



Government Support Services – Contracting  
100 Enterprise Place  
Suite # 4  
Dover, DE 19904-8202

January 27, 2010

TO: ALL STATE AGENCIES, SCHOOL DISTRICTS, MUNICIPALITIES, VOLUNTEER  
FIRE COMPANIES AND POLITICAL SUBDIVISIONS

FROM: MICHAEL BACU  
STATE CONTRACT PROCUREMENT OFFICER  
302-857-4522

SUBJECT: **AWARD NOTICE – ADDENDUM 5, Effective November 1, 2011**  
**CONTRACT NO. GSS10271A-PROC\_SERV, PROCESS SERVING**

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OF  
KEY CONTRACT INFORMATION**

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## **KEY CONTRACT INFORMATION**

### **1. MANDATORY USE CONTRACT:**

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**REF: Title 29, Chapter 6911(d) Delaware Code.** Every state department and agency within the Executive Branch and Judicial Branch of the state government shall procure all material, equipment and nonprofessional services through the statewide contracts administered by Government Support Services, Office of Management and Budget. Delaware State University, Delaware Technical and Community College, the operations funded by Public School Districts, Delaware Transit Corporation, Department of Elections, the Legislative Branch and the Board of Pension Trustees and their consultants are specifically exempted from the requirements of this subsection.

### **2. CONTRACT PERIOD:**

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Each contractor's contract shall be valid for a one (1) from February 1, 2010 through January 31, 2011. Each contract may be renewed for four (4) one (1) year periods through negotiation between the contractor and Government Support Services. Negotiation may be initiated no later than ninety (90) days prior to the termination of the current agreement.

THIS CONTRACT HAS BEEN EXTENDED THROUGH JANUARY 31, 2012.

THIS CONTRACT HAS BEEN EXTENDED THROUGH JANUARY 31, 2013.

### **3. VENDORS:**

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<b>NEW CASTLE AND KENT COUNTIES</b>	<b>SUSSEX COUNTY</b>
<b>ZONES 1 AND 2</b>	<b>ZONE 3</b>
Dental Medical Collections, Inc.	Sussex County Council
t/a D M Professional Services	Sussex County Sheriff's Department
501 Silverside Rd, Suite 72	P.O. Box 69
Wilmington, DE 19809	Georgetown, DE 19947
Phone: 302.792.9695	Phone: 302.855.7830
Fax: 302.798.8566	Fax: 302.855.7832
Contact: Robert DeLacy, Vice President	Contact: Jeffrey S. Christopher, Sheriff
E-Mail: <a href="mailto:robert.delacy@dmprofessionalservices.com">robert.delacy@dmprofessionalservices.com</a>	E-Mail: <a href="mailto:jchristopher@sussexcountyde.gov">jchristopher@sussexcountyde.gov</a>

### **4. SHIPPING TERMS:**

[\(Return to Table of Contents\)](#)

F.O.B. destination.

### **5. DELIVERY AND PICKUP:**

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See Appendices A and B.

**6. PRICING:**

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Prices will remain firm for the term of the contract year.

<b>D M PROFESSIONAL SERVICES</b>		<b>SUSSEX COUNTY SHERIFF'S DEPARTMENT</b>	
NEW CASTLE AND KENT COUNTIES ZONES 1 AND 2		SUSSEX COUNTY ZONE 3	
<b>FAMILY COURT</b>		<b>FAMILY COURT</b>	
SERVICE	COST	SERVICE	COST
Family Court Documents	\$25.00	Subpoenas	\$21.00
Multiple documents up to 5 documents at the same location	\$7.00	Summons	\$21.00
State Agencies	\$18.00	Judicial Orders including Wage Attachments and Orders for Protection from Abuse	\$21.00
		All Personal Service Documents to Police and Law Enforcement Agencies or to Capias/Warrant Control Centers	\$15.00
		All Documents Not Requiring Personal Service to Police and Law Enforcement Agencies or to Capias/Warrant Control Centers	\$15.00
		All Documents to State Agencies	\$15.00
		Multiple documents up to six (6) documents at same location	\$6.00
<b>DIVISION OF CHILD SUPPORT ENFORCEMENT</b>		<b>DIVISION OF CHILD SUPPORT ENFORCEMENT</b>	
Division of Child Support Enforcement Documents	\$29.00	All Documents	\$23.00

