

NF

DOC # 0635077  
01/24/2005 02:42 PM Deputy: KLJ

OFFICIAL RECORD

Requested By:

D C/DISTRICT ATTORNEY

Douglas County - NV  
Werner Christen - Recorder

Page: 1 Of 30 Fee: 0.00  
BK-0105 PG- 8084 RPTT: 0.00



Assessor's Parcel Number: N/A

Date: JANUARY 21, 2005

Recording Requested By:

✓ Name: DISTRICT ATTORNEY'S OFFICE

Address: \_\_\_\_\_

City/State/Zip: \_\_\_\_\_

Real Property Transfer Tax: \$ N/A

CONTRACT #2005.018

(Title of Document)

This page added to provide additional information required by NRS 111.312 Sections 1-2. (Additional recording fee applies)

*This cover page must be typed or legibly hand printed.*

FILED

INTERLOCAL CONTRACT BETWEEN PUBLIC AGENCIES

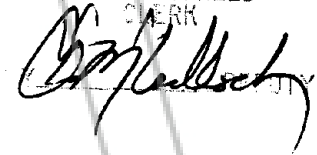
NO. 2005-018

2005 JAN 21 PM 3:48

A Contract Between the State of Nevada  
Acting by and Through Its

DEPARTMENT OF HUMAN RESOURCES  
WELFARE DIVISION  
1470 E. College Pkwy  
Carson City, Nevada 89706

BARBARA REED  
CLERK



and

DOUGLAS COUNTY DISTRICT ATTORNEY, FAMILY SUPPORT  
P.O. Box 1240  
1625 8<sup>th</sup> Street  
Minden, Nevada 89423

W I T N E S S E T H

WHEREAS, NRS 277.180 authorizes any one or more public agencies to contract with any one or more other public agencies to perform any governmental service, activity or undertaking which any of the public agencies entering into the contract is authorized by law to perform; and

WHEREAS, it is deemed that the services hereinafter set forth are both necessary and in the best interests of the Department of Human Resources, Welfare Division and the State of Nevada;

NOW, THEREFORE, in consideration of the aforesaid premises, the parties mutually agree as follows:

1. REQUIRED APPROVAL This Contract shall not become effective until and unless approved by appropriate official action of the governing body of each party.
2. DEFINITIONS State, means the State of Nevada and any state agency identified herein, its officers, employees and immune contractors as defined in NRS 41.0307.
3. CONTRACT TERM This Contract shall be effective upon approval to June 30, 2008 unless sooner terminated by either party as set forth in this contract.
4. TERMINATION The Contract may be terminated by either party prior to the date set forth in paragraph (3), provided that a termination shall not be effective until one hundred twenty (120) days after a party has served written notice upon the other party. The parties expressly agree that this contract may be terminated

immediately if for any reason the Welfare Division, State and/or federal funding ability to satisfy this Contract is withdrawn, limited, or impaired.

5. NOTICE All notices or other communications required or permitted under this Contract shall be in writing and shall be deemed to have been duly given if delivered personally in hand, by telephonic facsimile with simultaneous regular mail, or mailed certified mail, return receipt requested, postage prepaid on the date posted, and addressed to the other party at the following address:

Nevada State Welfare Division  
Chief of Child Support Program  
1470 East College Parkway  
Carson City, NV 89706

District Attorney  
P.O. Box 1240  
1625 8<sup>th</sup> Street  
Minden, Nevada 89423

6. INCORPORATED DOCUMENTS The parties agree that the services to be performed shall be specifically described; this Contract incorporates the following attachments in descending order of constructive precedence:

Attachment A	Scope of Work
Attachment B	Budget and Reimbursement Schedule
Attachment C	Penalty/Notice/Appeal Process
Attachment D	Draft Policy Development, Procedures or Forms Appeal Process
Attachment E	Incentive Payments
Attachment F	Case Responsibilities

7. CONSIDERATION The County through the District Attorney's office agrees to provide the services set forth in paragraph (6) at a cost to be determined per Attachment B with installments payable monthly, not exceeding the approved annual budget. Total expenditures for this contract shall not exceed the approved annual budget plus a 10% inflation factor as follows: \$229,591.89 for a portion of State Fiscal Year (SFY) 05 beginning January 1, 2005 and ending June 30, 2005; \$485,265.00 for SFY 06; \$513,205.00 for SFY 07; and \$564,525.50 for SFY 08. Total expenditures for the entirety of this contract shall not exceed \$1,792,587.39.



