services
1317 Winewood Boulevard, Building 3, Room 219
Tallahassee, Florida 32399-0700
- b. Contract manager for the department

The provider shall ensure that audit working papers are made available to the department, or its designee, upon request for a period of five years from the date the audit report is issued, unless extended in writing by the department.

7/1/89



STATE OF FLORIDA
DEPARTMENT OF HEALTH AND REHABILITATIVE SERVICES

Child Support Enforcement Unit
111 Coastline Dr., E., Rm. 212
P. O. Box 52239
Jacksonville, FL. 32201-2239
Telephone: (904) 359-6735
June 29, 1988

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

RE: Service of Process
Contract for FY '88 - '89

Dear Mr. Pickett:

Attached for your files are a copy of signed Memorandum of Negotiation and a copy of the executed contract for Service of Process for FY '88 - '89. If you have any questions concerning the contract, please feel free to contact me at 359-6735.

Sincerely,

A handwritten signature in cursive script, appearing to read "Tony G. Kirk".

Tony G. Kirk
CSE Program Manager

Attachment



STATE OF FLORIDA
DEPARTMENT OF HEALTH AND REHABILITATIVE SERVICES

Child Support Enforcement Unit
111 Coastline Dr., E., Rm. 212
P. O. Box 52239
Jacksonville, Fl. 32201-2239
Phone: (904) 359-6735

4DASCE

SUBJECT: Memorandum of Negotiation

The below indicated representatives of the Department of Health and Rehabilitative Services and the Chairman, Board of County Commissioners, Nassau County in renewing their contract for Service of Process in Title IV-D cases have agreed to the following points:

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 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.
4. Attempt to serve process within five working days of receipt of the request.
5. Attempt to serve process on respondent during employment hours at the respondent's place of employment.
6. Attempt to serve process on respondent at respondent's residence, outside employment hours, when resident's address is given.
7. 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 (FFP), which is currently 68%.

DISTRICT FOUR

BOB MARTINEZ, Governor

GREGORY L. COLER, Secretary

8. This contract shall begin on July 1, 1988, or the date on which the contract is signed by both parties, whichever is later.

9. This contract shall end on June 30, 1989.

10. Subject to the terms of this contract and the provisions of CFR Part 74, the department shall reimburse the county for no more than a total dollar amount of \$4007.00 for expenditures made in accordance with this contract. This is based on an estimated 491 services of processes per month reimbursed at \$ 8.16 per service.

Tony G. Kirk
Tony G. Kirk
Contract Manager
Department of Health and
Rehabilitative Services

DATE: May 6, 1988

Charles A. Pickett
Chairman, Nassau County
Board of County
Commissioners or his
Designee

DATE: May 24, 1988

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 I.

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 I.

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, and provide access to, or furnish all information needed to effect such monitoring.

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. The county shall return any overpayment to the department upon discovery of the overpayment. In the event that the department first discovers that an overpayment has been made, the department will notify the county by letter of such findings. Should repayment not be made in a timely manner, the department will charge interest of 1% per month compounded on the outstanding balance after 45 days. Days will be counted beginning with the day the amount was booked as a receivable by 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 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.

N. Purchasing

It is expressly understood and agreed that any articles which are the subject of, or required to carry out this contract shall be purchased from Prison Rehabilitative Industries and Diversified Enterprises, Inc. (PRIDE) identified under Chapter 946, F.S., in the same manner and under the procedures set forth in Section 946.515(2),(4) F.S.; and for purposes of this contract the person, firm, or other business entity carrying out the provisions of this contract shall be deemed to be substituted for the department insofar as dealings with PRIDE. (This clause is not applicable to subcontracts). No non-expendable property may be purchased under the terms of this contract.

O. Unusual Incident Reporting

To report to the department, specifically the contract manager, any unusual event involving recipients of services that is likely to place the department at risk, generate adverse public reaction, and/or require the direct intervention of department senior-level management.

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.

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.

3. The State of Florida's performance and obligation to pay under this contract is contingent upon an annual appropriation by the Legislature.

B. Effective Date

1. This contract shall begin on July 1, 1988, or the date on which the contract is signed by both parties, whichever is later.

2. This contract shall end on June 30, 1989.

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. If applicable, the department may employ the default provisions in Chapter 13A-1, Florida Administrative Code.

D. Notice and Contact

The contract manager for the department for this contract is Tony G. Kirk, Sr. 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. Notification of the change of FFP and its effective date will be reduced to writing and said notification shall be attached to the original contract.