## **ADDITIONAL TERMS AND CONDITIONS**

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### **7. BILLING:**

The successful vendor is required to **"Bill as Shipped" to the respective ordering agency(s)**. Ordering agencies shall provide at a minimum the contract number, ship to and bill to address, contract name and phone number.

### **8. PAYMENT:**

The agencies or school districts involved will authorize and process for payment each invoice within thirty (30) days after the date of receipt. The contractor or vendor must accept full payment by procurement (credit) card and/or conventional check and/or other electronic means at the State's option, without imposing any additional fees, costs or conditions.

### **9. PRODUCT SUBSTITUTION:**

All items delivered during the life of the contract shall be of the same type and manufacture as specified unless specific approval is given by Government Support Services to do otherwise. Substitutions may require the submission of written specifications and product evaluation prior to any approvals being granted.

### **10. ORDERING PROCEDURE:**

Successful contractors are required to have either a local telephone number within the (302) area code, a toll free (800) number, or agree to accept collect calls. Each agency is responsible for placing their orders and may be accomplished by written purchase order, telephone, fax or computer on-line systems. The contractor or vendor must accept full payment by procurement (credit) card and/or conventional check and/or other electronic means at the State's option, without imposing any additional fees, costs or conditions.

### **11. REQUIREMENTS:**

See Appendices A, B and C.

### **12. HOLD HARMLESS:**

The contractor agrees that it shall indemnify and hold the State of Delaware and all its agencies harmless from and against any and all claims for injury, loss of life, or damage to or loss of use of property caused or alleged to be caused, by acts or omissions of the contractor, its employees, and invitees on or about the premises and which arise out of the contractor's performance, or failure to perform as specified in the Agreement.

**13. NON-PERFORMANCE:**

In the event the contractor does not fulfill its obligations under the terms and conditions of this contract, the ordering agency may purchase equivalent product on the open market. Any difference in cost between the contract prices herein and the price of open market product shall be the responsibility of the contractor. Under no circumstances shall monies be due the contractor in the event open market products can be obtained below contract cost. Any monies charged to the contractor may be deducted from an open invoice.

**14. FORCE MAJEURE:**

Neither the contractor nor the ordering agency shall be held liable for non-performance under the terms and conditions of this contract due, but not limited to, government restriction, strike, flood, fire, or unforeseen catastrophe beyond either party's control. Each party shall notify the other in writing of any situation that may prevent performance under the terms and conditions of this contract.

**15. AGENCY'S RESPONSIBILITIES:**

The Agency shall:

- a. Examine and review in detail all letters, reports, drawings and other documents presented by the Contractor to the Agency and render to the Contractor in writing, findings and decisions pertaining thereto within a reasonable time so as not to delay the services of Contractor.
- b. Give prompt written notice to the Contractor whenever the Agency observes or otherwise becomes aware of any development that affects the scope or timing of the Contractor's services.

**APPENDIX A**  
**SCOPE OF WORK DETAILS**

**SCOPE OF WORK DETAILS – FAMILY COURT AND DIVISION OF CHILD SUPPORT**  
**ENFORCEMENT**

**A. SERVICES**

**I. STATEWIDE:**

The Contractor shall be the primary provider of personal service for process issued by the Family Court and Division of Child Support Enforcement of Delaware (See Attachment A). In addition, at any time during the term of this Service Agreement, at the Court's election, the Court may increase or decrease the number of documents for which the Contractor shall provide personal service in accordance with the provisions of this Service Agreement.

