



STATE OF FLORIDA
DEPARTMENT OF HEALTH AND REHABILITATIVE SERVICES

August 18, 1993


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

Dear Chairman Testone:

Attached for your records is one original copy of the executed contract between the Department of Health and Rehabilitative Services and your office for the payment for service of process by the sheriff on Title IV-D child support enforcement actions for State Fiscal Year 93-94.

If you have any questions or we can be of assistance, please feel free to contact this office.

Sincerely,


Jean B. Long
Child Support Enforcement
Program Administrator

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(s) 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/or 45 CFR, Part 92, and other applicable regulations as specified in Attachment I.

2. If this contract contains federal funds and is over \$100,000, the provider shall comply with all applicable standards, orders, or regulations issued under Section 306 of the Clean Air Act, as amended (42 U.S.C. 1857(h) et seq.), Section 508 of the Clean Water Act, as amended (33 U.S.C. 1368 et seq.), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR Part 15). The provider shall report any violations of the above to the department.

3. If this contract contains federal funding in excess of \$100,000, the provider must, prior to contract execution, complete the Certification Regarding Lobbying form, Attachment N/A. If a Disclosure of Lobbying Activities form, Standard Form LLL, is required, it may be obtained from the contract manager. All disclosure forms as required by the Certification Regarding Lobbying form must be completed and returned to the contract manager.

C. Audits and Records

1. To maintain books, records, and documents (including electronic storage media) in accordance with generally accepted 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 reasonable 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 and inventory reports as specified in Attachment I, and other reports as the department may require within the period of this contract. Such reporting requirements must be reasonable given the scope and purpose of this contract.

4. To provide a financial and compliance audit to the department as specified in Attachment II and to ensure that all related party transactions are disclosed to the auditor. Additional audit requirements are specified in Attachment I, Special Provisions, Section N/A.

5. To include these aforementioned audit and record keeping requirements in all approved subcontracts and assignments.

D. Retention of Records

1. To retain all client records, financial records, supporting documents, statistical records, and any other documents (including electronic storage media) 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 92.36(f)(10), shall have full access to and the right to examine any of said records and documents during said retention period or as long as records are retained, whichever is later.

E. Monitoring

1. To provide reports 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 permit persons duly authorized by the department to inspect any records, papers, documents, facilities, goods and services of the provider which are relevant to this contract, and/or interview any clients and employees of the provider to be assured of satisfactory performance of the terms and conditions of this contract. Following such inspection the department will deliver to the provider a list of its comments with regard to the manner in which said goods or services are being provided. The provider will rectify all noted deficiencies provided by the department within the specified period of time set forth in the comments or provide the department with a reasonable and acceptable justification for not correcting the noted shortcomings. The provider's failure to correct or justify within a reasonable time as specified by the department may result in the withholding of payments, being deemed in breach or default, or termination of this contract.

F. Indemnification

If the provider is a state agency or subdivision as defined in section 768.28, Florida Statutes, only No. 2 below is applicable. Other than state agencies or subdivisions refer only to No. 1.

1. The provider agrees to be liable for all claims, suits, judgments, or damages, including court costs and attorney's fees, arising out of the negligent or intentional acts or omissions of the provider, and its agents, subcontractors, and employees, in the course of the operation of this contract. Further, the provider agrees to indemnify the department against all claims, suits, judgments, or damages, including court costs and attorney's fees, arising out of the negligent or intentional acts or omissions of the provider, and its agents, subcontractors, and employees, in the course of the operation of this contract. Also, the provider agrees to defend the department, upon receiving timely written notification from the department, against all claims, suits, judgments, or damages, including costs and attorney's fees, arising out of the negligent or intentional acts or omissions of the provider and its agents, subcontractors, and employees, in the course of the operation of this contract. Where the provider and the department commit joint negligent acts, the provider shall not be liable for nor have any obligation to defend the department with respect to that part of the joint negligent act committed by the department. In no event shall the provider be liable for or have any obligation to defend the department against such claims, suits, judgments, or damages, including costs and attorney's fees, arising out of the sole negligent acts of the department.
2. Any provider who is a state agency or subdivision, as defined in section 768.28, Florida Statutes, agrees to be fully responsible for its negligent acts or omissions or intentional tortious acts which result in claims or suits against the department, and agrees to be liable for any damages proximately caused by said acts or omissions. Nothing herein is intended to serve as a waiver of sovereign immunity by any provider to which sovereign immunity applies. Nothing herein shall be construed as consent by a state agency or subdivision of the State of Florida to be sued by third parties in any matter arising out of any contract. The provider agrees that it is an independent contractor of the department and not an agent or employee.

