

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 Parkway
Carson City, NV 89706

And

Washoe County through the Second Judicial District Court
of the State of Nevada in and for Washoe County
75 Court Street
Reno, NV 89501

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 of **The Second Judicial District Court of the State of Nevada**, hereinafter set forth are both necessary to Division of Welfare and Supportive Services (DWSS) and in the best interests of 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. "Court" and "County/City" are used interchangeably throughout this contract and both are responsible parties under the terms of this contract.
3. CONTRACT TERM. This Contract shall be effective: **July 1, 2022 subject to Board of Examiners' approval to June 30, 2026**, unless sooner terminated by either party as set forth in this Contract.
4. TERMINATION. This Contract may be terminated by either party prior to the date set forth in paragraph (3), at any time without cause upon provision of sixty (60) days notice in writing to either party; or in the event of: (1) material breach of this contract by either party; (2) failure to take corrective action; (3) termination of the program established by Congress in Title IV-D of the Social Security Act; (4) any significant change in federal or state funding provisions. Termination will be effective sixty (60) days after written notice is received by the other party. DWSS shall reimburse the Judicial District Court for costs incurred pursuant to this contract through the last effective date of this contract, unless Section III. E of Attachment A of this contract applies. The parties expressly agree that this Contract shall be terminated immediately if for any reason federal and/or State Legislature funding ability to satisfy this Contract is withdrawn, limited, or impaired.

5. NOTICE. All notices or other communications required or permitted to be given 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 in descending order of constructive precedence:

ATTACHMENT A: SCOPE OF WORK

ATTACHMENT B: NOTICE/APPEAL PROCESS

ATTACHMENT C: BUDGET ANALYSIS

ATTACHMENT D: IRS SAFEGUARDING CONTRACT LANGUAGE

ATTACHMENT E: SUBRECIPIENT FEDERAL AWARD FUNDING

ATTACHMENT F: FEDERAL LAWS AND AUTHORITIES

7. CONSIDERATION. **The Second Judicial District Court of the State of Nevada** agrees to provide the services set forth in paragraph (6) at a cost to be determined per Attachment C and not to exceed **\$1,536,258; \$372,954 for FY23, \$380,263 for FY24, \$387,718 for FY25 and \$395,323 for FY26 or the approved annual budget, whichever is less.** Any intervening end to a biennial appropriation period shall be deemed an automatic renewal (not changing the overall Contract term) or a termination as the results 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 records, agreements, books, and documents as are necessary to fully disclose to the State or United States Government, or their authorized representatives, upon audits or reviews, sufficient information to determine compliance with all state and federal 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 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 a minimum three years and for five years if any federal funds are used in this Contract. The retention period runs from the date of termination of this Contract. 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 and 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 attorneys' 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. Actual damages for any State breach caused by either party shall never exceed the amount of funds which have been appropriated for payment under this Contract, but not yet paid, for the fiscal year budget in existence at the time of the breach.

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 right or defense to indemnification that may exist in law or equity.

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 OF 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 nonenforceability 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 any reports, histories, studies, tests, manuals, instructions, photographs, negatives, blue prints, plans, maps, data, system designs, computer code (which is intended to be consideration under this Contract), 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 perform the services set forth in paragraph (6).

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. Actual damages for any State breach shall never exceed the amount of funds which have been appropriated for payment under this Contract, but not yet paid, for the fiscal year budget in existence at the time of the breach.

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 right or defense to indemnification that may exist in law or equity.

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 OF 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 nonenforceability 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 any reports, histories, studies, tests, manuals, instructions, photographs, negatives, blue prints, plans, maps, data, system designs, computer code (which is intended to be consideration under this Contract), 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 perform the services 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 and its integrated attachment(s) constitute 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 intentionally left blank]

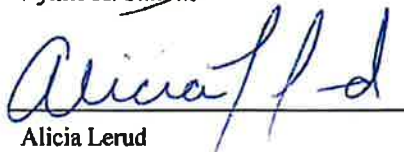
IN WITNESS WHEREOF, the parties hereto have caused this Contract to be signed and intend to be legally bound thereby.



