

OFFICIAL RECORD
Requested By:
DC/DISTRICT ATTORNEY

Assessor's Parcel Number: N/A

Date: OCTOBER 10, 2008

Recording Requested By:

Name: JUSTINA, DA'S OFFICE

Address: _____

City/State/Zip: _____

Real Property Transfer Tax: \$ N/A

Douglas County - NV
Karen Ellison - Recorder
Page: 1 of 30 Fee: 0.00
BK-1008 PG- 1793 RPTT: 0.00



CONTRACT #2008.217
(Title of Document)

CONTRACT SUMMARY

(This form must accompany all contracts submitted to the Board of Examiners (BOE) for review and approval)

I. DESCRIPTION OF CONTRACT

1. Agency Name: Department of Health and Human Services, Division of Welfare and Supportive Services, Child Support Enforcement Program Contractor Name: Douglas County District Attorney

Agency Code: 407 Address: 1617 Water Street, Suite U

Appropriation Unit: 3239 cat 16 Minden NV 89423

Is budget authority available?: Yes No Contact / Phone: 775-782-9020

If "No" please explain: _____ Vendor No.: T40174400 B CDB# _____

To what State Fiscal Year(s) will the contract be charged? FY 09, 10, 11, 12

What is the source of funds that will be used to pay the contractor? Indicate the percentage of each funding source if the contractor will be paid by multiple funding sources.

<input type="checkbox"/> General Funds _____ %	<input type="checkbox"/> Fees _____ %
<input checked="" type="checkbox"/> Federal Funds <u>66</u> %	<input type="checkbox"/> Bonds _____ %
<input type="checkbox"/> Highway Funds _____ %	<input checked="" type="checkbox"/> Other funding: <u>County</u> <u>34</u> %

2. Contract start date:

a. Effective upon Board of Examiner's approval? or b. other effective date July 1, 2008

Anticipated BOE meeting date September 09, 2008

[Contracts with an effective date prior to BOE approval (retroactive) must be accompanied by a memorandum explaining the reason prior BOE approval was not obtained.]

3. Termination date: June 30, 2012 (original contract)

Contract term: 4 years (indicate in years the length of the contract and any potential renewals)

4. Type of contract (check one):

a. New Contract Cooperative Agreement

Contract Amendment # _____ Revenue Contract

Interlocal Contract Other Contract: _____

RECEIVED
JUL 24 2008
DEPARTMENT OF ADMINISTRATION
OFFICE OF THE DIRECTOR
BUDGET AND PLANNING DIVISION

b. Contract Description (limited to 3 or 4 key words): Child support enforcement services

5. Purpose of contract (Describe work to be accomplished):
Provide child support enforcement services

3. a. NEW CONTRACTS ONLY:

The maximum amount of the contract for the term of the contract is: \$2,399,570, \$517,037 for FY 09; \$568,741 for FY 10; \$625,615 for FY 11; and \$688,177 for FY 12.

Payment for services will be made at the rate of Actual cost per invoice

(enter dollar amount) (time interval, i.e., hour, year)

or, if not applicable, specify other basis for payment: _____

b. CONTRACT AMENDMENTS ONLY:

Maximum amount of the original contract: (refer to 6 a) _____ 1. _____

Total amount of any previous contract amendments _____ 2. _____

Amount of current contract amendment _____ 3. _____

New maximum contract amount (Add lines 1, 2, and 3 for the total of line 4) _____ 4. _____

Meeting date of BOE approval
2008 OCT 10 AM 9:32
TED THIRAM
CLERK
2008.217
FILED

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0731364 Page: 2 Of 30 10/13/2008

and/or the termination date of the original contract has changed to: _____

and/or explain other changes: _____

II. JUSTIFICATION

7. What conditions mandate that this work be done?

Grant award from the Child Support Enforcement, Catalog of Federal Domestic Assistance number 93.563, NRS 425.370 and 425.380 (1).

8. Explain why State employees in your agency or other State agencies are not able to do this work:

The scope of this contract requires an interlocal agreement with the counties.