**II. DETAILS OF WORK**

The Contractor shall provide the following services to the Family Court:

1. Personal service of summonses, subpoenas, orders, writs or other documents issued by the Family Court. This shall include but not be limited to personal service in correctional institutions, and documents requiring quick turn-around, i.e. service in three days or less.

Personal Service of these documents shall, at all times, be in accordance with applicable statutes, rules of procedure, and Family Court policies and procedures regarding personal service. Family Court shall have sole discretion as to the method of service for all documents to be served under the terms and conditions of the contract. Service packets must be served as presented and may not be separated.

2. Pick up and return of documents at times and locations designated by the Court not less than twice per day, except where deemed unnecessary \*\*, and more frequent pick-up/return if deemed necessary by either the Contractor or the Court.  
The successful contractor may occasionally be required to serve outside of a county for which they have been awarded.

## II. DETAILS OF WORK

### A. SERVICES - (Continued)

- Documents issued by the Court in Zone 1 will be the responsibility of the awarded vendor for that zone, regardless of the destination.
- Documents issued by the Court in Zone 2 will be the responsibility of the awarded vendor for that zone, regardless of the destination.
- Documents issued by the Court in Zone 3 will be the responsibility of the awarded vendor for that zone, regardless of the destination.

\*\* NOTE: Pick-up of documents from any designated centralized data center locations such as DTI-Dover, Biggs-New Castle etc. may only be once per day.

3. Return "served dated" documents including all court orders to the designated return location no later than the next business day following service. Other documents shall be returned not later than two (2) business days.
4. Return all summons, to the designated return location no later than twenty (20) days from pick up. All original documents must accompany non-est service returns.
5. Return any documents bearing hearing date information to the designated return location, whether served or non-est, as follows:
  - a. Documents bearing a hearing date ten (10) days or more from the date received by the Contractor are to be returned to the designated return location no later than three (3) business days prior to the hearing date.
  - b. Documents bearing a hearing date of less than ten (10) days from the date received by the Contractor are to be returned no later than 3:00 p.m. on the business day preceding the scheduled hearing date for New Castle County and 4:00 p.m. for Kent and Sussex counties.
  - c. Documents pertaining to "next day" hearings may be returned no later than 8:30 a.m. on the date of the hearing.

Note: The Court reserves the right to modify these time frames for specific cases.

6. Return any other unserved documents NOT bearing a scheduled hearing date (such as Court Orders) to the designated return location within seven (7) days from the receipt of the documents by the Contractor.
7. Attempt service a minimum of three (3) times at various times of the day and evening to maximize likelihood of locating the party to be served, noting the date and times the

service was attempted.

## II. DETAILS OF WORK

### A. SERVICES - (Continued)

8. Complete paperwork deemed appropriate by the Court for control of documents exchanged between the Court and the Contractor and for the purpose of billing verification.
9. Accurately, completely and legibly provide the requisite information on each document relative to service as specified by the Family Court. This will include completing "Proof of Service" documents in accordance with a format provided to the contractor by the Family Court. At times issues may arise as to problems with the documents. These issues may require a response in writing.
10. Investigate incorrect/outdated addresses in order to obtain accurate address information for purposes of service. This may include but is not limited to contact with the petitioner, neighbors, United States Postal Service, credit bureaus, cross-reference directories, etc. Updated address or other information that will aid in the location of the person shall be noted by the Contractor on the returned documents for the Court's future reference.
11. Provide to the Court, at a site specified by the Court, the use of or access to a computerized system which will:
  - a. provide status information according to the Court's specifications on all outstanding personal service documents so that Court staff can monitor outstanding personal service documents, and
  - b. provide for automated invoicing as specified by the Court.
  - c. All data referenced in the specification shall remain the property of Family Court and shall be promptly transferred to Family Court, in a form acceptable to Family Court, at any time or at contract expiration. Family Court will advise Contractor as to the specifics of this disposition in writing.
  - d. All service information shall be updated in the automated system by 9:00 a.m. the next business day.