G. Insurance

1. To provide adequate liability insurance coverage on a comprehensive basis and to hold such liability insurance at all times during the existence of this contract. The provider accepts full responsibility for identifying and determining the type(s) and extent of liability insurance necessary to provide reasonable financial protections for the provider and the clients to be served under this contract. Upon the execution of this contract, the provider shall furnish the department written verification supporting both the determination and existence of such insurance coverage. Such

coverage may be provided by a self-insurance program established and operating under the laws of the State of Florida. The department reserves the right to require additional insurance as specified in Attachment N/A where appropriate.

2. If the provider is a state agency or subdivision as defined by section 768.28, Florida Statutes, the provider shall furnish the department, upon request, written verification of liability protection in accordance with section 768.28, Florida Statutes. Nothing herein shall be construed to extend any party's liability beyond that provided in section 768.28, 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 N/A.

J. Assignments and Subcontracts

1. 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.1.) and to any conditions of approval that the department shall deem necessary.
2. Unless otherwise stated in the contract between the provider and subcontractor, payments made by the provider to the subcontractor must be within seven (7) working days after receipt of full or partial payments from the department in accordance with section 287.0585, Florida Statutes. Failure to pay within seven (7) working days will result in a penalty charged against the provider and paid to the subcontractor in the amount of one-half of one (1) percent of the amount due, per day from the expiration of the period allowed herein for payment. Such penalty shall be in addition to actual payments owed and shall not exceed fifteen (15) percent of the outstanding balance due.

K. Financial Reports

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

L. Return of Funds

1. 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 within forty (40) calendar days after either discovery by the provider, or notification by the department, of the overpayment. In the event that the provider or its independent auditor discovers an overpayment has been made, the provider shall repay said overpayment within forty (40) calendar days without prior notification from the department. 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 (40) calendar days after the date of notification or discovery.

2. For state universities, should repayment not be made within forty (40) calendar days after the date of notification, the department will notify the State Comptroller's Office who will then enact a transfer of the amounts owed from the state university's account to the account of HRS.

M. Incident Reporting**1. Client Risk Prevention**

If services to clients will be provided under this contract, the provider and any subcontractors shall, in accordance with the client risk prevention system, report those reportable situations listed in HRSR 215-6, Paragraph 5, in the manner prescribed in HRSR 215-6 or district operating procedures.

2. Abuse, Neglect and Exploitation Reporting

In compliance with Chapter 415, Florida Statutes, an employee of the provider who knows, or has reasonable cause to suspect, that a child, aged person or disabled adult is or has been abused, neglected, or exploited, shall immediately report such knowledge or suspicion to the central abuse registry and tracking system of the department on the single statewide toll-free telephone number (1-800-96ABJSE).

N. Transportation Disadvantaged

If clients are to be transported under this contract, the provider will comply with the provisions of Chapter 427, Florida Statutes, and Rule Chapter 41-2, Florida Administrative Code. The provider shall submit to the department the reports required pursuant to Volume 10, Chapter 27, HRS Accounting Procedures Manual.

O. Purchasing**1. PRIDE**

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 subsections 946.515(2) and (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 the department insofar as dealings with PRIDE. This clause is not applicable to any subcontractors, unless otherwise required by law. An abbreviated list of products/services available from PRIDE may be obtained by contacting PRIDE's Tallahassee branch office at (904) 487-3774 or SunCom 277-3774.

2. Procurement of Products or Materials with Recycled Content

Additionally, it is expressly understood and agreed that any products or materials which are the subject of, or are required to carry out this contract shall be procured in accordance with the provisions of section 403.7065, Florida Statutes.

