



# WASHOE COUNTY

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## SJDC REPORT

BOARD MEETING DATE: June 13, 2017

**DATE:** Wednesday, May 17, 2017

**TO:** Board of County Commissioners

**FROM:** Mary Herzik, Family Services Manager, Second Judicial District Court  
(775) 328-3299, mary.herzik@washoecourts.us

**THROUGH:** Jackie Bryant, District Court Administrator and Clerk of Court

**SUBJECT:** Acknowledge the retroactive Intrastate Interlocal Contract between Public Agencies for Access and Visitation Mediation Grant October 1, 2016 through September 30, 2020 between the County of Washoe, Second Judicial District Court of the State of Nevada, and State of Nevada Division of Welfare and Supportive Services, Department of Health and Human Services, for the purpose of providing mediation services in child support cases, and direct the Comptroller's Department to make the necessary adjustments. The estimated budget for these services is not to exceed \$124,000 (approximately \$31,000 for each fiscal year) reimbursed through federal Title IV-D funds. (All Commission Districts)

### SUMMARY

The attached Intrastate Interlocal Contract between Public Agencies between the Second Judicial District Court and the State of Nevada Division of Welfare and Supportive Services, Department of Health and Human Services is for the purpose of providing mediation services in child support cases. The estimated budget for these services is not to exceed \$124,000 (approximately \$31,000 for each fiscal year) reimbursed through federal Title IV-D funds. The term of the agreement would be in effect from October 1, 2016 through September 30, 2020 unless it was terminated or extended by renewal. The prior contract expired on September 30, 2016. The previous contract was approved through the Board of County Commissioners in 2012.

The reason for requesting acknowledgement of this grant award, retroactively, is due to the Court waiting to receive notice of the award.

County Priority supported by this item: Safe, secure and healthy communities.

AGENDA ITEM # 5.6.

**PREVIOUS ACTION**

The previous Intrastate Interlocal Contract between Public Agencies contained similar language and was approved by the Board of County Commissioners in 2012. The prior contract expired on September 30, 2016.

**BACKGROUND**

The attached contract is the document that implements the Access and Visitation Mediation Grant Program in the Family Division of the Second Judicial District. It outlines the requirements of the Second Judicial District and the State of Nevada (Welfare Division).

The reason for requesting acknowledgement of this grant award, retroactively, is due to the Court waiting to receive notice of the award.

**GRANT AWARD SUMMARY**

**Project/Program Name:** Access and Visitation Mediation Grant Program.

**Scope of the Project:** According to Federal Law ( 42 U.S.C.669b), services provided through the Access and Visitation Grant program must be used to further the statutory goal of the program which is to support and facilitate non-custodial parents' access to and visitation of their children.

**Benefit to Washoe County Residents:** The benefit of the Access and Visitation Mediation Grant Program is assisting parents with a child support case to resolve parenting disputes and develop a parenting plan and visitation agreement with the goal of increasing non-custodial parent (NCP) parenting time.

**On-Going Program Support:** These funds are made available through the State of Nevada Division of Welfare and Supportive Services, Department of Health and Human Services for the purpose of providing mediation services in child support cases.

**Award Amount:** \$124,000

**Grant Period:** October 1, 2016 through September 30, 2020.

**Funding Source:** Federal Office of Child Support Enforcement

**Pass Through Entity:** State of Nevada Division of Welfare and Supportive Services, Department of Health and Human Services

**CFDA Number:** 93.597

**Grant ID Number:** 170INVSAPV

**Match Amount and Type:** No Match

**Sub-Awards and Contracts:** N/A

**FISCAL IMPACT**

The contract is a reimbursement contract for actual mediation services provided by the District Court during the term of the contract. The revenues and expenditures for this Interlocal Agreement will depend on the actual amount of mediation work conducted by the District Court. The estimated budget for these services is not to exceed \$124,000 (approximately \$31,000 for each fiscal year) reimbursed through federal Title IV-D funds. Should the board acknowledge this grant award, the adopted budget will be amended in the following accounts:

Internal Order	G/L Account	Amount
10908	431100	\$31,000
10908	710100	\$31,000

**RECOMMENDATION**

It is recommended that the Board of County Commissioners retroactively acknowledge the Intrastate Interlocal Contract between Public Agencies for Access and Visitation Mediation grant October 1, 2016 through September 30, 2020 between the County of Washoe, Second Judicial District Court of the State of Nevada, and State of Nevada Division of Welfare and Supportive Services, Department of Health and Human Services, for the purpose of providing mediation services in child support cases, and direct the Comptroller's Office to make the necessary adjustments. The estimated budget for these services is not to exceed \$124,000 (approximately \$31,000 for each fiscal year) reimbursed through federal Title IV-D funds.

