



INTERGOVERNMENTAL AGREEMENT AMENDMENT

**ARIZONA DEPARTMENT OF
ECONOMIC SECURITY**
1789 W. Jefferson Street,
Mail Drop 1541,
Phoenix, Arizona 85007
(602) 364-0170

CONTRACTOR (Name and Address):	Services Description:	Clerk of Court Services
Cochise County Clerk of the Superior Court 100 Quality Hill Road Bisbee, AZ 85603	Agreement Number:	DI18-002171
	Amendment Number:	Three (3)

1. Pursuant to the Intergovernmental Agreement (IGA) Section 10.0 Extension, Subsection 10.1, the parties hereby agree to extend the term of the above-mentioned agreement from October 1, 2023, through April 30, 2028.

2. Pursuant to Section 12.0 Amendments, the parties agree to amend the above-mentioned agreement through Amendment Three (3) by revising the following sections to read as follows, with all revisions shown in **bold**:

- 2.1 Section 3.0, Definitions, Subsections 3.3, 3.10, and 3.11
- 2.2 Section 5.1, General Requirements, Subsections 5.1.5, 5.1.9; 5.1.13, 5.1.14, and 5.1.15
- 2.3 Section 5.2, Other Requirements, Subsections 5.2.10, 5.2.12, and 5.2.13;
- 2.4 Section 5.3, Customer Service, Subsections 5.3.14;
- 2.5 Section 5.7, General Requirements, Subsections 5.7.1 and 5.7.5;
- 2.6 Section 5.8, Training, Subsection 5.8.3;
- 2.7 Section 7.0 Reporting Requirements, Subsections 7.2 and 7.3,
- 2.8 Section 8.0 Payment Requirements, Subsections 8.1, 8.2; and 8.4
- 2.9 Section 9.0 Notices, Subsections 9.1 and 9.2;
- 2.10 Section 11.0, Termination, Subsection 11.1
- 2.11 Section 13.0 Manner of Financing, Subsection 13.1;
- 2.12 Section 23.0 Non-Discrimination, Subsection 23.1; and
- 2.13 Section 26.0 Exhibits;

3. Pursuant to Section 12.0 Amendments, Subsection 12.1, the parties agree to remove the following sections from the agreement:

- 3.1 Section 11.0, Termination, Subsection 11.2;
- 3.2 Section 14.0 Disposition of Property, Subsection 14.5;
- 3.3 Section 29.0 Safeguarding of Tax Information per IRS Publication 1075;
- 3.4 Section 30.0 Performance;
- 3.5 Section 31.0 Criminal/ Civil Sanctions;



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- 3.6 Section 32.0 Inspection; and
- 3.7 Section 34.0 Participation in Boycott of Israel

ALL AMENDMENTS ARE SHOWN BELOW IN BOLD

EXCEPT AS PROVIDED HEREIN, ALL TERMS AND CONDITIONS OF THE ORIGINAL CONTRACT SHALL REMAIN UNCHANGED AND IN FULL FORCE AND EFFECTS. THE AMENDMENT SHALL BECOME EFFECTIVE ON THE DATE OF LAST SIGNATURE UNLESS OTHERWISE SPECIFIED HEREIN. BY SIGNING THIS AMENDMENT ON BEHALF OF THE CONTRACTOR, THE SIGNATORY CERTIFIES HE/SHE HAS THE AUTHORITY TO BIND THE CONTRACTOR TO THIS CONTRACT.

Agency Name Arizona Department of Economic Security	Name of Contractor Cochise County Clerk of the Superior Court
Authorized Signature <i>David Steuber</i>	Authorized Signatory <u><i>Amy J. Hunley</i></u> <small>Amy J. Hunley (Sep 25, 2023 08:33 PDT)</small>
Type Name David Steuber	Type Name Amy J. Hunley
Title Chief Procurement Officer	Title Clerk of the Superior Court
Date Sep 26, 2023	Date Sep 25, 2023

IN ACCORDANCE WITH ARS §11-952 THIS CONTRACT AMENDMENT HAS BEEN REVIEWED BY THE UNDERSIGNED WHO HAVE DETERMINED THAT THIS CONTRACT AMENDMENT IS IN APPROPRIATE FORM AND WITHIN THE POWERS AND AUTHORITY GRANTED TO EACH RESPECTIVE PUBLIC BODY.