All costs (hardware, telephone line costs, software, data conversion, data entry and maintenance) shall be the Contractor's or Contractor's employees and may not be subcontracted to other contractors or individuals.

NOTE: As Court Information Systems are modified/improved/ advanced, the Contractor must be able to accept electronic transmission of documents from the Court as well as to transmit service results back to the Court, while retaining Proof of Service on file should one be required as proof by a Court Officer. The Court may require the Contractor to



enter information directly into the Court's Information Systems or to interface with the Systems to eliminate duplicate data entry.

## II. DETAILS OF WORK

### A. SERVICES - (Continued)

12. All service of process duties must be performed by the Contractor or Contractor's employees and may not be subcontracted to other contractors or individuals.
13. Contractor shall provide, at no charge, a courier service for and between the Family Court locations in New Castle, Kent and Sussex Counties. Delivery of documents to the specified destination shall occur no later than 24 hours following the Court's notification to the vendor, of the need for courier service. If the contract is awarded by zone, this section is not applicable.
14. Contractor shall provide, at no charge, a "same day" courier service for the delivery of warrants/capiases or other documents not requiring personal service to police or other law enforcement agencies or designated capias/warrant control centers.
15. Vendor will provide an e-mail address for the use of Family Court which may be used at the courts discretion for any questions or to provide additional information to the vendor for process issued.

### BILLING

The charges for the above-described services shall be at a "flat rate" and shall be in accordance with the following provisions. (Attachment "A" lists the various types of documents which Contractor may be called upon to serve.)

1. There shall be no charge for documents not successfully served.
2. There shall be no charge for documents returned to the Court after established time frames, whether non-est or served.
3. There shall be a reduced rate for the service of additional documents at a single address, not to exceed the total cost of 5 additional documents.
4. There shall be no charge for delivery of warrants/capiases or other documents not requiring personal service to police or other law-enforcement agencies or designated capias/warrant control centers.
5. There shall be a reduced rate for the personal service of documents to State agencies.
6. Invoicing for services provided by the Contractor shall be monthly and shall be submitted to the Court on or before the twenty-second day of the following month. A .5 percent

penalty of the total bill will be assessed for each calendar day the invoice is delinquent beyond the twenty-second day.

7. Invoicing shall be automated so as to provide automated, electronic billing verification by the Court at the individual document level in a format specified by the Court.

#### C. MODIFICATION

Neither the services nor the rates of performance nor any other provisions of the Agreement may be modified without prior approval of the Court, the Contractor and the Government Support Services, in writing, as an addendum to this Contract.

**ATTACHMENT A**

**LIST OF DOCUMENTS – FAMILY COURT**

SUBPOENAS

SUMMONS

JUDICIAL ORDERS INCLUDING WAGE ATTACHMENTS AND ORDERS FOR PROTECTION FROM ABUSE

ALL PERSONAL SERVICE DOCUMENTS TO POLICE AND LAW ENFORCEMENT AGENCIES OR TO CAPIAS/WARRANT CONTROL CENTERS

ALL DOCUMENTS NOT REQUIRING PERSONAL SERVICE TO POLICE AND LAW ENFORCEMENT AGENCIES OR TO CAPIAS/WARRANT CONTROL CENTERS

ALL DOCUMENTS TO STATE AGENCIES

## APPENDIX B

### INTRODUCTION

The Family Court Billing system is designed to track and maintain the flow of documents between Family Court and the process service vendor. This system will be used for billing the State of Delaware charges for service of documents.

The steps below describe the flow of documents between the Delaware Family Court and process service vendor. This is a SUGGESTED method and may be subject to change.