P. Civil Rights Requirements**1. Provider Assurance**

The provider 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.
- b. Section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. 794, which prohibits discrimination on the basis of handicap.
- 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.
- d. The Age Discrimination Act of 1975, as amended, 42 U.S.C. 6101 et seq., which prohibits discrimination on the basis of age.
- e. Section 654 of the Omnibus Budget Reconciliation Act of 1981, as amended, 42 U.S.C. 9849, which prohibits discrimination on the basis of race, creed, color, national origin, sex, handicap, political affiliation or beliefs.
- f. The Americans with Disabilities Act of 1990, P.L. 101-336, which prohibits discrimination on the basis of disability and requires reasonable accommodation for persons with disabilities.
- g. All regulations, guidelines, and standards as are now or may be lawfully adopted under the above statutes.

The provider agrees that compliance with this assurance constitutes a condition of continued receipt of or benefit from funds provided through this contract, and that it is binding upon the provider, its successors, transferees, and assignees for the period during which services are 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.

2. Compliance Questionnaire

In accordance with HRSM 220-2, the provider agrees to complete the Civil Rights Compliance Questionnaire, HRS Forms 946 A and B, if services are provided to clients and if 15 or more people are employed.

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, when specified in Attachment I, establish rates lower than the maximum provided in section 112.061, Florida Statutes.
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, Section D.2., the department will not furnish services of support (e.g., office space, office supplies, telephone service, secretarial, or clerical support) normally available to career service employees.

S. Sponsorship

As required by section 286.25, Florida Statutes, if the provider is a nongovernmental organization which sponsors a program financed wholly or in part by state

funds, including any funds obtained through this contract, it shall, in publicizing, advertising or describing the sponsorship of the program, state: "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.

T. Discounted Invoices

To allow a N/A percent discount on selected invoices which are paid in less than N/A days. The provider must clearly mark any invoice with the discount if it is to be allowed. The provider may submit invoices with or without the negotiated discount terms. The department shall comply with subsection 215.422(4), Florida Statutes, if a discounted invoice is offered.

U. Final Invoice

The provider must submit the final invoice for payment to the department no more than 45 days after the contract ends or is terminated; if the provider fails to do so, all right to payment is forfeited and the department will not honor any requests submitted after the aforesaid time period. Any payment due under the terms of this contract may be withheld until all reports due from the provider and necessary adjustments thereto have been approved by the department.

V. Use Of Funds For Lobbying Prohibited

To comply with the provisions of section 216.347, Florida Statutes, which prohibits the expenditure of contract funds for the purpose of lobbying the Legislature or a state agency.

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 \$ 4,562.00, 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, the voucher authorizing payment of an invoice submitted to the department shall be filed with the State Comptroller not later than twenty (20) days from the latter of the date a proper invoice is received or receipt, inspection and approval of the goods or services, except that in the case of a bona fide dispute the voucher shall contain a statement of the dispute and authorize payment only in the amount not disputed. The date on which an invoice is deemed received is the date on which a proper invoice is first received at the place designated by the department.

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

B. Termination at Will
1. This contract may be terminated by either party upon no less than thirty (30) calendar days notice, without cause, unless a lesser time is mutually agreed upon by both parties. Said notice shall be delivered by certified mail, return receipt requested, or in person with proof of delivery.

A. Effective Date
1. This contract shall begin on July 1, 1993 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, 1994

III. THE PROVIDER AND DEPARTMENT MUTUALLY AGREE:

C. Vendor Ombudsman
A Vendor Ombudsman has been established within the Department of Banking and Finance. The duties of this individual include acting as an advocate for vendors who may be experiencing problems in obtaining timely payment(s) from a state agency. The Vendor Ombudsman may be contacted at (904) 488-2924 or by calling the State Comptroller's Hotline, 1-800-848-3792

