



STATE OF FLORIDA
DEPARTMENT OF HEALTH AND REHABILITATIVE SERVICES

June 10, 1994

Mr. John Crawford
Chairman
Nassau County Board of County Commissioners
508 Center Street
Fernandina Beach, FL 32034

Re: ~~1994-97~~ State of Florida/Nassau County
Board of County Commissioners Contract
for Payment of Service of Process

Dear Chairman Crawford:

Attached for your records is one original copy of the executed rate agreement between the Department of Health and Rehabilitative Services and your office for the payment of Service of Process on Title IV-D Child Support Enforcement actions.

If you have any questions, please feel free to contact me at (904)723-5380 or SunCom 875-5380.

Sincerely,

Mary J. Loyche
Mary J. Loyche
Child Support Enforcement
Program Specialist
Contract Manager

3-14-96

Notice of change of address for
receipt of service of invoices

Po Box 52239
Jacksonville, FL 32201



NASSAU COUNTY
BOARD OF COUNTY COMMISSIONERS
P.O. Box 1010
Fernandina Beach, Florida 32035-1010

Jim B. Higginbotham
John A. Crawford
Tom Branan
James E. Testone
Jimmy L. Higginbotham

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

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

MICHAEL S. MULLIN
County Attorney

June 15, 1994

Mrs. Mary J. Loyche
Child Support Enforcement Program Specialist
Contract Manager
Department of HRS
Post Office Box 2417
Jacksonville, FL 32231-0083

RE: Contract No. YD 204, Service of Process, Nassau County & HRS

Dear Ms. Loyche:

Thank you for submitting a fully executed copy of the contract for Service of Process services. Enclosed for your files is one copy of the Memorandum of Negotiation executed by the Sheriff.

If we can be of any further assistance, do not hesitate to contact me.

Sincerely,

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

TJG:jb

Enclosure

(904) 225-9021 Board Room; 321-5703, 879-1029, 355-6275

An Affirmative Action / Equal Opportunity Employer

Contract No. 20204

**STATE OF FLORIDA
DEPARTMENT OF HEALTH AND REHABILITATIVE SERVICES
STANDARD RATE AGREEMENT**

THIS RATE AGREEMENT 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. Upon receipt of a prior authorization for services from department staff, to provide the following services:

Title IV-D Service of Process
as stated in Attachment I, Sections A & B

Prior authorization for these services will be provided by the department's staff or their designee.

B. To provide services which meet departmental standards defined in:

Section 30.231, F.S., and Attachment I
of this agreement

C. Federal Laws and Regulations

1. If this rate agreement 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 Section IV, Special Provisions.
2. If this rate agreement 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 rate agreement contains federal funding in excess of \$100,000, the provider must, prior to rate agreement 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.

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 rate agreement for a period of five (5) years after termination of this rate agreement, 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(i)(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.
3. Upon completion or termination of the contract and at the request of the department, the provider will cooperate with the department to facilitate the duplication and transfer of any said records or documents during the required retention period as specified in paragraph D.1. above.

E. Incident Reporting

1. Client Risk Prevention

If services to clients will be provided under this rate agreement, 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, F.S., 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 (1-800-96ABUSE).

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 below.

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 rate agreement. 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 rate agreement. 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. The provider agrees that it is an independent contractor and not an agent or employee 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 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 and not an agent or employee of the department.

G. Safeguarding Information

Not to use or disclose any information concerning a recipient of services under this rate agreement 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.

H. Purchasing

1. PRIDE

It is expressly understood and agreed that any articles which are the subject of, or are required to carry out this rate agreement 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 rate agreement, the person, firm, or other business entity carrying out the provisions of this rate agreement 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 rate agreement shall be procured in accordance with the provisions of sections 403.7065, and 287.045, Florida Statutes.

I. 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 accommodations 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.

J. Transportation Disadvantaged

If clients are to be transported under this rate agreement, 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.

K. Requirements of Chapter 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 or any travel expenses in accordance with section 112.061, Florida Statutes. The department may, when specified in Section IV, Special Provisions, 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 rate agreement as specified in Section III, Paragraph B of the rate agreement.

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 rate agreement. It is expressly understood that receipt of substantial evidence of the provider's refusal to comply with this provision shall constitute a breach of this rate agreement.

L. 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 rate agreement.

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 federal personnel.

3. To maintain and file with the department such progress, fiscal and inventory reports as specified in Section IV, Special Provisions, and other reports as the department may require within the period of this rate agreement. Such reporting requirement must be reasonable given the scope and purpose of this rate agreement.