1. The document from Family Court is given to the process service vendor. The process service vendor keys in the date and time the process vendor received the document. They will also key the type of document (i.e. subpoena, summons, notice, order etc.) Family Court due date (as set in terms of contract), emergency indicator, the billable and non-billable amounts and the Family Court assigned control number (civil petition or criminal case/incident number).
2. The process service vendor will serve the document(s) and key in the date/time the document(s) is (are) served, as well as any special notations (who served, if other than named party; where served, if other than address on face of document etc).
3. For any documents that are not successfully served (non-est.) the document will be keyed as non-est. and no billable amount will be assessed.
4. For any documents delivered after the 6<sup>th</sup> document to the same address, the documents shall be keyed as no cost and no billable amount will be assessed.
5. The document is returned to Family Court. Family Court will key the date they receive the document. The received date is compared to the Family Court due date. If the received date is greater than the Family Court due date, any amounts shown as billable will be updated to non-billable when the billing program is run.
6. Fields designated to be filled in by process service vendor should be display only for Family Court. Fields designated to be filled in by Family Court should be display only for process service vendor. A method of identifying who entered or updated data MUST be available.
7. The billing program is run which provides a report of names with the amounts shown as billable and non-billed. This report can be capable to be generated several times, if any errors are found and corrected. Once there is an agreement of charges between Family Court and the process service vendor, the final billing is run. The reported names will have their status updated to "BILLED".

**NOTE:** The process service vendor has the flexibility to determine the programming language/database structure to best represent the required data elements. Information must include at minimum to ensure accuracy and billing continuity:

- Name of party on the document to be served
- Type of document (summons, subpoena, petition, court order, etc.)
- Date of pick-up
- Petition and file number
- Indication if service was successful or non-est
- Date service was effected
- Amount of fee

## **ACCESSING & USING THE SYSTEM**

- The system will be accessible only with a “USER” and “PASSWORD” code.
- System must have remote access to vendor’s live database (preferably web-based) for both view and update.
- The system must be available 24 hours per day, 7 days per week.
- Requests to add or change user ID’s &/or Passwords must be honored within 24 hours.
- The system must have an appropriate response time.
- Vendor will provide immediate response(s) to system problems during the business day (8:00 a.m. – 5:00 p.m.).
- User manuals (2 for each Court location) will be provided by the vendor.

## **DOCUMENT FLOW BETWEEN FAMILY COURT AND PROCESS SERVICE VENDOR**

The steps below describe the flow of a document between the State of Delaware Family Court and the process service vendor. This is only a suggested method and a may be subject to change.

1. The document from Family Court is given to the Process service vendor. The process service vendor keys in the date and time that the process service vendor received the document. Process service vendor will also key the type of paper, Family Court due date, emergency code, the billable/non-billable amounts and the Family Court assigned control number.
2. The process service vendor will serve the paper. The date the paper is served is keyed in. Also, the return notes are entered.
3. The document is returned to Family Court. Family Court will key the date they received the document. The received date is compared to the Family Court due date. If the date received or the service date is greater than the Family Court due date, any amounts shown as billable will become non-billable when the billing program is run.
4. Display only fields are described in Introduction.

**APPENDIX C**  
ADDITIONAL SPECIFICATIONS  
FOR TITLE IV-D CASES ONLY  
DELAWARE HEALTH AND SOCIAL SERVICES  
DIVISION OF CHILD SUPPORT ENFORCEMENT  
84A CHRISTIANA ROAD  
NEW CASTLE, DELAWARE 19720

**I. BACKGROUND**

The United States Department of Health and Human Services, Office of Child Support Enforcement (OCSE), is responsible for promulgating the regulations which govern the operations of state child support enforcement programs. The Division of Child Support Enforcement (the "DIVISION"), Delaware Health and Social Services (the "DEPARTMENT") has been designated as the Delaware Title IV-D agency.

A Child Support Enforcement Program is designed to provide services to families in securing financial assistance from non-custodial parents for their children to whom support is owed. In order to qualify for Federal matching funds, a child support enforcement program must be operated pursuant to a State Plan approved under Title IV of the Social Security Act. This Plan is commonly referred to as the IV-D Plan.