Lynne K. Simons March 24, 2022 Date

Chief Judge,
2nd Judicial District Court

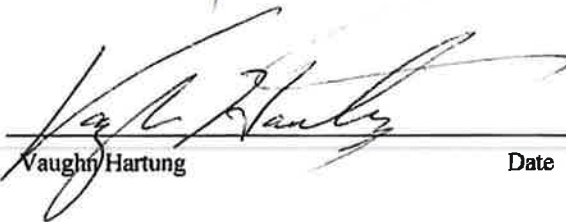
Title



Alicia Lerud 3/28/22 Date

Court Administrator,
2nd Judicial District Court

Title



Vaughn Hartung Date

Chairman,
Board of County Commissioners, Washoe County

Title

Robert H. Thompson Date

Administrator,
Division of Welfare and Supportive Services

Title

APPROVED BY BOARD OF EXAMINERS

Signature – Board of Examiners

On: _____

Date

Approved as to form by:

On: _____

Deputy Attorney General for Attorney General

Date

ATTACHMENT A

SCOPE OF WORK

WHEREAS, Title IV, Part D (Title IV-D), 42 USC § 651, authorizes an appropriation for each fiscal year for the purpose of enforcing support obligations owed by non-custodial parents to their children, locating non-custodial parents, establishing paternity, obtaining financial and medical support, and adjusting support orders; and

WHEREAS, the Child Support Enforcement Program (CSEP) within the Division of Welfare and Supportive Services (DWSS), has been designated the single and separate organizational unit to develop and administer the Nevada State Plan pursuant to Title IV-D, 42 USC § 654; and

WHEREAS, Title IV-D, 42 USC § 654(7) authorizes DWSS to enter into interlocal contracts with appropriate courts and law enforcement officials to implement an efficient statewide system to meet the purposes of this Act; and

WHEREAS, Title IV-D, 42 USC § 666(a)(2) requires expedited processes for establishing paternity and establishing, modifying and enforcing support obligations and 42 USC § 666(c) more specifically defines this obligation; and

WHEREAS, the NRS authorizes the District Courts of the State of Nevada to take evidence, hear arguments, and issue orders regarding establishing paternity, securing financial and medical support, adjusting support orders, enforcing and recovering support debts for children who may or may not be receiving public assistance; and

WHEREAS, the NRS and Title IV-D of the Social Security Act require DWSS attempt to establish paternity, secure financial and medical support, and recover support debts for children who may or may not be receiving public assistance; and

WHEREAS, DWSS may carry out its responsibilities through, and in coordination with, the District Courts of the State of Nevada in connection with this contract, under the authority of NRS 277.180; and

WHEREAS, the Title IV-D CSEP offers Federal Financial Participation (FFP) in the form of reimbursements with which to plan, coordinate, and improve financial and medical support enforcement services to Nevada's children and taxpayers; and

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

NOW, THEREFORE, the parties agree as follows:

I. The JUDICIAL DISTRICT COURT(S) agrees:

A. To recruit and appoint Court Masters pursuant to NRS 3.405 and NRS Chapter 425 to hold hearings on matters related to paternity, financial and medical support establishment and payment of support in accordance with the purposes of CSEP.

B. To recruit and appoint Court Masters who either:

1. Reside within the judicial district that is a party to this contract or a judicial district immediately adjacent to the judicial district that is a party to this contract; or

2. Perform similar duties within the judicial district as a local government employee. (Example: Juvenile Court Master)
- C. To appoint a sufficient number of substitute Court Masters to maintain an uninterrupted court calendar in the event the primary Court Master is unavailable.
 - D. To consult with the Chief of the CSEP prior to appointment of Court Masters.
 - E. To ensure Court Masters recommendations are compliant with federal and state laws and regulations.
 - F. 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, and to develop correctional plans to rectify any exceptions noted in monitoring and/or audit reports that place them out of compliance with this contract or federal/state statutes and regulations.
 - G. To ensure through its own court resources and processes: (1) expedited process time frames pursuant to NRS 3.415 are met, and (2) pursuant to NRS 425.3844, it shall approve or reject a master's recommendation for modification(s) within ten (10) days after expiration of the objection time period.
 - H. To ensure compliance with 45 CFR Part 300, et. seq. which may be viewed at https://www.ecfr.gov/cgi-bin/text-idx?tpl=/ecfrbrowse/Title45/45tab_02.tpl Note this website is not maintained by the DWSS and is subject to change by the U.S. Government Printing Office.)
 - I. To pay the unmatched portion of FFP of the allowable costs (County Share) for expenditures which exceed the annual budget approved by the Chief of CSEP.
 - J. To conduct a master's court in which the plaintiff/obligor and the defendant/obligee are both given the opportunity to present their side with or without attorney representation.
 - K. In IV-D actions brought before the master, cases will be presented pursuant to NRS 425.3852 and a program representative may participate telephonically or by video conferencing whichever is available to present cases before the master.
 - L. To submit a budget annually to DWSS for approval. During even numbered years, projected two-year budgets must be provided. The budget projection will commence on July 1 of the even numbered years and end on June 30 two years later. This information will be used to obtain authority from the state legislature for reimbursements.
 - M. To limit any claims for reimbursement to those costs for hearings held under the "master system" meeting the purpose of CSEP. Total expenditures shall not exceed the yearly estimated budget as approved by the Chief of CSEP or designee, and subject to work program authority granted pursuant to the State Budget Act, NRS 353.150 to 353.246, inclusive. Any expenditure exceeding yearly budgeted amounts will not be reimbursed by the DWSS. An annual budget must be submitted pursuant to Attachment C attached hereto.
1. Court Masters actual time spent preparing for court, in court, preparing recommendations, in travel status, participating in program related training and/or performing policy analysis may be reimbursable when included as part of the budget approved by the Chief of CSEP or designee; or