Any intervening end to an annual or biennial appropriation period shall be deemed an automatic renewal (not changing the overall contract term) or a termination as the result of legislative appropriation may require.

8. ASSENT The parties agree that the terms and conditions listed on incorporated attachments of this Contract are also specifically a part of this Contract and are limited only by their respective order of precedence and any limitations expressly provided.

9. INSPECTION & AUDIT

a. Books and Records. Each party agrees to keep and maintain under general accepted accounting principles full, true and complete record, agreements, books, and documents as are necessary to fully disclose to the Welfare Division, or United States Government, or their authorized representatives, upon audits or reviews, sufficient information to determine compliance with any applicable regulations and statutes.

b. Inspection & Audit. Each party agrees that the relevant books, records (written, electronic, computer related or otherwise), including but not limited to relevant accounting procedures and practices of the party, financial statements and supporting documentation, and documentation related to the work product shall be subject, at any reasonable time, to inspection, examination, review, audit and copying at any office or location where such records may be found, with or without notice by the Welfare Division, State Auditor, Employment Security, the Department of Administration, Budget Division, the Nevada State Attorney General's Office or its Fraud Control Units, the State Legislative Auditor, and with regard to any federal funding, the relevant federal agency, the Comptroller General, the General Accounting Office, the Office of the Inspector General, or any of their authorized representatives.

c. Period of Retention. All books, records, reports, and statements relevant to this Contract must be retained by each party for a minimum three years, 45 CFR 74.53, and for five years if any federal funds are used in this Contract, NRS 11.190 (1) (a) and (1) (b). Period of retention is subject to change based upon federal regulations and state laws. Retention time shall be extended when an audit is scheduled or in progress for a period reasonably necessary to complete an audit and/or to complete any administrative or judicial litigation which may ensue.



10. BREACH; REMEDIES Failure of either party to perform any obligation of this Contract shall be deemed a breach. Except as otherwise provided for by law or this Contract, the rights and remedies of the parties shall not be exclusive and are in addition to any other rights and remedies provided by law or equity, including but not limited to actual damages, and to a prevailing party reasonable attorney's fees and costs.
11. LIMITED LIABILITY The parties will not waive and intend to assert available NRS Chapter 41 liability limitations in all cases. Contract liability of both parties shall not be subject to punitive damages. To the extent applicable, actual contract damages for any breach shall be limited by NRS 353.260 and NRS 354.626.
12. FORCE MAJEURE Neither party shall be deemed to be in violation of this contract if it is prevented from performing any of its obligations hereunder due to strikes, failure of public transportation, civil or military authority, act of public enemy, accidents, fires, explosions, or acts of God, including, without limitation, earthquakes, floods, winds, or storms. In such an event the intervening cause must not be through the fault of the party asserting such an excuse, and the excused party is obligated to promptly perform in accordance with the terms of the Contract after the intervening cause ceases.
13. INDEMNIFICATION Neither party waives any rights or defenses to indemnification that may exist under Nevada law.
14. INDEPENDENT PUBLIC AGENCIES The parties are associated with each other only for the purposes and to the extent set forth in this Contract, and in respect to performance of services pursuant to this Contract, each party is and shall be a public agency separate and distinct from the other party and, subject only to the terms of this Contract, shall have the sole right to supervise, manage, operate, control, and direct performance of the details incident to its duties under this contract. Nothing contained in this Contract shall be deemed or construed to create a partnership or joint venture, to create relationships of an employer-employee or principal-agent, or to otherwise create any liability for one agency whatsoever with respect to the indebtedness, liabilities, and obligations of the other agency or any other party.
15. WAIVER OR BREACH Failure to declare a breach or the actual waiver of any particular breach of the Contract or its material or nonmaterial terms by either party shall not operate as a waiver by such party of any of its rights or remedies as to any other breach.
16. SEVERABILITY If any provision contained in this Contract is held to be unenforceable by a court of law or equity, this Contract shall be construed as if such provision did not exist and the unenforceability of such provision shall not be held to render any other provision or provisions of this Contract unenforceable.