**POSSIBLE MOTION**

Should the Board agree with staff's recommendation, a possible motion would be: Move that the Board of County Commissioners acknowledge the retroactive Intrastate Interlocal Contract between Public Agencies for Access and Visitation Mediation grant October 1, 2016 through September 30, 2020 between the County of Washoe, Second Judicial District Court of the State of Nevada and State of Nevada Division of Welfare and Supportive Services, Department of Health and Human Services, for the purpose of providing mediation services in child support cases, and direct the Comptroller's Office to make the necessary adjustments. The estimated budget for these services is not to exceed \$124,000 (approximately \$31,000 for each fiscal year) reimbursed through federal Title IV-D funds.

BRIAN SANDOVAL  
Governor



RICHARD WHITLEY, MS  
Director

STEVE H. FISHER  
Administrator

DEPARTMENT OF HEALTH AND HUMAN SERVICES  
DIVISION OF WELFARE AND SUPPORTIVE SERVICES

1470 College Parkway  
Carson City, NV, 89706  
Telephone (775) 684-0500 • Fax (775) 684-0614  
<http://dwss.nv.gov>

July 12, 2016

Second Judicial District Court  
Attn: Mary Herzik  
75 Court Street  
Reno, NV 89501

Dear Ms. Herzik:

Enclosed is one (1) fully executed interlocal contract between your organization and the Division of Welfare and Supportive Services.

If you have any questions regarding this contract, please contact the contract monitor, **Cathy Kaplan**, at **775-684-0752**.

Sincerely,

*Michele Lynn*

Michele Lynn  
Management Analyst II, Contract Manager  
(775) 684-0678  
[amytrelease@dwss.nv.gov](mailto:amytrelease@dwss.nv.gov)

## 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

The Second Judicial District Court of the State of Nevada  
75 Court Street, 2<sup>nd</sup> Floor  
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 hereinafter set forth are both necessary 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.
3. **CONTRACT TERM.** This Contract shall be effective **October 1, 2016 subject to Board of Examiners' approval (anticipated to be June 7, 2016) to September 30, 2020**, 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), provided that a termination shall not be effective until **60** days after a party has served written notice upon the other party. This Contract may be terminated by mutual consent of both parties or unilaterally by either party without cause. The parties expressly agree that this Contract shall be terminated immediately if for any reason State and/or federal funding ability to satisfy this Contract is withdrawn, limited, or impaired.
5. **NOTICE.** All notices or other communications required or permitted 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: IRS SAFEGUARDING CONTRACT LANGUAGE

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 of \$Actual per Invoice and not to exceed \$124,000; \$31,000 for FFY 17, \$31,000 for FFY 18, \$31,000 for FFY 19, and \$31,000 for FFY 20 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 other party, the State or United States Government, or their authorized representatives, upon audits or reviews, sufficient information to determine compliance with any applicable regulations and statutes.

b. **Inspection & Audit.** Each party agrees that the relevant books, records (written, electronic, computer related or otherwise), including but not limited to relevant accounting procedures and practices of the party, financial statements and supporting documentation, and documentation related to the work product shall be subject, at any reasonable time, to inspection, examination, review, audit, and copying at any office or location where such records may be found, with or without notice by the other party, 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 by each party for a minimum of 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. 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 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 or this Contract, 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.

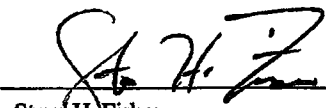
23. ENTIRE AGREEMENT AND MODIFICATION. This Contract and its integrated attachment(s) constitute the entire agreement of the parties and such are intended as a complete and exclusive statement of the promises, representations, negotiations, discussions, and other agreements that may have been made in 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 State of Nevada Office of the Attorney General.



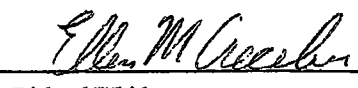
IN WITNESS WHEREOF, the parties hereto have caused this Contract to be signed and intend to be legally bound thereby.