A flat rate not to exceed a monthly proportionate share of the State Fiscal Year amounts submitted under the budget approval process contained in Attachment C of this Intrastate Interlocal Contract.

2. Costs not included in the annual budget approved by the Chief of CSEP or designee are not reimbursable without the approval of the Chief prior to the expense being incurred.
 3. A monthly IV-D master claim form, as provided by the Chief of CSEP must be completed, approved by the District Court Judge or designee and submitted to the Chief of CSEP before reimbursement can be paid.
 4. All masters' requests for training shall be submitted on a travel request form attached hereto and hereby incorporated by reference, to the Chief of CSEP. If approved, the master must submit a travel expense form, attached hereto and incorporated by reference, to the Chief of CSEP before reimbursement can be paid.
- N. To submit an invoice to DWSS CSEP, 1470 College Parkway, Carson City, Nevada, 89706 for reimbursement of services not later than the 20th calendar day of the month following the month service was provided. Expenses which are more than 90 calendar days older than the date the reimbursement claim is submitted will be considered stale and rejected from reimbursement consideration. 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.
- O. Federal statutes, regulations and policies established for all state IV-D programs will be complied with to the extent they do not violate the U.S. Constitution and the Nevada Constitution. This includes, but is not limited to, the federal requirements for review and adjustment as part of the state IV-D program.
- P. Any equipment or furniture purchased with CSEP/federal funds must be clearly marked and all purchasing records prepared so as to identify CSEP as the source of funds for the purchase. An inventory must be developed based on these records, which identifies where the items are being stored or used in the office. If the Judicial District Court ceases to offer services under this contract, all equipment and furniture purchased must be properly accounted for before first being offered to the Chief of CSEP or disposed of according to federal statutes, regulations, and the CSEP manual.
- Q. Any administrative and/or cost recovery amount or program must be approved by the Chief of CSEP or designee prior to implementation.
- R. Must provide services to all interstate and intrastate cases, whether public assistance/referred under state assignments (45CFR 301.1, i.e., TANF, Title IV-E Foster Care, Medicaid only cases, et. al.) or non-public assistance in an equal manner. This standard includes all services in UIFSA [NRS Chapter 130], parentage, enforcement and modification of court orders.
- S. The parties agree to adhere to all case processing time frames and procedures in 45 CFR Chapter 300, including, but not limited to:

45 CFR 303.4	Establishment of Support Obligations
45 CFR 303.5	Paternity Establishment
45 CFR 303.6	Enforcement of Support Obligations
45 CFR 303.101	Expedited Service
45 CFR 303.31	Medical Health Insurance
45 CFR 303.8	Review and Adjustment

- T. 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.
- U. To comply with current federal requirements pertaining to safeguarding and maintaining the confidentiality of federal tax information in accordance with the Internal Revenue Code and Internal Revenue Service Publication 1075 including Exhibit 7 of IRS Publication (Attachment D).

II. DWSS Agrees:

- A. To pay the unmatched portion of FFP of the allowable costs (state share) based upon the budget approved by the Chief of CSEP within 30 days of receiving and approving reimbursement requests, for current billings. The amount for the Judicial District Court shall not exceed the yearly estimated budget as approved by the Chief, and subject to work program authority granted pursuant to the State Budget Act, NRS 353.150 to 353.246, inclusive.
- B. To submit the total cost of the master's system to the federal program for reimbursement. DWSS agrees to reimburse THE JUDICIAL DISTRICT COURT(S) by installments, as documentation of actual costs and travel claims are submitted to the Program within 30 days of receiving and approving reimbursement requests, for current billings.

