

NF
DA 15

*Richard
Contractant*

For Budget Division Use Only
Under \$2,000: Yes No
Reviewed by: fu

For Board Use Only
Date: 11/10/00
Number: CWD

CONTRACT SUMMARY

(To Accompany All Contracts Submitted for Review by the Board of Examiners)

I. DESCRIPTION OF CONTRACT:

1. State Agency: HUMAN RESOURCES - WELFARE DIVISION
Contractor Name: DOUGLAS COUNTY NEVADA - DISTRICT ATTORNEY'S OFFICE
Address: P.O. BOX 1240, MINDEN, NV 89423
Budget Account No.: 3239
Expenditure Category No.: 16, 18
Line item authority available: Yes No
2. Upon Board of Examiners approval or other effective date? 10/01/00
Termination date: 03/31/01
3. New contract or contract amendment? AMENDMENT #2
4. Type of contract: Cooperative Agreement, Child Support Enforcement
5. Purpose of contract (*Describe work to be accomplished*): to provide for legal representation, court services, and collection activities to accomplish identified functions of the title iv-d program and provide for reimbursement for said services. Amendment extends the term of the contract until march 31, 2001 and allows for payment of incentives according to new incentive plan
6. a. Payment for services to take place at the rate of \$ _____ per _____ (time interval) to a maximum of \$ _____ for the term of the contract.
b. If (a) not applicable, specify other basis of payment: Payment is made according to an approved annual budget, the total of all county budgets not to exceed the approved work program authority.
c. If amendment, explain changes: The amendment extends the expiration date of the contract from 9/30/00 to 3/31/01, provides for receipt and deposit of monies in accordance with provisions provided by the Division and, incorporates a new incentive payment schedule. Payment not to exceed \$14,706,878 for all counties in FY 01.

II. JUSTIFICATION: (County Cost Reimbursement) and \$1,473,117 (Incentives - In State)

7. What conditions mandate that this work be done? NRS 126.121 and Federal Regulations
8. Explain why State employees in contracting agency or other State agencies are not able to do this work. Specialized service.
9. a. Were bids or proposals solicited? Yes No If "Yes," please attach.
b. If "No," why not? Amendment to existing contract.
c. Why was this contractor chosen in preference to others? Not Applicable, Public Agency

10. If the contract continues an existing contractual relationship, confirm that the State is receiving the services that the contract purports to provide. *(Please explain)*

This is an amendment to the original contract. The Douglas County District Attorney's Office is providing services under the original contract.

III. OTHER INFORMATION:


11. Is the contractor employed by the State of Nevada, any of its political subdivisions or by any other government?

Yes No If "Yes," is contractor planning to render services while on annual leave, compensatory time, sick leave, or on his own time? *(Please explain)*

12. Has the contractor ever been engaged under contract by any State agency? Yes No If "Yes," specify when, for what duties, for what compensation, and for which agency. Human Resources - Welfare Division. As stated in #10 above, this is an amendment to an existing contract.

13. What is the source of funds used to pay contractor? Please break out by percentage if contractor is to be paid by more than one funding source. 66% federal financial participation and 34% county funds.

14. To what State fiscal year will contract cost be charged? FY01.



Signature of Agency Head

CONTRACT COMPLIANCE CHECKLIST

Agency: Human Resources - Welfare Division
 Contract Monitor: Miki Primus Phone: (775) 687-5773
 Contractor: Douglas County District Attorney's Office Phone: (775) 782-9881
 Contract Term: 10/01/96 to 03/31/01 Contract Renewal Date(s): _____

CONTRACT MILESTONES (Attachments if Necessary):

Milestones/(Deliverables or Renewals)	Date Due	Date Received
1. Claims for reimbursement due by the tenth of the month following month expenses incurred.		
2.		
3.		
4.		
5.		
6.		
7.		
8.		
9.		
10.		

INSURANCE SCHEDULE REQUIREMENTS (Attachments if Necessary):

Coverage Required	Date Policy Approved	Date Expires	Date Renewed	Date Increased or Replaced
1. None				
2.				
3.				
4.				
5.				

**Consultation with the Attorney General's office and/or Risk Management required.*

Miki Primus

Agency's Contract Monitor

10/26/00

Date

0506306

BK0101PG0880

**AMENDMENT #2 TO COOPERATIVE AGREEMENT
FOR IV-D SERVICES**

**BETWEEN THE STATE OF NEVADA
ACTING BY AND THROUGH ITS**

**DEPARTMENT OF HUMAN RESOURCES
WELFARE DIVISION**

and

THE DOUGLAS COUNTY DISTRICT ATTORNEY'S OFFICE

1. AMENDMENTS. All provisions of the original contract dated October 1, 1996, and Amendments One thereto, attached hereto as Exhibit A, remain in full force and effect with the exception of the following:

The parties agree to amend section VI(P) which currently reads:

This agreement shall be in effect from October 1, 1996 through September 30, 2000 unless otherwise terminated or extended by renewal as provided herein.

and shall be changed to read:

This agreement shall be in effect from October 1, 1996 through March 31, 2001 unless otherwise terminated or extended by renewal as provided herein.

The parties also agree to amend section IV by adding:

M. To receive and deposit collections in accordance with procedures provided by the Division.

The parties also agree to incorporate Attachment C, Incentive Payments, attached hereto.

2. INCORPORATED DOCUMENTS. Exhibit A (Original Contract and Amendments One, and Two thereto) and Attachment C are attached hereto, incorporated by reference herein and made a part of this amended contract.

3. REQUIRED APPROVAL. This amendment to the original contract shall not become effective until and unless approved by the Nevada State Board of Examiners.

IN WITNESS WHEREOF, the parties hereto have caused this amendment to the original contract to be signed and intend to be legally bound thereby.

Signatures:

DOUGLAS COUNTY

STATE OF NEVADA WELFARE DIVISION

By *Jacqueline Rodriguez*
Chairman, Board of County Commissioners

By: *[Signature]*
Administrator

Date 10/9/00
SEAL

Date: 11-3-00

ATTESTED TO BY THE BOARD CLERK

DEPARTMENT OF HUMAN RESOURCES

By *Barbara Beed*
Douglas County Board Clerk
By: L Lynch, deputy

By: *[Signature]*
Director

Date 10-9-2000

Date: 11/6/00

JUDICIAL DISTRICT COURT IN AND FOR
THE STATE OF NEVADA

APPROVED AS TO FORM ONLY:
Frankie Sue Del Papa
Attorney General

By *[Signature]*
Chief Judge

By: *[Signature]*
Deputy Attorney General

Date: 10-19-2000

Date: _____

DOUGLAS COUNTY

By *Barbara Beed*
County Clerk *By: L Lynch, deputy*

[Signature]
BOE

Date 10-9-2000
SEAL

11/10/00
DATE

SCOTT DOYLE
DISTRICT ATTORNEY
DOUGLAS COUNTY

By *[Signature]*

Date 10/12/00

H:\wpdoc\Contracts\Amend 2 or 3 extension, incentives,SCaDU\Doug Amend 2.wpd

0506306

BK0101PG0882

ATTACHMENT "C"

INCENTIVE PAYMENTS

The Child Support Performance Act of 1998 requires incentive payments to be based on the states' performance. Federal Action Transmittal 99-12 dated October 12, 1999, previously provided to each district attorney's office, proposed new rules for incentives, penalties, and audit. This attachment describes how incentives will be calculated and disbursed to the states.

I. CALCULATION OF COUNTY INCENTIVES

Incentives to the counties will be distributed based on their performance in four areas: 1) Paternity Establishment, 2) Cases with Orders 3) Collections on Current Support and, 4) Collection on Arrears. Reports from the state's automated system will be used to calculate these incentives.

A. DEFINITIONS OF PERFORMANCE MEASUREMENTS

1. Paternity Establishment Percentage (PEP)

Total # of Children in IV-D Caseload as of the end of the Federal Fiscal Year, who were Born-Out-of-Wedlock with Paternity Established or Acknowledged divided by the total number of Children in the IV-D Caseload as of the end of the preceding Federal Fiscal Year who were Born Out-of-Wedlock. The PEP is a measure of children in the caseload at a point-in-time. Paternities include those established by: 1) voluntary acknowledgment; and 2) all types of orders, including court, administrative, and default. However, a paternity can only be counted once either when a voluntary acknowledgment is completed or when an order determining paternity is established.