Invoices which have to be returned to a vendor because of vendor preparation errors will result in a delay in the payment. The invoice payment requirements do not start until a properly completed invoice, as defined in Rule Chapter 3A-24, Florida Administrative Code, is provided to the department. Approval and inspection of goods or services shall take no longer than five (5) working days unless the bid specifications, purchase order or contract specifies otherwise. Such approval is for the purpose of authorizing payments and does not constitute a final approval of services purchased under this contract. A payment is deemed to be issued on the first working day that payment is available for delivery or mailing to the provider. If a warrant in payment of an invoice is not issued within forty (40) days, or thirty-five (35) days for health care providers as defined in Rule Chapter 3A-24, Florida Administrative Code, after the receipt of the invoice and receipt, inspector, and approval of the goods and services, the department shall pay to the provider, in addition to the amount of the invoice, interest at a rate of one (1) percent per month calculated on a daily basis on the unpaid balance from the expiration of such forty (40) day period, or thirty-five (35) day period for health care providers as defined in Rule Chapter 3A-24, Florida Administrative Code, until such time that the warrant is issued to the provider. The temporary unavailability of funds to make a timely payment due for goods or services does not relieve the department from its obligation to pay interest penalties.

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.

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.

3. 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

Fernandina Beach, FL 32034 (904) 355-6275

P. O. Box 456

Nassau County Board of County Commissioners

James E. Testone, Chairman

2. The name, address and telephone number of the representative of the provider responsible for administration of the program under this contract is:

Jacksonville, FL 32211 (904) 723-5380

P.O. Box 2417

Child Support Enforcement

Jean B. Long, Program Administrator

1. The name, address and telephone number of the contract manager for the department for this contract is:

1. Notice and Contact

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 3A-1.006(4), 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.

2. Termination for Breach

In person with proof of delivery. The department shall be the final authority as to the availability of funds.

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.

E. Name, Mailing and Street Address of Payee

1. The name (provider name as shown on page 1 of this contract) 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:

Richelle Sucara, Finance Director
P. O. Box 456
416 Centre Street
Fernandina Beach, FL 32034

F. All Terms and Conditions Included

This contract and its attachments as referenced, (Attachment I, 6 pages;)

Attachment II, 2 pages

_____)
contain all the terms and conditions agreed upon by the parties.

IN WITNESS THEREOF, the parties hereto have caused this 14 page contract to be executed by their undersigned officials as duly authorized.

PROVIDER

Nassau County Board of County Commissioners

SIGNED BY: *James E. Testone*

NAME: James E. Testone

TITLE: Chairman

DATE: 6-14-93

STATE OF FLORIDA, DEPARTMENT OF HEALTH AND REHABILITATIVE SERVICES

SIGNED BY: *Lee Johnson*

NAME: Lee Johnson, ACSW

TITLE: District Administrator

DATE: 6/30/93

FEDERAL ID NUMBER (or SS Number for an individual):
59 - 186 -3042

STATE AGENCY 29 DIGIT SAMAS CODE:
N/A

PROVIDER FISCAL YEAR ENDING DATE:
September 30th

CONTRACT IS NOT VALID UNTIL SIGNED AND DATED BY BOTH PARTIES

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

ATTACHMENT I

A. Services to be Provided

Under this contract the county agrees:

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 shall be made until service is successful or the sheriff is convinced that service is not possible, pursuant to Section 30.231, 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 and will only be reimbursed for the following:

- a. Summonses and complaints
- b. Subpoenas except witness subpoenas
- c. Contempt notice to appear
- d. Orders (when personal service is required by the court)
- e. Notice to absent parent for deemed Income Deduction Order.
- f. Writs of bodily attachment.

B. Manner of Service Provisions

1. The sheriff shall attempt to serve process within five working days of receipt of the request.

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SERVICE OF PROCESS WITH SHERIFF'S DEPARTMENT AND
LOCAL GOVERNMENT

2. The sheriff shall attempt to serve process on respondent during employment hours at the respondent's place of employment.

3. The sheriff shall attempt to serve process on respondent at respondent's residence, outside employment hours, when resident's address is given.

4. The sheriff shall take Respondent/Defendant into custody and deliver him/her to be confined in the county jail.

C. Method of Payment - Fixed Rate/Contract for Service of Process with Local Government

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 \$4,562.00 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 of 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 only be reimbursed at the prevailing rate of Federal Financial Participation (FFP) 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 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 the prevailing local match rate (34%), of the payment and use the remaining match rate (66%), 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 and the account numbers, if available, of all individuals 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.