III. ALL PARTIES Mutually agree:

- A. That this contract is contingent upon DWSS concurring with the rules and procedures adopted by the DISTRICT COURT for application to the master's system. Said concurrence will not be unreasonably withheld.
- B. That the standardized forms developed for the Nevada automated computer system will be used in all IV-D cases, unless specifically exempted by procedures described in the CSEP Manual.
- C. To provide Title IV-D services in compliance with federal law and any other applicable requirements so long as such services are authorized or permitted under the NRS, and regulations adopted by DWSS.
- D. That the parties shall not use or disclose any information concerning a recipient of services under this contract, for any purpose not in conformity with the Social Security Act.
- E. That failure to comply with this contract or any of the federal regulations and state laws pertaining to Title IV-D of CSEP may result in a disallowance of reimbursement by the state for the state share of costs and/or the FFP provided pursuant to this contract. Notice

will be provided thirty (30) days prior to the reduction. Notice and appeal process are outlined in Attachment B.

- F. This contract will be reviewed periodically by DWSS, not less than once per duration of the contract, to be conducted not less than ninety (90) days prior to the expiration date of this contract, to ensure that continuous IV-D master's hearings are provided. Renewal of this contract is contingent upon satisfactory levels of compliance with all federal state laws pertaining to the Title IV-D, CSEP.
- G. This contract may be renewed for additional periods as mutually agreed and shall only be valid when they have been reduced to writing, duly signed, and attached to the original of this contract. Renewal must be approved/negotiated not less than thirty (30) days prior to the existing contract's ending date and will be effective upon expiration of the existing contract.
- H. There shall be no discrimination on the basis of race, color, sex, religion, ancestry, national origin, age, or handicap. No otherwise qualified individual shall be excluded from participation in, be denied the benefits of, or be subjected to discrimination under this contract. The parties agree to treat, without regard to the aforementioned factors, all individuals on an equal basis in employment practices, in connection with CSEP.

ATTACHMENT B

NOTICE/APPEAL PROCESS

Under this contract, the parties responsible for completing each identified function agree to meet the following performance standards:

NOTICE/APPEAL PROCESS:

- A. The Chief of the Child Support Enforcement, Division of Welfare and Supportive Services (DWSS) will provide written notice thirty (30) days prior to withholding or assessing a penalty or reducing Federal Financial Participation (FFP) per the terms of this agreement. If the Judicial District Court(s) does not disagree pursuant to paragraph B below, the penalty will be assessed.
- B. The Judicial District Court(s) have thirty (30) days from the date of notice to respond in writing to the Chief if they disagree with the above notice. The response must contain arguments and documentation why the Chief should not withhold FFP or assess the penalty. If the Judicial District Court(s) fails to respond in accordance with the above, the Chief will take the action outlined in "A".
- C. The Chief will respond in writing within thirty (30) days of receipt, indicating what action will be taken.
- D. If the Judicial District Court(s) disagrees with the Chief's decision, an appeal may be submitted in writing to the Administrator, DWSS within fifteen (15) days. The appeal must contain written arguments and documentation why the Chief should not take the action outlined in "A" and "C".
- E. The Administrator may request additional information and will make a written decision within sixty (60) days of receipt of the appeal or all information, whichever is later. The decision of the Administrator is final.

ATTACHMENT C

CHILD SUPPORT ENFORCEMENT PROGRAM BUDGET ANALYSIS

Grant: Child Support Enforcement, Catalog of Federal Domestic Assistance (CFDA) number 93.563
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).

Attachment C, Budget Analysis, is divided into two parts. Part one is a general explanation of the budget process. Part two contains instructions on how to prepare your annual budget analysis. Submit the annual budget using your County/City format.

PART ONE: EXPLANATION

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

Based on fiscal guidelines provided by the Division of Welfare and Supportive Services (DWSS) on or before April 15th of each year, a budget must be submitted to the Chief of the Child Support Enforcement Program, for establishment of a maximum level of reimbursements no later than May 15th.

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

Budgetary costs that are not covered by FFP pursuant to 45 CFR 304.21 & 23 includes, but is not limited to the following:

1. Bad Debts
2. Contingencies
3. Contributions and Donations
4. Entertainment
5. Fines and Penalties
6. Governor's expenses
7. Interest and Other Financial Costs
8. Legislative Expenses
9. Under recovery of Costs Under Grant Agreements
10. Building Space and Related Facilities

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

1. Data Processing
2. Capital Expenditures
3. Insurance and Indemnification
4. Management Studies
5. Pre-Agreement Costs
6. Professional Services
7. Proposal Costs

Listed are various categories of expenses which could arise. An office's particular cost allocation plan may not provide for every category listed which may necessitate an amendment to that office's plan. The Title IV-D accounting unit will coordinate any required amendments with an office.

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

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

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

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

Claims from your office for FFP reimbursement are to be submitted within thirty (30) days from incurred expenditure unless an approval for an extension is granted by the Chief of the Child Support Enforcement Program or designee. Claims not submitted within ninety (90) days of the end of the month in which the expenses are incurred will be considered stale and non-payable.

