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DEPARTMENT OF ECONOMIC SECURITY
Your Partner For A Stronger Arizona

INTERGOVERNMENTAL AGREEMENT (IGA)

Agreement between the Arizona Department of Economic Security ("ADES") and the Clerk of the Superior Court in and for Cochise County ("the Clerk").

WHEREAS ADES is duly authorized to execute and administer contracts under A.R.S § 41-1954; and

Clerk is duly authorized to execute and administer contracts under A.R.S § 12-283; and

ADES and the Clerk are authorized by A.R.S. § 11-952 et seq. to enter into agreements for joint or cooperative action to contract for the services specified in this Agreement.

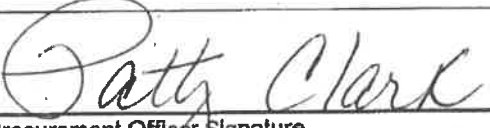

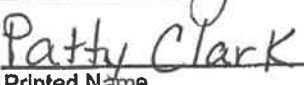
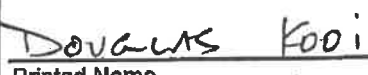
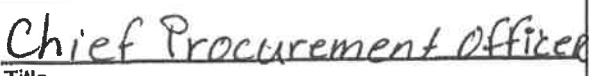
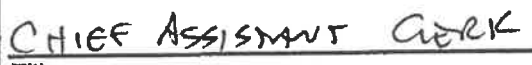
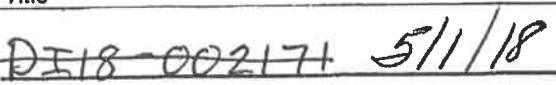
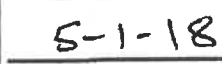
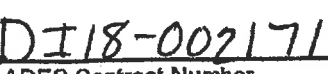
The term of this Agreement shall begin on the date of May 1, 2018 and shall end on September 30, 2023, unless otherwise amended.

THEREFORE, ADES and Clerk (the "Parties") agree to abide by all the terms and conditions set forth in this Agreement.

BY SIGNING THIS FORM ON BEHALF OF A PARTY, THE SIGNATORY CERTIFIES POSSESSING THE AUTHORITY TO BIND THE PARTY TO THIS AGREEMENT.

FOR AND ON BEHALF OF THE ARIZONA DEPARTMENT OF ECONOMIC SECURITY:

FOR AND ON BEHALF OF THE CLERK OF THE SUPERIOR COURT IN COCHISE COUNTY:

	
Procurement Officer Signature	Signature
	
Printed Name	Printed Name
	
Title	Title
	
Date	Date
	
ADES Contract Number	Contract Number

IN ACCORDANCE WITH A.R.S. § 11-952, THIS AGREEMENT IS IN APPROPRIATE FORM AND WITHIN THE POWERS AND AUTHORITY GRANTED TO EACH RESPECTIVE PUBLIC BODY.

ARIZONA ATTORNEY GENERAL'S OFFICE

By: 
Assistant Attorney General

By: See Attached Document
Public Agency Legal Counsel

Date: 4-30-2018

Date: _____



MARK BRNOVICH
ATTORNEY GENERAL

OFFICE OF THE ARIZONA ATTORNEY GENERAL
STATE GOVERNMENT DIVISION
AGENCY COUNSEL SECTION

Cochise County SCC IGA

INTERGOVERNMENTAL AGREEMENT DETERMINATION

KR18-0669

Attorney General Contract No. _____ which is an Agreement between public agencies, has been reviewed pursuant to A.R.S. § 11-952 by the undersigned Assistant Attorney General, who has determined that it is in the proper form and is within the powers granted under the laws of the State of Arizona to those Parties to the Agreement represented by the Attorney General.

Dated this 1st day of May, 2018.

MARK BRNOVICH
ATTORNEY GENERAL

Eugene M. Carley
Assistant Attorney General

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FOR AND ON BEHALF OF THE ARIZONA DEPARTMENT OF ECONOMIC SECURITY:

FOR AND ON BEHALF OF THE CLERK OF THE SUPERIOR COURT IN COCHISE COUNTY:

Procurement Officer Signature	Signature
Printed Name	Printed Name
Title	Title
Date	Date
ADES Contract Number	Contract Number

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ARIZONA ATTORNEY GENERAL'S OFFICE

By: *Kevin R. Smith*
Assistant Attorney General

By: _____
Public Agency Legal Counsel

Date: 4-30-2018

Date: _____

1.0 ADES VISION AND MISSION STATEMENTS

- 1.1. ADES Vision: Opportunity, assistance and care for Arizonans in need.
- 1.2. ADES Mission: The Arizona Department of Economic Security makes Arizona stronger by helping Arizonans reach their potential through temporary assistance for those in need and care for the vulnerable.

2.0 PURPOSE OF AGREEMENT

- 2.1. The purpose of this agreement is to establish responsibilities between the parties regarding Title IV-D operations and other required functions, with regard to reimbursable child support activities.

3.0 DEFINITIONS

- 3.1. **Arizona Tracking and Location Automated System (ATLAS):** The mainframe based statewide automated system for IV-D child support cases.
- 3.2. **Automated Clearing House (ACH):** An electronic funds-transfer system run by the National Automated Clearing House Association (NACHA).
- 3.3. **Business Day:** Every official workday of the week. Typically, these are the days between and including Monday to Friday excluding official Arizona State holidays as defined by DCSS Locations, Exhibit A. Observed State holidays may be found at this site:
http://www.hr.az.gov/additionalpages/ad_state_holidays.asp
- 3.4. **Business Hours:** 8:00 a.m. to 5:00 p.m. All hours are Arizona Mountain Standard Time (MST)
- 3.5. **Certified Public Expenditure Statement (CPES):** A form to certify any public expenditure spent.
- 3.6. **Child Support IV-D case:** A case in which a state provides child support services as directed by the state or tribal child support program that is authorized by title iv-d of the social security act.
- 3.7. **Non-IV-D case:** A child support order that is not being enforced by the State/local child support enforcement (IV-D) agency.
- 3.8. **National Automated Clearing House Association (NACHA):** The association that establishes the standards, rules, and procedures that enable financial institutions to exchange payments on a national basis. The Electronic Funds Transfer and the child support Electronic Data Interchange formats are established by NACHA. NACHA also establishes rules and procedures that govern use of the stored value cards
- 3.9. **Support orders:** include both child support and spousal maintenance orders. Support means the provision of maintenance or subsistence and includes medical insurance coverage, or chase medical support, and uncovered medical costs for the child, arrearages, interest on arrearages, past support, interest on past support and reimbursement for expended public assistance. In a title IV-D, support includes spousal maintenance that is included in the same order that directs child support.