17. ASSIGNMENT Neither party shall assign, transfer or delegate any rights, obligations or duties under this Contract without the prior written consent of the other party.
18. OWNERSHIP OF PROPRIETARY INFORMATION Unless otherwise provided by law or this Contract any reports, histories, studies, tests, manuals, instructions, photographs, negatives, blueprints, plans, maps, data, or any other documents or drawings, prepared or in the course of preparation by either party in performance of its obligations under this Contract shall be the joint property of both parties.
19. PUBLIC RECORDS Pursuant to NRS 239.010, information or documents may be open to public inspection and copying. The parties will have the duty to disclose unless a particular record is made confidential by law or a common law balancing of interests.
20. CONFIDENTIALITY Each party shall keep confidential all information, in whatever form, produced, prepared, observed or received by that party to the extent that such information is confidential by law or otherwise required by this Contract.
21. PROPER AUTHORITY The parties hereto represent and warrant that the person executing this Contract on behalf of each party has full power and authority to enter into this Contract and that the parties are authorized by law to engage in the cooperative action set forth in paragraph (6).
22. GOVERNING LAW; JURISDICTION This Contract and the rights and obligations of the parties hereto shall be governed by, and construed according to, the laws of the State of Nevada. The parties consent to the jurisdiction of the Nevada District Courts for enforcement of this contract.
23. ENTIRE AGREEMENT AND MODIFICATION This Contract constitutes the entire agreement of the parties and such are intended as a complete and exclusive statement of the promises, representations, negotiations, discussions, and other agreements that may have been made in connection with the subject matter hereof. Unless an integrated attachment to this Contract specifically displays a mutual intent to amend a particular part of this Contract, general conflicts in language between any such attachment and this Contract shall be construed consistent with the terms of this Contract. Unless otherwise expressly authorized by the terms of this Contract, no modification or amendment to this Contract shall be binding upon the parties unless the same is in writing and signed by the respective parties hereto, approved by the Office of the Attorney General.

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

**Signatures:** (Only those participating in Contract)

COUNTY OF DOUGLAS

STATE OF NEVADA WELFARE DIVISION

By: Kelly D. KSB  
Chairman, Board of County Commissioners

By: [Signature]  
Administrator

Date: 12/16/04

Date: 12/07/04

ATTESTED TO BY THE BOARD CLERK

DEPARTMENT OF HUMAN RESOURCES

By: Barbara Reed  
County Board Clerk  
[Signature], Clerk to Board

By: [Signature]  
Director  
ASO III

Date: 12-21-04

Date: 12/27/04

BOARD OF EXAMINERS

APPROVED AS TO FORM ONLY:

By: [Signature]  
Chairman

Brian Sandoval  
Attorney General  
By: [Signature]  
Deputy Attorney General

Date: 1-11-05

Date: 12/23/04

DISTRICT ATTORNEY  
COUNTY OF DOUGLAS

By: [Signature]

Date: 12/03/04



ATTACHMENT "A"

SCOPE OF WORK

I. The County Agrees:

- A. To allocate funds for the provision of services contracted in this Contract with the understanding that federally recognized administrative costs shall be reimbursed and incentive payments shall be 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 Contract.
- C. Any federal penalties and interest assessed by a Federal agency against the State of Nevada may be shared between the counties and the state based upon their relative responsibility.

II. The District Attorney Agrees:

- A. NRS 425.370 and 425.380 (1) requires Counties to provide child support enforcement services for local applicants. Under this interlocal contract the County offices will receive the approved federal reimbursement for providing IV-D services for these local cases, intrastate and interstate cases as defined under 45 CFR 304.20.
- B. Cases will be assigned to the county based on Attachment F.
- C. To provide services to any case in accordance with Title IV, Part D of the Social Security Act, federal regulations and policy, as maintained by the Office of Child Support Enforcement (OCSE), and state statutes and regulations, including but not limited to establishing paternity, establishing a support obligation, and/or the enforcement of a support obligation, and/or to enforce medical support.



