



MEMORANDUM OF NEGOTIATION
FOR
SERVICE OF PROCESS


The below indicated representatives of the Department of Health and Rehabilitative Services and the Nassau County Sheriff's Department, in preparing their contract for Service of Process on Title IV-D cases have agreed to the following points:

1. To promptly attempt service in Nassau County 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 until the sheriff is convinced that the service is not possible, pursuant to Sections 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. To attempt to serve process within five working days of receipt of the request.
5. To attempt to serve process on respondent during employment hours at the respondent's place of employment.
6. To attempt to serve process on respondent at respondent's residence, outside employment hours, when residence address is given.
7. Reimbursement under this contract will be made for original service of process on Title IV-D case actions. The sheriff's department will be reimbursed for service of process in IV-D cases only at the prevailing rate of federal financial participation (FFP), which is currently 66%. In the event FFP is increased or decreased during the term of this contract, all parties agree that reimbursement by the department shall be at the new prevailing rate of FFP.

8. This contract shall begin on July 1st, 1992, or the date on which the contract is signed by both parties, whichever is later.

9. This contract shall end on June 30th, 1993.

10. Subject to the terms of this contract and the provisions of CFR Part 74, the department shall reimburse no more than a total dollar amount of \$4,562.00 for expenditures made in accordance with this contract. This is based on an estimated 576 services of process reimbursed at \$7.92 per service.



Tony G. Kirk
Contract Manager
Department of HRS



Sheriff or His Designee

Date: 5/20/92

Date: 6-16-92