4.0 SERVICE DESCRIPTION

- 4.1. The Clerk engages in court-related records management and financial services to support the court in the administration and processing for support-related proceedings in Superior Court. This includes the management of Non IV-D support cases in ATLAS.

5.0 RESPONSIBILITIES

ADES and the Clerk agree as follows:

The Clerk shall:

- 5.1. **GENERAL REQUIREMENTS**
 - 5.1.1. Forward all support payments, including purge payments, to the Arizona Child Support Payment Clearinghouse for posting within two (2) business days of receipt.
 - 5.1.2. Ensure that County issued checks with multiple obligor payments are accompanied by a document containing information necessary to post the payments accurately. The documented information shall include at a minimum:
 - A. Obligor name,
 - B. ATLAS case number, or court order number,
 - C. Amount paid,
 - D. Date payment received, and
 - E. Information on whether it is for a IV-D or Non-IV-D case.
 - 5.1.3. Review, take action and initiate suspense requests to the State Disbursement Unit within ten (10) days for final approval.
 - 5.1.4. Perform due diligence to resolve the status of voided and expired disbursements.

- 5.1.5. Adhere to United State Department of Health and Human Services and the Office of Child Support Enforcement federal guidelines in the handling of collections held in suspense and undisbursed.
 - 5.1.6. Be responsible for activating the court action pending receipt ("R") narrative on ATLAS for all Non-IV-D court orders or filings requiring monies to be held based on a court order or a minute entry.
 - 5.1.7. Be responsible for the removal of the "R" narrative in Non- IV-D cases upon resolution of the court action as follows:
 - A. Seventy-five percent (75%) within two (2) business days of the resolution; and,
 - B. Ninety-five percent (95%) within five (5) business days of the resolution.
 - 5.1.8. Be responsible for all payments misapplied due to the action or inaction of the Clerk and shall be the amount equal to any ADES' loss. Prior to making a claim for reimbursement to the Clerk, ADES will issue a letter to the Custodial Parent that received the erroneous payment. If the Custodial Parent does not return the misapplied payment in full or make satisfactory payment arrangements within thirty (30) calendar days, ADES will invoice the Clerk for the uncollected portion. The Clerk shall have thirty (30) calendar days to pay or to challenge the invoice by sending an email to DCSSPIE@azdes.gov. If ADES recovers any amounts from the Custodial Parent after the Clerk has paid the invoice, ADES will refund the money to the Clerk.
 - 5.1.9. Ensure all debts for all Non-IV-D cases have accurate and defensible balances. The Clerk shall:
 - A. Make any changes to the debts screens in ATLAS for Non IV-D cases. Debts screens include DELN, DEDN, SUOD and SUOL.
 - B. Make any debt adjustments or payment adjustments in ATLAS for IV-D cases. Debt and payment adjustment ATLAS screens include DARN, DEHA, DEDR, RNRE, SURE, SUPR and PAAR.
 - 5.1.10. Perform all duties assigned pursuant to A.R.S. § 25-510 for Non IV-D cases including:
 - A. Load all new support orders in ATLAS
 - B. Modify order amounts in ATLAS
 - C. Respond to payment inquiries
 - D. Research payment related issues
 - E. Release payments pursuant to orders of the court
 - 5.1.11. Update and maintain demographic and new employer information for the parties in ATLAS pursuant to A.R.S. § 25-510(C).
 - 5.1.12. Accept child support payments at each courthouse facility. The Clerk may limit payment types (e.g. cash or money orders), but must provide to the payor a reasonable method for making payments.
 - 5.1.13. Accept checks made payable to the Arizona Child Support Payment Clearinghouse and forward the checks to Clearinghouse for processing.
 - 5.1.14. Complete ADES required forms and ATLAS security training before being assigned "log on" identifiers for ATLAS. This applies to all Clerk staff assigned to IV-D Child Support:
 - A. J-125, Request for Terminal Access,
 - B. J-129, Affirmation Statement,
 - C. CS-169, Conflict of Interest/Confidentiality Statement,
 - D. State of Arizona Access Agreement Form.
 - 5.1.15. Request the above electronic forms from ADES, complete the forms, and send electronically to ISAADMIN@AZDES.GOV
 - 5.1.16. Work all ATLAS suspense codes for the county's Non IV-D cases daily.
 - 5.1.17. Provide to the attorneys representing ADES and the IV-D program access to the court's wireless network or alternatively the hardwire network on such basis as to allow the attorneys and their staff the ability to operate computer equipment while physically present at the court with access to the internet and any public facing court systems. Nothing in this provision is intended to permit IV-D legal staff access to internal or confidential court systems or the court intranet that would not otherwise be available to them.
- 5.2. **OTHER REQUIREMENTS**
The Clerk shall:
- 5.2.1. Establish a system to monitor cases that require that an order be presented to the court for entry by default if the party is served and fails to request a hearing. These actions shall include:
 - A. A petition to establish child support pursuant to A.R.S. § 25-502(J),
 - B. A petition for judgment on support arrears pursuant to A.R.S. § 25-503(N),
 - C. A petition to modify support pursuant to simplified procedure under the Arizona Child Support Guidelines,
 - D. A request to adjust or terminate an order of assignment pursuant to A.R.S. § 25-504(M), and
 - E. A motion to transfer pursuant to A.R.S. § 25-502(C).