ARIZONA ATTORNEY GENERAL'S OFFICE ASSISTANT ATTORNEY GENERAL <u><i>Teresa Shreves</i></u> <small>Teresa Shreves (Sep 26, 2023 10:37 PDT)</small>	PUBLIC AGENCY LEGAL COUNSEL See Attachment
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1.0 ADES VISION AND MISSION STATEMENT

- 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 Location, Exhibit A. Observed State holidays may be found at this site: <https://hr.az.gov/holiday-and-payroll-calendars>
- 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 established 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 provisions 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.



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3.10 **Non-Sufficient Funds (NSF) Debts:** The debt incurred by when there are not enough funds to cover a payment.

3.11 **Pseudo Number:** A number that is automatically generated by ATLAS when a case is added, and a federal government issued social security number is not provided.

4.0 SERVICE DESCRIPTION

4.1 The Clerk engages in court-related records management and financial services to support the court in the administration of 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:

5.1 GENERAL REQUIREMENTS

The Clerk shall:

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 all 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 of 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 **Services** federal guidelines in the handling of collection 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.



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- 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:
- 5.1.7.1 Seventy-five percent (75%) within two (2) business days of the resolution; and,
 - 5.1.7.2 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:
- 5.1.9.1 Make any changes to the debts screens in ATLAS for Non IV-D cases **except for Non-Sufficient Funds (NSF) Debts**. Debts screens include DELN, DEDN, SUOD and SUOL.
 - 5.1.9.2 **Not** make any debt adjustments or payment adjustments in ATLAS for IV-D cases. Debt and payment adjustments in 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:
- 5.1.10.1 Load all new support orders in ATLAS;
 - 5.1.10.2 Modify order amounts in ATLAS;
 - 5.1.10.3 Respond to payment inquiries;
 - 5.1.10.4 Research payment related issues; and
 - 5.1.10.5 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 **per 5.1.1**.
- 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:**



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5.1.14.1 J-125, Request for Terminal Access,

5.1.14.2 CS-169, Conflict of Interest/Confidentiality Statement,

5.1.14.3 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.

5.1.15.1 Contact ISAADMIN@azdes.gov immediately when Clerk staff are terminated OR within two (2) business days when a staff's access account is no longer required.

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:

5.2.1.1 A petition to establish child support pursuant to A.R.S. § 25-502(J),

5.2.1.2 A petition for judgment on support arrears pursuant to A.R.S. § 25-503(N),

5.2.1.3 A petition to modify support pursuant to simplified procedure under the Arizona Child Support Guidelines,

5.2.1.4 A request to adjust or terminate an order of assignment pursuant to A.R.S. § 25-504(M),
and

5.2.1.5 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.



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- 5.2.4 Notify the Office of the Attorney General or Office of the County Attorney and the parties within two (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:
 - 5.2.6.1 Include ATLAS numbers, if one has been assigned;
 - 5.2.6.2 Be delivered electronically; and
 - 5.2.6.3 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, **NSF fees, and NSF debts** 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 and the Notice of Completed Adoption as required by the Rules of Procedure for the Juvenile Court, and as requested by ADES, County Attorneys or the Attorney General's Office so support orders may be stopped or modified.
 - 5.2.12 **Shall use federal government issued social security number for the purposes of identifying all clients.**
 - 5.2.13 **Shall use issued Pseudo Number for the purpose of identifying any client (non-Citizen) who does not have a social security number until a federal government issued social security number is provided.**
- 5.3 CUSTOMER SERVICE



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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.