The IV-D agency is the single State agency designated to administer the State IV-D Plan. The DIVISION is the agency responsible for administration of this Plan in the State of Delaware and it may delegate or contract for activities set forth in the Plan. However, any such delegation of authority does not relieve the DIVISION of overall responsibility for the following: (1) ensuring that Contractors are notified of any lack of compliance with the State IV-D Plan and (2) reporting on all State IV-D activities.

Listed below are the six different IV-D activities:

1. Location of absent parents.
2. Establishment of paternity.
3. Establishment of child and medical support orders.
4. Collection and distribution of child support.
5. Enforcement of child and medical support obligations.
6. Cooperation with other states in child support related activities.

Each non-custodial parent against whom the IV-D agency is attempting to secure or enforce child support is considered to be an IV-D case. Where an individual is responsible for supporting children in more than one family, each separate family is considered as a separate and distinct case for funding and reporting purposes. Title IV-D cases consist of six types:

1. Temporary Assistance to Needy Families (TANF) Program Cases. Cases involving non-custodial parents whose children are receiving assistance payments through TANF.
2. Non-TANF Cases: Cases involving a non-custodial parent whose children are not receiving TANF, but where an application for IV-D services has been made by the custodial parent in accordance with the State Plan.
3. Foster Care Cases: Cases involving a temporary placement made by the Division of Family Services for children living with a custodian other than with their own parents.

4. Interstate Cases: Cases that have been referred by one state to the IV-D agency or the Family Court in a different state for assistance with part or all of the IV-D activities.
5. Medical Assistance Only (MAO) Cases: Cases in which Medicaid recipients are receiving medical benefits for their minor children.
6. Medical Support Cases: Cases with an established order for medical support; these cases may also be included with any of the other five types of cases listed above.

## II. PROJECT OVERVIEW

The Delaware Department of Health and Social Services (DHSS) have requested a cost for serving Family Court notices of process relating to actions taken on behalf of the Division of Child Support Enforcement. This service is to be provided on a statewide basis encompassing all three (3) zones in Delaware. The primary emphasis and concern of this proposal is to provide timely, accurate and reliable Service of Process at competitive prices.

## III. STATEMENT/SCOPE OF WORK

**The selected Contractor is expected to efficiently perform all of the following services:**

The Contractor must be a member in good standing of the National Association of Professional Process Servers (NAPPS).

To make Service of Process, in accordance with Family Court statutes and rules (in particular Family Court Civil Rule 4) to residents of New Castle, Kent and Sussex counties in connection with the Division's mandated functions. Service will be made to the addresses provided, including those of the respondent's employer when requested. The process server will use all available resources to identify and locate the address given on the document. The process server will attempt to serve the respondent at least five (5) times before returning the process as non est, with at least three (3) of those attempts being during the evening or weekend hours per summons. The server will not leave the process at any location when there is an indication that the respondent does not currently live at that address.

Unless specified otherwise by the Court, documents to be served will be picked up at the Family Court of the State of Delaware in the respective zone on those days that the Court is in session.

The documents will be returned to Family Court as either served or non est within specific timeframes set by Family Court. In emergency cases when these time frames are not applicable, the document will be returned on or before the Family Court specified timeframes and the provision that service be attempted five times will be waived. If no hearing date is specified on the document, it shall be returned within twenty (20) calendar days of the date it was issued by the Court.

Documentation on the return of Service of Process will be provided to the Division regarding:

1. the date and time of service;
2. the dates and times of attempted service;
3. the respondent's name;
4. the respondent's description;
5. the respondent's address;
6. the name, age, description and relationship to the respondent of the person served, and
7. if applicable, the reason the notice was not served.

Such documentation will be made by completing the "Affidavit of Process Server" form showing Service of Process in accordance with Family Court statutes and rules. If the document is served at the respondent's house on someone other than the respondent, personal service has taken place **only** if the process server verified that the dwelling is the usual place of abode of both the respondent and the person served at the time the summons was served. Service at the respondent's place of employment is valid only if made personally on the respondent.