 3-31-2016  
Jacqueline Bryant Date

Second Judicial District Court Administrator  
Title

 4/21/16  
Steve H. Fisher Date

Administrator,  
Division of Welfare and Supportive Services  
Title

*for*  7/30/16  
Richard Whitley Date

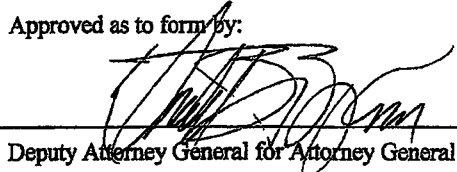
Director,  
Department of Health and Human Services  
Title

  
Signature - Board of Examiners

APPROVED BY BOARD OF EXAMINERS

On: 6/7/16  
Date

Approved as to form by:

  
Deputy Attorney General for Attorney General

On: 4/11/16  
Date

## SCOPE OF WORK

### I. The Second Judicial District Court Agrees:

- A. To establish and administer programs to support and facilitate non-custodial parents' access to and visitation of their children, by means of activities including mediation (both voluntary and mandatory), counseling, education, development of parenting plans, visitation enforcement (including monitoring, supervision and neutral drop-off and pick-up), and development of guidelines for visitation and alternative custody arrangements.
- B. To provide the Division of Welfare and Supportive Services (DWSS) a projected annual budget and a plan detailing the goals and objectives to be accomplished through the use of the grant by September 1<sup>st</sup> of each year for each grant year which runs October 1<sup>st</sup> through September 30<sup>th</sup> the following year.
- C. To limit any claim for reimbursement to those costs:
  - 1. Required to provide mediation services, child interviews or parent-child reunifications to assist parents in the formulation and implementation of mutually agreed upon access and visitation arrangements to meet the purpose of the Child Support Access and Visitation grant awarded by the federal Department of Health and Human Services (DHHS).
- D. To comply with Section 508 of Public Law 103-333 which requires statements, press releases, bid solicitations and other documents describing programs and projects funded in whole or part with federal funds to clearly state the percentage of the total costs of the program or project financed with Federal money.
- E. To comply with Title XII of Public Law 103-277, "the Pro-Kids Act of 1994", which requires that smoking not be permitted in any portion of any indoor facility owned or regularly used for the provision of health, day care, education or library services to children under the age of 18, if the services are funded by Federal programs, whether directly or through state and local governments. Federal programs include grants, cooperative agreements, loans or loan guarantees, and contracts. The law does not apply to children's services provided in private residences, facilities funded solely by Medicare or Medicaid funds, and portions of facilities used for in-patient drug and alcohol treatment.

Failure to comply with the provision of this law may result in the imposition of a civil monetary penalty of up to \$1,000.00 per day which the Second Judicial District Court will responsible for paying.

- F. To comply with 45 Code of Federal Regulations (CFR) 303.109(a) to provide appropriate safeguards to ensure the safety of children and parents. Federal grant funds provided under this award may not be used by the grantee or any sub-grantee to support lobbying activities to influence proposed or pending Federal or State legislation or appropriations. This prohibition is related to the use of Federal grant funds and is not intended to affect an individual's right or that of any organization, to petition Congress, or any other level of Government, through the use of other resources. 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

ATTACHMENT A

Management and Budget Circular A-133 (Audit of States, Local Governments, and Non-Profit Organizations).

- G. Federal funds awarded under this grant must not be used for construction and/or purchase of land.
- H. Funds awarded under this grant must be obligated by the last day of each grant year. Obligations must be liquidated within one year of the last day of each grant year. Any unobligated or unliquidated funds must be returned to the Federal Department of Health and Human Services, Administration for Children and Families. There is no carry-over of federal funds under the State Access and Visitation Program.
- I. To provide monthly reports, as requested by the agency, concerning the activity of the Access and Visitation Program.
- J. To provide monthly bills for reimbursement within thirty (30) days of the end of the month in which the expenses are incurred unless the Chief of CSEP grants an approval for an extension. All billings for dates of service prior to July 1 must be submitted to the State no later than the third Friday in July of the same calendar year. A billing submitted after the third Friday in July, which forces the State to process the billing as a stale claim pursuant to NRS 353.097, will subject the Contractor to an administrative fee not to exceed one hundred dollars (\$100.00). Consideration for reimbursement will be considered if the appropriate reports are received.