H. Attachments Provision

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

07/01/88

I. All Terms and Conditions Included in Contract

This contract contains all the terms and conditions agreed upon by the parties. 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 WHEREOF, the parties hereto have caused this fourteen (14) page contract which includes ATTACHMENT I, PARTS A, B, C, D and E, and ATTACHMENT II, to be executed by their officials thereunto duly authorized.

BOARD OF COUNTY COMMISSIONERS
Nassau COUNTY, FLORIDA

SIGNATURE: Charles A. Pickett

NAME: Charles A. Pickett

TITLE: Chairman

DATE: May 24, 1988

FEDERAL ID NUMBER

59-186-3042

STATE OF FLORIDA, DEPARTMENT
OF HEALTH AND REHABILITATIVE
SERVICES

SIGNATURE: Thomas W. Weinberg

NAME: Thomas W. Weinberg

TITLE: DEPUTY

DISTRICT ADMINISTRATOR

DATE: 6/13/88

ATTACHMENT I

PART A

CHILD SUPPORT ENFORCEMENT
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 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 I

PART B

CHILD SUPPORT ENFORCEMENT
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 respondent's place of employment.
3. Attempt to serve process on respondent at respondent's residence, outside employment hours, when resident's address is given.

ATTACHMENT I

PART C

CHILD SUPPORT ENFORCEMENT
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. The invalidity of any provision on application thereof shall be documented and recorded in writing.

3. Financial and Compliance Audits

If this contract contains over \$25,000 in funds, the county will have an annual financial and compliance audit performed by an independent auditor per specifications outlined in Attachment II.

4. As specified in Attach. I. Part D # 4. bills for fees or other compensation for services or expenses will be submitted in detail sufficient for a proper pre-audit and post-audit thereof.

5. If applicable, bills for any travel expenses must be submitted in accordance with S. 112.061. The department may establish rates lower than the maximum provided in S. 112.061.

6. Units of deliverables, including reports, findings and drafts must be received and accepted by the contract manager prior to payment are specified in Attach. I. Part A. # 2.

7. The criteria and final date by which such criteria must be met for completion of this contract are specified in Section III, paragraph A and B.

ATTACHMENT I

PART D

CHILD SUPPORT ENFORCEMENT
 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 \$4007.00 for expenditures made in accordance with the attached Reimbursement Flow Chart (ATTACHMENT I, 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 at the prevailing rate of federal financial participation (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.

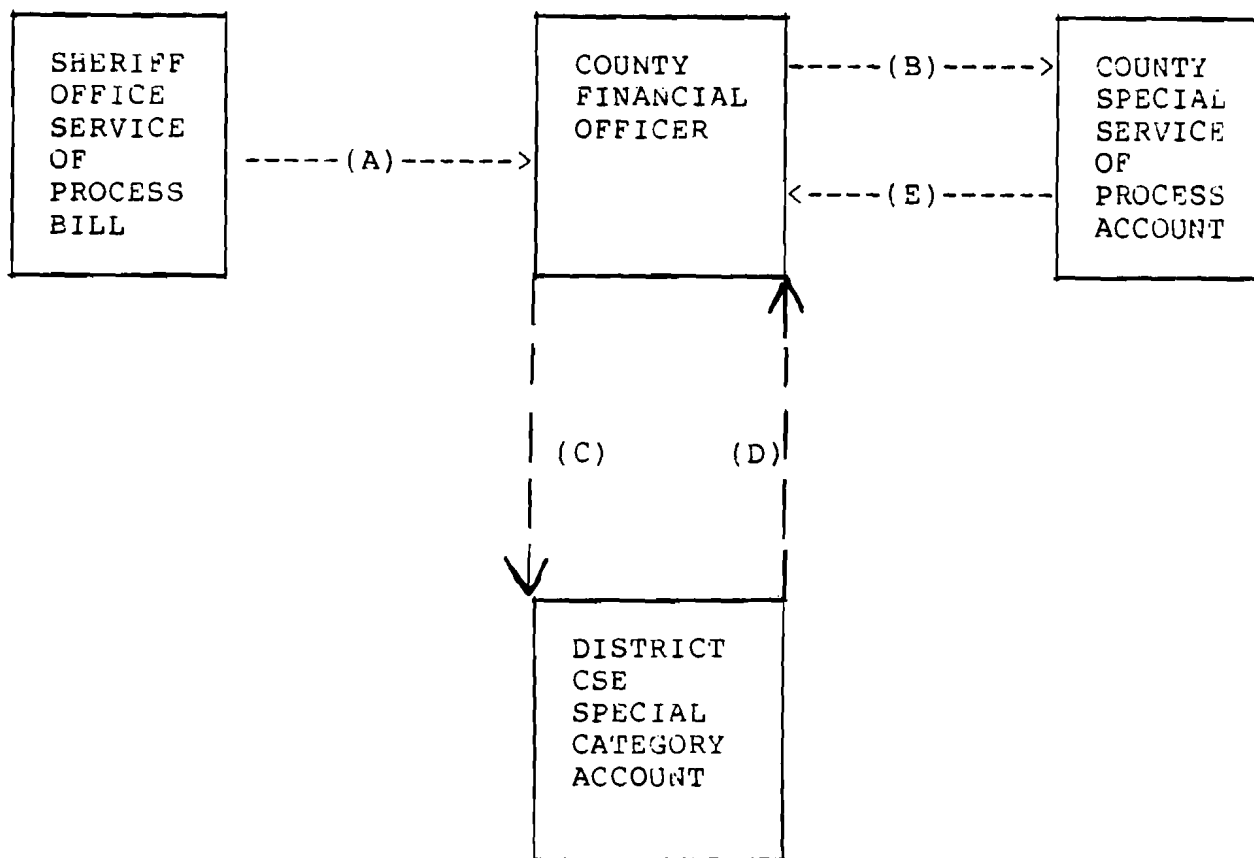
3. If the court orders the absent parent to pay for the service, the payment should be to the county who will retain (32%) of the payment and use the remainder to reduce the total service of process bill to the department for the month in which the absent parent actually made the payment. The bill must show the names of all absent parents who made payments so that costs records can be updated by district Child Support Enforcement 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 Child Support Enforcement supervisor requesting that the prevailing rate of Federal Financial Participation of the total cost be reimbursed.