Claims for reimbursement must include a listing of costs incurred pursuant to the Title IV-D Program with receipts for such costs retained and available for review. As noted in part two of this budget analysis, certain expenditures require approval prior to County/City expenditure/claim for FFP reimbursement.

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

PART TWO: INSTRUCTIONS FOR COMPLETING ITEMS A-K OF THE BUDGET ANALYSIS

Complete the detail for items A-G. For categories in which explanation is requested, please annotate or attach extra pages as needed. Guidelines for completing categories A-G are as follows:

- A. PERSONNEL: (salaries only)
 1. List titles of positions for which you are requesting reimbursements.
 2. List the number of staff within each position classification that are Title IV-D staff.
 3. List annual salary of the position(s)
 4. Estimate the percentage of time and activities each staff member will be assigned to Title IV-D responsibilities as well as provide the estimated percentage of time and activities spent for non-Title IV-D responsibilities.
 5. Identify the annual salary apportioned to Title IV-D activities.

Example:

<i>Position Title</i>	<i>Annual Salary</i>	<i>IVD Activity and % of Time Spent</i>	<i>Non IVD Activity and % of Time Spent</i>	<i>Annual Salary Apportioned to IVD Activities</i>
Hearing Master	\$20,000	Court Prep 30% Hearings 40%	Juvenile Hearings 30%	\$14,000
Court Clerk	\$10,000	Filing 20% Court time 40%	Filing 10% Court time 30%	\$6,000

B. FRINGE BENEFITS:

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

Example:

$$\begin{array}{rclcl}
 \text{Title IV-D} & & \text{Retirement} & & \text{Retirement} \\
 \text{Costs for DA} & \times & \text{Rate} & = & \text{Cost} \\
 \$2,500 & \times & 15\% & = & \$375
 \end{array}$$

2. Each category is based on rate except group insurance. The applicant will have to provide a brief explanation of how this category was computed.

C. COUNTY/CITY INDIRECT COSTS:

Indirect costs are those incurred for a common or joint purpose benefiting other programs in your County/City in addition to the Title IV-D Child Support Enforcement Program. Examples of indirect costs are:

- Salaries for time spent by employees not employed by the IV-D program who are indirectly performing child support tasks, such as County/City clerks; and
- Supplies purchased by County/City funds which are used by more than one County/City entity, including the use by or benefit of your office, for which your office must reimburse the County/City.

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

D. INSTATE TRAVEL, TRAINING, AND POLICY ANALYSIS:

1. All travel, training and policy analysis, in which you seek Title IV-D reimbursement, requires PRIOR approval by the Chief of the Child Support Enforcement Program or designee. The travel must be for the purpose of administration of the Title IV-D Program. Travel is approved at the prevailing state rate for travel.

2. Training and policy analysis costs would include registration fees, travel expenses, and per diem allowances at the state rate, or any other related IV-D activity the Chief of the Child Support Enforcement Program approves.

E. OUT OF STATE TRAVEL, TRAINING, AND POLICY ANALYSIS:

Same as in state travel.

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

1. Office/Janitor Supplies:

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

2. Postage and Freight:

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

3. Telephone Rental and Tolls:

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

4. Printing:

Identify the forms/materials for which you are budgeting.

5. Other:

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

G. OTHER EXPENSES:

1. Copies/Reproductions:

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

2. Dues and Registration:

Must be related to Title IV-D matters/activities and cost allocated based upon the average IV-D activities.

3. Publications/Periodicals:

Must be related to Title IV-D matters/activities and cost allocated based upon the average IV-D activities.

4. Fees (Service of Process, Garnishment):

Must be related to Title IV-D matters/activities and cost allocated based upon the average IV-D activities.

PART THREE: APPROVAL OF BUDGET BY CHIEF

The Chief of the Child Support Enforcement or designee will approve the eligible IV-D expenditures and the budget will indicate the amount of expenditures out of FFP, state share and County/City costs.

The Chief of Child Support Enforcement's approval of the budget does not guarantee that all costs are IV-D eligible for reimbursement.

Upon federal review, any disallowed costs will be deducted from future federal reimbursement payments. DWSS will provide thirty (30) days' notice prior to the reduction. Parties agree to notify the other of any disallowed costs and work together on the disallowance.

TRAVEL REQUEST



In-State _____

Out-Of-State _____

DWSS _____

Agency _____

Official Station _____

Budget Account _____

Employee Name _____

Employee ID _____

Destination _____

Employee Requested _____

Agency Directed _____

Purpose of Trip (Justification):

Attach agendas, meeting notices, training syllabus, etc.