- D. To input IV-D child support orders and accurate balances into the statewide computer system. The responsibility for errors and the related cost of those errors, if they can be determined with substantial certainty to be county error, will be reimbursed by the county through reduction of federal financial participation. The notice of appeal process is outlined in attachment C.
- E. To process all undistributed collections within our control, as set forth in the federal regulations.
- F. To make reasonable efforts to ensure orders and balances are accurate in cases referred from one office to another and must be reviewed by both offices.
- G. To develop and maintain procedures to comply with federal statute, federal regulation, state statutes, state regulation and state policy regarding case establishment, locate, establishment of paternity and support, modifications of orders, enforcement of orders, interstate case processing, customer service, and other Title IV-D services.
- H. To provide for the administration and management of the Child Support Enforcement Program within the County and any other county cases that may be assigned to the District Attorney, contained in this attachment under section II, part B.
- I. To act as the coordinating agency within the county to assure compliance with the management requirements of this Contract, and to submit all claims for reimbursement within 30 days of the end of the month in which the expenditure(s) occurred, unless approval for an extension is requested by the District Attorney or his designee and granted by the Chief of the Child Support Enforcement Program.
- J. To use federal/state mandated forms developed for the Nevada Child Support Enforcement Program as approved by the Chief of the program.
- K. To permit authorized state and federal personnel to monitor and/or audit the activities, procedures, cases, and accounting records that are subject to this Contract, to provide all requested information within their possession and control during the complete audit process, and to develop corrective action plans to rectify any exceptions noted in monitoring and/or audit reports that place their office out of compliance with this Contract, federal statutes or regulations, or state statutes or regulations, to the extent that the noted exceptions are unique to the local office; and to assist in the development of corrective action plans by the State and to implement said plans to the extent that the noted exceptions are systemic throughout the State. Audit reports include federally mandated self-assessment reviews,



financial audits, and other audits, reviews or studies authorized by the Child Support Enforcement Program Chief. If requested information is not provided and/or corrective action plans are not submitted in a timely manner, federal and state reimbursements and/or incentive payments may be withheld until requested information and/or acceptable corrective action plans are submitted and approved.

- L. Staff, which include but are not limited to management, attorneys and case managers, may be requested to attend state and national conferences on child support issues, training workshops, classes or discussion groups on child support issues, as determined by the county's or state's needs. Additional staff will be allowed and encouraged to attend these training conferences, based on the need for representation in the different program areas.
- M. Federal statutes, federal regulations, state statutes, state regulations and program policies established by the Chief of the program will be complied with to the extent they do not violate the U.S. Constitution or Nevada Constitution.
- N. To notify the Chief within five (5) working days of any known appeal of a child support action to the Nevada Supreme Court.
- O. To provide a copy of the Employee Performance Bond with the annual budget request to the state.
- P. To notify the Chief of the Child Support Enforcement program of all ordinances, policies, and state legislation proposed by the county which might have an impact on the child support enforcement program.
- Q. To assure that persons responsible for handling cash receipts of child support collections do not participate in accounting or operation functions which would permit them to conceal in the accounting records the misuse of child support receipts.
- R. To assure compliance with Title IV-D performance standards as identified in 45 CFR, Parts 302 and 303, except for those duties assigned to the State Collections and Disbursement Unit (SCaDU).
- S. To assist the Division in Publicizing the Program in compliance with 45 CFR 302.30.
- T. To present IV-D cases in court proceedings in accordance with Attachment F, including but not limited to, federal court, bankruptcy court, family court or any other hearing or administrative processes regarding child support issues concerning these cases.

- U. To assist with inquiries generated by the governor's office, the administrator's office or other government official's office, if the information being sought is not in the automated system, by responding to inquiries within 2 business days.
- V. To notify the Division of negotiations of proposed settlements in active or former public assistance cases and refrain from entering into compromises or settlements of debts to the state, until approved by the state as outlined in state policy.
- W. To notify and obtain approval of the Chief of the use or development of any type of system technology to process child support cases, which Federal Financial Participation is being sought.
- X. To lodge any disagreements with draft policy or forms in compliance with Attachment D.
- Y. To maintain an ongoing inventory of all county equipment purchases with an individual unit cost as defined in the State Administrative Manual, Chapter 1500, and where federal financial participation was utilized.
- Z. To maintain inventory items for the full duration of its useful life, as defined by state budgeting procedures, OMB circular A-87, and subpart G of 45 CFR, Part 95. The approval of the Chief of the Program must be secured if use of the item is intended to be transferred outside the responsibilities of the Child Support Enforcement Program or the item is to be excessed before the end of its useful life.