A copy of all IV-D child support related documents provided to Family Court must also be delivered **once a week**, on each Monday to the Division of Child Support Enforcement office in the respective county in which the documents were served. If Monday falls on a state holiday, document delivery is due on that Tuesday. The State reserves the right to cancel this contract if the Contractor fails to abide on a timely and regular basis to the terms of this paragraph.

#### **IV DEPARTMENT/CONTRACTOR RESPONSIBILITIES**

##### **DEPARTMENT RESPONSIBILITIES:**

- The Department of Health and Social Service will conduct periodic quality control reviews to ensure contracted services are provided as agreed.
- Project coordination - A project coordinator will be appointed by the Director of the Division of Child Support Enforcement and, under the auspices of the Director, will provide the guidance necessary for the CONTRACTOR(s) to provide the contracted services. The coordinator will take all reasonable steps to facilitate CONTRACTOR tasks, as well as serve as a resource to the CONTRACTOR.
- Approval of Deliverables - The project coordinator will review, evaluate, and approve all deliverables prior to the CONTRACTOR being released from further responsibility.
- Policy Decisions - The Department of Health and Social Services retains final authority for policy decisions.

##### **CONTRACTOR RESPONSIBILITIES:**

- The CONTRACTOR shall serve Family Court notices of process relating to actions authorized by and taken on behalf of the Division of Child Support Enforcement.
- The CONTRACTOR shall maintain an organizational structure and staffing level sufficient to discharge the CONTRACTOR'S responsibilities under this Contract.
- The CONTRACTOR shall maintain an adequate liaison with the DIVISION in connection with CONTRACTOR'S contractual responsibilities.
- The CONTRACTOR shall assume sole and complete responsibility for the cost of and timely accomplishment of all its responsibilities under this contract.
- The CONTRACTOR shall be responsible for full, current and detailed knowledge and adhere to published federal and state legislation, regulations and guidelines pertinent to discharging the CONTRACTOR'S responsibilities.
- The CONTRACTOR shall cooperate fully with any other contractors, consultants or other parties that may be engaged by the DEPARTMENT, in connection with the object of this contract and permit access by all other parties, as requested in writing by the DEPARTMENT, to any procedures and records that may be in the possession of or under the control of the CONTRACTOR.



- The CONTRACTOR shall permit authorized representatives of the DEPARTMENT and/or the U.S. Department of Health and Human Services reasonable on-site access to the responsible employees of the CONTRACTOR performing services here under for the purpose of inspection, audit of records or discussing with such employees the duties they perform and the methods by which they perform such duties. The DEPARTMENT may inspect, in the manner and at times that it considers appropriate, all of the CONTRACTOR'S facilities and activities relevant to this Contract.
- The CONTRACTOR shall provide reasonable assistance as requested by the DEPARTMENT in maintaining liaison and coordination with groups, committees or similar bodies, which are interested in the performance of or object to this contract.
- The CONTRACTOR shall ensure that the CONTRACTOR'S personnel as well as the CONTRACTOR'S authorized subcontractor(s) and their personnel at all times comply with all security regulations in effect both on and off the DEPARTMENT'S premises for all materials belonging to the contract.
- CONTRACTOR shall obtain the DEPARTMENT'S written permission to remove from the DEPARTMENT'S premises any item or materials belonging to the DEPARTMENT prior to such removal.
- The CONTRACTOR assumes full responsibility for and agrees to indemnify the DEPARTMENT for any and all loss or damage of whatever kind or nature, to any and all state real or personal property, including but not limited to, data files, computer systems, documents, manuals and similar materials resulting in whole or in part from the willful, reckless or negligent acts or omissions of the CONTRACTOR, or any employee, agent or representative of the CONTRACTOR, or any subcontractor.
- The CONTRACTOR shall have overall responsibility for the management, performance and completion of all work under this contract.
- The CONTRACTOR shall have total and complete responsibility for the preparation of all items or products contracted for, as identified in this contract and its appendices. All costs of document preparation will be borne by the CONTRACTOR where appropriate. For those documents that the DIVISION will reproduce, the CONTRACTOR is responsible to provide camera-ready copies.
- Upon request, the CONTRACTOR agrees to be available for meetings with the DIVISION on a weekly or periodic basis to discuss performance compliance and to develop effective solutions to various contract problems and issues.
- The CONTRACTOR will coordinate all staff assignments with the DEPARTMENT'S Project Liaison. The DEPARTMENT reserves the right to review and approve all CONTRACTOR staff assignments to this contract.
- The CONTRACTOR shall communicate by telephone or in-person with the DEPARTMENT'S Liaison during the life of this contract at a time or times set by the Project Liaison for project status discussion meetings. These conferences shall be supplemented by information communications as needed to convey significant developments or problems as they arise.
- The CONTRACTOR shall identify at each project status meeting or teleconference any and all problems which the CONTRACTOR contends are caused by the DEPARTMENT'S failure to perform its obligations in a timely manner during a specified period and/or which have increased the CONTRACTOR'S costs and/or time for performing under this contract. The failure of the CONTRACTOR to identify such problems will constitute a binding admission by the CONTRACTOR that during the period in question there were no such problems.