Departure:

Date _____

Time _____

Return:

Date _____

Time _____

Special Airline Requests: _____

Motor Pool: _____ Yes/No

Note: _____

Hotel: _____ Yes/No

Note: _____

Total Budgeted Travel Authority For This Funding Source

\$ _____ -

Total Expended and/or Committed Funds for this Source

\$ _____ -

Total Balance Available to Fund this Trip

\$ _____ -

Estimated Cost for this Trip

\$ _____ -

Budgetary Authority Verification: _____

(Documents Accuracy of Balance Available on Date Signed)

Acctg. Asst. Signature _____

Date _____

Funding Source:

(Describe in Detail)

Employee Signature: _____

(See **NOTE** below)

Date _____

Supervisor Signature: _____

Date _____

Signature/Administrator/DWSS (For Out-Of-State Only) _____ Date _____

Signature/Director/DHHS (For Out-Of-State Only) _____ Date _____

NOTE: No travel reservations or commitments should be made without all proper approvals. Employees requesting travel and making commitments prior to approvals will be responsible for the cost of all cancellation fees or charges in the event the trip is not approved or any part of the request is not approved i.e. excessive room charges.

ESTIMATED TRAVEL COSTS

This form must be filled out completely and attached to the Travel Request form when sent to the Accounting Office for processing. If this form is not attached (including supporting documentation), the Request will be returned unsigned.

You must attach current approved GSA rates for per diem and lodging and estimates for airfare and rental car if applicable. Airfare and rental car cost estimates can be easily researched on the internet. Lodging receipts are required for reimbursement. Requests for hotel rate adjustments must be documented below.

Shaded cells are formula driven. Do Not Type In The Shaded Cells.

Start/Stop Time of Travel	Dates of Travel	Breakfast	Lunch	Dinner	Lodging Rate	Tax	Total Lodging	Total
		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -

Hotel Rate Adjustment Requested _____ Tax Rate 0.00%

Total Estimated Per Diem

\$ -

Miles	Estimated Rate		Fiscal Use Only: Cat	GL
0	\$ 0.505	Transportation to/from local airport	\$ -	
Receipt Required		Parking at airport/garages, etc./tolls	\$ -	
Receipt Required		Transportation to/from hotel	\$ -	
Receipt Required		Other transportation/Motor Pool	\$ -	
Receipt Required		Car rental	\$ -	
		Air fare	\$ -	

Total Estimated Transportation

\$ -

Receipt Required	Registration/Tuition	\$ -		
Receipt Required	Books	\$ -		
Receipt Required	ATM Fees	\$ -		
	Incidentals	\$ -		

Total Estimated Misc.

\$ -

ESTIMATED GRAND TOTAL

\$ -

TRAVEL CLAIM SHOULD NOT EXCEED ESTIMATED GRAND TOTAL

Note: Meal Policy (When traveling more than 50 miles one-way from duty station)

Breakfast: Depart at or before 7:00 am

Lunch: Depart at or before 11:00 am and return to work site after 1:30 pm

Dinner: Depart at or before 5:30 pm and return to work site after 6:30 pm

Convention or Meeting Hotel Rate Calculation		
Rate	Adjust %	Allowed Rate
Conus or	300%	\$ -
GSA	175%	\$ -
Convention Rate		

ATTACHMENT D

IRS SAFEGUARDING CONTRACT LANGUAGE

CONTRACT LANGUAGE FOR GENERAL SERVICES

I. PERFORMANCE

In performance of this contract, the Contractor agrees to comply with and assume responsibility for compliance by officers or employees with the following requirements:

- (1) All work will be performed under the supervision of the contractor.
- (2) The contractor and contractor's officers or employees to be authorized access to FTI must meet background check requirements defined in IRS Publication 1075. The contractor will maintain a list of officers or employees authorized access to FTI. Such list will be provided to the agency and, upon request, to the IRS.
- (3) FTI in hardcopy or electronic format shall be used only for the purpose of carrying out the provisions of this contract. FTI in any format shall be treated as confidential and shall not be divulged or made known in any manner to any person except as may be necessary in the performance of this contract. Inspection or disclosure of FTI to anyone other than the contractor or the contractor's officers or employees authorized is prohibited.
- (4) FTI will be accounted for upon receipt and properly stored before, during, and after processing. In addition, any related output and products require the same level of protection as required for the source material.
- (5) The contractor will certify that FTI processed during the performance of this contract will be completely purged from all physical and electronic data storage with no output to be retained by the contractor at the time the work is completed. If immediate purging of physical and electronic data storage is not possible, the contractor will certify that any FTI in physical or electronic storage will remain safeguarded to prevent unauthorized disclosures.
- (6) Any spoilage or any intermediate hard copy printout that may result during the processing of FTI will be given to the agency. When this is not possible, the contractor will be responsible for the destruction of the spoilage or any intermediate hard copy printouts and will provide the agency with a statement containing the date of destruction, description of material destroyed, and the destruction method.
- (7) All computer systems receiving, processing, storing, or transmitting FTI must meet the requirements in IRS Publication 1075. To meet functional and assurance requirements, the security features of the environment must provide for the managerial, operational, and technical controls. All security features must be available and activated to protect against unauthorized use of and access to FTI.
- (8) No work involving FTI furnished under this contract will be subcontracted without the prior written approval of the IRS.
- (9) Contractor will ensure that the terms of FTI safeguards described herein are included, without modification, in any approved subcontract for work involving FTI.