### III. The DIVISION Agrees:

- A. To provide statewide administration and secure compliance for all IV-D functions under the State Plan.
- B. To provide services through the Nevada Central Registry per 45 CFR 302.36, including receiving the interstate referral packet, reviewing the documents, entering case information into the automated system, requesting any additional information needed from the referring state agency, and forwarding the referral packet to the appropriate county within the time frames set forth in 45 CFR 303.7.
- C. To receive, distribute, and disburse payments through the State Collections and Disbursement Unit (SCaDU) in accordance with state and federal requirements.



- D. To provide the required services for non IV-D cases, including accurately entering the case information into NOMADS for Federal Case Registry, the correct receipt and timely disbursement of payments, and prompt handling of case inquiries.
- E. To coordinate with County staff regarding complaints or clarifying federal/state policy. Requests for payment information or case status may be referred to the voice response unit or to the appropriate office.
- F. To provide parent locate services per 45 CFR 302.35.
- G. To use best efforts to be complete, accurate, timely in federal reporting and self-assessment reporting by using a valid, random sample of reliable data.
- H. To provide training, including written materials, instructions and directions, related to the use of the automated system or State policy as requested by the County and approved by the Chief, as necessary for compliance with the terms of this agreement.
- I. To coordinate the development and submission of legislative proposals in concert with the State's Courts and District Attorneys and to notify the counties of any proposed legislation concerning child support enforcement.
- J. To act as the liaison agency with the Federal Office of Child Support Enforcement in implementing and disseminating new regulations; coordinating federal audits; and developing correctional plans to keep the Program in compliance with Federal Regulations.
- K. To distribute incentive payments as outlined in Attachment "E" within 30 days of receipt of federal incentive funds, and reimburse county expenses within 30 days of receiving reimbursement requests, for current billings.
- L. To post complete and accurate reports and information on the State Child Support web pages and to provide the District Attorney's Office complete and accurate reports, information, and testimony as requested by the District Attorney and agreed upon by the Chief of the program including, but not limited to, development of case processing matrix reports by federal functional area (locate, establishment, paternity establishment, enforcement) sorted at the office, unit, team and case manager levels.
- M. To operate, maintain and update the child support enforcement computer system; to provide user access to online programs within the division's control; to develop, implement and make available, through the state intranet, complete and accurate system training documentation and such

information as necessary to research the cause of any suspect data; and, to provide fixes and/or enhancements as requested by the District Attorney and approved by the Chief as necessary for the District Attorney's office to fulfill its contractual obligations.

- N. To publicize the Program in compliance with 45 CFR 302.30.
- O. To notify all county district attorneys within five working days of any known Supreme Court appeal reported by any county.
- P. To provide training and written instructions to the District Attorney office on any planned changes, new policy or procedure prior to implementation of the change, new policy or procedure.
- Q. To develop a statewide corrective action plan in the event that noted audit exceptions may be systemic throughout the state, and are not limited to the operation and management of a single office.
- R. To rebate to the county its proportionate share of federal incentive monies which were withheld, and/or penalties imposed, if those monies are rebated to the State by the federal government following implementation of the corrective action plan or a successful appeal, waiver or setting aside of the federal financial action.



BK- 0105  
PG- 8096  
0635077 Page: 13 Of 30 01/24/2005

ATTACHMENT "B"

BUDGET AND REIMBURSEMENT SCHEDULE

A. FUNDING

Federal Financial Participation will be provided at the applicable matching rate, which is currently 66% for approved IV-D activities. The County will be responsible for the remaining balance.

B. BUDGET

1. An annual District Attorney's budget for child support must be submitted to the Chief by May 1 of each year or within 30 days of receipt of annual instructions provided by the Chief if the annual instructions are not provided prior to April 1. The budget must follow the annual instructions provided by the Chief by April 1 of each year. Reimbursements will not be made until the budget has been approved by the Chief.
2. During even numbered years the District Attorney must provide projected two year budgets commencing on July 1 of the even numbered years and ending on June 30 two years later. This information will be used to obtain authority from the state legislature to reimburse the counties.
3. Expenditures requiring prior approval are outlined in OMB Circular A-87, 45 CFR 95.611 and State Administrative Manual, chapter 0325.0, paragraph 7.
4. The District Attorney must maintain appropriate records pertaining to expenditures.
5. Claims must be submitted within thirty days of the end of the month in which the expenses are incurred, unless the Chief grants an approval for an extension.
6. All claims for the prior State Fiscal Year (SFY), which ends on June 30, must be submitted by August 1 of each year.
7. All budgeted items must be reasonable and necessary for the operation of the program and accomplishing its goals and objectives.
8. All budgeted items must be allowable under federal regulation and state policy.