- The DEPARTMENT shall have the opportunity to mitigate the effects of any such problem identified by the CONTRACTOR at the scheduled meeting in the succeeding period. The CONTRACTOR shall specifically identify in its scheduled report those previously specified problems whose effects have not been completely mitigated, and the failure to identify in its scheduled report any problem whose effects have not been completely mitigated shall constitute a binding admission by the CONTRACTOR that said problem has not resulted in an increase of the CONTRACTOR'S costs and/or time for performing this contract during the relevant period.

## **V. SPECIAL TERMS AND CONDITIONS**

### Contract Monitoring:

The CONTRACTOR will be monitored on a regular basis throughout the duration of the contract. Failure of the CONTRACTOR to resolve any problem(s) identified in the monitoring may be cause for termination of the contract.

### Ethic for CONTRACTORS:

As employers, the selected contractor must comply with all requirements of the child support program including:

- 1) reporting all newly hired or rehired employees to Delaware's [New Hire Reporting Program](#)
- 2) forwarding an employee's earnings as ordered by the Family Court
- 3) enrolling an employee's child(ren) in a health benefit plan and withholding the appropriate premium amount from the employee's wages.

### Funding Disclaimer Clause:

This contract is dependent upon the appropriation of the specific funds necessary by the state and federal government. The Department of Health and Social Services reserves the right to reject or accept any bid or portion thereof, as may be necessary to meet the DEPARTMENT'S funding limitations and processing constraints. The DEPARTMENT reserves the right to terminate any contractual agreement without prior notice in the event the State determines that State or federal funds are no longer available to continue the contract.

Failure to comply with all employer requirements of the child support program may result in withholding payments for Service of Process completed for Child Support Enforcement.

## **VII. INVOICING REQUIREMENTS**

1. Procedures for monthly billing must separate Division of Child Support Enforcement bills from Family Court bills. Invoices must include:
  - (a) the Family Court file number;
  - (b) the Case (Petition) number;
  - (c) the DACSES Data identifier;
  - (d) if available, the Division of Child Support Enforcement's caseworker identification number;
  - (e) if available, the Petition type;
  - (f) whether or not the Service of Process was provided;
  - (g) the date of service;
  - (h) a copy of the Family Court Civil Summons and Proof of Service;
  - (i) the reason of non-service;
  - (j) the amount of the fee;
  - (k) the name of the petitioner and the respondent; and
  - (l) the invoice is to be is alphabetized by respondent name
  
2. A report indicating the number of cases served, and the number of cases returned non est, during the month must accompany the monthly bill.

The cost to be charged will be based solely on those documents that are successfully served. Service should be by the date specifically ordered by the Court or within twenty (20) calendar days from date of issuance as required by Family Court Rule 4. The vendor will receive no payment for documents which are returned non est.