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, if any, are specified in Section IV, Special Provisions.

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

6. If this contract contains federal funds, the CFDA number(s) is 93.023.

7. This contract is not funded from a grants and aids appropriation.

M. Return of Funds

1. To return to the department any overpayments due to unearned funds or funds disallowed pursuant to the terms of this rate agreement 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 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.

N. Insurance

1. The responsibility for providing adequate liability insurance coverage on a comprehensive basis shall be that of the provider and shall be provided at all times during the existence of this rate agreement. 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 rate agreement. Upon the execution of this rate agreement, 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 Section IV, Special Provisions 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.

O. Monitoring

1. To provide reports as required in Section IV, Special Provisions. These reports will be used for monitoring progress or performance of the rate agreement services.
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 rate agreement, and/or interview any clients and employees of the provider to be assured of satisfactory performance of the terms and conditions of this rate agreement. 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 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 rate agreement.

P. Client Information

To submit management, program, and client identifiable data, as required by the department in Section IV, Special Provisions.

Q. Assignments and Subcontracts

1. To neither assign the responsibility of this rate agreement to another party nor subcontract for any of the work contemplated under this rate agreement 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 rate agreement. All such assignments and subcontracts shall be subject to the conditions of this rate agreement (except Section I, Paragraph H.1.) and to any conditions of approval that the department shall deem necessary.
2. Unless otherwise stated in the contract between the provider and the subcontractor, payments made by the provider to subproviders 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.

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 Section IV, Special Provisions, the department will not furnish services of support (e.g. office space, office supplies, telephone service, secretarial, or other 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.

III. THE PROVIDER AND DEPARTMENT MUTUALLY AGREE:

A. Effective Date
This rate agreement shall begin on July 1, 1994 or the date on which this rate agreement has been signed by both parties, whichever is later.

B. Ending Date
This rate agreement shall end on June 30, 1997

C. Termination at Will
1. Termination at Will
This rate agreement 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.

2. Termination Because of Lack of Funds
In the event funds to finance this rate agreement become unavailable, the department may terminate the rate agreement 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 rate agreement 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 60A-1.006(4), Florida Administrative Code. Waiver of breach of any provisions of this rate agreement 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 rate agreement. The provisions herein do not limit the department's right to remedies at law or to damages.

D. Notice and Contact
1. The name, address and telephone number of the contract manager for the department for this rate agreement is:

Mary J. Loyche, Contract Manager
Child Support Enforcement
P.O. Box 2417
Jacksonville, FL 32231-0083
(904) 723-5380, SC 875-5380

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

John Crawford, Chairman
Nassau County Board of County Commissioners
P. O. Box 456
Fernandina Beach, FL 32034
(904) 355-6275

3. In the event that different representatives are designated by either party after execution of this rate agreement, 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 rate agreement.

E. Payment of Authorized Services
This rate agreement does not obligate the department to pay the provider unless services which were prior authorized by the department have been rendered.

F. Renegotiation or Modification
1. Modifications of provisions of this rate agreement shall only be valid when they have been reduced to writing and duly signed. The parties agree to renegotiate this rate agreement if federal and/or state revisions of any applicable laws or regulations make changes in this rate agreement 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.

G. Name, Mailing, and Street Address of Payee
1. The name (provider name as shown on page 1 of this rate agreement) 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:

Michelle Sucara
Assistant to the Clerk/Finance
508 Center Street
Fernandina Beach, FL 32034
(904) 321-5700

IV. SPECIAL PROVISIONS: See Section D of Attachment I

7/1/94

Contract No. _____

V. ALL TERMS AND CONDITIONS INCLUDED:

This rate agreement and its attachments as referenced, (Attachment I (6 pages) and Attachment II (2 pages)), contain all the terms and conditions agreed upon by the parties.

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

PROVIDER
Nassau County Board of County Commissioners

STATE OF FLORIDA, DEPARTMENT OF HEALTH AND REHABILITATIVE SERVICES

SIGNED BY: [Signature]
NAME: John A. Crawford
TITLE: Chairman

SIGNED BY: [Signature]
NAME: Lee Johnson, ACSW
TITLE: District Administrator

DATE: 5-23-94

DATE: 6-6-94

FEDERAL ID NUMBER:
(or SS Number for an individual)
59-1863042

STATE AGENCY 29 DIGIT SAMAS CODE:
N/A

PROVIDER FISCAL YEAR ENDING DATE:
September 30

RATE AGREEMENT IS NOT VALID UNTIL SIGNED AND DATED BY BOTH PARTIES

07/01/94

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 non-custodial 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 pay the county for no more than a total dollar amount of \$ N/A for services rendered in accordance with the attached Payment Flow Chart (Attachment 1, Exhibit A), subject to the availability of funds. Payment shall be made on the basis of a monthly itemized report of requests to serve original service of process. The request for payment shall be made monthly and 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 paid 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 payment 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. The department is deemed to have received an invoice when the invoice is received by the contract manager.