BK- 0105  
PG- 8097

0635077 Page: 14 Of 30 01/24/2005

9. The county will be reimbursed 100% of paternity testing costs. The county may also be reimbursed 100% for other paternity related costs upon prior approval of the Chief. Fees collected by the county for such costs must be forwarded directly to the state to ensure the county does not collect from both the Title IV-D program and the natural father.

COPY



## ATTACHMENT "C"

### PENALTY/NOTICE/APPEAL PROCESS

1. Any federal penalties and interest assessed by a Federal agency for federal fiscal year 2005 or thereafter against the State of Nevada may be shared between the counties and the state based upon their relative responsibility. The assessment for each county through the District Attorney's office will be deducted first from undistributed budgeted incentive payments until exhausted and then from monthly Federal Financial Participation thereafter until the penalty is fully collected. Offices will be notified thirty days prior to any withholding of the Federal Financial Participation. The pass through of any federal penalties which may be imposed as the result of audits preceding FFY05 will be governed by terms of the agreements in effect during the audited year(s) in question.
2. Penalties or interest assessed against counties will not be withheld until federal corrective action periods are exhausted and the federal agency confirms satisfactory corrective action has not been achieved.
3. Penalties or interest assessed against counties will be limited to the percentage of Nevada Temporary Assistance for Needy Families (TANF) recipients in the responsible county for the federal fiscal year coinciding with the penalty year multiplied by the total TANF block grant awarded to Nevada for the federal fiscal year against which the penalty is being assessed multiplied by the percentage of federal penalty imposed against the Nevada TANF block grant OR the amount of the current state fiscal year county match (34%), whichever is less.
4. Prior to any penalty being imposed by the Chief, counties determined to be responsible, as set forth in Section 1 of Attachment C, must enter into good faith discussions with the Chief of the program to establish relative level of responsibility and proper assignment of penalties and interest.
5. If negotiations under Section 4 of this Attachment fail, the Chief will notify the County through the District Attorney's office, in writing of any penalties or interest to be assessed against the County. The Chief's notice will include a detailed explanation of the reason for the assessment of penalties and interest and, if the penalties and interest are pro-rated throughout the state, a statement of the pro-ration. The Chief will provide written notice thirty (30) days prior to recovery of penalties or interest.
6. If the County disagrees with the Chief's final decision to recover penalties or interest, the county may within thirty (30) calendar days from the date of the notice, submit a written appeal to the Administrator of the Welfare





Division. The County appeal must contain arguments and documentation why the Chief should not recover penalties or interest. If the County fails to submit an appeal within the specified timeframes, the Chief will pursue the recovery penalties or interest.

7. The Administrator may request additional information and will make a written decision specifically addressing the arguments and documentation submitted by the county within sixty (60) calendar days after receipt of the appeal or all requested information is received, whichever is later.
8. If the County disagrees with the Administrator's decision it may file a written request within fifteen (15) calendar days after issuance of the Administrator's decision seeking reconsideration by the Penalty Review Committee. The counties must file their request for reconsideration with the Chief. The Penalty Review Committee will be comprised of seven total members made up of the following: 1.) Three members from the counties being assessed a penalty; 2) Three members from the State; 3.) One member to serve as chairperson of the committee who is mutually acceptable to both the State and involved counties. The committee will confer and review information presented by the parties relevant to the assessment of penalties and prepare a written recommendation of resolution for presentation to the Director of the Department of Human Resources. The Committee may request additional information and will make a written decision specifically addressing the arguments and documentation submitted by the parties within sixty (60) calendar days after receipt of the appeal or receipt of all requested information, whichever is later.
9. The Director of the Department of Human Resources may request additional information and will make a written decision giving consideration to the counties written appeals to the Administrator, the Administrator's decision and the recommendation of the Committee. The Director will issue a written decision within sixty (60) calendar days after receipt of the recommendation from the Committee or when all requested information is received, whichever is later. The Directors decision shall contain specific findings and conclusions if it deviates from the recommendation forwarded by the Committee.
10. The decision of the Director of the Department of Human Resources issued pursuant to section 9 of this Attachment is the final agency decision and may be appealed to District Court.
11. The Welfare Division agrees to forego the recovery of assigned penalties or interest from a county until all levels of appeal outlined in this Attachment have been exhausted.