2. Cases with an Order

Number of IV-D cases with child support orders divided by the total number of IV-D cases. Support orders include all types of legally enforceable orders, including court, default, and administrative. Since the measure is a case count at a point-in-time, modifications to an order do not affect the count.

3. Collections on Current Support

Total dollars collected for current support in IV-D cases divided by total

dollars owed for current support in IV-D cases. Measures the amount of current support collected as compared to the total amount owed. Current support is money applied to current support obligations and does not include payment plans for payment toward arrears. If included, voluntary collections must be included in both the numerator and the denominator. This measure would be computed monthly and the total of all months reported at the end of the year.

4. **Collection on Arrears**

Total number of eligible IV-D cases paying toward arrears divided by the total number of IV-D cases with arrears due. This measure would include those cases where all of the past-due child support was disbursed to the family, or all of the past due child support was retained by the state because all the past due child support was assigned to the state. If some of the past due child support was assigned to the state and some was owed to the family, only those cases where some of the support actually was disbursed to the family would be included.

This measure would be computed monthly and the total of all months reported at the end of the year.

B. COMPLETING INCENTIVE WORKSHEET

Referring to the Incentive Worksheet (Exhibit B) complete the data fields as follows:
Note: An example (Exhibit C) is provided to assist each county with this process.

1. **DETERMINE COUNTY PERFORMANCE LEVEL**

For the four performance measurements, determine the county performance level.

2. **DETERMINING APPLICABLE PERCENTAGE WITH RESPECT TO THE FOUR PERFORMANCES MEASURES**

Use the federal charts (Exhibit A) to determine the appropriate percentage for each performance level.

3. **DETERMINING TOTAL INCENTIVE COLLECTIONS**

The collection base for the county is determined by multiplying collections for Nevada TANF and Former TANF cases by three and adding collections for all other case types.

4. DETERMINING COUNTIES COLLECTION BASE

The total incentive collections is multiplied by the applicable percentage for each performance measurement. The total for each are then added together to determine the total collection base.

5. DETERMINING THE COUNTY PERCENTAGE OF THE INCENTIVE POOL

Add the collection base for all counties to determine the state collection base. Divide the county collection base by the state collection base to arrive at the county percentage of incentive pool. (Exhibit B)

6. DETERMINING COUNTY INCENTIVES

Multiply the amount of incentives awarded by OCSE, by the county percentage of the incentive pool to determine the counties incentives for the year.

II. DISTRIBUTION OF INCENTIVES TO THE COUNTIES

A. ESTIMATING INCENTIVES

The state must include one fourth of its estimated annual incentive payment on each of its quarterly expenditure reports to the Office of Child Support Enforcement (OCSE). This estimate will be based on the projections of incentives by each county for the federal fiscal year. This information must be provided to the state in order to receive estimated incentives.

If a county does not provide an estimate to the state for the federal fiscal year, incentives will be distributed to the county following the end of the fiscal year when OCSE calculates and notifies the state of the amount of incentives.

If the county overestimated their incentives for the previous fiscal year, the state will deduct this amount from the monthly federal reimbursement for expenditures.

B. REINVESTMENT

Section 458A (f) of the Social Security Act requires states to use incentive payments to supplement and not supplant funds used by the state in its IV-D program. The act requires states to maintain or exceed program expenditures for the base federal fiscal year of 1998.

If the state fails to meet this requirement, incentives will be reduced to Nevada. These reduced incentives will be the amount disbursed to the offices by the following formula

C. IMPLEMENTATION SCHEDULE

The new incentive process will begin with Federal Fiscal Year (FFY) 2000 (October 1, 1999 through September 30, 2000).

D. DATA RELIABILITY

Section 452 (g) (2) (c) of the Social Security Act requires data to be complete and reliable. If OCSE determines the data reported is not reliable and incentives are not distributed to the state, no incentives will be distributed to the counties. If the county has received estimated incentives, the amount of estimated incentives received will be deducted from the monthly reimbursement.

OCSE will evaluate the data for the outcome measurements proposed in AT 99-12. Federal audit staff may determine data is unreliable for specific measurements. Offices will not receive estimated incentives for those outcome measurement determined to be incomplete or unreliable by OCSE. At such time the data is determined by OCSE to be complete and reliable, the office will again be able to estimate incentives for those outcome measurements.

E. CASE ASSIGNMENT RULES

Federal regulations require that a case can only be counted once within the state for reporting and incentive purposes. Interstate cases may be included in both the initiating and responding states caseload. Cases will be assigned to the appropriate county or program area office (PAO) based on the following rules.

1. Intrastate Cases

If a county office transfers a case to another county office or PAO to provide services, the case will be included in the receiving county or PAO caseload.

2. County Office Establishment/Enforcement - PAO providing locate services

For those county offices in which the PAO is providing locate services for a case with or without an order. The case will be included in the case counts for the county office.

3. PAO Established Paternity and/or Obligation

In jurisdictions in which the PAO does not refer cases to the county district attorney and performs its own establishment or enforcement activities the PAO will count those cases in the PAO caseload and will participate in the incentive disbursement formula.

0506306

BK0101PG0886

EXHIBIT C

EXAMPLE

County: _____

<u>Performance Area</u>	<u>County Performance Level</u>	<u>Applicable %</u>		<u>Total Incentive Collections</u>	=	<u>Collection Base</u>
a. Paternity	72%	84%	X	\$15m	=	12.6
b. Case with Orders	59%	69%	X	\$15m	=	10.3
c. Collection on current support	44%	54%	X	\$15m	=	8.1
d. Collection on Arrears	42%	51%	X	\$15m	=	<u>7.6</u>
						38.6

Total collection base

A. DETERMINING TOTAL INCENTIVE COLLECTIONS

Nevada TANF/Former TANF collection	\$1 m X 3 = \$3 m
Other collections	= \$12 m
Other collections	= \$15m

This total is shown in the total incentive collection column.

B. DETERMINING THE COUNTY PERCENTAGE OF THE INCENTIVE POOL

In this example the total county collection base is 100. Dividing the county collection base by the total county collection base ($38.6 \div 100 = .39$) is equal to 39%.

C. DETERMINING COUNTY INCENTIVES

Incentive paid to state	= \$2m
County % of incentive pool	= x .39
Incentive due county	= \$780,000

Under this example the county would receive \$780,000 in incentives.

**EXHIBIT B
INCENTIVE WORKSHEET**

County: _____

<u>Performance Area</u>	<u>County Performance Level</u>	<u>Applicable %</u>	<u>Total Incentive Collections</u>	<u>Collection Base</u>
a. Paternity		X	=	
b. Case with Orders		X	=	
Collection on current support		X	=	
d. Collection on Arrears		X	=	
Total collection base			=	_____

A. DETERMINING TOTAL INCENTIVE COLLECTIONS

- Nevada TANF/Former TANF collection X 3 =
- Other collections =
- Other collections =

This total is shown in the total incentive collection column.

Total statewide collection base _____

B. COUNTY PERCENTAGE OF INCENTIVE POOL

County collection base ÷ statewide collection base = %

C. COUNTY INCENTIVES

Incentive paid state \$ _____
 County % of incentive pool x _____ %
 Incentive due county _____

EXHIBIT A

To determine the applicable percentage for each performance measurement use the following tables.

If the paternity establishment performance level is:

At least	But less than	The applicable percentage is
80%		100%
79%	80%	98%
78%	79%	96%
77%	78%	94%
76%	77%	92%
75%	76%	90%
74%	75%	88%
73%	74%	86%
72%	73%	84%
71%	72%	82%
70%	71%	80%
69%	70%	79%
68%	69%	78%
67%	68%	77%
66%	67%	76%
65%	66%	75%
64%	65%	74%
63%	64%	73%
62%	63%	72%
61%	62%	71%
60%	61%	70%
59%	60%	69%
58%	59%	68%
57%	58%	67%
56%	57%	66%
55%	56%	65%
54%	55%	64%
53%	54%	63%
52%	53%	62%
51%	52%	61%
50%	51%	60%
0 %	50%	0%

Notwithstanding the preceding sentence, if the paternity establishment performance level of a county for

a fiscal year is less than 50% but exceeds by at least 10 percentage points the paternity establishment performance level of the county for the immediately preceding fiscal year, then the applicable percentage with respect to the county's paternity establishment performance level is 50%.