4. If the court orders the non-custodial 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 non-custodial 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.

SERVICE OF PROCESS WITH SHERIFF'S
DEPARTMENT AND LOCAL GOVERNMENT

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

DC03

07/01/94

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.

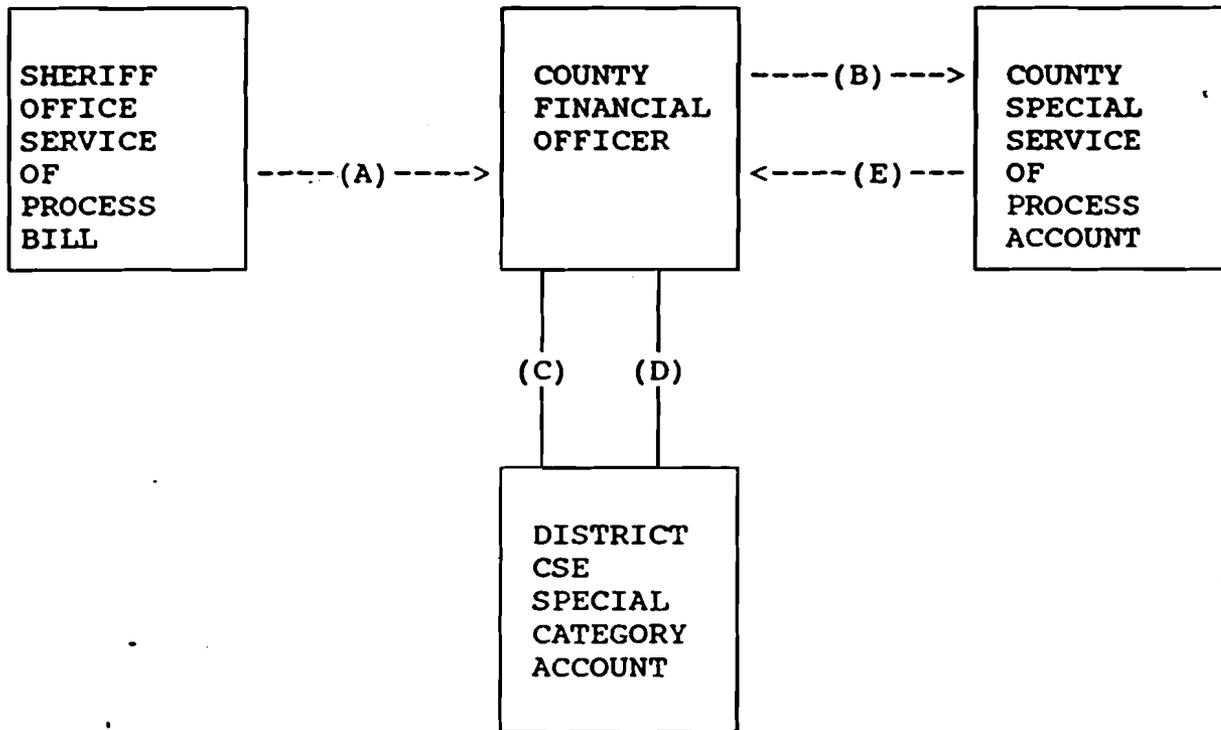
6. Performance Standard

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.

SERVICE OF PROCESS WITH SHERIFF'S
DEPARTMENT AND LOCAL GOVERNMENT

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 paid.

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SERVICE OF PROCESS WITH SHERIFF'S
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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

FINANCIAL AND COMPLIANCE AUDITS
ATTACHMENT II

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

An audit performed by the Auditor General shall satisfy the requirements of this attachment.

PART I: FEDERALLY FUNDED

This part is applicable if the provider is a local government entity or nonprofit organization and receives a total of \$25,000 or more in federal funds passed through the department during its fiscal year. The provider has "received" federal funds when it has obtained the cash from the department or when it has incurred reimbursable expenses.