(10) To the extent the terms, provisions, duties, requirements, and obligations of this contract apply to performing services with FTI, the contractor shall assume toward the subcontractor all obligations, duties and responsibilities that the agency under this contract assumes toward the contractor, and the subcontractor shall assume toward the contractor all the same obligations, duties and responsibilities which the contractor assumes toward the agency under this contract.

(11) In addition to the subcontractor's obligations and duties under an approved subcontract, the terms and conditions of this contract apply to the subcontractor, and the subcontractor is bound and obligated to the contractor hereunder by the same terms and conditions by which the contractor is bound and obligated to the agency under this contract.

(12) For purposes of this contract, the term "contractor" includes any officer or employee of the contractor with access to or who uses FTI, and the term "subcontractor" includes any officer or employee of the subcontractor with access to or who uses FTI.

(13) The agency will have the right to void the contract if the contractor fails to meet the terms of FTI safeguards described herein.

II. CRIMINAL/CIVIL SANCTIONS

(1) Each officer or employee of a contractor to whom FTI is or may be disclosed shall be notified in writing that FTI disclosed to such officer or employee can be used only for a purpose and to the extent authorized herein, and that further disclosure of any FTI for a purpose not authorized herein constitutes a felony punishable upon conviction by a fine of as much as \$5,000 or imprisonment for as long as 5 years, or both, together with the costs of prosecution.

(2) Each officer or employee of a contractor to whom FTI is or may be accessible shall be notified in writing that FTI accessible to such officer or employee may be accessed only for a purpose and to the extent authorized herein, and that access/inspection of FTI without an official need-to-know for a purpose not authorized herein constitutes a criminal misdemeanor punishable upon conviction by a fine of as much as \$1,000 or imprisonment for as long as 1 year, or both, together with the costs of prosecution.

(3) Each officer or employee of a contractor to whom FTI is or may be disclosed shall be notified in writing that any such unauthorized access, inspection or disclosure of FTI may also result in an award of civil damages against the officer or employee in an amount equal to the sum of the greater of \$1,000 for each unauthorized access, inspection, or disclosure, or the sum of actual damages sustained as a result of such unauthorized access, inspection, or disclosure, plus in the case of a willful unauthorized access, inspection, or disclosure or an unauthorized access/inspection or disclosure which is the result of gross negligence, punitive damages, plus the cost of the action. These penalties are prescribed by IRC sections 7213, 7213A and 7431 and set forth at 26 CFR 301.6103(n)-1.

(3) Additionally, it is incumbent upon the contractor to inform its officers and employees of the penalties for improper disclosure imposed by the Privacy Act of 1974, 5 U.S.C. 552a. Specifically, 5 U.S.C. 552a(i)(1), which is made applicable to contractors by 5 U.S.C. 552a(m)(1), provides that any officer or employee of a contractor, who by virtue of his/her employment or official position, has possession of or access to agency records which contain individually identifiable information, the disclosure of which is prohibited by the Privacy Act or regulations established thereunder, and who knowing that disclosure of the specific material is so prohibited, willfully discloses the material in any manner to any person or agency not entitled to receive it, shall be guilty of a misdemeanor and fined not more than \$5,000.

(4) Granting a contractor access to FTI must be preceded by certifying that each officer or employee understands the agency's security policy and procedures for safeguarding FTI. A contractor and each officer or employee must maintain their authorization to access FTI through annual recertification of their understanding of the agency's security policy and procedures for safeguarding FTI. The initial certification and recertifications must be documented and placed in the agency's files for review. As part of the certification and at least annually afterwards, a contractor and each officer or employee must be advised of the provisions of IRC sections 7213, 7213A, and 7431 (see Exhibit 4, Sanctions for Unauthorized Disclosure, and Exhibit 5, Civil Damages for Unauthorized Disclosure). The training on the agency's security policy and procedures provided before the initial certification and annually thereafter must also cover the incident response policy and procedure for reporting unauthorized disclosures and data breaches. (See Section 10) For the initial certification and the annual recertifications, the contractor and each officer or employee must sign, either with ink or electronic signature, a confidentiality statement certifying their understanding of the security requirements.