ATTACHMENT "D"

POLICY AND FORMS DEVELOPMENT AND APPEAL PROCESS

- A. Draft policy or forms will be provided to the District Attorney offices or State Child Support Enforcement Office with a minimum of a thirty day comment period.
- B. During the comment period the District Attorney offices must provide information in writing if they disagree with or have comments on the draft proposal initiated by the State Child Support Enforcement Office. The response must provide arguments and documentation why the draft policy should be changed. Any written comments received after the comment period, unless an extension is granted by the Chief, may not delay implementation of the draft proposal or be eligible for the appeal process.
- C. The Chief will issue a decision in writing and within thirty days after reviewing all timely comments on policy or form proposals initiated by the State Child Support Enforcement Office and to all policy proposals initiated by the District Attorney offices indicating what action will be taken.
- D. If the County through the District Attorney's office disagrees with the Chief's decision on timely comments on policy or forms initiated by the State Child Support Enforcement Office or rejection of a policy initiated by the District Attorney offices, an appeal may be submitted in writing to the Welfare Administrator within fifteen days of receipt of the letter referred to in paragraph C. The appeal must contain written arguments and documentation why the Chief should not take the action described in paragraph C.
- E. The Welfare Administrator may request additional information and will make a written decision within thirty days of receipt of the appeal or all information, whichever is later. The decision by the Welfare Administrator is final.
- F. This appeal procedure does not apply to the adoption of regulations which follow the public hearing process or which are mandated by federal regulation.



## ATTACHMENT "E"

### INCENTIVE PAYMENTS

The Child Support Performance Act of 1998 and 45 CFR 305 requires incentive payments to be based on the states' performance. The state's distribution of incentives will be limited to the amount of a federal award granted to Nevada. This attachment describes how incentives will be calculated and disbursed to the Nevada IV-D offices.

#### I. CALCULATION OF INCENTIVES

Incentives to the IV-D offices will be distributed based on their performance in four areas: 1) Paternity Establishment, 2) Cases with Orders 3) Collections on Current Support and, 4) Collections on Arrears. The state will calculate IV-D office incentives based on information provided by the automated system. The office figures will be posted monthly on the Child Support Enforcement website. The final annual report and completed worksheets (Exhibit B) will be provided to the IV-D offices within 30 days of when the State's incentive information is received by the State from the Federal Government.

##### A. Definitions Of Performance Measurements

###### 1. Paternity Establishment Percentage (PEP)

Total number 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 order, 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. 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

The state will complete the Incentive Worksheet (Exhibit B) as follows:

1. Determine IV-D Office Performance Level

For the four performance measurements, determine the IV-D office 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 IV-D office is determined by multiplying collections for Nevada TANF and former TANF cases by three and adding collections for all other case types.

4. Determining IV-D Office Collection Base

The total incentive collections are 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 IV-D office Percentage of the Incentive Pool

Add the collection base for all IV-D offices to determine the state collection base. Divide the IV-D office collection base by the state collection base to arrive at the IV-D office percentage of incentive pool (Exhibit B).

6. Determining IV-D Office Incentives

Multiply the amount of incentives awarded by OCSE, by the IV-D office percentage of the incentive pool to determine the IV-D office's incentives for the year.

II. DISTRIBUTION OF INCENTIVES TO THE IV-D OFFICES

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 IV-D office submitted with their annual budget. This information must be provided to the state in order to receive estimated incentives.

If the IV-D office does not provide an estimate to the state or underestimates for the federal fiscal year, incentives will be distributed to the IV-D office following the end of the fiscal year when OCSE calculates and notifies the state of the amount of incentives.

If the IV-D office overestimated their incentives for the previous fiscal year, the state will deduct this amount from the next quarter's incentive payment. If this does not total the overestimation or no quarter payment is due, it will be deducted from the next monthly federal reimbursement for



expenditures. Offices will be notified about the deduction thirty days prior to the deduction being taken.

B. Reinvestment

Section 458A (f) of the Social Security Act requires state 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 1998.