Local governments shall comply with the audit requirements contained in Office of Management and Budget (OMB) Circular A-128, Audits of State and Local Governments. Nonprofit providers shall comply with 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. The audit report shall include a schedule of financial assistance that discloses each state contract by number.

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 state whether or not matching requirements were met. All questioned costs and liabilities due to the department shall be fully disclosed in the audit report with reference to the department contract involved.

If the provider has received any funds from a grants and aids appropriation, the provider will also submit a compliance report 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.

The provider agrees to submit the required reports as shown in Part IV.

PART II: STATE FUNDED

This part is applicable if the provider is a nonprofit organization that receives a total of \$100,000 or more from the department during its fiscal year, which is not paid on a set state or area-wide fixed rate for service, and of which less than \$25,000 is federally funded. The provider has "received" funds when it has obtained the cash from the department or when it has incurred reimbursable expenses.

The provider agrees to have an annual financial audit performed by independent auditors in accordance with the current Government Auditing Standards issued by the Comptroller General of the United States. Such audits shall cover the entire organization for the organization's fiscal year. The scope of the audit performed shall cover the financial statements and include reports on internal control and compliance. The audit report shall include a schedule of financial assistance that discloses each state contract by number.

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 state whether or not matching requirements were met. All questioned costs and liabilities due to the department shall be fully disclosed in the audit report with reference to the department contract involved.

If the provider has received any funds from a grants and aids appropriation, the provider will also submit a compliance report 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.

The provider agrees to submit the required reports as shown in Part IV.

PART III: CHAPTER 10.600, OR NO AUDIT REQUIREMENT

This part is applicable if the provider is either (1) a for-profit organization, (2) a local government entity receiving less than \$25,000 in federal funds from the department during its fiscal year, (3) a nonprofit organization receiving less than \$100,000 from the department, of which less than \$25,000 is federally funded, during its fiscal year, or (4) a nonprofit organization receiving a total of \$100,000 or more from the department based on a set state or area-wide fixed rate for service, of which less than \$25,000 is federally funded. The provider has 'received' funds when it has obtained cash from the department or when it has incurred reimbursable expenses.

If the provider receives funds from a grants and aids appropriation, the provider shall have an audit, or submit an attestation statement, 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 aide appropriations.

The provider agrees to submit the required reports as shown in Part IV.

Otherwise, if the provider does not receive funds from a grants and aids appropriation, the provider has no audit or attestation requirement required by this attachment.

PART IV: SUBMISSION OF REPORTS

Copies of the audit report and any management letter by the independent auditors, or attestation statement, required by this attachment shall be submitted within 180 days after the end of the provider's fiscal year, unless otherwise required by Florida Statutes, to the following:

- A. Audit and Evaluation
1317 Winewood Boulevard, Building B, Room 492
Tallahassee, Florida 32399-0700
- B. Contract manager for this contract
- C. Submit to this address only those reports prepared in accordance with OMB Circular A-133:

Federal Audit Clearinghouse
P. O. Box 5000
Jeffersonville, Indiana 47199-5000
- 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.

07/01/94

Copy

**MEMORANDUM OF NEGOTIATION
SERVICE OF PROCESS
Nassau County Board of County Commissioners**

Representatives of the Department of Health and Rehabilitative Services (Mary J. Loyche) and Nassau County Board of County Commissioners (Shelia Fields, Chief of Civil Process) initially discussed the renewal of the current contract between the department and the Sheriff for service of process on Title IV-D cases. The department has determined that it would be to the benefit of both parties to enter into a three year agreement, rather than the one year contract which has been historically executed. This decision was based on several factors including that the rate of pay is statutorily determined and the Sheriff is also designated by law as the entity to serve process.

It has further been decided that the Standard Rate Agreement will be the document prepared for execution rather than the Standard Contract. This decision was based on the flexibility of the Contracted Amount section. Although the amount of funds to be allotted to the Sheriff for these services shall be identified with the letter accompanying the contract to be signed, this amount is not stated in the Rate Agreement. The department will be better able to shift funds where needed between the providers without a formal amendment. However the department agrees to advise the Sheriff of any funding problems or decisions and subsequent impact to services, as appropriate. This situation also allows the three-year contract period to be more easily controlled.

As stated in the documents, the Sheriff's Department agrees:

- 1, To promptly attempt services 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 successful.
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.

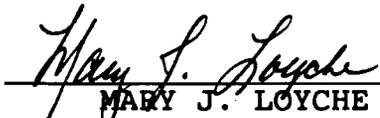
6. To attempt to serve process on respondent at respondent's residence, outside employment hours, when residence address is given.