- 5.2.2. Update its tracking system within two (2) business days of receipt of an Affidavit of Service. If no response or request for hearing is received within the time period specified by law, promptly forward the proposed Order to the court for resolution.
 - 5.2.3. Notify the Office of the Attorney General, Office of the County Attorney, and the assigned judicial officer, if appropriate, within two (2) business days of receipt of a Request for Hearing received on an action listed in subsection 5.2.1 above.
 - 5.2.4. Notify the Office of the Attorney General or Office of the County Attorney and the parties within 2 business days of any notice of intent to involuntarily dismiss a case for lack of service.
 - 5.2.5. Provide the Office of the Attorney General or the Office of an Arizona County Attorney operating a IV-D program with electronic remote access to those records pursuant to Rules of the Supreme Court 123(g) for all IV-D case records if the Clerk maintains its court records electronically pursuant to the Rules of the Supreme Court 94(g).
 - 5.2.6. Minute entries shall:
 - A. Include ATLAS numbers, if one has been assigned;
 - B. Be delivered electronically; and
 - C. In IV-D cases, endorse the Office of the Attorney General or the Office of the County Attorney, not the individual attorney.
 - 5.2.7. In both IV-D and Non-IV D cases, in accordance with A.R.S. § 25-504(E), mail or fax all Income Withholding Orders signed by the Court upon entry of a new or modified child support order or an Order to Stop Income Withholding within two (2) business days unless the document must be returned to the Judicial Officer for clarification.
 - 5.2.8. Income Withholding Orders containing the Social Security Number of the Obligor shall not be transmitted by electronic mail in accordance to A.R.S. § 44-1373(A)(3), unless transmitted using a secure connection or encryption.
 - 5.2.9. Make all appropriate ATLAS entries reflecting entry of support orders, orders of assignment or income withholding orders within two business days. Guidelines for what constitutes appropriate entries can be found in Exhibit A, which is attached hereto and incorporated herein by reference.
 - 5.2.10. Shall not close any Non IV-D case until all Clearinghouse fees have been paid in full, unless there is an explicit court order waiving the fees. ADES may invoice the Court for loss of fees collected due to case closure prior to fees being paid in full.
 - 5.2.11. Provide information regarding the dates and case numbers of adoptions and termination of parental rights as requested by ADES, County Attorneys or the Attorney General's Office so support orders may be stopped or modified.
- 5.3. **CUSTOMER SERVICE**
The Clerk shall:
- 5.3.1. Respond to ADES' inquiries concerning support cases within two (2) business days.
 - 5.3.2. Provide customer service for Non IV-D cases and access during regular business hours of 8:00 A.M. to 5:00 P.M., Monday through Friday, excluding holidays. Customer Service includes answering telephone calls, serving walk-in customers, and returning telephone calls within one business day. The Clerk is solely responsible for customer service inquiries on its county caseload. These inquiries include questions regarding payments and distribution, debt balances, debt adjustments, and case status.
 - 5.3.3. Shall not direct customer telephone calls regarding Non- IV-D inquiries to ADES' staff. Clerk staff shall, within two (2) business days, email the appropriate ADES email address with a request for information.
 - 5.3.4. Send email addresses for these inquiries to Clerk staff upon the execution of this Agreement.
 - 5.3.5. Provide to ADES names of Non- IV-D customer service representatives to whom inquiries and complaints can be directed for investigation and response to ADES upon execution of this Agreement.
 - 5.3.6. Upon request by ADES, its agent the Office of the Attorney General operating a IV-D program, the Clerk shall provide, free of charge, copies of case records [as defined by Rules of the Supreme Court 123(b)(16)(B)], Records shall be delivered or made accessible by mail, facsimile, or an electronically scanned format, to the requesting party within five (5) calendar days of the request.
 - 5.3.7. Provide certified copies of court documents to ADES within fifteen (15) calendar days of the request at no charge when required. Copies requested by parties shall be provided in the same timely manner but the Court may charge for copies as permitted by law.
 - 5.3.8. Update ATLAS upon receipt of new information by close of business daily, Changes include, but are not limited to, names, addresses of the parties, telephone numbers, placement of the domestic violence indicator (NDI),

job information, sources of income, and Social Security numbers. The Clerk shall add alert codes to the Case Activity List (CAAL) in ATLAS, upon processing all orders in IV-D and Non-IV cases.

- 5.3.9. Requests to open cases in which a Notice of Change in Status is received shall be processed within three (3) business days of receipt of the request.
- 5.3.10. Notify employers in writing, within five (5) business days, of the change in the case number. When the status of the case is changed from IV-D to Non IV-D. This is to ensure proper payment credit on an Income Withholding Order.
- 5.3.11. Review Family and Domestic Violence / Non-Disclosure Indicator (NDI) exception reports for the County, including Superior Court and the limited jurisdiction courts.
- 5.3.12. Review these cases within three (3) business days of receipt of the report.
- 5.3.13. When a party other than the State files documents with the Court in a IV-D case, the Clerk shall provide copies to the IV-D program of the new filings within five (5) business days.
- 5.3.14. Submit a Cost Allocation Plan for the state fiscal year, and a Budget that includes incentive plan, job descriptions, projected Clerk expenditures for child support activities for review and approval. Thereafter, the Cost Allocation Plan and Budget shall be submitted, no later than, July 31st annually.
- 5.3.15. Submit updated Budget, within five (5) business days for review and approval, upon the Clerk's determination that the Clerk is going to exceed ADES approved budget amount
- 5.4. Isolate incentive payments received from other funding and dedicate the use of such payments solely for the enhancement of the Clerk's IV-D program. Expenditure of incentive payments must follow the requirements of Section 7309 of the Deficit Reduction Act of 2005.
- 5.5. Shall pay ADES in an amount equal to the amount of the disallowance, if ADES conducts a financial audit and disallows expenses reimbursed under this agreement.
- 5.6. Shall pay ADES an amount equal to any disallowance of expenses within 30 calendar days, if the Federal Office of Child Support Enforcement conducts a financial audit and disallows the Clerk expenses already reimbursed by ADES.

ADES will:

5.7. GENERAL REQUIREMENTS

Respond to email inquiries within two (2) business days

- 5.7.1. Be responsible for the removal of the "R" narrative on IV-D cases.
- 5.7.2. Reimburse the Clerk for costs incurred in the delivery of contract services during the term of this Agreement.
- 5.7.3. Under this Agreement, the reimbursement rate shall be at the applicable amount established by the federal government in accordance with 42 U.S. Code, Section 655(a)(2).
- 5.7.4. Review and approve incentives based upon the methodology set forth in ADES' current incentive policy that is incorporated by reference into this Agreement.
 - A. The incentive system for State child support programs measure State performance in five (5) areas:
 1. Establishment of paternities;
 2. Establishment of child support orders;
 3. Collections on current child support due;
 4. Collection on past child support due (arrear); and
 5. Cost effectiveness.
 6. Pay to the Clerk, as required by law, a proportionate share of incentives.
 7. All planned incentive expenditures shall be reviewed and must be approved by ADES.

5.8. TRAINING:

ADES will:

- 5.8.1. Provide ATLAS training to the Clerk of the Court staff sufficient for the staff to comply with their duties under this agreement. Within thirty (30) calendar days of contract award, the Clerk shall designate two (2) Subject Matter Experts (SME) to be trained by ADES. Thereafter it shall be the responsibility of the SME in the Clerk of the Court Office to train new personnel, as necessary, to become a SME.
- 5.8.2. Other training may be identified and the price(s) shall be mutually agreed upon by the parties.
- 5.8.3. Provide one-time instruction to the designated employees from the Clerk at no charge. All training shall be conducted in the Phoenix metro area. For Clerk staff who must travel, costs will be reimbursed by submitting a claim on the Certified Public Expenditure Statement (CPES) for travel, lodging, and per diem, if necessary. Reimbursement shall be in accordance with the State of Arizona Accounting Manual.