01/01/80
(D). The district Child Support Enforcement supervisors will process the bill and forward same to the district administrative services officer who will cause an amount equal to the prevailing rate of federal financial participation 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 the prevailing rate of federal financial participation of the total bill by the department, these funds may also be used as desired by the county.

FINANCIAL AND COMPLIANCE AUDITS

Attachment II

This attachment is applicable if the provider is a state or local government, university, hospital or other nonprofit entity. It shall not apply if the total of all funds received or earned during the provider's fiscal year from contracts with the department is less than \$25,000. The provider has "received" funds when it has obtained cash from the department or when it has incurred expenses which will be reimbursed by the department. Governmental providers only may determine funds "received" in a manner consistent with their method of accounting.

The provider agrees to have an annual financial and compliance audit performed by independent auditors in accordance with the current Standards for Audit of Governmental Organizations, Programs, Activities and Functions (the "Yellow Book") issued by the Comptroller General of the United States. State and local governments shall comply with Office of Management and Budget (OMB) Circular A-128, "Audits of State and Local Governments". Universities, hospitals and other nonprofit providers shall comply with the audit requirements contained in Attachment F of OMB Circular A-110, "Grants and Agreements with Institutions of Higher Education, Hospitals, and Other Nonprofit Organizations", except as modified herein. Such audits shall cover the entire organization for the organization's fiscal year. The scope of audits performed need include only the financial and compliance requirements of the "Yellow Book", and may disregard those related solely to economy and efficiency or to program results.

- . Compliance findings related to contracts with the department shall be based on the contract requirements, including any rules, regulations, or statutes referenced in the contract. Liabilities due to the department because of unexpended funds or because funds were not expended in accordance with contract terms shall be calculated and fully disclosed in the audit report. This requirement does not expand the scope of the audit as prescribed by the "Yellow Book". In addition to the basic financial statements, the audit report shall include: (a) a detailed schedule of all revenues identified by source, such as individual contracts by contract number, client fees, and private donations and (b) a schedule of functional expenses which presents line item expenditures such as salaries, travel and supplies by program services and supporting services, with the portion of total supporting services allocable to programs presented as a single line item increasing program services and decreasing supporting services. Where applicable, the audit report shall include a computation showing whether or not matching requirements were met.

The provider shall ensure that audit working papers are made available to the department or its designee upon request for a period of five years from the date the audit report is issued unless extended in writing by the department.