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- 5.3.13 When a party other than the State files documents with the Court in an 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 (SFY), and a Budget that includes incentive plan, **indirect cost rates**, and 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.
- 5.3.14.1 If the Budget need revisions, an updated Budget shall be submitted within five (5) business days for review and approval.
- 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 thirty (30) calendar days, if the Federal Office of Child Support Enforcement conducts a financial audit and disallows the Clerk expenses already reimbursed by ADES.
- 5.7 GENERAL REQUIREMENTS

ADES will:

- 5.7.1 **Respond to email inquiries within three (3) business days except for State Disbursement Unit inquiries involving mailboxes dcsspro@azdes.gov, dcssrecovery@azdes.gov and dcsspie@azdes.gov which require a response within five (5) business days.**
- 5.7.2 Be responsible for the removal of the "R" narrative on IV-D cases.
- 5.7.3 Reimburse the Clerk for costs incurred in the delivery of contract services during the term of this Agreement.
- 5.7.4 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).
- 5.7.5 **Review and approve incentives based upon the methodology set forth in ADES' current incentive policy that is incorporated by reference into this Agreement.**
- 5.7.5.1 **The incentive system for State child support programs measures State performance in five (5) areas:**
- 5.7.5.1.1 **Establishment of paternities;**
 - 5.7.5.1.2 **Establishment of child support orders;**
 - 5.7.5.1.3 **Collections on current child support due;**



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5.7.5.1.4 Collection on past child support due (arrears); and

5.7.5.1.5 Cost effectiveness.

5.7.5.1.6 Pay to the Clerk, as required by law, a proportionate share of incentives.

5.8 TRAINING

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 **or virtually**. 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. Submit quarterly Sub Recipient Incentive Report, Exhibit B by the **15th** business day of the quarter end.

7.4. The Clerk shall submit all reports electronically to:

Arizona Department of Economic Security Division of Child Support Services
Via email to: DCSSContractsUnit@azdes.gov



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7.5. Other reports may be required by ADES through the Contract term.

8.0 PAYMENT REQUIREMENTS

8.1. The Clerk shall submit monthly a **Certified Public Expenditure Statement (CPES) in accordance with Standard Operating Procedure, Exhibit A.**

8.1.1 The Clerk shall include the following:

8.1.1.1 Exhibit A.1: Certified Public Expenditure Statement;

8.1.1.2 Exhibit A.2: Master Clerk of Court Expenditures;

8.1.1.3 Exhibit A.3: Total Compensation Summary; and

8.1.1.4 Exhibit A.4: County Reimbursement Itemized Lists.

8.2. CPES **supporting expense documents and required reports** shall be submitted no later than the 15th **business** 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: DCSSContractsUnit@azdes.gov

8.3. 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.

8.4. 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/2023-05/GAO-618.pdf>

9.0 NOTICES

9.1. All notices to the Clerk regarding this agreement shall be sent to the following:

Name: Amy Hunley
Email: AHunley@courts.az.gov

9.2. All notices to ADES regarding this agreement shall be sent electronically to:

Arizona Department of Economic Security
Division of Child Support Services
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10.0 EXTENSION



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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 **Each party shall have the right to terminate this agreement with notice of termination at least thirty (30) days prior to the effective date of termination and by written correspondence by the parties at the email addresses stated herein at Section 9.0, Notices, Subsections 9.2**

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. **For every State Fiscal Year (SFY), after Q2 reimbursements have been processed, there will be a mid-year budget refresh that will assess multiple factors that will help determine if any adjustments need to be made to any of the current SFY budgets. For this budget refresh process, there will be an email sent out with a mid-year report that will provide clear visibility on the initial budget approval, expenditures to date, and other caseload information that is being used to determine if/any changes to reach budget will occur as part of the SFY County Budget Refresh.**

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.



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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.

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(8) 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.



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In addition, should the County Clerk of Superior Court utilize a contractor(s) and subcontractor(s) the indemnification clause between the County Clerk of Superior 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 County Clerk of Superior 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 |



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- 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).



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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



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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

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, **2023-01**, **2023-09**, and all other applicable Federal and State laws, rules, and regulations, including the Americans with Disabilities Act.