6.0 COMPENSATION FOR SERVICE

- 6.1. Actual, allowable expenditures shall be determined in accordance with provisions of this agreement, and CFR Title 45, Subtitle B, Chapter III, Part 309.
- 6.2. The services set forth in this Agreement may be reimbursed only for matters brought in IV-D cases, and on behalf of a judicial officer who is not a judge of the court. Clerical, secretarial, court reporter staffing and court interpreters shall be allowable expenses for a judicial officer or referee. This may include clerical time for the completion of minute entries mandated by court rule.
- 6.3. Under this agreement, the reimbursement rate shall be at the applicable amount established by the federal government in accordance with 42 U.S. Code, Section 655(a)(2).

7.0 REPORTING REQUIREMENTS

- 7.1. Provide to ADES the following reports referencing the contract number:
- 7.2. Submit a report of all IV-D and Non IV-D cases heard by the assigned judicial officer during the reporting month by docket number or ATLAS case number to be sent with the monthly claim.
- 7.3. Provide a case closure report including amount of balance due and the reason for closure.
- 7.4. Submit monthly court calendars by the 5th business day of the month, with CPES and IV-D Compensation Form, Exhibit A with supporting expense documentation.
- 7.5. Submit quarterly Sub Recipient Incentive Report, Exhibit B by the 5th business day of the quarter end.
- 7.6. The Clerk shall submit all reports electronically to:
Arizona Department of Economic Security
Division of Child Support Services
Via email to: DCSSIGAClaims@azdes.gov
- 7.7. Other reports may be required by ADES through the Contract term.

8.0 PAYMENT REQUIREMENTS

- 8.1. The Clerk shall submit monthly a CPES and IV-D Compensation Form, Exhibit A, for costs incurred in the delivery of Contracted Services.
- 8.2. The Clerk shall submit supporting expense documents each month with the CPES to support the expenses each month.
- 8.3. CPES and IV-D Compensation Form shall be submitted no later than the 15th day after the end of the previous month in which services were provided and sent electronically to:
Arizona Department of Economic Security
Division of Child Support Services
Via email to: DCSSIGAClaims@azdes.gov
- 8.4. Per Federal Register at 65 FR 82178, ADES, Federal auditors, central and regional office shall have the right to monitor the Clerk's compliance with reinvestment requirement. Non-compliance could result in disallowances of incentive amounts equal to the amount of funds supplanted, including closed cases with State owned monies. Per Federal Register 65 FR 821678, non-compliance could result in disallowances of incentive amount equal to the amount of funds supplanted, including closed cases with state owed monies.
- 8.5. Payments shall be paid via ACH by using the ACH process. Instructions and downloadable forms are found at <https://gao.az.gov/sites/default/files/GAO-618%20ACH%20Vendor%20Authorization%20030215-S%26S.pdf>

9.0 NOTICES

- 9.1. All notices to the Clerk regarding this agreement shall be sent to the following address
Clerk of the Superior Court of Cochise County
ATTN: Ms. Mary Ellen Dunlap, Clerk of the Court
100 Quality Hill Road
Bisbee, AZ 85603
- 9.2. All notices to ADES regarding this agreement shall be sent electronically to:
Arizona Department of Economic Security
Division of Child Support Services
Via email to: DCSSIGAClaims@azdes.gov

10.0 EXTENSION

10.1. This Agreement may be extended through a written amendment by mutual Agreement of the parties, but in no event for a total period that exceeds ten (10) years.

11.0 TERMINATION

11.1. This agreement may be terminated by mutual agreement of the parties at any time during the term of this agreement.

11.2. Each party shall have the right to terminate this agreement by hand-delivering to the other party written notice of termination at least thirty (30) days prior to the effective date of said termination.

12.0 AMENDMENTS

12.1. This Agreement may be amended at any time by mutual written agreement. No agent, employee or other representative of either Party is empowered to alter any of the terms of the Agreement, unless amended in writing and signed by the authorized representative of the respective Parties.

12.2. Either party shall give written notice to the other party of any non-material alteration that affects the provisions of this Agreement. Non-material alterations that do not require a written amendment are as follows:

12.3. Change of telephone number;

12.4. Change in authorized signatory; and/or

12.5. Change in the name and/or address of the person to whom notices are to be sent.

13.0 MANNER OF FINANCING

13.1. These services are financed by an annual grant from the Department of Health and Human Services, Administration for Children and Families.

14.0 DISPOSITION OF PROPERTY

14.1. If the Clerk is authorized to purchase equipment, it is to be itemized in the contract for utilization in the delivery of contract services. If equipment is purchased as authorized by this contract, the Clerk shall maintain complete and up-to-date inventory records for all Equipment purchased hereunder. Equipment specifically designated within this contract, to be purchased in whole or part with ADES funds, shall be reported in accordance with Department inventory policies and procedures.

14.2. ADES shall retain an equitable interest equal to the purchase price paid, or fair estimate or appraisal of current market value, whichever is greater, in all Equipment purchased under this contract. ADES shall be included as a co-insured on any insurance policy that covers Equipment purchased under this contract.

14.3. The Clerk shall not dispose of any Equipment purchased under this contract without the prior written consent of ADES during and after the contract term. Such consent, if given, may include direction as to the means of disposition and the utilization of proceeds, including any necessary adjustments to the contract.

14.4. Upon termination of this contract, any Equipment purchased under this contract shall be disposed of as directed by ADES and, if sold, ADES shall be compensated in the amount of its equitable interest.

14.5. Under a fixed price contract, Section 13.1 through 13.4 do not apply unless specifically required by federal or state law.

15.0 APPLICABLE LAW

15.1. This Agreement shall be governed and interpreted by the laws of the State of Arizona. The materials and services supplied under this Agreement shall comply with all applicable Federal, State and local laws, and each Party shall maintain all applicable licenses and permit requirements.

16.0 ARBITRATION

16.1. The Parties to this Agreement agree to resolve all disputes arising out of or relating to this Agreement through arbitration, after exhausting applicable administrative review, to the extent required by A.R.S. §§ 12-1518(B) and 12-133, except as may be required by other applicable statutes.

17.0 AUDIT

17.1. In accordance with A.R.S. § 35-214, each Party shall retain and shall contractually require each subcontractor to retain all data, books and other records ("records") relating to this Agreement for a period of five (5) years after the completion of the Agreement except if subject to Health Insurance Portability & Accountability Act which is six (6) years from the date of final payment. All records maintained by a Party shall be subject to inspection and audit by the State at reasonable times. Upon request of a Party, the other Party shall produce the original of any or all such records.