If the support order performance level is:

At least	But less than	The applicable percentage is
80%		100%
79%	80%	98%
78%	79%	96%
77%	78%	94%
76%	77%	92%
75%	76%	90%
74%	75%	88%
73%	74%	86%
72%	73%	84%
71%	72%	82%
70%	71%	80%
69%	70%	79%
68%	69%	78%
67%	68%	77%
66%	67%	76%
65%	66%	75%
64%	65%	74%
63%	64%	73%
62%	63%	72%
61%	62%	71%
60%	61%	70%
59%	60%	69%
58%	59%	68%
57%	58%	67%
56%	57%	66%
55%	56%	65%
54%	55%	64%
53%	54%	63%
52%	53%	62%
51%	52%	61%
50%	51%	60%
0 %	50%	0

Notwithstanding the preceding sentence, if the support order performance level of a county for a fiscal year is less than 50% but exceeds by at least 10 percentage points the support order performance level of the county for the immediately preceding fiscal year, then the applicable percentage with respect to the county's support order performance level is 50%.

If the current payment performance level is:

At least	But less than	The applicable percentage is
80%		100%
79%	80%	98%
78%	79%	96%
77%	78%	94%
76%	77%	92%
75%	76%	90%
74%	75%	88%
73%	74%	86%
72%	73%	84%
71%	72%	82%
70%	71%	80%
69%	70%	79%
68%	69%	78%
67%	68%	77%
66%	67%	76%
65%	66%	75%
64%	65%	74%
63%	64%	73%
62%	63%	72%
61%	62%	71%
60%	61%	70%
59%	60%	69%
58%	59%	68%
57%	58%	67%
56%	57%	66%
55%	56%	65%
54%	55%	64%
53%	54%	63%
52%	53%	62%
51%	52%	61%
50%	51%	60%
49%	50%	59%
48%	49%	58%

0506306

BK0101PG0891

47%	48%	57%
46%	47%	56%
45%	46%	55%
44%	45%	54%
43%	44%	53%
42%	43%	52%
41%	42%	51%
40%	41%	50%
0%	40%	0

Notwithstanding the preceding sentence, if the current payment performance level of a county for a fiscal year is less than 40% but exceeds by at least 10 percentage points the current payment performance level of the county for the immediately preceding fiscal year, then the applicable percentage with respect to the county's current payment performance level is 50%.

If the arrearage payment performance level is:

At least	But less than	The applicable percentage is
80%		100%
79%	80%	98%
78%	79%	96%
77%	78%	94%
76%	77%	92%
75%	76%	90%
74%	75%	88%
73%	74%	86%
72%	73%	84%
71%	72%	82%
70%	71%	80%
69%	70%	79%
68%	69%	78%
67%	68%	77%
66%	67%	76%
65%	66%	75%
64%	65%	74%
63%	64%	73%
62%	63%	72%
61%	62%	71%
60%	61%	70%
59%	60%	69%
58%	59%	68%

0506306

BK0101PG0892

57%
56%
55%
54%
53%
52%
51%
50%
49%
48%
47%
~~46%~~
45%
44%
43%
42%
41%
40%
0%

58%
57%
56%
55%
54%
53%
52%
51%
50%
49%
48%
47%
46%
45%
44%
43%
42%
41%
40%

67%
66%
65%
64%
63%
62%
61%
60%
59%
58%
57%
56%
55%
54%
53%
52%
51%
50%
0

Notwithstanding the preceding sentence, if the arrearage payment performance level of a county for a fiscal year is less than 40% but exceeds by at least 10 percentage points the arrearage payment performance level of the county for the immediately preceding fiscal year, then the applicable percentage with respect to the county's arrearage payment performance level is 50%.

0506306

BK0101PG0893

EXHIBIT

A

COPY

0506306

BK0101PG0894

STATE OF NEVADA
WELFARE DIVISION
DEPARTMENT OF HUMAN RESOURCES

COOPERATIVE AGREEMENT FOR TITLE IV-D SERVICES
WITH DOUGLAS COUNTY, NEVADA
CONTRACT AMENDMENT NUMBER ONE

This is an amendment of original contract effective October 01, 1996.

The parties agree to amend section I (A) which currently reads:

To allocate funds for the provision of services contracted in this Agreement with the understanding that administrative costs will be reimbursed and incentive payments paid by the Department of Health and Human Services, through the Division, at the level authorized by Congress for Title IV, Part D, of the Social Security Act.

and shall be changed to read:

To allocate funds for the provision of services contracted in this Agreement with the understanding that administrative costs will be reimbursed and incentive payments paid by the Department of Health and Human Services, through the Division, at the level authorized by Congress for Title IV, Part D, of the Social Security Act.

Expenditures for conversion related activities for existing staff overtime, contract temporary services secured through a competitive bid process, or other activities approved by OCSE and the deputy administrator for NOMADS will be reimbursed 100% (66% or 80% federal financial participation and 34% or 20% state funds). To qualify for 100% reimbursement, a plan outlining the activities, expected outcomes, and costs to be reimbursed must be submitted.

Conversion activities related to the Personal Responsibility and Work Opportunity Reconciliation Act (PRWORA) requirement for existing staff (non-overtime) will be reimbursed at 80% FFP (county will be responsible for 20%) if OCSE approves PRWORA related expenditures.

All other provisions of the agreement remain in effect.

IN WITNESS WHEREOF, the parties hereto have caused this agreement to be signed and intend to be legally bound thereby.

Signatures: (Only those participating in Agreement)

COUNTY OF Douglas
By Jacques Etchegoyhen
Chairman, Board of County Commissioners

Date 11-8-97

STATE OF NEVADA WELFARE DIVISION
By Jill Loren
Administrator

Date 12/10/99

0506306

BK0101PG0895

ATTESTED TO BY THE BOARD CLERK

By Barbara Reed by Sondra Condon
County Board Clerk Chief Deputy Clerk

Date November 8, 1999

JUDICIAL DISTRICT COURT IN AND FOR
THE STATE OF NEVADA

By David [Signature]
Chief Judge

Date: 11-2-99

County Of Douglas

By Barbara Reed by Sondra Condon
County Clerk Chief Deputy Clerk

Date November 8, 1999

DISTRICT ATTORNEY
COUNTY OF Douglas

By [Signature]

Date 11/9/99

DEPARTMENT OF HUMAN RESOURCES

By Blaine [Signature] ASO III
Director

Date 12/20/99

APPROVED AS TO FORM ONLY:

Frankie Sue Del Papa
Attorney General

By: [Signature]
Deputy Attorney General

Date: 12/15/99

STATE OF NEVADA
WELFARE DIVISION
DEPARTMENT OF HUMAN RESOURCES

COOPERATIVE AGREEMENT FOR TITLE IV-D SERVICES

WITH

DOUGLAS COUNTY, NEVADA

THIS AGREEMENT is entered into this 1st day of October 1996, by and between the NEVADA STATE WELFARE DIVISION (hereinafter referred to as the "DIVISION"), and the COUNTY OF DOUGLAS, a political subdivision of the State of Nevada pursuant to Part 45 Code of Federal Regulations 302.34 and 303.107, hereinafter referred to as 45 CFR.