Unless otherwise required by Florida Statutes, copies of the financial and compliance audit report and management letter, if any, shall be submitted within 120 days after the end of the provider's fiscal year to both

- a. Office of Audit and Quality Control Services
Building 3, Room 219
1317 Winewood Boulevard
Tallahassee, Florida 32399-0700
- b. Contract manager for the department



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

Gene R. Blackwelder
Hazel Jones
John F. Claxton
James E. Testone
Charles A. Pickett

Dist. No. 1 Fernandina Beach
Dist. No. 2 Fernandina Beach
Dist. No. 3 Yulee
Dist. No. 4 Hilliard
Dist. No. 5 Callahan

June 1, 1988

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

MICHAEL S. MULLIN
County Attorney

Mr. Tony Kirk
Senior Human Services Program Manager
State of Florida
Department of Health & Rehabilitative Services
Child Support Enforcement Unit
111 Coastline Drive, E., Room 212
Post Office Box 52239
Jacksonville, FL 32201-2239

Dear Mr. Kirk:

Attached please find the FY 88-89 Service of Process contracts which have been executed by our Chairman of the Board on May 24, 1988.

We have received your revised pages 3-4 and 10-11 and have changed these contracts accordingly.

After these contracts have been fully executed, we would appreciate receiving an original Service of Process contract and Memorandum of Negotiation for our files.

If we can be of any further assistance, do not hesitate in contacting our office.

Sincerely,

A handwritten signature in cursive script, appearing to read "T. J. Greeson".

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

TJG:jb

Enclosures



STATE OF FLORIDA
DEPARTMENT OF HEALTH AND REHABILITATIVE SERVICES

Child Support Enforcement Unit
111 Coastline Dr., E., Rm. 212
P. O. Box 52239
Jacksonville, Fl. 32201-2239
Phone: (904) 359-6735
May 27, 1988

Chairman
Nassau County Board of County
Commissioners
P. O. Box 456
Fernandina Beach, Fl. 32043

Re: Service of Process
Contract for FY '88-89

Dear Sir:

I truly regret having to inform you that a second error has been found in the core contracts we received from our program office and used for our FY '88-89 Service of Process Contracts. In Attachment I, Part C, Section 3, the word "federal" should be deleted. The correct wording is as follows:

3. Financial and Compliance Audits
If this contract contains over \$25,000.00 in funds....

To correct this error, we have attached four (4) copies of pages 10 and 11 which include the proper wording. Please remove pages 10 and 11 from all four copies of the contract that were previously sent to you and replace them with the attached pages.

Once again, we regret this additional inconvenience and appreciate your continued cooperation.

Sincerely,

Tony G. Kirk, Senior Human
Services Program Manager

TGK/js

Attachments

DISTRICT FOUR

BOB MARTINEZ, Governor

GREGORY L. COLER, Secretary



STATE OF FLORIDA
DEPARTMENT OF HEALTH AND REHABILITATIVE SERVICES

Child Support Enforcement Unit
111 Coastline Dr. E. Rm. 212
P. O. Box 52239
Jacksonville, Fl. 32201-2239
Phone: (904) 359-6735
May 20, 1988

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

RE: Service of Process
Contract for FY '88 - '89

Dear Sir:

We have just been advised that the core contracts we received from our program office and used for our FY '88 - '89 Service of Process contracts have an incorrect statutory reference within the PURCHASING clause. The correct reference should be Section 946.515(2),(4)F.S. To correct this error, attached are four copies of pages 3 and 4 of the contract which include the proper reference on page 4. Please remove pages 3 and 4 from all four copies of the contract that were previously sent to you and replace them with the attached pages.

We regret the inconvenience that this has caused and appreciate your assistance in this matter.

Sincerely,

Tony G. Kirk
for Tony G. Kirk, Senior Human Services
Program Manager

TGK/js

Attachments

✓ Done

DISTRICT FOUR



STATE OF FLORIDA
DEPARTMENT OF HEALTH AND REHABILITATIVE SERVICES

BOARD MEETING

DATE: 5/24

1988

ACTION: 2

INFO: _____

Child Support Enforcement Unit
111 Coastline Dr., E., Rm. 212
P. O. Box 52239
Jacksonville, Fl. 32201-2239
Phone: (904) 359-6735
May 6, 1988

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

RE: Contract Renewal

Dear Sir:

Since the end of the State's fiscal year is approaching, it is time, once again, to begin the contract renewal process. Attached are four (4) copies of the contract for Service of Process between the Department of HRS and the Nassau County Board of County Commissioners for FY 88-89. Also, enclosed are (2) copies of a Memorandum of Negotiation. All six (6) documents need to be signed by the Chairman of the Board of the County Commissioners and returned to this office. Once signed and processed by the Department, an original of each document will be returned for your files.