If the state fails to meet this requirement, incentives will be reduced by OCSE to Nevada. These reduced incentives will be the amount disbursed to the offices by the formula described in I. B.

C. 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 IV-D offices. If the IV-D office 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 45 CFR 305. Federal audit staff may determine data is unreliable for specific measurements. Offices will not receive estimated incentives for those outcome measurements determined to be incomplete and unreliable.

D. 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 rule:

Intrastate Cases

If the IV-D 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.



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



If the support order performance level is:

<u>At least</u>	<u>But less than</u>	<u>The applicable percentage is</u>
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 IV-D office for a fiscal year is less than 50% but exceeds by at least 10 percentage points the support order performance level of the IV-D office for the immediately preceding fiscal year, then the applicable percentage with respect to the IV-D office'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%
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 IV-D office for a fiscal year is less than 40% but exceeds by at least 10 percentage points the current payment performance level of the IV-D office for the immediately preceding



0635077

Page: 25 Of 30

BK- 0105  
PG- 8108  
01/24/2005

fiscal year, then the applicable percentage with respect to the IV-D office's current payment performance level is 50%.

If the arrearage payment performance level is:

<u>At least</u>	<u>But less than</u>	<u>The applicable percentage is</u>
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%
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 arrearage payment performance level of a IV-D office for a fiscal year is less than 40% but exceeds by at least 10 percentage points the arrearage payment performance level of the IV-D office for the immediately preceding fiscal year, then the applicable percentage with respect to the IV-D office's arrearage payment performance level is 50%.

COPY



0635077 Page: 27 Of 30 BK- 0105  
PG- 8110  
01/24/2005

EXHIBIT B  
Incentive Worksheet

IV-D Office: \_\_\_\_\_

<u>Performance Area</u>	<u>IV-D Office Performance Level</u>	<u>Applicable %</u>	<u>Total Incentive Collections</u>	<u>Collection Base</u>
a. Paternity		X	=	
b. Cases with Orders		X	=	
c. 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 =  
Total Incentive Collections =

This total is shown in the total incentive collection column.

Total statewide collection base

B. IV-D OFFICE PERCENTAGE OF INCENTIVE POOL

IV-D office collection base divided by statewide collection base = %

C. IV-D OFFICE INCENTIVES

Incentive paid state \$  
IV-D office % of incentive pool x \_\_\_\_\_ %  
Incentive due IV-D office



BK- 0105  
PG- 8111  
0635077 Page: 28 OF 30 01/24/2005

EXHIBIT C

Example

IV-D Office: \_\_\_\_\_

<u>Performance Area</u>	<u>IV-D Office 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 collections	\$1m x 3 = \$3m
Other collections	= \$12m
Total incentive collections	= \$15m

This total is shown in the total incentive collection column.

B. DETERMINING THE IV-D OFFICE PERCENTAGE OF THE INCENTIVE POOL

In this example the total IV-D office collection base is 100. Dividing the IV-D office collection base by the total statewide collection base [assume 100] ( $38.6 \div 100 = .39$ ) is equal to 39%.

C. DETERMINING IV-D OFFICE INCENTIVES

Incentive paid to state	= \$2m
IV-D office % of incentive pool	= x .39
Incentive due IV-D office	= \$780,000

Under this example the IV-D office would receive \$780,000 in incentives.



BK- 0105  
PG- 8112

ATTACHMENT "F"

CASE RESPONSIBILITIES

I. GENERAL RESPONSIBILITIES

The County agrees to serve all:

1. Applicants who make application in a county for which they have assigned responsibilities.
2. Cases which have been transferred to their county due to jurisdiction or conflict reasons.
3. Cases which are assigned to their county by NOMADS for interstate case services.

II. SPECIFIC RESPONSIBILITIES

The County agrees to assume responsibility for and perform:

1. Locate services for all Douglas County non-assistance cases.
2. Establishment services for all Douglas County non-assistance cases.
3. Enforcement services for all Douglas County non-assistance.

**SEAL**

**CERTIFIED COPY**

The document to which this certificate is attached is a full, true and correct copy of the original on file and on record in my office.

DATE: January 21 2005  
B. REED Clerk of the 19th Judicial District Court  
of the State of Nevada, in and for the County of Douglas.

By [Signature] Deputy



0635077 Page: 30 Of 30 BK- 0105 PG- 8113 01/24/2005