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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

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

25.1. Attachment 1 - Certification Regarding Maintenance of Effort

25.2. Attachment 2 - Certification Regarding Lobbying

26.0 EXHIBITS

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

26.1. Exhibit A – Standard Operating Procedure

26.2. Exhibit A.1: Certified Public Expenditure Statement

26.3. Exhibit A.2: Master Clerk of Court Expenditure

26.4. Exhibit A.3: Total Compensation Summary

26.5. Exhibit A.4: County Reimbursement Itemized Lists

26.6. Exhibit B: Quarterly Sub Recipient Incentive Report, Version 1

26.7. Exhibit B.1: Example of Quarterly Sub Recipient Incentive Report, Version 1

26.8. Exhibit B.2: Instructions- Quarterly Sub Recipient Incentive Reporting Form, Version 1

26.9. 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.



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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 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.

30.0 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.



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EXHIBIT A

STANDARD OPERATING PROCEDURE FOR SUBMITTAL OF MONTHLY CERTIFIED PUBLIC EXPENDITURE STATEMENT (CPES)

Applies to Inter-Governmental Agreements: Clerk of the Court

Provided below is a step-by-step process for the courts to follow in preparing and submitting the monthly CPES:

1. Prepare the CPES (Exhibit A.1) and ensure:
 - a. Correct block is checked, i.e., COC and the month and date are correct.
 - b. Completely fill out (per individual court requirements) lines 1 through 9 which will automatically populate lines 10, 12, 14 and 16.
 - c. Math is correct.
 - d. Document is signed.
 - e. If the court does not have Expenditures for a given month, the CPES must be filled out with \$00.00 expenditures.
2. Fill out the individual court's MASTER COC Expenditures for FY24 Spreadsheet (Exhibit A.2) spreadsheet for each month.
 - a. If the court does not have Expenditures for a given month, the MASTER must be filled out with \$00.00 expenditures.
3. Fill out the TOTAL AND IV-D COMPENSATION Form (Exhibit A.3)
 - a. Include the court's internal financial salary backup information to validate the COMPENSATION Data
4. Complete the County Reimbursement Itemized List (Exhibit A.4) and submit supporting document for only the items requiring reimbursement for the month.
 - a. Include all support receipts.
5. Include any other specific court documents.
6. Combine all the above documents into one (1) PDF File in the following order:
 - a. Cover Letter (not required but if preferred by the court)
 - b. CPES (Exhibit A.1)
 - c. MASTER COC Expenditure for FY24 Spreadsheet (Exhibit A.2)
 - d. TOTAL AND IV-D COMPENSATION Form (Exhibit A.3)
 - e. Court's internal financial salary backup
 - f. County Reimbursement Itemized List (Exhibit A.4)
 - g. All supporting receipts
 - h. Any other specific court documents
7. Name the File:
 - a. COC/County Name/Month and Year
 - i. Example: COC Cochise July 2023
8. Email each monthly CPES submittal separately and with only one (1) complete PDF document to: DCSSContractsUnit@azdes.gov and do not copy any DCSS personnel.
9. State the email Subject as stated above at 7.a.i. Example: COC Cochise July 2023

NOTE: The monthly CPES' are to be submitted monthly so Exhibit A.2: MASTER Expenditures for FY24 Spreadsheet is up to date and accounted for each month.



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Exhibit A.1 – Certified Public Expenditure Statement

Attached Separately



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Exhibit A.2 – Master Clerk of Court Expenditures

Attached Separately



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Exhibit A.3 – Total Compensation Summary

Attached Separately



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Exhibit A.4 – County Reimbursement Itemized Lists

Attached Separately



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Exhibit B – Quarterly Sub- Recipient Incentive Report, Version1

Attached Separately



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Exhibit B.1 – Example of Quarterly Sub Recipient Incentive Report, Version 1

Attached Separately



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Exhibit B.2- Instructions - Quarterly Sub Recipient Incentive Reporting Form

Date Nersion: 05/17/2023 (v1)

Purpose - This is the instructions for the County Partners submission of the Quarterly Sub Recipient Incentive Reporting Form. The Quarterly Sub Recipient (County) Incentive Reporting Form provides information regarding the use of each sub recipients portion of their incentive dollars received from Division of Child Support Services (DCSS).