In order to meet the contract effective date of July 1, 1988, thus ensuring uninterrupted reimbursement for services, all signed documents need to be received in this office no later than Tuesday, May 31, 1988.

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

Sincerely,

Tony G. Kirk
Senior Human Services
Program Manager

Atch.

cc: Gail Spruill, 4DASG
Shirley Holmes, OPCSE

DISTRICT FOUR



STATE OF FLORIDA
DEPARTMENT OF HEALTH AND REHABILITATIVE SERVICES

Child Support Enforcement Unit
111 Coastline Dr., E., Rm. 212
P. O. Box 52239
Jacksonville, Fl. 32201-2239
Phone: (904) 359-6735

4DASCE

SUBJECT: Memorandum of Negotiation

The below indicated representatives of the Department of Health and Rehabilitative Services and the Chairman, Board of County Commissioners, Nassau County in renewing their contract for Service of Process in Title IV-D cases have agreed to the following points:

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 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.
4. Attempt to serve process within five working days of receipt of the request.
5. Attempt to serve process on respondent during employment hours at the respondent's place of employment.
6. Attempt to serve process on respondent at respondent's residence, outside employment hours, when resident's address is given.
7. 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 (FFP), which is currently 68%.

DISTRICT FOUR

BOB MARTINEZ, Governor

GREGORY L. COLER, Secretary

8. This contract shall begin on July 1, 1988, or the date on which the contract is signed by both parties, whichever is later.

9. This contract shall end on June 30, 1989.

10. Subject to the terms of this contract and the provisions of CFR Part 74, the department shall reimburse the county for no more than a total dollar amount of \$4007.00 for expenditures made in accordance with this contract. This is based on an estimated 491 services of processes per month reimbursed at \$ 8.16 per service.

Tony G. Kirk
Tony G. Kirk
Contract Manager
Department of Health and
Rehabilitative Services

DATE: May 6, 1988

Charles A. Pickett
Chairman, Nassau County
Board of County
Commissioners or his
Designee

DATE: May 24, 1988

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 I.

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 I.

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, and provide access to, or furnish all information needed to effect such monitoring.

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. The county shall return any overpayment to the department upon discovery of the overpayment. In the event that the department first discovers that an overpayment has been made, the department will notify the county by letter of such findings. Should repayment not be made in a timely manner, the department will charge interest of 1% per month compounded on the outstanding balance after 45 days. Days will be counted beginning with the day the amount was booked as a receivable by 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 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.

N. Purchasing

It is expressly understood and agreed that any articles which are the subject of, or required to carry out this contract shall be purchased from Prison Rehabilitative Industries and Diversified Enterprises, Inc. (PRIDE) identified under Chapter 946, F.S., in the same manner and under the procedures set forth in Section 946.515(2),(4) F.S.; and for purposes of this contract the person, firm, or other business entity carrying out the provisions of this contract shall be deemed to be substituted for the department insofar as dealings with PRIDE. (This clause is not applicable to subcontracts). No non-expendable property may be purchased under the terms of this contract.

O. Unusual Incident Reporting

To report to the department, specifically the contract manager, any unusual event involving recipients of services that is likely to place the department at risk, generate adverse public reaction, and/or require the direct intervention of department senior-level management.

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.
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.
3. The State of Florida's performance and obligation to pay under this contract is contingent upon an annual appropriation by the Legislature.

B. Effective Date

1. This contract shall begin on July 1, 1988, or the date on which the contract is signed by both parties, whichever is later.
2. This contract shall end on June 30, 1989.

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. If applicable, the department may employ the default provisions in Chapter 13A-1, Florida Administrative Code.

D. Notice and Contact

The contract manager for the department for this contract is Tony G. Kirk, Sr. 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. Notification of the change of FFP and its effective date will be reduced to writing and said notification shall be attached to the original contract.