W I T N E S S E T H

WHEREAS, Title IV, Part D, Section 451, of the Social Security Act, authorizes an appropriation for each fiscal year for the purpose of enforcing the support obligations owed by absent parents to their children, locating absent parents, establishing paternity, and obtaining child support; and,

WHEREAS, the Child Support Enforcement Program within the Division, has been designated the single and separate organizational unit to develop and administer the Nevada State Plan pursuant to Title IV, Part D, Section 454 of the Social Security Act; and,

WHEREAS, Title IV, Part D, Section (7) of the Social Security Act authorizes the Division to enter into Cooperative Agreements with appropriate courts and law enforcement officials to implement an efficient statewide system to meet the purposes of this Act; and,

WHEREAS, the Nevada Revised Statutes authorizes the District Court of the State of Nevada to take evidence, hear arguments, and issue orders regarding establishing paternity, securing support, and recovering support debts for children who may or may not be receiving public assistance; and,

WHEREAS, Nevada Revised Statutes and the Social Security Act require the Division attempt to establish paternity, secure support, and recover support debts for children who may or may not be receiving public assistance; and,

WHEREAS, the Division may carry out its responsibilities through, and in coordination with, Nevada's District Attorneys; and,

WHEREAS, Title IV, Part D, Child Support Enforcement Program, offers federal financial participation in the form of reimbursements and incentives with which to plan, coordinate, and improve support enforcement services to Nevada's children and taxpayers; and,

0506306

WHEREAS, the Title IV, Part D, Program requires the development of an effective and efficient system to assist children in obtaining and securing their birth rights,

THEREFORE, the Parties agree as follows:

I. The COUNTY Agrees

- A. To allocate funds for the provision of services contracted in this Agreement with the understanding that administrative costs will be reimbursed and incentive payments paid by the Department of Health and Human Services, through the Division, at the level authorized by Congress for Title IV, Part D, of the Social Security Act.
- B. To assure that funding levels allow for an organizational structure and sufficient staff to fulfill child support enforcement functions as outlined in this Agreement.

II. The DISTRICT COURT Agrees

- A. To provide Court resources to meet the standards of Expedited Process required pursuant to 45 CFR 303.101 and Nevada Revised Statutes 3.415 in issuing orders regarding the establishment of support obligations, securing of support and recovery of support debts, in both intrastate and interstate actions and for children who may or may not be receiving public assistance. The Court will provide services to establish paternity, but need not meet the provisions of 45 CFR 303.101 or NRS 3.415.
- B. That it shall use Hearing Masters and/or Referees pursuant to Nevada Revised Statutes 3.405 or 425.3832 (unless an exemption is granted, or an existing exemption is revoked because of failure to meet expedited process time frames as a result of state or federal audit, or county reporting), whose reports are not final Court Orders, to hold hearings to meet the purposes of the Child Support Enforcement Program.
- C. That it shall ensure that expedited process time frames pursuant to Nevada Revised Statutes 3.415 are met. And pursuant to Nevada Revised Statutes 425.3844, that it shall approve or reject a Master's recommendation for modification(s) within twenty one (21) days from the date of the Master's recommendation.
- D. To limit any claims for reimbursements to those costs for the administration of the "Master System" that hold hearings to meet the purposes of the Child Support Enforcement Program.
- E. To file all claims for reimbursements through the District Attorney's Office at least quarterly.
- F. Standardized forms developed for the Nevada automated computer system will be used in all IV-D cases, unless specifically exempted by procedures described in the SEP Manual.

0506306

-2- BK0101PG0898

(WP\SEP\COOPAGR.DOU)

- G. That reasonable efforts will be made to provide hearing masters appropriate training at state and national conferences on child support as well as through attendance at workshops, classes or discussion groups on child support. "Reasonable efforts" with respect to training opportunities will be evaluated by proper consideration of the funds appropriated for activity of this kind as well as notification of these training opportunities supplied by the Chief of the Child Support Enforcement Program. Nothing in this paragraph limits the ability of the District Court to allow additional staff to attend these training opportunities based on funds appropriated for activity of this kind and based on the need for representation in the different program areas.
- H. Federal statutes, regulations and policies established for all state IV-D programs will be complied with to the extent they do not violate the U.S. Constitution and the Nevada Constitution. This includes, but is not limited to, the federal requirements for review and adjustment as part of the state IV-D program.
- I. Any equipment or furniture purchased with SEP/Federal funds must be clearly marked and all purchasing records prepared so as to identify SEP as the source of funds for the purchase. An inventory must be developed based on these records which identifies where the items are being stored or used in the office.

III. The COUNTY CLERK Agrees

- A. To provide those services commonly the responsibility of Clerks of a Court in the State of Nevada, including the filing and docketing of new actions, the scheduling of court hearings, the filing of legal documents associated with court cases and orders from the Court.
- B. To accept, account for, deposit, and distribute child support collections in compliance with Court Orders and Nevada Statutes.
- C. To make reports, or provide data upon which the District Attorney's Office can file such reports with the Nevada Child Support Enforcement Program in the format and within time frames requested by the Division as referenced in Exhibit "A" attached.
- D. That the standardized forms developed for the Nevada automated computer system will be used in all IV-D cases, unless specifically exempted by procedures described in the SEP Manual.

IV. The DISTRICT ATTORNEY Agrees

- A. To provide for the administration and management of the Child Support Enforcement Program within the County.

0506306

- B. To provide investigative, clerical, and professional services to any Title IV, Part D, applicant and/or any individual referred under state assignment (45 CFR 301.1, i.e. AFDC, Title IV-E Foster Care, Medicaid only assistance cases, et. al.) seeking to establish paternity, to establish a support obligation, and/or the enforcement of a child support obligation, and/or to enforce medical support.
- C. To meet the requirements imposed in Section III of this Agreement, if the District Attorney's Office is responsible for the collection and distribution functions identified within said section.
- D. To act as the coordinating agency within the COUNTY to assure compliance with the management requirements of this Agreement, and to process all claims for reimbursement for all County agencies under this agreement within one hundred eighty (180) days from incurred expenditure(s), unless approval for an extension is granted by the Chief of the Child Support Enforcement Program of the Division.
- E. Standardized forms developed for the Nevada automated computer system will be used in all IV-D cases, unless specifically exempted by procedures described in the SEP Manual.
- F. That reasonable efforts will be made to provide attorneys and case workers appropriate training at state and national conferences on child support as well as through attendance at workshops, classes or discussion groups on child support. "Reasonable efforts" with respect to training opportunities will be evaluated by proper consideration of the funds appropriated for activity of this kind as well as notification of these training opportunities supplied by the Chief of the Child Support Enforcement Program. Nothing in this paragraph limits the ability of the District Attorney to allow additional staff to attend these training opportunities based on funds appropriated for activity of this kind and based on the need for representation in the different program areas.
- G. Any equipment or furniture purchased with SEP/Federal funds must be clearly marked and all purchasing records prepared so as to identify SEP as the source of funds for the purchase. An inventory must be developed based on these records which identifies where the items are being stored or used in the office.

V. The DIVISION Agrees

- A. To administer and manage the Title IV, Part D, Program within the State, including the Interstate Central Registry, the processing of claims for reimbursement, distribution of incentive payments, conduct and coordination of Program audit and monitoring, providing technical assistance, and providing Program information.
- B. To provide investigative and clerical services in the processing of Nevada public assistance nonsupport cases, and to provide State Parent Locate Services to all cases within the State at the request of the District Attorney.
- C. To coordinate the development and submission of legislative proposals in concert with the State's Courts and District Attorneys.
- D. To act as the liaison agency with the Federal Office of Child Support Enforcement in implementing and dissemination of new regulations, coordinating federal audits, and developing correctional plans to keep the Program in compliance with Federal Regulations.

VI. ALL PARTIES Mutually Agree

- A. To provide Title IV, Part D, services in compliance with Federal Regulations and any other applicable requirements so long as such services are authorized or permitted under Nevada Revised Statutes.
- B. To permit authorized State and Federal personnel to monitor and/or audit the activities, procedures, cases, and accounting records that are subject to this Agreement, and to develop correctional plans to rectify any exceptions noted in monitoring and/or audit reports that place their office out of compliance with this Agreement or Federal/State Statutes and Regulations.
- C. That all Parties will insure that every person who has access to, or control over, funds collected under this Agreement is covered by a bond against loss resulting for employee dishonesty.
- D. That the Parties shall not use or disclose any information concerning a recipient of services under this Agreement, or a subject of investigation under this Agreement, for any purposes not in conformity with the Social Security Act and only as permitted by NRS, NAC or federal law.
- E. Penalty Provision:

If the County is found by the Division not to comply substantially with the requirements of Title IV, Part D, of the Social Security Act based on an audit of the Division conducted by the Federal Office of Child Support Enforcement, the Division will notify the County in writing of such finding. The County will be granted the same time period as is granted to the Division by the Federal Office of Child Support Enforcement to bring the County into compliance.