DC03

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

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 or application. To this end, the provisions of this contract are declared to be severable.

3. Modification of Contract due to an increase or decrease in Federal Financial Participation (FFP)

That in the event FFP funding 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. 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 to the sheriff for which service of process is requested.

b. To provide 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 provider and the department in that it provides

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SERVICE OF PROCESS WITH SHERIFF'S DEPARTMENT AND
LOCAL GOVERNMENT

qualified entry level employees needed by many providers and provides substantial savings to the citizens of Florida.

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

6. Performance Standard

Where service of process has not been perfected the sheriff must specifically state on the return in at least 95% of the cases why service of process has not been perfected.

7. Florida Administrative Code

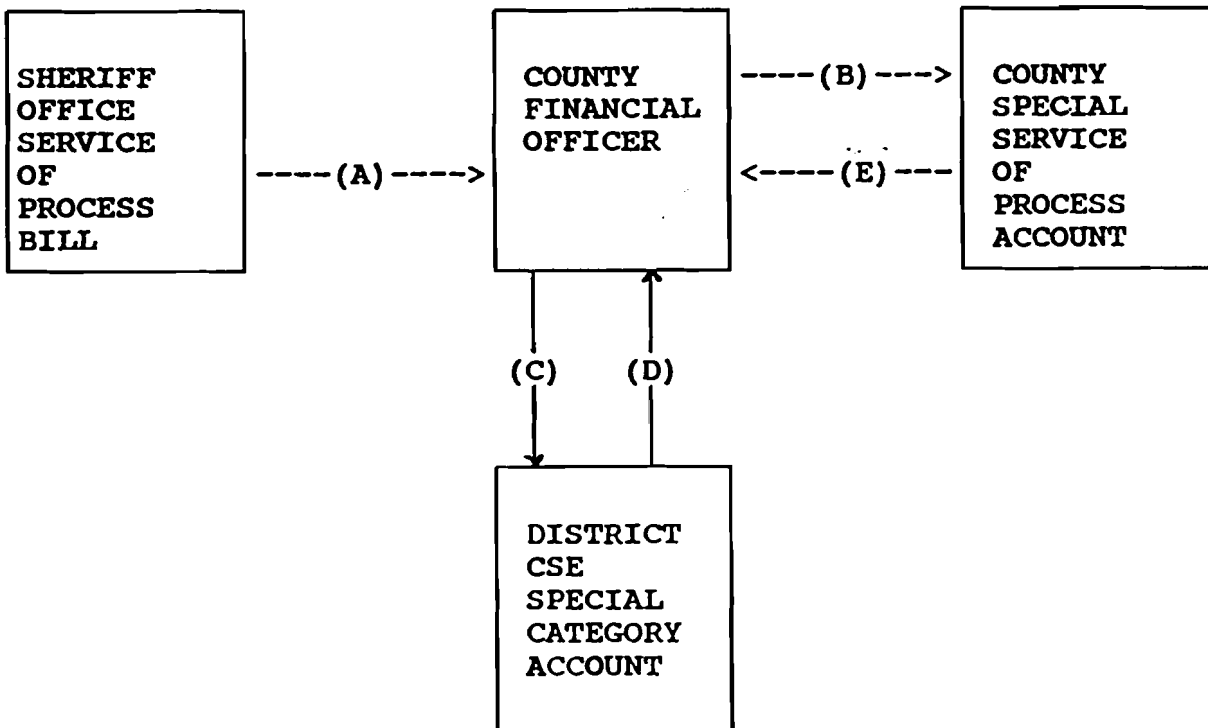
All references to Florida Administrative Code, Chapter 13A in the Standard Contract/Standard Rate Agreement are hereby corrected to Florida Administrative Code, Chapter 60A.

8. Contract Funding

Funding in support of this contract is from a grant and aid appropriation and subject to audit requirements specified in Part III of the new audit Attachment II. This contract contains N/A % general revenue funding and 100% federal funding. The approximate total amount of federal funds contained in the total contract amount is \$4,562.00. The Catalogue of Federal Domestic Assistance (CFDA) Number is 93.023.