H. Attachments Provision

ATTACHMENT I, PARTS A, B, C, D and E, and ATTACHMENT II, 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. 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 fourteen (14) page contract which includes ATTACHMENT I, PARTS A, B, C, D and E, and ATTACHMENT II, 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

SIGNATURE: Charles A. Pickett

SIGNATURE: _____

NAME: Charles A. Pickett

NAME: Thomas W. Weinberg

TITLE: Chairman

TITLE: District Manager for
Administrative Services

DATE: May 24, 1988

DATE: _____

FEDERAL ID NUMBER

59-186-3042

ATTACHMENT I

PART A

CHILD SUPPORT ENFORCEMENT
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 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 I

PART B

CHILD SUPPORT ENFORCEMENT
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 respondent's place of employment.
3. Attempt to serve process on respondent at respondent's residence, outside employment hours, when resident's address is given.

ATTACHMENT I

PART C

CHILD SUPPORT ENFORCEMENT
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. The invalidity of any provision on application thereof shall be documented and recorded in writing.

3. Financial and Compliance Audits

If this contract contains over \$25,000 in funds, the county will have an annual financial and compliance audit performed by an independent auditor per specifications outlined in Attachment II.

4. As specified in Attach. I. Part D # 4. bills for fees or other compensation for services or expenses will be submitted in detail sufficient for a proper pre-audit and post-audit thereof.

5. If applicable, bills for any travel expenses must be submitted in accordance with S. 112.061. The department may establish rates lower than the maximum provided in S. 112.061.

6. Units of deliverables, including reports, findings and drafts must be received and accepted by the contract manager prior to payment are specified in Attach. I. Part A. # 2.

7. The criteria and final date by which such criteria must be met for completion of this contract are specified in Section III, paragraph A and B.

ATTACHMENT I

PART D

CHILD SUPPORT ENFORCEMENT
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 \$ 4007.00 for expenditures made in accordance with the attached Reimbursement Flow Chart (ATTACHMENT I, 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 at the prevailing rate of federal financial participation (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.

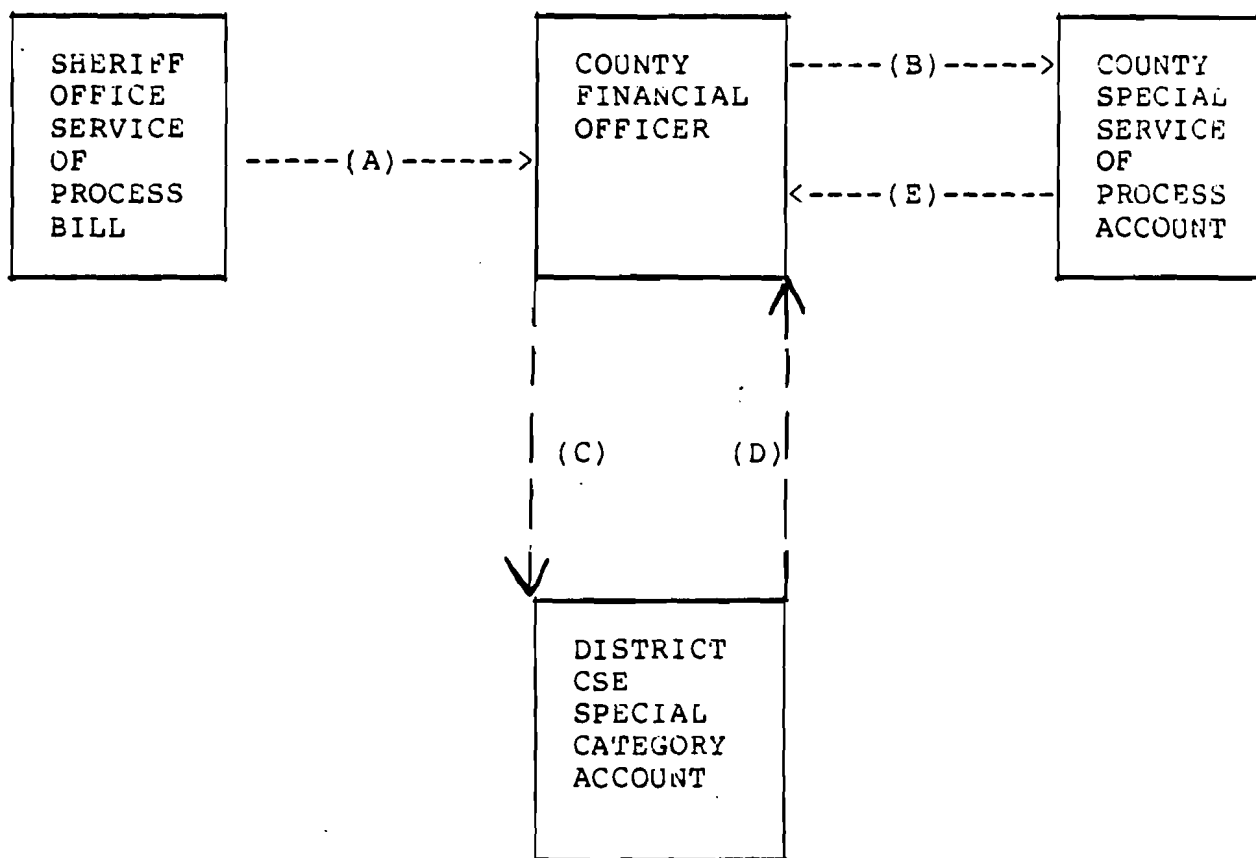
3. If the court orders the absent parent to pay for the service, the payment should be to the county who will retain (32%) of the payment and use the remainder to reduce the total service of process bill to the department for the month in which the absent parent actually made the payment. The bill must show the names of all absent parents who made payments so that costs records can be updated by district Child Support Enforcement 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 Child Support Enforcement supervisor requesting that the prevailing rate of Federal Financial Participation of the total cost be reimbursed.