9. Were quotes or proposals solicited? Yes No

Was the solicitation (RFP) done by the Purchasing Division? Yes No If both are No, see 9 b.

a. If yes, list the names of vendors that submitted proposals.

b. Solicitation Waiver # _____ Professional Service Exempt

c. Why was this contractor chosen in preference to others?

Intrastate interlocal agreement.

d. Last bid date: _____ Anticipated re-bid date: _____

10. Does the contract contain any IT components? Yes No

If yes, per NRS 242.151 DoIT approval is required.

DoIT Director or designee approval

Date

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 and for which agency and indicate if the quality of service provided to the identified agency has been verified as satisfactory:

Currently contracted with DWSS and providing satisfactory services.

13. Contracts over \$25,000 per fiscal year: Is the contractor currently involved in litigation with the State of Nevada?

Yes No

If "Yes," please provide details of the litigation and facts supporting approval of the contract.

14. Agency Field Contract Monitor:

John Alexander
Printed Name

Program Specialist
Title

775-684-0693
Phone No.

15. Certified Contract Manager Approval:

Jason Holm
Printed Name

Jason Holm
Signature

775-684-0650
Phone No.

16. Agency Head Approval:

[Signature]
Signature

17. Date Contract Summary was Prepared:

June 24, 2008
Date



BK- 1008
PG- 1795

INTRASTATE INTERLOCAL CONTRACT BETWEEN PUBLIC AGENCIES

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

Department of Health and Human Services
Division of Welfare and Supportive Services
1470 College Pkwy
Carson City, Nevada 89706

and

DOUGLAS COUNTY DISTRICT ATTORNEY, FAMILY SUPPORT
PO Box 1240
1617 Water Street, Suite U
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 Health and Human Services, Division of Welfare and Supportive Services (DWSS) 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 July 1, 2008, upon Board of Examiner approval, to June 30, 2012, unless sooner terminated by either party as set forth in this contract.
4. TERMINATION. The Contract may be terminated or not renewed by either party prior to the date set forth in paragraph (3), provided that a termination or non-renewal shall not be effective until one hundred eighty (180) days after a party has served written notice upon the other party. If notice of non-renewal is less than one hundred eighty (180) days from the end date of this contract, this contract shall continue in full force and effect on a month to month basis until one hundred eighty (180) days have passed. Each party remains fully responsible for their performance under the terms of this contract during that time period. The parties expressly agree that this contract may be terminated immediately if for any reason DWSS, State and/or Federal funding ability to satisfy this Contract is withdrawn, limited, or impaired. All property purchased partially or fully with CSEP federal funds as indicated on the most recent inventory plus purchases in the interim time period will be disposed of in full compliance with federal laws, rules and regulations.
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 address set forth above.

6. **INCORPORATED DOCUMENTS.** The parties agree that the services to be performed shall be specifically described; this Contract incorporates the following attachments:

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 DA'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 following amounts: \$517,037 for State Fiscal Year (SFY) 09; \$568,741 for SFY 10; \$625,615 for SFY 11; and \$688,177 for SFY 12. Total expenditures for the entirety of this contract shall not exceed \$2,399,570.

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 DWSS, 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 DWSS, 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.

This section blank intentionally

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

[Signature] 7/17/08 Chairman,
Signature Date Board of Douglas County Commissioners
Title

[Signature] 7-19-08 Board Clerk,
Signature Date Douglas County
Title

[Signature] District Attorney,
Signature Date County of Douglas
Title

[Signature] 7/17/08 Administrator,
Signature Date Division of Welfare and Supportive Services
Title

[Signature] 7/22/08 Director,
Signature Date Department of Health and Human Services
Title

[Signature] APPROVED BY BOARD OF EXAMINERS
Signature - Nevada State Board of Examiners
On 9-8-08
(Date)

Approved as to form by:
[Signature]
Deputy Attorney General for Attorney General, State of Nevada
On 7/19/2008
(Date)

ATTACHMENT "A"
SCOPE OF WORK

The grant award from which this contract is paid is from the Child Support Enforcement, Catalog of Federal Domestic Assistance (CFDA) number 93.563. The federal agency that provides this grant is the Administration for Children and Families, Department of Health and Human Services. The expenditure of funds under this program are subject to the annual audit requirements under the Single Audit Act of 1984 (P.L. 98-502) and the Office of Management and Budget Circular A-133 (Audit of States, Local Governments, and Non-Profit Organizations). OMB A-133 states in part: non-federal entities that expend \$500,000 or more in a year in Federal awards shall have a single or program-specific audit conducted for that year in accordance with the provision of this part.