Exhibit B is to be submitted 60 business days after each Quarter End month.

Step	Process Step (list of the critical process steps)	Dialogue (clear and simple descriptions, appropriate level of detail for the task)
1	after each Reporting Quarter End (QE) month	This document is to be submitted 60 business days after each reporting quarter end. An example of Exhibit B Sub Recipient Incentive Form is attached to this SW for clarification assistance. DCSS Document number: CSE-1278A REV 5-2023
2	Complete top portion of document	<p>Date: County to enter the date completing this form</p> <p>Sub Recipient (County) Name: County Name</p> <p>Sub Recipient UEI (Unique Entity Identifier) #: The # assigned to your County (formerly known as DUNS#)</p> <p>Reporting QE Month: QE (Month & Year)</p> <p>Incentive Fund Account Number: County Finance Department number.</p> <p>Beginning Balance (Use last QE end balance): First line, enter the previous QE (Month & Year). Second line, enter the ending balance from the previous submitted QE (Month & Year) Sub Recipient Incentive Form.</p> <p>Quarter Incentive Award received for QE: First line, enter the reporting (Month & Year) the incentive award amount received from DCSS. Second line, enter the amount of the incentive award received from DCSS.</p> <p>NOTE: The dollar amounts entered will auto populate at the bottom of the document.</p>
3	Reporting QE month Expenditures for	If there are expenditures, enter the expenditure amount(s) for each budget category. In the box "Explanation for Budget Category 1 - 2 - 3", give detailed explanation of the expenditures.



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	budget categories 1. - 3.	
4	Reporting QE month Expenditures for budget category 4.	<p>If there are expenditures, enter the expenditure amount(s) for each budget category. Totals for A. - B. - C. - D. should match the total for budget category 4.</p> <p>A. Mileage B. Meals C. Lodging D. Airfare</p> <p>In the box "Explanation for Budget Category 4", give detailed explanation of the expenditures.</p>
5	Reporting QE month Expenditures for budget categories 5. - 8.	<p>If there are expenditures, enter the expenditure amount(s) for each budget category. In the box "Explanation for Budget Category 5 - 6 - 7 - 8", give detailed explanation of the expenditures.</p>
6	Reporting QE month Expenditures for budget category 9.	<p>If there are expenditures, enter the expenditure amount(s) for each budget category.</p>
7	Bottom of Document.	<p>Total Actual Expenditures for Reporting Period: Expenditure costs entered for the budget categories 1 - 9 will auto populate.</p> <p>Ending Balance as of this QE: First line, enter the Reporting QE (month & year). Second line will show the accumulated total. NOTE: This is the amount that will get entered on the next Reporting QE (month & year).</p> <p>Authorized Signature: County person completing the documents or authorized signer. Title: Signer's title Date: Date signed</p>
8	Submit	<p>Submit the completed & signed Quarterly Sub Recipient Incentive Form to DCSScontractsunit@azdes.gov</p>

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CHANGE LOG					
Change Number	Change Proposed	Updated by:	Change Made? Yes/No	Reason	Date Finalized
example	Change font on all pages to pink	Jane Doe	No	Pink not within approved standard font scheme	4.13.2018
1					
2					
3					
4					
5					
6					