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 SECTION 409.257, FLORIDA STATUTE



(A) On a monthly basis the sheriff will certify and forward the 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 program administrator requesting that the prevailing rate of Federal Financial Participation of the total cost be reimbursed.

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SERVICE OF PROCESS WITH SHERIFF'S DEPARTMENT AND
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(D) The district child support enforcement program administrator 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 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.

DC03

This attachment is applicable, if the provider or grantee, hereinafter referred to as provider, is any government entity, nonprofit organization, or for-profit organization.

PART I: SINGLE AUDIT

This part is applicable if the provider is a local government entity or nonprofit organization and receives a total of \$25,000 or more from the department during its fiscal year. 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 Government Auditing Standards ("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. Nonprofit providers receiving federal funds passed through the department shall comply with the audit requirements contained in OMB Circular A-133, Audits of Institutions of Higher Learning and Other Nonprofit Institutions, 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 the audit performed shall include the financial audit requirements of the "Yellow Book," and must include reports on internal control and compliance. The audit report shall include a schedule of financial assistance that discloses each state contract by number. An audit performed by the Auditor General shall satisfy the requirements of this attachment.

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. Where applicable, the audit report shall include a computation showing whether or not matching requirements were met. All questioned costs and liabilities due to the department shall be calculated and fully disclosed in the audit report with reference to the department contract involved. These requirements do not expand the scope of the audit as prescribed by the "Yellow Book."

If the provider has received any funds from a grants and aids appropriation, the provider will also submit a compliance report(s) in accordance with the rules of the Auditor General, chapter 10.600, and indicate on the schedule of financial assistance which contracts are funded from state grants and aids appropriations.

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

- A. Office of Audit and Quality Control Services
1317 Winewood Boulevard, Building 5, Room 116
Tallahassee, Florida 32399-0700
- B. Contract Manager for the department
- C. Submit to this address only those reports prepared in accordance with OMB Circular A-133:

Federal Audit Clearinghouse
U.S. Bureau of the Census
Jeffersonville, Indiana 47132

- D. Submit to this address only those reports prepared in accordance with the rules of the Auditor General, chapter 10.600:

Jim Dwyer
Office of the Auditor General
P. O. Box 1735
Tallahassee, Florida 32302

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.

07/01/93

PART II: GRANTS AND AIDS AUDIT/ATTESTATION

This part is applicable if the provider is awarded funds from a grants and aids appropriation, and is either (1) a local government entity or nonprofit organization receiving a total of less than \$25,000 from the department during its fiscal year or (2) a for-profit organization receiving any amount from the department. 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.

If the amount received from grants and aids appropriation awards exceeds \$100,000, the provider agrees to have an audit performed by an independent certified public accountant and submit a compliance report(s) in accordance with the rules of the Auditor General, chapter 10.600. The audit report shall include a schedule of financial assistance that discloses each state contract by number and indicates which contracts are funded from state grants and aids appropriations.

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. Where applicable, the audit report shall include a computation showing whether or not matching requirements were met. All questioned costs and liabilities due to the department shall be calculated and fully disclosed in the audit report with reference to the department contract involved.

If the amount received from grants and aids appropriation awards exceeds \$25,000, but does not exceed \$100,000, the provider may have an audit as described above or have a statement prepared by an independent certified public accountant which attests that the provider has complied with the provisions of all contracts funded by a grants and aids appropriation.

If the amount received from grants and aids appropriation awards does not exceed \$25,000, the provider will have the head of the entity or organization attest, under penalties of perjury, that the organization has complied with the provisions of all contracts funded by a grants and aids appropriation.

Copies of the audit report and all other correspondence, if any, related to audits performed by the independent auditor, or the attestation statement, shall be submitted within 120 days after the provider's fiscal year end to the following:

- A. Office of Audit and Quality Control Services
1317 Vinewood Boulevard, Building 5, Room 116
Tallahassee, Florida 32399-0700
- B. Contract Manager for the department
- C. Jim Dwyer
Office of the Auditor General
P. O. Box 1735
Tallahassee, Florida 32302

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.