If sub-recipients are utilized for the execution of this contract, the DA must notify the sub-recipient of the above information.

The following acronyms/definitions are used throughout the attachments to this contract:

Chief	Chief of Child Support Enforcement
CFR	Code of Federal Regulations
CSEP	Child Support Enforcement Program
DA	District Attorney
DHHS	State of Nevada, Department of Health and Human Services
DWSS	Division of Welfare and Supportive Services
Federal Funds	Federal Financial Participation & Child Support Incentive Fund Payments
GASB/GAAP	Government Accounting Standards Board/Generally Accepted Accounting Principles, and used as applicable.
IV-D	Social Security Act, Title IV, Part D
OCSE	Office of Child Support Enforcement
OMB	Office of Management and Budget
PAO	Program Area Office for the Child Support Enforcement Program
PA	Public Assistance Cases
SCaDU	State Collection and Disbursement Unit
State	State of Nevada
TANF	Temporary Assistance for Needy Families

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 DHHS-DWSS, at the level authorized by Congress for Title IV, Part D, of the Social Security Act IV-D.
- 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.
- D. Any federal financial penalties assessed to counties may be appealed as outlined in Attachment C. No recovery is to occur prior to exhausting the appeal process. Upon exhausting the appeal process, if it is determined the county is responsible for repayment reasonable notice will be provided indicating the method by which the penalty will be recovered.
- E. To have in place and maintain accounting standards and systems consistent with uniform accounting procedures prescribed by federal and state requirements. These standards must conform to GASB and/or GAAP as applicable and as established by the American Institute of Certified Public Accountants.
- F. To maintain accounting and fiscal record keeping systems sufficient to ensure that claims for available funds are submitted in accordance with applicable state and federal requirements and retain such records as required by applicable state and federal regulations.
- G. To have policies and procedures to ensure timely tracking and monitoring of expenditures compared to budgeted/allocated amounts.
- H. To ensure building facilities providing child support services are accessible to individuals with disabilities and identified by the international symbol of accessibility or provide services at an alternate accessible site when structural modifications are not practical.
- I. To comply with Americans with Disability Act and all regulations adopted pursuant thereto.

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, prepare and maintain procedures and records in accordance with Title IV, Part D of the Social Security Act, federal regulations and policy, as maintained by OCSE, state statutes, regulations and DWSS, policies, policy transmittals, policy & procedures and regulations including but not limited to establishing paternity, establishing a support obligation, and/or the

enforcement of a support obligation, and/or to establish or enforce medical support.

- D. To input IV-D child support information, 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 the DA's control, as set forth in the federal regulations.
- F. To follow policy, review and make reasonable efforts to ensure orders and balances are accurate prior to transferring from one office to another.
- G. To provide for the administration and management of CSEP within the County and any other county cases that may be assigned to the DA, contained in section II, part B.
- H. 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 in accordance with Attachment B.
- I. To use the language and/or format of federal/state mandated forms developed for the Nevada CSEP as approved by the Chief.
- J. 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 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.
- K. To send staff to state or 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 which include but are not limited to management, attorneys and case manager. Additional staff will be allowed and encouraged to attend these training conferences, based on the need for representation in the different program areas.



- L. To comply with federal statutes, federal regulations, state statutes, state regulations and program policies established by the Chief to the extent they do not violate the U.S. Constitution or Nevada Constitution.
- M. To notify the Chief within five (5) working days of any known appeal of a child support action to the Nevada Supreme Court.
- N. To provide a copy of the Employee Performance Bond with the annual budget request to the state.
- O. To notify the Chief of all ordinances, policies, and state legislation proposed by the county that may have an impact on CSEP.
- P. 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.
- Q. To assure compliance with Title IV-D performance standards as identified in 45 CFR, Parts 302 and 303, except for those duties assigned to SCaDU.
- R. To assist the DWSS in publicizing the program in compliance with 45 CFR 302.30.
- S. 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.
- T. 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.
- U. To notify DWSS 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.
- V. To notify and obtain prior approval of the Chief for the purchase of any type of system technology to process child support cases for which CSEP federal funds are being sought or reimbursement will be denied.
- W. To lodge any disagreements with draft policy or forms in compliance with Attachment D.
- X. 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 CSEP federal funds were utilized.