18.0 CONFLICT OF INTEREST

18.1. In accordance with A.R.S. § 38-511, the State may within three years after execution terminate the Agreement, without penalty or further obligation, if any person significantly involved in initiating, negotiating, securing, drafting or creating the Agreement on behalf of either party, at any time while the Agreement is in effect, becomes an employee or agent of any other party to the Agreement in any capacity or a consultant to any other party to the Agreement with respect to the matter of the Agreement.

19.0 E-VERIFY

19.1. In accordance with A.R.S. § 41-4401, each Party warrants compliance with all Federal immigration laws and regulations relating to employees and warrants its compliance with A.R.S. § 23-214, Subsection A.

20.0 INDEMNIFICATION:

Each party (as "Indemnitor") agrees to defend, indemnify, and hold harmless the other party (as "Indemnitee") from and against any and all claims, losses, liability, costs, or expenses (including reasonable attorney's fees) (hereinafter collectively referred to as "Claims") arising out of bodily injury of any person (including death) or property damage, but only to the extent that such Claims which result in vicarious/derivative liability to the Indemnitee are caused by the act, omission, negligence, misconduct, or other fault of the Indemnitor, its officers, officials, agents, employees, or volunteers. The State of Arizona, Department of Economic Security is self-insured per A.R.S. 41-621.

In addition, should Cochise Clerk of Court utilize a contractor(s) and subcontractor(s) the indemnification clause between Cochise County Clerk of Court and its contractor(s) and subcontractor(s) shall include the following:

To the fullest extent permitted by law, Contractor shall defend, indemnify, and hold harmless the Cochise County Clerk of Court and the State of Arizona, and any jurisdiction or agency issuing any permits for any work arising out of this Agreement, and its departments, agencies, boards, commissions, universities, officers, officials, agents, and employees (hereinafter referred to as "Indemnitee") from and against any and all claims, actions, liabilities, damages, losses, or expenses (including court costs, attorneys' fees, and costs of claim processing, investigation and litigation) (hereinafter referred to as "Claims") for bodily injury or personal injury (including death), or loss or damage to tangible or intangible property caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of the contractor or any of the directors, officers, agents, or employees or subcontractors of such contractor. This indemnity includes any claim or amount arising out of or recovered under the Workers' Compensation Law or arising out of the failure of such contractor to conform to any federal, state or local law, statute, ordinance, rule, regulation or court decree. It is the specific intention of the parties that the Indemnitee shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of the Indemnitee, be indemnified by such contractor from and against any and all claims. It is agreed that such contractor will be responsible for primary loss investigation, defense and judgment costs where this indemnification is applicable. Additionally on all applicable insurance policies, contractor and its subcontractors shall name the State of Arizona, and its departments, agencies, boards, commissions, universities, officers, officials, agents, and employees as an additional insured and also include a waiver of subrogation in favor of the State.

20.1. INSURANCE REQUIREMENTS FOR GOVERNMENTAL PARTIES TO AN IGA

- None

20.2. INSURANCE REQUIREMENTS FOR ANY CONTRACTORS USED BY A PARTY TO THE INTERGOVERNMENTAL AGREEMENT

(Note: this applies only to Contractors used by a governmental entity, not to the governmental entity itself.) The insurance requirements herein are minimum requirements and in no way limit the indemnity covenants contained in the Intergovernmental Agreement. The State of Arizona in no way warrants that the minimum limits contained herein are sufficient to protect the governmental entity or Contractor from liabilities that might arise out of the performance of the work under this Contract by the Contractor, his agents, representatives, employees or subcontractors, and Contractor and the governmental entity are free to purchase additional insurance.

20.3. MINIMUM SCOPE AND LIMITS OF INSURANCE

Contractor shall provide coverage with limits of liability not less than those stated below.

20.3.1. Commercial General Liability – Occurrence Form

Policy shall include bodily injury, property damage, and broad form contractual liability coverage.

- General Aggregate \$2,000,000
- Products Completed Operations Aggregate \$1,000,000
- Personal and Advertising Injury \$1,000,000
- Damage to Rented Premises \$ 50,000
- Each Occurrence \$1,000,000

- i.) The policy shall be endorsed, as required by this written agreement, to include the State of Arizona, and its departments, agencies, boards, commissions, universities, officers, officials, agents, and employees as additional insureds with respect to liability arising out of the activities performed by or on behalf of the Contractor.
- ii.) Policy shall contain a waiver of subrogation endorsement, as required by this written agreement, in favor of the State of Arizona, and its departments, agencies, boards, commissions, universities, officers, officials, agents, and employees for losses arising from work performed by or on behalf of the Contractor.
(Note that the other governmental entity(ies) is/are also required to be additional insured(s) and they should supply the Contractor with their own list of persons to be insured.)

20.3.2. Business Automobile Liability

Bodily Injury and Property Damage for any owned, hired, and/or non-owned automobiles used in the performance of this Contract.

- Combined Single Limit (CSL) \$1,000,000

- i.) Policy shall be endorsed, as required by this written agreement, to include the State of Arizona, and its departments, agencies, boards, commissions, universities, officers, officials, agents, and employees as additional insureds with respect to liability arising out of the activities performed by, or on behalf of, the Contractor involving automobiles owned, hired and/or non-owned by the Contractor.
- ii.) Policy shall contain a waiver of subrogation endorsement as required by this written agreement in favor of the State of Arizona, and its departments, agencies, boards, commissions, universities, officers, officials, agents, and employees for losses arising from work performed by or on behalf of the Contractor.
(Note that the other governmental entity(ies) is/are also required to be additional insured(s) and they should supply the Contractor with their own list of persons to be insured.)

20.3.3. Workers' Compensation and Employers' Liability

Workers' Compensation Statutory
Employers' Liability

- Each Accident \$1,000,000
- Disease – Each Employee \$1,000,000
- Disease – Policy Limit \$1,000,000

- i.) Policy shall contain a waiver of subrogation endorsement, as required by this written agreement, in favor of the State of Arizona, and its departments, agencies, boards, commissions, universities, officers, officials, agents, and employees for losses arising from work performed by or on behalf of the Contractor.
- ii.) This requirement shall not apply to each Contractor or subcontractor that is exempt under A.R.S. § 23-901, and when such Contractor or subcontractor executes the appropriate waiver form (Sole Proprietor or Independent Contractor).

20.4. ADDITIONAL INSURANCE REQUIREMENTS

The policies shall include, or be endorsed to include, as required by this written agreement, the following provisions:

- 20.4.1. The Contractor's policies, as applicable, shall stipulate that the insurance afforded the Contractor shall be primary and that any insurance carried by the Department, its agents, officials, employees or the State of Arizona shall be excess and not contributory insurance, as provided by A.R.S. § 41-621 (E).
- 20.4.2. Insurance provided by the Contractor shall not limit the Contractor's liability assumed under the indemnification provisions of this Contract.