**II. DWSS Agrees:**

- A. To submit to DHHS an original financial status report (SF-269) of expenditures for each fiscal year within 90 days after the end of the obligation period.
- B. To monitor, evaluate, and report on all programs funded by the grant to assure compliance with federal requirements and that performance goals are being achieved.
- C. To use Federal State Access and Visitation grant funds to supplement state expenditures at a level at least equal to the level of state expenditures of fiscal year 1995. A state may not use Federal State Access and Visitation funds to supplement expenditures by the state for activities specified in subsection (a) of section 469B of Personal Responsibility and Work Opportunity Reconciliation Act (PRWORA) of 1996.
- D. To comply with applicable provisions of Title 45 Code of Federal Regulations(CFR):
  - Part 16 Procedures of the Departmental Grant Appeals Board;
  - Part 30 Claims Collection;
  - Part 80 Non-Discrimination Under Programs Receiving Federal Assistance through the DHHS Effectuation of Title VI of the Civil Rights Act of 1964;
  - Part 81 Practice and Procedures for Hearing Under Part 80;
  - Part 84 Non-Discrimination on the Basis of Handicap in Programs and Activities Receiving Federal Financial Assistance;
  - Part 87 Equal Treatment for Faith-Based Organizations;

ATTACHMENT A

- Part 91 Non-Discrimination on the Basis of Age in Health and Human Services Programs or Activities Receiving Federal Financial Assistance;
- Part 93 New Restrictions on Lobbying;

- E. To carry out this grant in accordance with section 469B of Title IV of PRWORA of 1996, the State Access and Visitation application and plan, provision of 2 CFR Chapter I, and Chapter II, Parts 200, 215, 220, 225, and 230 governing the use of federal funds, applicable program instructions, OMB circulars, departmental regulations, and these terms and conditions.
- F. Federal funds awarded under this grant may be used to pay for 90% of the total costs of Nevada's State Access and Visitation Program, up to the State's allocation funded under this grant award. The remaining 10% must be from non-federal sources, either State or local, cash or in-kind.

**III. The Parties mutually Agree:**

- A. Reimbursement will be made by DWSS to the Second Judicial District Court upon receipt and review of monthly billing. Reimbursement will not exceed the approved annual budget.
- B. The parties recognize their responsibility to safeguard and hold confidential, any record or document relating to the grant participants, and both parties agree any information provided pursuant to this interlocal contract shall be used only for the purposes authorized by this interlocal contract.
- C. Each party shall indemnify and remain liable for the negligent acts of its own employees.
- F. There shall be no discrimination in employment or services on the basis of race, color, sex, religion, national origin, age, disability or handicap (including AIDS and AIDS related conditions). Each party shall comply with all terms, conditions and requirements of the Americans with Disability Act of 1990 (P.L. 101-136), 42 U.S.C. 12101 and regulations adopted there under in 28 CFR subsections 36.101 through 36.999, inclusive.
- G. The parties' obligation hereunder is contingent upon the availability of funds from which payment for contract purposed can be made. No legal liability on the part of the State for payment of any money shall arise unless and until funds are made available by the Federal Department of Health and Human Services, Administration for Children and Families and the State Work Program Authority Funding.
- I. 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 mediation services are provided.

## **ATTACHMENT B**

### **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 his or her employees with the following requirements:

- (1) All work will be performed under the supervision of the contractor or the contractor's responsible employees.
- (2) Any Federal tax returns or return information (hereafter referred to as returns or return information) made available shall be used only for the purpose of carrying out the provisions of this contract. Information contained in such material 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 by or disclosure to anyone other than an officer or employee of the contractor is prohibited.
- (3) All returns and return information will be accounted for upon receipt and properly stored before, during, and after processing. In addition, all related output and products will be given the same level of protection as required for the source material.
- (4) No work involving returns and return information furnished under this contract will be subcontracted without prior written approval of the IRS.
- (5) The contractor will maintain a list of employees authorized access. Such list will be provided to the agency and, upon request, to the IRS reviewing office.
- (6) The agency will have the right to void the contract if the contractor fails to provide the safeguards described above.
- (7) (Include any additional safeguards that may be appropriate.)

##### **II. CRIMINAL/CIVIL SANCTIONS**

- (1) Each officer or employee of any person to whom returns or return information is or may be disclosed shall be notified in writing by such person that returns or return information 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 such returns or return information for a purpose or to an extent unauthorized herein constitutes a felony punishable upon conviction by a fine of as much as \$5,000 or imprisonment for as long as five years, or both, together with the costs of prosecution. Such person shall also notify each such officer and employee that any such unauthorized future disclosure of returns or return information may also result in an award of civil damages against the