(D). The district Child Support Enforcement supervisors will process the bill and forward same to the district administrative services officer who will cause an amount equal to the prevailing rate of federal financial participation 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 the prevailing rate of federal financial participation of the total bill by the department, these funds may also be used as desired by the county.

Attachment II

This attachment is applicable if the provider is a state or local government, university, hospital or other nonprofit entity. It shall not apply if the total of all funds received or earned during the provider's fiscal year from contracts with the department is less than \$25,000. The provider has "received" funds when it has obtained cash from the department or when it has incurred expenses which will be reimbursed by the department. Governmental providers only may determine funds "received" in a manner consistent with their method of accounting.

The provider agrees to have an annual financial and compliance audit performed by independent auditors in accordance with the current Standards for Audit of Governmental Organizations, Programs, Activities and Functions (the "Yellow Book") issued by the Comptroller General of the United States. State and local governments shall comply with Office of Management and Budget (OMB) Circular A-128, "Audits of State and Local Governments". Universities, hospitals and other nonprofit providers shall comply with the audit requirements contained in Attachment F of OMB Circular A-110, "Grants and Agreements with Institutions of Higher Education, Hospitals, and Other Nonprofit Organizations", except as modified herein. Such audits shall cover the entire organization for the organization's fiscal year. The scope of audits performed need include only the financial and compliance requirements of the "Yellow Book", and may disregard those related solely to economy and efficiency or to program results.

Compliance findings related to contracts with the department shall be based on the contract requirements, including any rules, regulations, or statutes referenced in the contract. Liabilities due to the department because of unexpended funds or because funds were not expended in accordance with contract terms shall be calculated and fully disclosed in the audit report. This requirement does not expand the scope of the audit as prescribed by the "Yellow Book". In addition to the basic financial statements, the audit report shall include: (a) a detailed schedule of all revenues identified by source, such as individual contracts by contract number, client fees, and private donations and (b) a schedule of functional expenses which presents line item expenditures such as salaries, travel and supplies by program services and supporting services, with the portion of total supporting services allocable to programs presented as a single line item increasing program services and decreasing supporting services. Where applicable, the audit report shall include a computation showing whether or not matching requirements were met.

The provider shall ensure that audit working papers are made available to the department or its designee upon request for a period of five years from the date the audit report is issued unless extended in writing by the department.

Unless otherwise required by Florida Statutes, copies of the financial and compliance audit report and management letter, if any, shall be submitted within 120 days after the end of the provider's fiscal year to both

- a. Office of Audit and Quality Control Services
Building 3, Room 219
1317 Winewood Boulevard
Tallahassee, Florida 32399-0700
- b. Contract manager for the department



STATE OF FLORIDA
DEPARTMENT OF HEALTH AND REHABILITATIVE SERVICES

Child Support Enforcement Unit
Richard P. Daniel Bldg., Suite 212
111 Coastline Dr., E., P.O. Box 52239
Jacksonville, Florida 32201-2239
(904) 359-6739

November 30, 1989

James Testone, Chairman
Nassau County Board of
County Commissioners
P. O. Box 1010
Fernandina Beach, Florida 32034

RE: Contract # DEO 76
for Service of Process

Dear Mr. Testone:

Pursuant to attachment 1, Part D (item number 3) of the above referenced contract between the Department and the Nassau County Board of County Commissioners, this is to advise you that the rate of federal financial participation (FFP) has been reduced to 61.6 percent effective October 1, 1989. Accordingly, reimbursement by the Department under this contract has been reduced to \$7.39 per service of process effective that date. Attached for your information is a copy of the memorandum from the federal child support enforcement office which explains the reason for this additional reduction.