20.5. NOTICE OF CANCELLATION

Applicable to all insurance policies required within the Insurance Requirements of this Contract, Contractor's insurance shall not be permitted to expire, be suspended, be canceled, or be materially changed for any reason without thirty (30) days prior written notice to the State of Arizona. Within two (2) business days of receipt, Contractor must provide notice to the State of Arizona if they receive notice of a policy that has been or will be suspended, canceled, materially changed for any reason, has expired, or will be expiring. Such notice shall be sent directly to the Department and shall be mailed, emailed, hand delivered or sent by facsimile transmission to (State Representative's Name, Address & Fax Number).

20.6. ACCEPTABILITY OF INSURERS

Contractor's insurance shall be placed with companies licensed in the State of Arizona or hold approved non-admitted status on the Arizona Department of Insurance List of Qualified Unauthorized Insurers. Insurers shall have an "A.M. Best" rating of not less than A- VII. The State of Arizona in no way warrants that the above-required minimum insurer rating is sufficient to protect the Contractor from potential insurer insolvency.

20.7. VERIFICATION OF COVERAGE

Contractor shall furnish the State of Arizona with certificates of insurance (valid ACORD form or equivalent approved by the State of Arizona) evidencing that Contractor has the insurance as required by this Contract. An authorized representative of the insurer shall sign the certificates.

20.7.1. All such certificates of insurance and policy endorsements must be received by the State before work commences. The State's receipt of any certificates of insurance or policy endorsements that do not comply with this written agreement shall not waive or otherwise affect the requirements of this agreement.

20.7.2. Each insurance policy required by this Contract must be in effect at, or prior to, commencement of work under this Contract. Failure to maintain the insurance policies as required by this Contract, or to provide evidence of renewal, is a material breach of contract.

20.7.3. All certificates required by this Contract shall be sent directly to the Department. The State of Arizona project/contract number and project description shall be noted on the certificate of insurance. The State of Arizona reserves the right to require complete copies of all insurance policies required by this Contract at any time.

20.8. SUBCONTRACTORS

Contractor's certificate(s) shall include all subcontractors as insureds under its policies or Contractor shall be responsible for ensuring and/or verifying that all subcontractors have valid and collectable insurance as evidenced by the certificates of insurance and endorsements for each subcontractor. All coverages for subcontractors shall be subject to the minimum Insurance Requirements identified above. The Department reserves the right to require, at any time throughout the life of the Contract, proof from the Contractor that its subcontractors have the required coverage.

20.9. APPROVAL AND MODIFICATIONS

The Contracting Agency, in consultation with State Risk, reserves the right to review or make modifications to the insurance limits, required coverages, or endorsements throughout the life of this contract, as deemed necessary. Such action will not require a formal Contract amendment, but may be made by administrative action.

20.10. EXCEPTIONS

In the event the Contractor or subcontractor(s) is/are a public entity, then the Insurance Requirements shall not apply. Such public entity shall provide a certificate of self-insurance. If the Contractor or subcontractor(s) is/are a State of Arizona agency, board, commission, or university, none of the above shall apply.

21.0 IT 508 COMPLIANCE

21.1. Unless specifically authorized in the Agreement, any electronic or information technology offered to the State of Arizona under this agreement shall comply with A.R.S. §§ 18-131 and 132 and Section 508 of the Rehabilitation Act of 1973, which requires that employees and members of the public shall have access to and use of information technology that is comparable to the access and use by employees and members of the public who are not individuals with disabilities.

22.0 NON-AVAILABILITY OF FUNDS

22.1. In accordance with A.R.S. § 35-154, every payment obligation of the State under the Agreement is conditioned upon the availability of funds appropriated or allocated for payment of such obligation. If funds are not allocated and available for the continuance of this Agreement, this Agreement may be terminated by the State at the end of the period for which funds are available. No liability shall accrue to the State in the event this provision is exercised, and the State shall not be obligated or liable for any future payments or for any damages as a result of termination under this paragraph.

23.0 NON-DISCRIMINATION

23.1. Each Party shall comply with State Executive Order No. 2009-09 and all other applicable Federal and State laws, rules and regulations, including the Americans with Disabilities Act.

23.2. Not apply to indirect or 'overhead' services, redundant back-up services or services that are incidental to the performance of the Agreement. This provision applies to work performed by subcontractor at all tiers.

24.0 THIRD- PARTY ANTITRUST VIOLATIONS

24.1. The Clerk assigns to ADES any claim for overcharges resulting from antitrust violations concerning materials or services supplied by third parties to the Clerk, toward fulfillment of this Agreement.

25.0 ATTACHMENTS

25.1. The following list of attachments constitutes an integral part of subject agreement:

25.2. Attachment 1- Certification Regarding Maintenance of Effort

25.3. Attachment 2 - Certification Regarding Lobbying

26.0 EXHIBITS

26.1. The following list of exhibits constitutes an integral part of subject agreement:

26.2. Exhibit A - Certified Public Expenditure Statement (CPES) CS-016-FF and IV-D Compensation Form

26.3. Exhibit B - Sub Recipient Incentive Report

26.4. Exhibit C - Sub Recipient Fact Sheet

27.0 CONFIDENTIALITY

27.1. Each Party shall observe and abide by all applicable State and federal statutes, rules and regulations regarding the use or disclosure of information including, but not limited to, information concerning applicants for and recipients of contract services. To the extent permitted by law, the Clerk shall release information to ADES and to the Attorney General's Office as required by the terms of this Agreement, by law or upon their request.

27.2. The Clerk shall comply with the requirements of Arizona Address Confidentiality Program, A.R.S. § 41-161 et. seq. ADES will advise the Clerk as to applicable policies and procedures ADES has adopted for such compliance.

28.0 DATA SHARING AGREEMENT

28.1. When determined by ADES that sharing of confidential data will occur with the Clerk, the Clerk shall complete ADES Data Sharing Request Agreement and submit the completed Agreement to ADES Program Designated Staff prior to any work commencing or data shared. A separate Data Sharing Request Agreement shall be required between the Clerk and each ADES Program sharing confidential data.

29.0 SAFEGUARDING OF TAX INFORMATION PER IRS PUBLICATION 1075

29.1. The judicial officer and ADES agree to comply with all federal statutory and regulatory provisions requiring that information be safeguarded and kept confidential. These statutes and regulations include, but are not limited to, 45 CFR § 309.80; 45 CFR §303.21 (Safeguarding Information); 45 CFR § 303.30 (Securing Medical Support Information); and the United States Internal Revenue Code (IRC) 6103.