0506306

The County shall be assessed a penalty against any reimbursements due under this Agreement whenever the Federal Office of Child Support Enforcement applies a sanction against the Division because of errors or omissions of the County. The penalty/ penalties shall be assessed against the reimbursements to the County at the same rates and for like periods of those assessed by the Federal Office of Child Support Enforcement against the Division. Any penalty assessed against a County will be retained by the Division to offset the penalty assessed against the Division.

The County may be required to reimburse the State when County failure to follow IRS procedures established by the Division for IRS instituted adjustments result in a monetary loss to the State.

F. Termination for Convenience or Cause

The County or the Division may terminate this Agreement at any time without cause, or in the event of: 1) material breach of this Agreement by either Party; or 2) failure to take corrective action; or 3) termination of the program established by Congress in Title IV-D of the Social Security Act or any significant change in federal or state funding provisions. Termination will be effective sixty (60) days after written notice is received by the other Party.

Upon such termination, the County shall furnish to the Division all records and pertinent information which the Division may need to meet federal requirements under the IV-D Program. When the County provides said records and information to the Division, the Division shall pay the County for costs incurred according to this Agreement through the last day of this Agreement.

G. Revision of Agreement

Any alterations, variations, or modifications of provisions of the Agreement shall only be valid when they have been reduced to writing, duly signed, and attached to the original of this Agreement.

Revision of this Agreement may be based upon the need to incorporate revised IV-D program requirements or to address program budget revisions.

H. Renewal of Agreement

This Agreement will be reviewed periodically by the Division, not less than once per duration of the Agreement, to be conducted not less than ninety (90) days prior to the expiration date of this Agreement to ensure that continuous IV-D services are provided. Renewal of this Agreement may be based upon satisfactory levels of compliance with the items stated in Exhibit "A" attached.

0506306

This Agreement may be renewed for additional periods as mutually agreed, and shall only be valid when they have been reduced to writing, duly signed, and attached to the original of this Agreement. Renewal must be approved/negotiated not less than thirty (30) days prior to the existing Agreement's ending date, and will be effective upon expiration of the existing Agreement.

I. Non-Discrimination

There shall be no discrimination on the basis of race, color, sex, religion, ancestry, national origin, age, or handicap. No otherwise qualified individual shall be excluded from participation in, be denied the benefits of, or be subjected to discrimination under this Agreement. The Parties agree to treat, without regard to the aforementioned factors, all individuals on an equal basis in employment practices, in connection with the Child Support Enforcement Program.

J. Severability

If any provision herein or the application thereof, to any person or circumstance, is held invalid, such invalidity shall not affect the validity, or applicability, of other provisions of this Agreement, which can be given effect without the invalid provision or application, and to this end, the provisions of this Agreement and are declared to be severable.

K. All Terms and Conditions Included in Agreement

This Agreement contains all the terms and conditions agreed upon by the Parties. All items incorporated by reference are physically attached. No other Agreements, oral or otherwise, regarding the subject matter of the Agreement, shall be deemed to exist or bind any of the Parties hereto.

L. Attachments Provision

The Performance Criteria and Budget Analysis attached hereto and labeled "Exhibit A" and "Exhibit B," are hereby incorporated by reference into and become a part of this Agreement. Budgets must be submitted annually in compliance with the Cost Allocation Plan for Division approval.

M. Construction

This Agreement shall be construed and interpreted according to the laws of the State of Nevada.

N. Indemnification

Each Party will remain liable for its own actions.

O. Independent Contractor

1. That County is an independent contractor and that this Agreement is entered into in accordance with NRS 284.173, which Statute in pertinent part, provides that the contractor is not a State Employee, and:

There must be no:

- a. Withholding of income taxes by the State;
- b. Industrial Insurance coverage provided by the State;
- c. Participation in group insurance plans which may be available to employees of the State;
- d. Contributions on behalf of the independent contractor by the State of Nevada to the Public Employees Retirement System;
- e. Accumulation of State Vacation Leave or Sick Leave; and
- f. Unemployment Compensation coverage provided by the State if the requirements of NRS 612.085 for independent contractors are met.

P. Time Frames of Agreement:

This Agreement shall be in effect from October 1, 1996 through September 30, 2000 unless otherwise terminated or extended by renewal as provided herein.

Signatures: (Only those participating in Agreement)

COUNTY OF DOUGLAS

By *Jason E. L...*
Chairman, Board of County
Commissioners

Date JANUARY 6 1997

ATTESTED TO BY THE BOARD CLERK

By *[Signature]*
County Board Clerk

Date JANUARY 6 1997

STATE OF NEVADA WELFARE DIVISION

By *[Signature]*
Administrator

Date 1/27/97

DEPARTMENT OF HUMAN RESOURCES

By *[Signature]*
Director

Date 2/14/97

0506306

JUDICIAL DISTRICT COURT
IN AND FOR THE STATE OF NEVADA

By *David Conkle*
Chief Judge

Date: Jan 7, 1997

APPROVED AS TO FORM ONLY:

Frankie Sue Del Papa
Attorney General

By *[Signature]*
Deputy Attorney General

Date 1/21/97

COUNTY OF DOUGLAS

By *[Signature]*
County Clerk

Date January 15, 1997

DISTRICT ATTORNEY
COUNTY OF DOUGLAS

By *[Signature]*

Date JANUARY 6, 1997

COOPER

0506306

BK0101PG0905 (WP\SEP\COOPAGR.DOU)

EXHIBIT "A"

PERFORMANCE CRITERIA

Under this Agreement, the Parties responsible for completing each identified function agrees to meet the following performance standards:

I. Administration:

- A. The Administrator of each agency is responsible for the establishment of policies and procedures for the direction of Title IV-D Program staff, and the implementation of policies to maintain the Program in compliance with State Statutes and Federal Regulations for the administration of the Title IV-D Program in their office.
- B. The Administration must make reasonable effort to maintain sufficient staff, facilities, and equipment to deliver the services agreed upon in the Agreement, and must establish a prioritization policy that is in compliance with CFR 303.10.
- C. The Administration must review audit and monitoring reports filed by the Federal/State Offices, and must develop correctional plans within 90 days of receiving such reports to bring their office into compliance with this Agreement and State/Federal Statutes and/or Regulations.

II. Management:

- A. The Manager of each agency is responsible for the development of systems to:
 1. Maintain, compile, and retain records for case investigations, court evidence, Program evaluations, reporting, and audit purposes. Maintain records in a format to back up required Division reporting for a period of three (3) years, or longer if records are currently under audit.
 2. Assure compliance with Title IV-D performance standards as identified in 45 CFR, Part 305.
 3. Develop complete, accurate, and timely reporting to the Nevada Child Support Enforcement Program within the time frames specified by the Nevada Child Support Enforcement Program.
 4. Publicize the Program in compliance with DA/PAO MEMO #35-87 and 45 CFR 302.30.

0506306

B. The Manager of each agency is responsible for the development and maintenance of step-by-step written procedures of:

1. The intake process for accepting Title IV-D applications for service.
2. The Interstate Central Registry process (45 CFR 305.32).
3. The local/state locate process (45 CFR 305.33).
4. Establishing paternity (45 CFR 305.24).
5. Establishing support obligations (45 CFR 305.25).
6. Enforcing support obligations (45 CFR 305.26).
7. Income withholding process (45 CFR 305.49).
8. Expedited Processes (45 CFR 305.50).
9. Support payments to the IV-D Agency (45 CFR 305.27).
10. Distribution of support payments (45 CFR 305.28).
11. Individuals not otherwise eligible (45 CFR 305.31).
12. Cooperation with other states (45 CFR 305.32).
13. Reports and maintenance of records (45 CFR 305.35).
14. Fiscal policies and accountability (45 CFR 305.36).
15. Bonding of employees (45 CFR 305.37).
16. Separation of cash handling and accounting functions (45 CFR 305.38).
17. Withholding of unemployment compensation (45 CFR 305.39).
18. Federal tax refund offset (45 CFR 305.40).
19. Spousal support (45 CFR 305.42).
20. Payment of support through the IV-D Agency (45 CFR 305.48).
21. Imposition of liens against real and personal property (45 CFR 305.52).
22. Posting security, bond, or guarantee to secure payment of overdue support (45 CFR 305.53).
23. Making information available to consumer reporting agencies (45 CFR 305.54).