Please attach this official notification to the original contract.

Sincerely,

Jean B. Long,
Program Specialist

JBL/lc

DISTRICT FOUR



DEPARTMENT OF HEALTH & HUMAN SERVICES

Family Support Administration
Office Of Child Support Enforcement

Refer to: MD-4A (0 JM ROCSE)

Region IV
Suite 821
101 Marietta Tower
Atlanta, GA 30323

November 9, 1989

REGIONAL REPRESENTATIVE'S MEMORANDUM NO. ROCSE 90-1

TO: Administrators of Child Support Agencies

FROM: Regional Administrator, FSA and
Regional Representative, OCSE

SUBJECT: Title IV-D Federal Financial Participation
(FFP) Rates for Fiscal Year 1990

Under the provisions of the Balanced Budget and Emergency Deficit Control Act of 1985 (Public Law 99-177), the "Gramm-Rudman-Hollings" Act) funds are "sequestered" from the Federal budget in any year that the Federal deficit is expected to exceed previously set limits. This statute contains specific provisions pertaining to the Child Support Enforcement Program that accomplishes the necessary spending reduction through reductions in the Federal financial participation (FFP) rates applicable to title IV-D.

As you know, it has been necessary to implement the sequestration process for fiscal year 1990. Although the Congress is attempting to nullify this action by reducing the Federal deficit below the statutory limits, the possibility remains that a reduction in funding will remain in place throughout the fiscal year.

If the sequestration process results in a permanent reduction in funding for fiscal year 1990, the following FFP rates will be applicable to all expenditures under title IV-D from October 1, 1989 through September 30, 1990, inclusive:

Regular FFP Rate: 61.6 percent
Enhanced FFP Rate: 84.0 percent

ROCSE 90-1
Page 2
November 9, 1989

States have already been issued grant awards for the first quarter of fiscal year 1990 based on expenditure estimates calculated at the 66 and 90 percent FFP rates. Upon their submission of the quarterly report of expenditures for the first quarter, due to be submitted January 30, 1990, the Federal share of expenditures must be calculated at the lower rates. An adjustment to the grant award will be made at that time. The Federal share of expenditures for prior quarter adjustments should continue to be calculated at the FFP rate applicable to the quarter being reported.

Estimates for Federal funding for the second, third and fourth quarters should be submitted using the lower, "sequestered" FFP rates.

Unless it becomes necessary to implement the sequestration process for FY 1991, the title IV-D FFP rates will return to 66 and 90 percent on October 1, 1990.

If you have any questions regarding the above information, please contact your State Financial Management Specialist.

W. Kenneth Jordan
for Suanne Brooks

cc: State Secretaries/Commissioners

DISPOSITION: Retain until superseded



STATE OF FLORIDA
DEPARTMENT OF HEALTH AND REHABILITATIVE SERVICES

Child Support Enforcement Unit
Richard P. Daniel Bldg., Suite 212
111 Coastline Dr., E., P.O. Box 52239
Jacksonville, Florida 32201-2239

February 21, 1990

Mr. James Testone
Nassau County Board of
County Commissioners
P.O. Box 1010
Fernandina Beach, FL 32034

RE: Contract #DEO 76
for Service of Process

Dear Mr. Testone:

Pursuant to Attachment I, Part D (item number 3) of the above referenced contract between the Department and the Nassau County Board of County Commissioners, this is to advise that the rate of federal financial participation (FFP) has been changed to 64.846 percent for the entire period of October 1, 1989 through September 30, 1990. Accordingly, reimbursement by the Department under this contract has been increased to \$7.78 per service of process, effective October 1, 1989. Vouchers which have already been received and processed by this office at a rate different than that listed above will be automatically adjusted by this office to correct the amount of reimbursement authorized.

According to the Regional Representative's Memorandum NO. ROCSE 90-3 dated January 10, 1990, this change represents the final FY 1990 federal financial participation rates for the Child Support Enforcement Program.

Please attach this official notification to the original contract.

Sincerely,

Jean B. Long
Program Specialist

JBL/lc

DISTRICT FOUR