30.0 PERFORMANCE

In performance of this contract, the Clerk and ADES agree to comply with and assume responsibility for compliance by his or her employees with the following requirements:

All work will be done under the supervision of the judicial officer, the Clerk officer's employees or the ADES or the ADES employees:

Any return or return information made available in any format shall be used only for the purpose of carrying out the provisions of this contract. Information contained in such material will be treated as confidential and will not

be divulged or made known in any manner to any person except as may be necessary in the performance of this contract. Disclosure to anyone other than an officer or employee of the Clerk and ADES will be prohibited. All returns and return information will be accounted for upon receipt and properly stored before, during, and after processing. In addition, all related output will be given the same level of protection as required for the source material.

The Clerk and ADES certify that the data processed during the performance of this contract will be completely purged from all data storage components of his or her computer facility, and no output will be retained by the Clerk and ADES at the time the work is completed. If immediate purging of all data storage components is not possible, the judicial officer and ADES certify that any IRS data remaining in any storage component will be safeguarded to prevent unauthorized disclosures.

Any spoilage or any intermediate hard copy printout that may result during the processing of IRS data will be given to the agency or his or her designee. When this is not possible, the judicial officer and ADES will be responsible for the destruction of the spoilage or any intermediate hard copy printouts, and will provide the agency or his or her designee with a statement containing the date of destruction, description of material destroyed, and the method used.

All computer systems processing, storing, or transmitting Federal tax information must meet the requirements defined 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 Federal tax information.

No work involving Federal tax information furnished under this contract will be subcontracted without prior written approval of the IRS.

The Clerk and ADES will maintain a list of employees authorized access. Such list will be provided to the agency and, upon request, to the IRS reviewing office.

31.0 CRIMINAL/CIVIL SANCTIONS:

Each officer or employee of any person to whom returns or return information is or may be disclosed will 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 5 years, or both, together with the costs of prosecution. Such person shall also notify each such officer and employee that any such unauthorized further disclosure of returns or return information may also result in an award of civil damages against the officer or employee in an amount not less than \$1,000 with respect to each instance of unauthorized disclosure. These penalties are prescribed by IRC sections 7213 and 7431 and set forth at 26 CFR 301.6103(n)-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 any return or return information made available in any format 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 the contract. Inspection by or disclosure to anyone without an official need to know 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. Such person shall also notify each such officer and employee that any such unauthorized inspection or disclosure of returns or return information may also result in an award of civil damages against the officer or employee [United States for Federal employees] in an amount equal to the sum of the greater of \$1,000 for each act of unauthorized inspection or disclosure with respect to which such defendant is found liable or the sum of the actual damages sustained by the plaintiff as a result of such unauthorized inspection or disclosure plus in the case of a willful inspection or disclosure which is the result of gross negligence, punitive damages, plus the costs of the action. These penalties are prescribed by IRC section 7213A and 7431.

Additionally, it is incumbent upon the judicial officer and ADES 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 the Courts by 5 U.S.C. 552a (m)(1), provides that any officer or employee of a the Court, 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 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. The agency will have the right to void the contract if either party fails to provide the safeguards described above.

32.0 INSPECTION

The IRS and the ADES shall have the right to send its officers and employees into the offices and plants of either party for inspection of the facilities and operations provided for the performance of any work under this contract. On the basis of such inspection, specific measures may be required in cases where either party is found to be noncompliant with contract safeguards.

33.0 SIGNATURES IN COUNTERPART

This agreement may be executed in any number of counterparts, each of which when executed and delivered shall constitute a duplicate original, but all counterparts together shall constitute a single agreement.

34.0 OFFSHORE PERFORMANCE OF WORK PROHIBITED

Due to security and identity protection concerns, direct services under this Agreement shall be performed within the borders of the United States. Any services that are described in the specifications or scope of work that directly serve the State of Arizona or its clients and may involve access to secure or sensitive data or personal client data or development or modification of software for the State shall be performed within the borders of the United States. Unless specifically stated otherwise in the specifications, this definition does not apply to indirect or 'overhead' services, redundant back-up services or services that are incidental to the performance of the Agreement. This provision applies to work performed by subcontractors at all tiers.

ATTACHMENT 1

CERTIFICATION REGARDING MAINTENANCE OF EFFORT

In accordance with the applicable program statute(s) and regulation(s), the undersigned certifies that financial assistance provided by the Administration for Children and Families, for the specified activities to be performed under the Grants for Judicial Services by

CLERK OF THE SUPERIOR COURT

IN COCHISE COUNTY

(Applicant Organization)

, will be in addition to, and not in

substitution for, comparable activities previously carried on without Federal assistance.

Donna Ford

Signature of Authorized Certifying Official

CHIEF ASSISTANT CLERK

Title

5-1-18

Date

EXHIBIT A

CERTIFIED PUBLIC EXPENDITURE STATEMENT OF (CPES) CS-016-FF

AND

IV-D COMPENSATION FORM

CS-016-FF (2-09)		ARIZONA DEPARTMENT OF ECONOMIC SECURITY Child Support Enforcement Contract Administration PO Box 40458 Phoenix, Arizona 85067		COUNTY
CERTIFIED PUBLIC EXPENDITURES STATEMENT				REPORTED MONTH
ACTUAL EXPENDITURE FOR				
<input type="checkbox"/> County Attorney		<input checked="" type="checkbox"/> Clerk of Superior Court		<input type="checkbox"/> Sheriff
Family Law Commissioner				
PERSON'S NAME PREPARING THIS REPORT		DATE	PHONE NO.	
1. Personal Services (Number of FTE)				
2. Employee-Related Expenses (ERE) (FICA, Unemployment Insurance, Worker's Compensation, Retirement, Health, Life & Accident Insurance)				
3. Professional and Outside Services (Specify)				
\$ -				
4. Travel				
A. Mileage Rate		Number of Miles	B. Perdiem and Other	\$ -
				\$ -
5. Space (Sum of 5A, %B, and 5C)				
A. Rent		B. Utilities \$	C. Use Allowance \$	\$ -
				\$ -
6. Equipment (Sum of 6A, 6B, and 6C)				
B. From CS-016-A, Line 5 \$		A. Maintenance/Repair, Non-ADP \$		\$ -
		C. From CS-016-B, line 6 \$		\$ -
7. Materials and Supplies (Sum of 7A, 7B, 7C, and 7D)				
A. Supplies \$ -		B. Postage \$ -	C. Printing \$0.00	D. Photocopying \$
				\$ -
8. Operating Expenses (Sum of 8A, 8B, 8C, 8D, and 8E)				
A. Telephone \$		D. Membership Dues \$		
B. Insurance/Bonding \$		Name:		
C. Other (Pager)		E. Subscriptions \$		
Office Supplies	Tools	Software	Misc	Leases
\$	\$	\$	Name \$	\$
-	-	-	-	-
\$	\$	\$	\$	\$
9. Indirect Costs (Enter the budgeted rate and the dollar amount of the base to which this rate is applied)				
Rate	%	Base:	\$	\$ -
				\$ -
10. Total Expenditures				
\$ -				
*11 Less Disallowance Per				
\$ -				
*12. ALLOWABLE EXPENDITURES(*11 AND 12 to be completed only by DCSE. If completed, line 12 is basis for line 14 below and for line 1 of the CS-105-D)				
13. TOTAL CREDITS (Sum of all fees collected)				
Other (Specify)				
Handling Fees \$	'1.		\$	-
	'2.		\$	-
Lab Fees \$	'3.		\$	-
14. NET EXPENDITURES (Allowable Expenditures minus Total Credits)				
\$ -				
15. Reimbursement Rate, According to Contract (Multiply)				
66.00%				
16. TOTAL REIMBURSEMENT AMOUNT DUE				
\$ -				
CERTIFICATION: I certify, under penalties of perjury, that this Certified Public Expenditures Statement 45 CFR 304.30 (a)(2)(ii) has been examined by me and, to the best of my knowledge and belief, it is a true, correct and valid claim against the State of Arizona, and payment has not been received.				
AUTHORIZED SIGNATURE			TITLE	DATE
ISSUE WARRANT PAYABLE TO				
MAILING ADDRESS (No., Street or PO Box No., City, State, ZIP)				