PART III: NO AUDIT REQUIREMENT

This part is applicable if the provider is not awarded funds from a grants and aids appropriation, and is either (1) a local government entity or nonprofit organization receiving a total of less than \$25,000 from the department during its fiscal year or (2) a for-profit organization receiving any amount from the department. 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 has no audit or attestation statement required by this attachment.



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

Jim B. Higginbotham	Dist. No. 1 Fernandina Beach
John A. Crawford	Dist. No. 2 Fernandina Beach
Tom Branam	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

MEMORANDUM

TO: SHERIFF RAY GEIGER

FROM: T.J. "JERRY" GREESON, EX-OFFICIO CLERK 

DATE: JUNE 21, 1993

RE: 1993-94 SERVICE OF PROCESS AGREEMENT

Attached are two copies of the Memorandum of Negotiation for execution for the FY 93-94 Title IV-D Service of Process agreement with the Department of HRS. Please execute both copies and return to my office not later than Wednesday, June 23, 1993 to the attention of Joyce Bradley. These documents must be sent back to the Department of HRS prior to July 1, 1993.

Your prompt attention to this matter is greatly appreciated.

(904) 225-9021 Board Room; 261-6127, 879-1029, 355-6275

An Affirmative Action / Equal Opportunity Employer



STATE OF FLORIDA
DEPARTMENT OF HEALTH AND REHABILITATIVE SERVICES

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, 1993, or the date on which the contract is signed by both parties, whichever is later.

9. This contract shall end on June 30th, 1994.

10. Subject to the terms of this contract and the provisions of CFR Part 74, the department shall reimburse the sheriff's department for 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.

Jean B. Long
Jean B. Long
Contract Manager
Department of HRS

Sheriff or His Designee

Date: 5/25/93

Date: _____



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

Jim B. Higginbotham	Dist. No. 1 Fernandina Beach
John A. Crawford	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

June 15, 1993

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

MICHAEL S. MULLIN
County Attorney

Ms. Jean B. Long
Program Administrator
Department of HRS
Post Office Box 2417
Jacksonville, FL 32231-0083

RE: FY 93-94 Contract for Service of Process

Dear Ms. Long:

Enclosed please find four copies of the contract for Service of Process between your department and the Board of County Commissioners for FY 93-94. Also attached are two copies of the Memorandum of Negotiation approved by the Sheriff.

After these documents have been executed by your department, we would appreciate receipt of a fully executed set of original documents for our files.

Thank you for your attention in this matter.

Sincerely,

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

TJG:jb

Enclosures

(904) 225-9021 Board Room; 261-6127, 879-1029, 355-6275

An Affirmative Action / Equal Opportunity Employer



STATE OF FLORIDA
DEPARTMENT OF HEALTH AND REHABILITATIVE SERVICES

Child Support Enforcement
P.O. Box 2417
5920 Arlington Expressway
Jacksonville, FL 32231-0083
(904) 723-5365

May 25, 1993

6-14 93
3
Mr. Thomas D. Branan, Chairman
Nassau County Board of
County Commissioners
Fernandina Beach, Florida 32034

RE: FY 93-94 Contract for
Service of Process

Dear Mr. Branan:

As our current contract with the county is nearing an end, enclosed please find four (4) copies of the contract for service of process between the Department and the Nassau County Board of County Commissioners for the state's 1993-94 fiscal year and two (2) copies of the Memorandum of Negotiation. All four (4) copies of the contract need to be signed and dated by you. The two (2) copies of the Memorandum of Negotiation should be signed and dated by the Sheriff or his designee. Once signed and dated, all six (6) documents should be returned to this office. After these documents have been processed by the Department, an original copy of the contract and of the Memorandum of Negotiation will be returned to the county for your file.

Please note that the contract is not effective until it has been signed and dated by both parties. Therefore, the prompt return of the signed documents to this office will help to ensure that the 7/1/93 effective date is met.

If you have any questions about the enclosed documents, please feel free to call me.

Sincerely,

Jean B. Long
Program Administrator