- Y. 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 must be secured if use of the item is intended to be transferred outside the responsibilities of CSEP or the item is to be excessed before the end of its useful life.
- Z. To support DWSS, local hospitals and birthing centers to improve paternity establishment percentages in accordance with policy.
- AA. To comply with Americans with Disability Act and all regulations adopted pursuant thereto.
- BB. To comply with Federal requirements pertaining to limited English proficiency in accordance with Title VI of the Civil Rights Act of 1964 and 45 C.F.R. Part 80.
- CC. To comply with state policy regarding Administrative and Civil Rights complaint procedures.
- DD. To agree, whether expressly prohibited by federal law, or otherwise, that no funding associated with this contract will be used for any purpose associated with or related to lobbying or influencing or attempting to lobby or influence for any purpose the following:
 - (a) Any federal, state, county or local agency, legislature, commission, counsel or board;
 - (b) Any federal, state, county or local legislator, commission member, counsel member, board member, or other elected official; or
 - (c) Any officer or employee of any federal, state, county or local agency; legislature, commission, counsel or board.

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 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 in a timely manner. 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 provide complete, accurate and timely federal reports and self-assessment reports by using a valid, random sample of reliable data.
- H. To provide training, and training regions 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, prior to implementation of enhancement or code promotion
- I. To forgo the promotion of automation changes pending consultation with DA's to determine concerns and readiness for code introduction.
- J. To coordinate the development and submission of legislative proposals in concert with the State's Courts and DAs and to notify the counties of any proposed legislation concerning child support enforcement.
- K. To act as the liaison agency with the Federal OCSE in implementing and disseminating new regulations; coordinating federal audits; and developing correctional plans to keep the Program in compliance with Federal Regulations.
- L. 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.
- M. To post complete and accurate reports and information on the State Child Support web pages and to provide the DA's office complete and accurate reports, and information including, but not limited to, development of case processing matrix reports by federal functional area (locate, establishment, paternity establishment, medical support, enforcement) sorted at the office, unit, team and case manager levels.
- N. To operate, maintain and update and/or replace the child support enforcement computer system; to provide user access to online programs within DWSS'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 DA and approved by the Chief as necessary for the DA's office to fulfill its contractual obligations.
- O. To publicize the Program in compliance with 45 CFR 302.30.



- P. To notify all county DA's within five working days of any known Supreme Court appeal reported by any county.
- Q. To provide training and/or written instructions to the DA office on any planned changes, new policy or procedure prior to implementation of the change; new policy or procedure in accordance with Attachment D.
- R. To develop a statewide corrective action plan in the event that noted federal audit exceptions may be systemic throughout the state, and are not limited to the operation and management of a single office.
- S. 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.
- T. To provide regular and ongoing oversight, including onsite reviews and the provision of technical assistance and training.

IV. All PARTIES mutually agree:

A. DWSS shall notify the DA's office in writing of DA's office's:

- 1) Failure to submit required reports or requested data;
- 2) Failure or violation of federal or state program requirements or the requirements of this Interlocal Contract;
- 3) Failure to meet minimum federal standards on a federal performance measure.

The letter shall specifically identify the relevant failure or violation.

- B. DWSS shall require the submittal of a corrective action plan by the DA's office within a period of time specified in the letter. The corrective action plan must identify actions to be taken by DWSS and/or DA to remedy deficiencies and anticipated time frames for those actions to be completed and be approved by the Chief. Refusal to provide and implement an acceptable corrective action plan within the required time period will be grounds for DWSS to withhold CSEP federal funds.
- C. Prior to withholding any CSEP federal funds, DWSS will provide an additional notice in writing to the DA's office specifying the failure to provide or implement the corrective action plan.
- D. The appeal process specified in Attachment C, sections 5-10, must be exhausted prior to withholding CSEP federal funds.