24. Medical support enforcement (45 CFR 305.56).

- C. The Manager is responsible for acquiring a copy of the Employee Performance Bond each year, and transmitting it to the Child Support Enforcement Program.
- D. The Manager is responsible for developing procedures to assure that persons responsible for handling cash receipts of child support collections do not participate in accounting or operating functions which would permit them to conceal in the accounting records the misuse of child support receipts.
- E. The Manager is responsible for enforcing policies to efficiently process distribution of child support collections, and must include:
1. To exchange information necessary for proper distribution of support collections as required under 45 CFR 302.51.
 2. To distribute all public assistance payments to the Division, or as directed by the Division for medical support payments, within five (5) working days of receipt of payment, except for payments received during the final days of each month, which must be distributed by the second working day of the following month, unless extenuating circumstances preclude it.
 3. Distribute all non-public assistance payments to the client in the most timely manner possible. Should the office lose contact with the client, the agency must attempt to locate the client so that distribution can be completed.

The payment must be returned to the collecting agency or payor if the client cannot be located.

- F. The Manager is responsible for compiling and transmitting the following reports:
1. All fiscal and other records necessary for reporting and accountability pursuant to 45 CFR 302.15. These records shall include, but are not limited to documentation of:
 - a. MONTHLY REPORT (FORM 4910-EC)
 - 1) Applications pursuant to 45 CFR 302.33 for support services available under the State Plan
 - 2) Location of absent parents
 - 3) Actions to establish paternity
 - 4) Actions to obtain and enforce support obligations

0506306

b. ACCOUNT RECEIVABLE REPORT (ISSUED WITH DA/PAO MEMO ANNUALLY)

- 1) Amount and sources of support collections

c. STATEMENT OF AFDC AND NON-AFDC CHILD SUPPORT COLLECTIONS (FORM 4920-EC)

UNDISTRIBUTED COLLECTIONS REPORT

- 1) Distribution of support collections

d. ADMINISTRATIVE COST REIMBURSEMENT REPORT

- 1) Any fees charged or paid for support enforcement services
- 2) Any other administrative costs, which may include but are not limited to:

MAJOR EXPENSE CATEGORIES

- a) Salaries
- b) Employee Benefits
- c) In-State Travel
- d) Out-of-State Travel
- e) Supplies, Communication, Equipment Rental and Equipment Maintenance
- f) Equipment Purchase or Depreciation
- g) Other
- h) County Indirect Cost Rate
- i) Computer Systems

e. EXPEDITED PROCESS REPORT
PUBLIC AWARENESS REPORT

- 1) Such other information and/or reports that may be required to plan and evaluate the system or certify required information to the Office of Child Support Enforcement.

2. Reports will be submitted on a monthly or annual basis to the Division according to time frames specified by the Division as outlined in the Support Enforcement Manual. Records will be maintained in a format to back up required Division reporting for a period of three (3) years, or longer if records are currently under audit.

G. The Manager is responsible to review the support enforcement cases within their office to close those cases that meet the case closure criteria specified in 45 CFR 303.11. Orders in such cases must not be dismissed, unless there is no Nevada Order or Judgment; or, the Judgment has been satisfied, as such action jeopardizes the collection of past due support for the family, or the Division.

0506306

H. The Manager is responsible for a records retention plan which includes:

1. The maintenance of an accounting system and supporting fiscal records, adequate to assure that claims for federal funds are in accord with applicable federal requirements and the approved Cost Allocation Plan. Retain financial records and documentation for a period of three years.
2. To maintain case records that are adequate for tracking activities in each case.
3. To retain case records on closed files for a period of three years, or until federal audits are completed.
4. All financial and case records must be made available for Federal/State audit purposes.

I. Program Management is responsible for the accurate filing of claims, and the timely payment of such reimbursements. Procedures for efficiently processing such claims are:

1. Reimbursements shall be limited to such activities and services as are required and permitted by Title IV-D of the Social Security Act, and Federal Regulations. Such reimbursements are further limited by, and subject to, the availability of federal financial participation.
2. Subject to the terms of this Agreement and the provisions of 45 CFR, Chapter 3, Part 304, the Division must reimburse the other Parties of this Agreement for no more than the total dollar amount made in accordance with the estimated budget submitted each year pursuant to Exhibit "B" attached hereto. The yearly estimated budget for reimbursement, may be augmented with the written approval of the Division.
3. Reimbursements of all claims must be in accordance with a cost allocation plan that has been approved by the Division.
4. The District Attorney shall submit a monthly expenditure report to the Division identifying all claims for the County by County Parties, for the purpose of claiming administrative cost reimbursements.
5. Any administrative reimbursement payments due under the terms of this Agreement shall be made by the Division to the District Attorney within thirty (30) days after the Division has received funds from the United States Department of Health and Human Services.

0506306

Claims shall be paid based on those actually received and included in the Division's request for a drawdown from the U.S. Department of Health and Human Services, and should insufficient funds be provided by that Department, the funds shall be proportionately disbursed to the eligible claimants.

6. Any administrative reimbursement payments due under the terms of this Agreement may be withheld until all program and financial reports due under the terms of this Agreement, and necessary adjustments thereto, have been received and approved by the Division; approval must not be unreasonably withheld.

J. Program Management is responsible for the accurate and timely payment of incentives to the County, and the following standard shall apply:

1. The Division shall pay the District Attorney's Office an incentive payment at the rate specified in 45 CFR 303.52 and outlined in the Support Enforcement Manual for all collections made as the result of their legal actions. Such payments shall be made within thirty (30) days of the end of the quarter if federal incentive monies are available. Adjustments shall be payable at the close of the Federal fiscal year, and shall be transmitted within thirty (30) days of receipt by the Division.

III. Provision of Services

A. The Parties must provide services to all interstate and intrastate cases, whether public assistance/referred under state assignment (45 CFR 301.1, i.e. AFDC, Title IV-E Foster Care, Medicaid Only cases, et.al.) or non-public assistance in an equal manner. This standard includes all services in URESA, parentage, continued services for former AFDC cases, enforcement of medical support and/or income withholding actions.

B. The Parties agree to adhere to case processing time frames and procedures pursuant to:

45 CFR 302.32	Distribution of Collections
45 CFR 303.2	Application Process
45 CFR 303.3	Location of Absent Parents
45 CFR 303.4	Establishment of Support Obligations
45 CFR 303.5	Paternity Establishment
45 CFR 303.6	Enforcement of Support Obligations
45 CFR 303.7	Interstate Central Registry
45 CFR 303.10	Case Assessment and Prioritization
45 CFR 303.11	Case Closure Criteria
45 CFR 303.72	Collection of Past Due Support by IRS Offset

and referenced in the Nevada State Welfare Division Support Enforcement Manual.

0506306

The Parties agree that failure to meet case processing standards may result in revocation of any existing exemption for expedited process.

C. When appropriate the following services must be provided:

1. Accept applications/requests from any party with cause to bring an action, requiring only a signed application and fees as authorized by the Division.
2. Provide services in interstate IV-D cases according to Central Registry, responding state, and initiating state responsibilities pursuant to 45 CFR 303.7.
3. Within no more than 75 days of determining that location is necessary, access all appropriate location sources, including the Federal PLS, and ensure that location information is sufficient to take the next appropriate action on the case. Attempts must be repeated quarterly, or immediately upon receipt of new information which may aid in location. Quarterly attempts may be limited to automated sources but must include accessing state employment security files. At least annually, cases must be submitted to the Federal PLS in which location is needed and previous attempts to locate have failed and meet the requirements for submittal to the Federal PLS.
4. Complete service of process within 90 calendar days of locating the absent parent or of establishing paternity.
5. Limit negotiations with a defendant, or their counsel, to standards applied in applicable state formulas or statutes, or obtain approval from appropriate petitioner.
6. Actions to establish or enforce support obligations must be completed from the time of successful service of process to the time of disposition within the required time frames pursuant to expedited process requirements in 45 CFR 303.101 and Nevada Revised Statutes Chapter 3. These actions include establishing a date for a court hearing, continuing on with a court hearing, if the defendant, or his/her counsel, fails to comply with the agreed upon procedures for obtaining a stipulation.

(Interstate Nevada responding paternity cases must be delayed pending commitment of payment for genetic testing costs by the initiating agency.)