COUNTY
REPORTED MONTH

CERTIFIED PUBLIC EXPENDITURES STATEMENT

ACTUAL EXPENDITURES FOR

Access & Visitation Clerk of Superior Court Sheriff Family Law Commissioner

NAME OF PERSON PREPARING THIS REPORT	DATE	PHONE NO.	EXPENDITURE
1. Personal Services (Number of FTE ___)			\$
2. Employee-Related Expenses (ERE) (FICA, Unemployment insurance, Workers' Compensation, Retirement, Health, Life and Accident insurance)			
3. Professional and Outside Services (Specify)			
4. Travel			\$
A. Mileage Rate	x Miles	B. Per Diem and Other \$a	
5. Space (Sum of 5A, 5B, and 5C)			\$
A. Rent	B. Utilities	C. Use Allowance	
6. Equipment, Maintenance/Repair, Non-ADP			\$
7. Materials and Supplies (Sum of 7A, 7B, 7C, and 7D)			\$
A. Supplies	B. Postage	C. Printing \$a	D. Photocopying \$
8. Operating Expenses (Sum of 8A, 8B, 8C, 8D, and 8E)			
A. Telephone		D. Membership Dues \$ Name:	
B. Insurance/Bonding		E. Subscriptions \$ Name	
C. Other (specify)			
\$	\$		\$
9. Indirect Costs (Enter the budgeted rate and the dollar amount of the base to which this rate is applied)			
Rate:	%	x Base:	\$
10. Total Expenditures			#VALUE!
*11. Less Disallowance per			\$
*12. ALLOWABLE EXPENDITURES (Lines *JJ AND 12 to be completed only by DCSS. if completed, line 12 is basis for line 14)			\$
13. TOTAL CREDITS (Sum of all fees collected)			
Handling Fees \$ Other (Specify)			
Lab Fees \$	1.	\$	
	2.	\$	
	3.	\$	\$
14. NET EXPENDITURES (Allowable Expenditures minus Total Credits)			
15. Reimbursement Rate, According to Contract (Multiply)			66 %
16. TOTAL REIMBURSEMENT AMOUNT DUE			\$

CERTIFICATION: I certify, under penalties of perjury, that this Certified Public Expenditures Statement per 45 CFR 304.30 (a)(2)(n) 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	BALANCE OF QTRLY INCENTIVE FUNDS	\$
MAILING ADDRESS (No., Street or P.O. Box No., City, State, ZIP Code)		

See reverse page for EOE/ADA/LEP/GINA disclosure

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. Ayuda gratuita con traducciones relacionadas con los servicios de] DES esta disponible a solicitud de] cliente

Arizona Superior Court in XXXX County

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

Payroll Period:

ARIZONA DEPARTMENT OF ECONOMIC SECURITY
 Division of Child Support Services
 1789 W Jefferson St, Phoenix, AZ 85007 MD 7213
QUARTERLY SUB RECIPIENT INCENTIVE FORM

Sub Recipient (County) Name _____
 Sub Recipient UEI (Unique Entity Identifier) # _____
 Reporting QE Month _____
 Incentive Fund Account Number _____

The purpose of this report is to provide information regarding the use of each sub recipients 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. If an expenditure is in question, submit an email to DCSS-Budget@azdes.gov with a detailed explanation of your expenditure for assistance.

\$

Beginning Balance as of last QE: _____
Quarter Incentive Award received for QE: _____

	<i>Expenditure Amount</i>
1. Personal Services	\$ -
<i>(Salaries, bonuses, stipends, education assistance)</i>	
2. Employee Related Services	\$ -
<i>(Medical/Fringe benefits, Disability, etc)</i>	
3. Professional and Outside Services	\$ -
<i>(Contractors, Education/training from vendor, etc)</i>	

Explanation for Budget Category 1 - 2 - 3:

4. Travel Expenses	\$ -
<i>(Mileage, Meals, Lodging, Airfare)</i>	
a. Mileage	
b. Meals	
c. Lodging	
d. Airfare	

Explanation for Budget Category 4:

5. Operating Expenses	\$ -
<i>(Risk Management, Postage, Telecommunications, etc)</i>	
6. Occupancy	\$ -
<i>(Space, rent, etc)</i>	
a. Square feet	\$ -
b. Rate	\$ -
7. Non-Capital Furniture	\$ -
<i>(Furniture purchases under \$5,000)</i>	
8. Capital Furniture	\$ -
<i>(Furniture purchases above \$5,000)</i>	

Explanation for Budget Category 5 - 6 - 7 - 8:

9. Indirect Administrative Costs	\$	-
(Cost allocated charges)		
Total Actual Expenditures for Reporting Period	\$	-
Ending Balance as of this 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

Administration for Children and Families (OCSE) References/Links:

Incentives Purpose:

Incentives background (Allowable/Non-Allowable expenses):

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

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.