**EXHIBIT A
IV-D COMPENSATION FORM**

Name of Your Agency
Clerk of Court
Enter Month and Year

Job Title	Name	TOTAL COMPENSATION				IVD COMPENSATION				
		Hourly Rate	Available Hours	Monthly Salary	ERE	Total Compensation	IVD Hours	Monthly Salary	ERE	Total Compensation
COMMISSIONER										
COMMISSIONER STAFF										
ADMIN & FAMILY COURT STAFF										
TOTAL										

Total FTE's

**EXHIBIT B
SUB RECIPIENT INCENTIVE REPORT**

ARIZONA DEPARTMENT OF ECONOMIC SECURITY
Division of Child Support Services
1789 W Jefferson St, Phoenix, AZ 85007 MD 7217

SUB RECIPIENT INCENTIVE FORM

Sub Recipient (County) Name _____
 Sub Recipient DUNS Number _____
 Reporting Month _____
 Incentive Fund Account Number _____

The purpose of this report is to provide information regarding the use of each sub recipient's portion of their incentive dollars. Please provide only actual expenses that were paid with incentive dollars on this report. This excludes all IV-D dollars.

Please provide detailed explanation of what the expenditures in each section consist of under the total in the explanation box.

Beginning Balance as of QE	\$	-
-----------------------------------	----	---

Prior Quarter Incentive Award	\$	-
-------------------------------	----	---

Expenditure Amount

1. Personal Services	\$	-
----------------------	----	---

(Salaries, bonuses, stipends, education assistance)

Explanation Box:

2. Employee Related Services	\$	-
------------------------------	----	---

(Medical/Fringe benefits, Disability, etc.)

Explanation Box:

3. Professional and Outside Services	\$	-
--------------------------------------	----	---

(Contractors, Education/training from vendor, etc.)

Explanation Box:

4. Travel Expenses	\$	-
--------------------	----	---

(Mileage, Meals, Lodging, Airfare)

- a Mileage _____
- b Meals _____
- c Lodging _____
- d Airfare _____

Explanation Box:

**EXHIBIT B
SUB RECIPIENT INCENTIVE FORM**

5. Operating Expenses (Risk Management, Postage, Telecommunications, etc.)	\$	-
---	----	---

Explanation Box:

6. Occupancy (Space, rent, etc.)	\$	-
a. Square feet	\$	-
b. Rate	\$	-

Explanation Box:

Non-Capital Furniture (Furniture purchases under \$5,000)	\$	-
--	----	---

Explanation Box:

Capital Furniture (Furniture purchases above \$5,000)	\$	-
--	----	---

Explanation Box:

Indirect Administrative Costs (Cost allocated charges)	\$	-
---	----	---

Explanation Box:

Total Actual Expenditures for Reporting Period	\$	-
--	----	---

Ending Balance as of QE	\$	-
--------------------------------	----	---

CERTIFICATION: I certify, under penalties of perjury, that this Incentives Report State has been examined by me and, to the best of my knowledge and belief, it is a true, correct and valid claim against the State of Arizona.

Authorized Signature	Title	Date
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Administration for Children and Families (OCSE) References/Links:
Incentives Purpose:
<https://www.acf.hhs.gov/css/resource/child-support-incentive-funding>

EXHIBIT B
SUB RECIPIENT INCENTIVE FORM

Incentives background (Allowable/Non-Allowable expenses):

<https://www.acf.hhs.gov/css/resource/reinvestment-of-child-support-incentive> -

Equal Opportunity Employer/Program • Under Titles VI and VII of the Civil Rights Act of 1964 (Title VI & VII), and the Americans with Disabilities Act of 1990 (ADA), Section 504 of the Rehabilitation Act of 1973, the Age Discrimination Act of 1975, and Title II of the Genetic Information Nondiscrimination Act (GINA) of 2008; the Department prohibits discrimination in admissions, programs, services, activities, or employment based on race, color, religion, sex, national origin, age, disability, genetics and retaliation. To request this document in alternative format or for further information about this policy, contact your local office; TTY/TDD Services: 7-1-1. • Free language assistance for DES services is available upon request. Disponible en español en línea o en la oficina local.

**EXHIBIT C
SUB RECIPIENT FACT SHEET**

In accordance with OMB Circular A-133, Subpart D, §400(d), the following information is being provided to all sub recipients that receive federal awards passed through from the Department of Economic Security (Department).

Official/Legal Name of Sub recipient

Clerk of Court of Cochise County
(From the Contract)

Contract # _____

Federal Employer Taxpayer ID # 866000539-02

- Federal Grantor's Name Department of Health and Human Services
- CFDA Title and Number 93.563
- Award Name and Number Arizona Department of Economic Security
- Award Period May 1, 2018 and shall end on September 30, 2023
- Pass-through Number Assigned by the Department G1804AZ4004

(For example: **DES93.48599**, where DES identifies that these monies were passed through from the Department, 93.485 is the CFDA number, and 99 is the award year. OMB Circular A-133 requires that federal awards received by a sub recipient be identified on its Schedule of Expenditures of Federal Awards with the name of the pass-through entity and identifying number assigned by the pass-through entity.)

A copy of this Fact Sheet should be retained by the program and the sub recipient for audit purposes