0506306

7. Order immediate income withholding in all cases unless good cause is found. And where income withholding is not done immediately, apply the provisions of income withholding whenever: a) a responsible parent is an equivalent of thirty (30) days delinquent in payment of their support obligation regardless of good cause or other arrangements; or b) at the request of the custodial parent in the absence of any delinquency and such request meets the policy of the Division for such withholding. Payment of all arrearages is not a basis for preventing income withholding from taking effect.
8. Petition the Court for Medical Health Insurance/Support in any case eligible and to enforce such Orders if the Court has required medical health insurance/support be provided, pursuant to 45 CFR 303.30 and 303.31.
9. Meet the standards for adjudicating cases as prescribed in 45 CFR 303.101.
10. Monitor delinquent cases, and take actions as required in 45 CFR 303.6 to gain compliance with the Child Support Order. When a case is delinquent enforcement actions must be taken within thirty (30) calendar days. If service of process is required, the actions must be taken within sixty (60) calendar days.
11. Exchange information with an initiating or referring agency.
12. Periodically review the support obligation within cases to determine changes in financial circumstances and take action no less frequently than 36 months after the establishment of the Order or the most recent review at the request of either parent; as required for review and modification pursuant to 45 CFR 303.8, and permitted in Nevada Revised Statute 125B.145.
13. Attempt to obtain judgments upon arrearages and past unpaid public assistance.
14. Submit eligible cases to the Division for certification to the IRS tax refund offset program according to state time frames specified in the Support Enforcement Manual. Forward requests for administrative review as directed by the Division. Advise the State IRS Coordinator of any IRS collection returned to the respondent. Seek reimbursement as directed by the Division from petitioner for any adjustments made by IRS after collection has occurred.
15. Advise the Division if the recipient of public assistance and/or individual referred under state assignment (45 CFR 301.1, i.e. AFDC, Title IV-E Foster Care, Medicaid Only assistance cases, et.al.) fails or refuses to cooperate in establishing paternity, and/or securing support, and to participate in any Division "Fair Hearing" that may arise for the issue of a recipient's noncooperation.

0506306

16. If the District Attorney is of the opinion that a Court Order is erroneous, and presents a question of law or issue warranting an appeal, or requiring a response to an appeal, by an adverse party, he shall:
- a. Contact the Division or initiating jurisdiction if possible, within seven (7) calendar days after the Order is issued or the appeal is filed by an adverse party; and,
 - b. Provide the Division or initiating jurisdiction with sufficient case information and documentation to enable them to make the determination of whether or not they will appeal, or respond to an appeal; and,
 - c. Provide assistance in accomplishing all tasks to appeal or submit a timely response to an appeal.
 - d. If the District Attorney decides that an appeal is not warranted, the District Attorney is not required to pursue an appeal which in his opinion unwarranted.
17. Commitments in the handling of the Division's cases:
- a. The District Attorney shall process cases the Division elects to refer to the District Attorney's Office.
 - b. The District Attorney shall notify the Division of the status of any case upon request.
 - c. The District Attorney shall notify the Division of any hearing dates that have been set in any case in which the Division is a Party.
 - d. The District Attorney shall notify the Division of negotiations or proposed settlements and refrain from entering into compromises or settlements, until approved by the Program Area Office.
 - e. The District Attorney shall send copies to the Division of all Masters findings and any Orders modified by District Court obtained in cases in which the Division is a Party, and send copies of any Masters findings and any Orders modified by District Court which are contrary to the rights and interests of the Division within seven (7) days of entry of such Order.
 - f. The District Attorney will forward any medical support dollars collected on Nevada public assistance cases to the state medicaid agency as directed by the Division.

0506306

18. Commitments by the Division in processing referrals:

- a. The Division shall provide the District Attorney's Office such reports, information, and testimony deemed appropriate by his office.
- b. The Division shall act as guardian ad litem in any case in which the Court deems appropriate.

COPY

0506306

-A10-

BK0101PG0915

(WP\SEP\COOPAGE.A)

EXHIBIT "B"

SUPPORT ENFORCEMENT PROGRAM
BUDGET ANALYSIS

Exhibit "B", Budget Analysis, is divided into three parts. Part One is a general explanation of the budget process. Part Two contains instructions on how to prepare your county's annual budget analysis. Part Three contains the forms on which your county's annual budget is calculated and submitted.

PART ONE: EXPLANATION

The budget review process is implemented to provide an estimate of Title IV-D funds needed in any fiscal year, and to analyze requests for Federal Financial Participation (FFP) to examine the cost-effectiveness of the proposal.

A budget must be submitted each year to the Chief, Child Support Enforcement Program, for establishment of a maximum level of reimbursements. In April of each year, a budget is distributed by the state IV-D agency to your county district attorney's office for completion. This budget must be returned by your county to the Chief, Child Support Program, no later than June 15 of each year preceding the new fiscal year.

FFP is approved at the applicable matching federal rate by the federal government through the federal Office of Child Support Enforcement (OCSE) and transmitted to your individual offices.

Budgetary costs that are not covered by FFP pursuant to 45 CFR 304.23 include, but are not limited to, the following:

1. Bad debts
2. Contingencies
3. Contributions and donations
4. Entertainment
5. Fines and penalties
6. Governor's expenses
7. Interest and other financial costs
8. Legislative expenses
9. Underrecovery of costs under grant agreements

Budgetary costs that require approval prior to expenditure in order to be covered by FFP are listed as follows:

1. Data processing
2. Building space and related facilities
3. Capital expenditures
4. Insurance and indemnification
5. Management studies
6. Preagreement costs
7. Professional services
8. Proposal costs

0506306

Allowable costs for FFP are listed on the attached budget analysis sheets designated Part Three of this Exhibit "B". Listed are various categories of expenses which could arise. A county's particular Cost Allocation Plan may not provide for every category listed which may necessitate an amendment to that county's Plan. The Title IV-D accounting unit will coordinate any required amendments with a county.

The U.S. Congress has shown an interest in reviewing the cost effectiveness of the program, and every state and local unit of government must take appropriate actions to protect this valuable funding source. It is recommended that each county review its office operation from the following positions:

1. Ensure office procedures maintain an efficient flow of work.
2. Ensure that Title IV-D resources and staff are directed to Title IV-D matters only.
3. Ensure that efficient and effective methods are applied in processing the legal aspects of cases.
4. Control program costs so only essential expenditures are made.

Administrators must consider the cost-effectiveness of their proposals to assure the Title IV-D Program meets or exceeds its past relationships between total expenditures and child support collected. The only exception to this policy is if an Administrator plans a management move that will increase the future efficiency of the office that has been approved by the Chief, Child Support Enforcement Program.

FFP is reimbursed to each county by the submittal of claims for reimbursement to the state IV-D agency based upon each county's approved annual budget analysis. The claim reimbursement procedure is as follows:

Claims from the county IV-D office for FFP reimbursement are to be submitted within one-hundred eighty days (180) from incurred expenditure unless an approval for an extension is granted by the Chief of the Child Support Enforcement Program of the Division.

Claims for reimbursement [as referenced in Exhibit A - Performance Criteria, Section II.F.(d)] must include a listing of costs incurred pursuant to the IV-D program with receipts for such costs attached and the Indirect Title IV-D Worker Time Sheet Daily Record. As noted in Part Two of this budget analysis, certain expenditures require approval prior to county expenditure/claim for FFP reimbursement.

Upon receipt by the state IV-D agency, claims are audited and approved/disapproved. Disapproved claims are returned to the appropriate county with a letter of explanation. Approved claims are vouchered and forwarded for distribution by the State Controller's Office.

0506306

PART TWO: INSTRUCTIONS FOR COMPLETING PART THREE OF THE BUDGET ANALYSIS

The SUMMARY OF BUDGET REQUEST page in Part Three is to be completed last. Complete the detail in Part Three for items A-K first (on pages 11-13). For categories in which explanation is requested, please annotate or attach extra pages as needed. Guidelines for completing categories A-K are as follows:

A. PERSONNEL: (Salaries only)

1. List title of position for which you are requesting reimbursement.
2. List the number of staff within this position classification that will be Title IV-D staff.
3. List the annual salary of the position(s).
4. Estimate the percentage of time this staff member(s) will be assigned to Title IV-D responsibilities.
5. Identify the annual salary apportioned to Title IV-D. Explanation: The anticipated expenditures to the position is multiplied by the percentage of time the position is expected to work on Title V-D matters.