Payment 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 the contract, all parties agree that reimbursement by the department shall be at the new prevailing FFP.

The contract shall begin on July 1, 1994, or the date on which the contract is signed by both parties, whichever is later. No services rendered prior to this date shall be billed to the department.

This contract shall end on June 30, 1997.

Subject to the terms of the contract and the provisions of CFR Part 74, the department shall pay the Sheriff's Department for services delivered at the rate of \$7.92 (\$12 X 66%) per service.



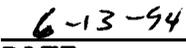
MARY J. LOYCHE
CONTRACT MANAGER



DATE



SHERIFF OR DESIGNEE



DATE



NASSAU COUNTY
BOARD OF COUNTY COMMISSIONERS
P.O. Box 1010
Fernandina Beach, Florida 32035-1010

Jim B. Higginbotham
John A. Crawford
Tom Branan
James E. Testone
Jimmy L. Higginbotham

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

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

MICHAEL S. MULLIN
County Attorney

June 10, 1994

Ms. Sheila Fields
Sheriff's Office
Nassau County, FL

Dear Sheila:

Enclosed is a copy of the contract for Service of Process for FY 94-95 between the Department of HRS and Nassau County. Also attached is two copies of a Memorandum of Negotiation that must be executed by the Sheriff.

Please have both copies of the Memorandum of Negotiation signed by the Sheriff and return both copies to me so that I may forward a copy of same to the Department of HRS. You can keep the copy of the contract for your files if you like. I will provide you a fully executed copy once I get one back from HRS.

I would appreciate it if you could forward the two copies of the Memorandum of Negotiation back to my attention by Monday, June 13, 1994.

Thanks for your assistance.

Sincerely,

Joyce Bradley
Deputy Clerk

(904) 225-9021 Board Room; 321-5703, 879-1029, 355-6275

An Affirmative Action / Equal Opportunity Employer



STATE OF FLORIDA
DEPARTMENT OF HEALTH AND REHABILITATIVE SERVICES

BOARD MEETING

DATE: 5-23 1994

ACTION: 5

INFO: _____

May 16, 1994

Mr. John Crawford
Chairman
Nassau County Board of County Commissioners
508 Center Street
Fernandina Beach, FL 32034

Re: 1994-97 State of Florida/Nassau County
Board of County Commissioners
Contract for Payment of Service of
Process

Dear Chairman Crawford:

Attached is the rate agreement for Service of Process of Title IV-D cases with the Department of Health and Rehabilitative Service, Child Support Enforcement program. I have also included the Memo of Negotiation, which explains the change to the Rate Agreement document and the extension of the contract period. As discussed with your staff, the total amount for the contract period has not been stated in the document. We anticipate allotting \$4,562 in our 1994-95 budget for this contract. This amount is based on our expenditure history for these services with your department. As discussed we will be able to move funds quickly if needed.

Your immediate attention to this matter is appreciated, since we must process this document through the department after your signature. Please sign and date five copies and return all five copies to me, along with a signed original of the Memo of Negotiation. I have included an extra copy of the Rate Agreement and the Memo for your records. If you have any questions, please feel free to contact me at (904)723-5380 or SunCom 875-5380.

Sincerely,

Mary J. Loyche
Child Support Enforcement
Contract Manager

Attachments: Rate Agreement (6)
Memo of Negotiation (2)



NASSAU COUNTY
BOARD OF COUNTY COMMISSIONERS
P.O. Box 1010
Fernandina Beach, Florida 32035-1010

Jim B. Higginbotham
John A. Crawford
Tom Branan
James E. Testone
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Dist. No. 1 Fernandina Beach
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Dist. No. 3 Yulee
Dist. No. 4 Hilliard
Dist. No. 5 Callahan

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

MICHAEL S. MULLIN
County Attorney

May 26, 1994

Ms. Mary Loyche
Child Support Enforcement
Contract Manager
Department of HRS
Post Office Box 2417
Jacksonville, FL 32231-0083

Dear Ms. Loyche:

Enclosed please find five (5) executed Standard Rate Agreements for Payment of Service of Process services between Nassau County and the Department of HRS. After these contracts have been executed by your department, we would appreciate receiving one fully executed original for our files.

This office has forwarded the Memo of Negotiation to the Sheriff for execution by him. Once we have received the originals back from him, we will forward one to you for your files.

If this office can be of any further assistance, do not hesitate to contact me.

Sincerely,

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

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

(904) 225-9021 Board Room; 321-5703, 879-1029, 355-6275

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