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 DA's budget for child support must be submitted to the Chief by April 15 of each year or 30 days after receipt of annual instructions provided by the Chief, whichever is later. The budget must follow the annual instructions. Reimbursements will not be made until the budget has been approved by the Chief.
2. During even numbered years the DA 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.
4. The DA must maintain appropriate records pertaining to expenditures.
5. Claims must be submitted in the state approved format within thirty days of the end of the month in which the expenses are incurred, unless the Chief grants an approval for an extension. Claims not submitted within 90 days of the end of the month in which the funds are expended will be rejected and no reimbursement will occur.
6. Delay in claim payment may occur for the prior State Fiscal Year (SFY), which ends on June 30, for claims submitted after the end of the third week in July 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.
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.



ATTACHMENT "C"

PENALTY/NOTICE/APPEAL PROCESS

1. 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. The assessment for each county through the DA's office will be deducted first from undistributed incentive payments until exhausted and then from monthly CSEP Federal Funds thereafter until the penalty is fully collected. Offices will be notified thirty days prior to any withholding of CSEP Federal Funds. The pass through of any federal penalties which may be imposed as the result of audits will be governed by terms of the agreements in effect during the audited year(s) in question. The Chief will provide written notice to counties announcing the intent to pass through a federal penalty not later than 60 days after the penalty is final. No penalties imposed prior to federal fiscal year 2007 may be passed on to a local entity.
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.
 - a) Penalties or interest assessed against counties will be limited to the percentage of 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.

EXAMPLE:

In FFY 07, the TANF population in county X is 1.6% of Nevada's total TANF recipients. The total TANF block grant in FFY 07 is \$42,194,077. The federal penalty assessed against Nevada in FFY 07 is \$1,200,000. County X's penalty is \$19,240 which is less than the current state fiscal year county match (34%).

3. 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 to establish relative level of responsibility and proper assignment of penalties and interest.
4. If negotiations under Section 3 of this Attachment fail, the Chief will notify the County through the DA'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.



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5. 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 DWSS. 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 of penalties or interest.
6. The Administrator of DWSS 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.
7. 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 DHHS. 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.
8. The Director of DHHS 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 Director's decision shall contain specific findings and conclusions if it deviates from the recommendation forwarded by the Committee.
9. The decision of the Director of DHHS issued pursuant to section 8 of this Attachment is the final agency decision and may be appealed to District Court.
10. DWSS 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 DA offices by DWSS with a minimum of a thirty day comment period.
- B. During the comment period the DA offices must provide information in writing if they disagree with or have comments on the draft proposal initiated by DWSS. 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 DWSS and to all policy proposals initiated by the DA offices indicating what action will be taken.
- D. If the County through the DA's office disagrees with the Chief's decision on timely comments on policy or forms initiated by DWSS or rejection of a policy initiated by the DA offices, an appeal may be submitted in writing to the Administrator of DWSS 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 Administrator of DWSS 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 Administrator of DWSS 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 and received by Nevada. This attachment describes how incentives will be calculated and disbursed to the Nevada IV-D offices.

I. CALCULATION OF INCENTIVES

The incentives will be distributed to the IV-D offices (DA and state) based on their performance in four areas: 1) Paternity Establishment; 2) Cases with Orders; 3) Collections on Current Support; and 4) Collections on Arrears. A minimum of 25% of any incentives awarded and received after the effective date of this contract will be retained by all IV-D offices (DA and state) for statewide program enhancements as agreed to between the DA and the state. 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.



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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 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 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 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:

<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 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%.



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If the current 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 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 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:

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 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%.



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.



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 cases.
4. Medical support locate services for all Douglas County non assistance cases.
5. Medical support establishment services for all Douglas County non assistance cases.
6. Medical support enforcement services for all Douglas County non assistance cases.

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: Oct 10, 2008

UTARA Clerk of the 9th Judicial District Court
of the State of Nevada, in and for the County of Douglas.

By: Carol P. Fendley

Deputy



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