Example:

<u>District Attorney's</u> <u>Annual Salary</u>	X	<u>Percentage</u> <u>of IV-D Time</u>	-	<u>Title IV-D</u> <u>Cost</u>
25,000	X	10%	-	\$2,500

B. FRINGE BENEFITS:

1. The standard benefits given government employees have been listed in this category. The rate for each benefit must be identified along with the portion of a staff member's salary that is dedicated to Title IV-D activities. The portion of a staff member's salary that is dedicated to Title IV-D work is multiplied by the rate of the particular fringe benefit.

Example:

<u>Title IV-D</u> <u>Costs for DA</u>	X	<u>Retirement</u> <u>Rate</u>	-	<u>Retirement</u> <u>Cost</u>
\$2,500	X	15%	-	\$375

2. Each category is based on rates except Group Insurance. The applicant will have to provide a brief explanation of how this category was computed.

0506306

C. COUNTY INDIRECT COSTS:

Indirect costs are those incurred for a common or joint purpose benefiting more than the Title IV-D Child Support Enforcement Program in the operation of the child support program in your county. Examples of indirect costs are:

- * Depreciation or use allowance on buildings and equipment.
- * Cost of operating or maintaining facilities such as heat and utilities or building maintenance.
- * Salaries for time spent by county employees not employed by the IV-D program whom are indirectly performing child support tasks, such as county clerks.
- * Supplies purchased by county funds which are used by more than one county entity, including the use by or benefit of your child support office, for which your office must reimburse the county.

Costs allocated as indirect and calculated in your county's indirect cost rate should not be listed as direct costs in this budget proposal.

1. The indirect cost is computed at a rate of 10% of salaries (not including overtime or fringe costs) if your county has no rate specified/approved pursuant to your Cost Allocation Plan.
2. Those counties with approved indirect cost rate plans must manage such plans in compliance with federal regulations.

D. INSTATE TRAVEL:

All travel in which you want Title IV-D reimbursements require PRIOR approval of the Chief, Child Support Enforcement Program. The travel must be for the purpose of administration of the Title IV-D program. Travel is approved at the prevailing state rates for travel.

E. OUTSTATE TRAVEL:

Same as instate travel.

F. SUPPLIES, COMMUNICATIONS, EQUIPMENT RENTAL AND MAINTENANCE (Data processing not included):

1. Office/Janitor Supplies:

Please identify the various types of supplies your agency defines as office/janitorial.

2. Postage and Freight:

All claims must be supported with documentation of actual Title IV-D expenditures. Records must be retained for audit purposes.

0506306

3. Telephone Rental & Tolls:

All claims must be supported with documentation of actual Title IV-D expenditures. Records must be retained for audit purposes.

4. Printing:

Please identify the forms/materials for which you are budgeting.

5. Equipment Rental/Maintenance/Maintenance contracts:

All contracts must meet state and federal procurement procedures. The use of a rental process must be justified from the point of cost-effectiveness. The cost of maintaining aged/obsolete equipment should be analyzed as to the cost-effectiveness of continued use. Maintain copies of all contracts for audit purposes.

6. Other:

This line is for types of expenditures within this category not specifically identified as a cost.

G. EQUIPMENT PURCHASE/DEPRECIATION (Data processing not included):

1. Lump sum reimbursements on equipment may be made on expenditures up to \$25,000. Equipment procurements in excess of this amount must be depreciated over the life expectancy of the piece of equipment.
2. Equipment procurements with costs in excess of \$300.00 must receive PRIOR approval of the Chief, Child Support Enforcement Program to be eligible for Title IV-D reimbursements.
3. An equipment inventory system must be maintained to identify all equipment procured with a federal interest, and the equipment must be managed in compliance with 45 CFR 95, Subpart G. The inventory control form must be updated with each new procurement, and a copy of the updated form must be transmitted to the Title IV-D accounting unit.

H. BUILDING SPACE RENTAL:

1. This category is for the cost of renting office space. This is an allowable cost subject to condition standards set by federal regulation. Therefore, this budgetary cost item requires approval PRIOR to expenditure.

I. OTHER EXPENSES:

1. Copies/Reproductions:

This category is for the costs of copying documents (not for equipment procurement). Charges for the shared use of copying systems must include a procedure to log IV-D use exclusive of the other office uses.

0506306

2. Bonds:

This category is for the costs of premiums on bonds covering employees who handle Title IV-D funds. The county must calculate the portion of the premium that applies to the employee(s) when the bond covers other employees handling non-IV-D funds. An explanation of the calculation for bonding costs must be attached.

3. Advertising:

Must be related to Title IV-D matters/activities.

4. Building Maintenance:

This category is for costs incurred for necessary maintenance, repair, or upkeep of property which neither add to the permanent value of the property nor appreciably prolong its intended life, but keep it in an efficient operating condition. Prior approval from the Chief, Child Support Enforcement Program of the Division is required. Expenditures in this category will not be approved if they are calculated and charged to the INDIRECT COST category as explained in Part II, C.

5. Dues & Registration:

Must be related to family support matters.

6. Publications/Periodicals:

Must be related to family support matters.

7. Fees (service of process, garnishment):

Must be related to Title IV-D program actions.

8. Other:

For categories not specifically identified.

J. PATERNITY COSTS:

This category should include expert witnesses, genetic testing costs, etc. Such costs are reimbursable, but efforts must be made to recover costs from putative fathers who have been adjudicated the natural father. Fees collected for such costs must be deducted from your administrative costs so that the county is not collecting from both the Title IV-D program and natural father for the same cost.

K. DATA PROCESSING:

The planning, development, implementation, operation, equipment replacement and/or enhancement of all Title IV-D systems must be in compliance with 45 CFR Part 307 and Part 95, Subpart F.

0506306

These regulations require an Advance Planning Document be prepared, and approved by the Chief, Child Support Enforcement Program, before reimbursements can be authorized in any planning, development, implementation, equipment replacement and/or enhancement effort.

After the system is implemented, you can request reimbursements for the operation of an existing system without requiring a new Advance Planning Document (unless you are requesting enhancements to your system).

The operational costs you may request reimbursements on include:

1. Hardware:

This category is to reimburse for the use of county equipment not procured under a federal program/grant. All other hardware requests must include a plan/justification for use.

2. Software:

All software requests must be accompanied by a plan/justification for use.

3. Maintenance Contracts:

This category is for contracts to maintain/repair automated systems hardware.

Contracts with private companies are allowable. A copy of the contract must be retained for audit purposes. Contracts involving equipment outside the Title IV-D program must include procedures to document/separate Title IV-D costs from those of other county units.

Maintenance claims filed by county department of data processing units are reimbursable only if such departments routinely charge all other county offices for such services, and the rates are the same for all offices.

4. Programmer fees:

This category is for programmer/contractor costs associated with the maintenance of Child Support Enforcement application programs and associated system operating costs.

Declared costs must include procedures to document and separate Title IV-D costs from those of other county units.

5. Supplies, etc.:

This category is for supplies directly associated with the functioning of the automated system. Please identify the types of supplies your agency defines as computer system related.

0506306

After the items A-K (on pages 11-13) are completed in Part Three:

1. Extract the total cost amounts for each category and fill in the category amount(s) on the appropriate spaces on the SUMMARY OF BUDGET REQUEST (page 10).
2. Total the category cost amounts (A-K) to obtain the TOTAL BUDGET REQUEST amount.
3. Fill in the appropriate fiscal year designation on all pages of Part Three.
4. Fill in the name of your county on the SUMMARY OF BUDGET REQUEST page.
5. Make sure all necessary documentation/explanation is attached.

Submit the completed Part Three: Budget Analysis (and attachments, if necessary) to the Chief, Child Support Enforcement Program, Nevada State Welfare Division for approval by June 15 of the year preceding the new fiscal year.

REQUESTED BY
DOUGLAS COUNTY
IN OFFICIAL RECORDS OF
DOUGLAS CO., NEVADA

2001 JAN -4 PM 4: 03

LINDA SLATER
RECORDER

\$ 0 PAID KJ DEPUTY

0506306

BK0101PG0923