III. INSPECTION

The IRS and the Agency, with 24 hour notice, shall have the right to send its inspectors into the offices and plants of the contractor to inspect facilities and operations performing any work with FTI under this contract for compliance with requirements defined in IRS Publication 1075. The IRS' right of inspection shall include the use of manual and/or automated scanning tools to perform compliance and vulnerability assessments of information technology (IT) assets that access, store, process or transmit FTI. Based on the inspection, corrective actions may be required in cases where the contractor is found to be noncompliant with FTI safeguard requirements.

ATTACHMENT E

SUBRECIPIENT FEDERAL AWARD FUNDING

According to the definition in 2 CFR Part 200 Subpart A 200.93 the Child Support Enforcement Program services which your organization performs constitutes a subrecipient and not a contractual relationship, as such, your award hereby includes the following information:

Project Description: To provide hearing master and court services for child support hearings for the purpose of enforcing support obligations owed by non-custodial parents to their children, locating non-custodial parents, establishing paternity, obtaining financial and medical support, and adjusting support orders.

Under this award, the **2nd Judicial District of the State of Nevada** will receive passthrough from the State of Nevada, Division of Welfare and Supportive Services for providing such IV-D services for local, intrastate and interstate cases as defined under 45 CFR 304.20 and described within the Interlocal Agreement and its incorporated attachments.

Performance Period(s): July 1, 2022 – June 30, 2023
July 1, 2023 – June 30, 2024
July 1, 2024 – June 30, 2025
July 1, 2025 – June 30, 2026

Source of Funds: Administration for Children and Families, Child Support Enforcement
% of Funds: 66%
CFDA #: 93.563
DUNS#: 073786998

	FFY23	FFY24	FFY25	FFY26
FAIN #:				
Federal Grant #:				
Federal Grant Award Date by Federal Agency:				
Total Amount of Federal Funds Obligated	\$0.00	\$0.00	\$0.00	\$0.00

Research & Development: This award does not contain any Research and Development.

Amended Attachment E:

Each Fiscal Year over the term of the contract, the Division of Welfare and Supportive Services Child Support Enforcement Program will send the Subrecipient an amended Attachment E with the current grant award information electronically via email.

The Subrecipient must acknowledge receipt of the amended attachment and respond to the original email notification from the Child Support Enforcement Program. The correspondence shall be printed and attached as back up documentation to the contract for tracking and reporting purposes.

ATTACHMENT F – FEDERAL LAWS AND AUTHORITIES

The information in this section does not need to be returned with the vendor's proposal. Following is a list of Federal Laws and Authorities with which the awarded vendor will be required to comply.

ENVIRONMENTAL:

1. Archeological and Historic Preservation Act of 1974, PL 93-291
2. Clean Air Act, 42 U.S.C. 7506(c)
3. Endangered Species Act 16 U.S.C. 1531, ET seq.
4. Executive Order 11593, Protection and Enhancement of the Cultural Environment.
5. Executive Order 11988, Floodplain Management
6. Executive Order 11990, Protection of Wetlands
7. Farmland Protection Policy Act, 7 U.S.C. 4201 ET seq.
8. Fish and Wildlife Coordination Act, PL 85-624, as amended
9. National Historic Preservation Act of 1966, PL 89-665, as amended
10. Safe Drinking Water Act, Section 1424(e), PL 92-523, as amended

ECONOMIC:

1. Demonstration Cities and Metropolitan Development Act of 1966, PL 89-754, as amended
2. Section 306 of the Clean Air Act and Section 508 of the Clean Water Act, including Executive Order 11738, Administration of the Clean Air Act and the Federal Water Pollution Control Act with Respect to Federal Contracts, Grants or Loans

SOCIAL LEGISLATION

1. Age Discrimination Act, PL 94-135
2. Civil Rights Act of 1964, PL 88-352
3. Section 13 of PL 92-500; Prohibition against sex discrimination under the Federal Water Pollution Control Act
4. Executive Order 11246, Equal Employment Opportunity
5. Executive Orders 11625 and 12138, Women's and Minority Business Enterprise
6. Rehabilitation Act of 1973, PL 93, 112

MISCELLANEOUS AUTHORITY:

1. Uniform Relocation and Real Property Acquisition Policies Act of 1970, PL 91-646
2. Executive Order 12549 – Debarment and Suspension