ARIZONA DEPARTMENT OF ECONOMIC SECURITY
Division of Child Support Services
1789 W Jefferson St, Phoenix, AZ 85007 MD 7213
QUARTERLY SUB RECIPIENT INCENTIVE FORM

Example

Date: _____

Sub Recipient (County) Name _____
 Sub Recipient UEI (Unique Entity Identifier) # _____
 Reporting QE Month **QE June 2023**
 Incentive Fund Account Number _____

The purpose of this report is to provide information regarding the use of each sub recipients 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. If an expenditure is in question, submit an email to DCSS-Budget@azdes.gov with a detailed explanation of your expenditure for assistance.

Beginning Balance (Use last QE end balance):	From QE March 2023	\$ 5,214.00
Quarter Incentive Award received for QE:	June 2023 DCSS	\$ 230.00

	Expenditure Amount
1. Personal Services (Salaries, bonuses, stipends, education assistance)	\$ -
2. Employee Related Services (Medical/Fringe benefits, Disability, etc)	\$ -
3. Professional and Outside Services (Contractors, Education/training from vendor, etc)	\$ -
Explanation for Budget Category 1 - 2 - 3:	
4. Travel Expenses (Mileage, Meals, Lodging, Airfare)	\$ -
a. Mileage	
b. Meals	
c. Lodging	
d. Airfare	
Explanation for Budget Category 4:	
5. Operating Expenses (Risk Management, Postage, Telecommunications, etc)	\$ -
6. Occupancy (Space, rent, etc)	\$ -
a. Square feet	\$ -
b. Rate	\$ -
7. Non-Capital Furniture (Furniture purchases under \$5,000)	\$ -
8. Capital Furniture	\$ -

(Furniture purchases above \$5,000)

Explanation for Budget Category 5 - 6 - 7 - 8:

9. Indirect Administrative Costs	\$	-
(Cost allocated charges)		
Total Actual Expenditures for Reporting Period	\$	-
Ending Balance as of this QE	June 2023	\$ 5,444.00

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

Administration for Children and Families (OCSE) References/Links:

Incentives Purpose:

Incentives background (Allowable/Non-Allowable expenses):

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

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.

Instructions – Quarterly Sub Recipient Incentive Reporting Form - Exhibit B.2

Date/Version: 05/17/2023 v1)

Purpose –This is the instructions for the County Partners submission of the Quarterly Sub Recipient Incentive Reporting Form. The Quarterly Sub Recipient (County) Incentive Reporting Form provides information regarding the use of each sub recipients portion of their incentive dollars received from Division of Child Support Services (DCSS).

Exhibit B is to be submitted 60 business days after each Quarter End month.

Step (1,2,3..)	Process Step (list of the critical process steps)	Dialogue (clear and simple descriptions, appropriate level of detail for the task)
1	DUE 60 business days after each Reporting Quarter End (QE) month	<p>This document is to be submitted 60 business days after each reporting quarter end. An example of Exhibit B Sub Recipient Incentive Form is attached to this SW for clarification assistance.</p> <p>DCSS Document number: CSE-1278A REV 5-2023</p>
2	Complete top portion of document	<p>Date: County to enter the date completing this form</p> <p>Sub Recipient (County) Name: County Name</p> <p>Sub Recipient UEI (Unique Entity Identifier) #: The # assigned to your County (formerly known as DUNS #)</p> <p>Reporting QE Month: QE (Month & Year)</p> <p>Incentive Fund Account Number: County Finance Department number.</p> <p>Beginning Balance (Use last QE end balance): First line, enter the previous QE (Month & Year). Second line, enter the ending balance from the previous submitted QE (Month & Year) Sub Recipient Incentive Form.</p> <p>Quarter Incentive Award received for QE: First line, enter the reporting (Month & Year) the incentive award amount received from DCSS. Second line, enter the amount of the incentive award received from DCSS.</p> <p>NOTE: The dollar amounts entered will auto populate at the bottom of the document.</p>



DEPARTMENT OF ECONOMIC SECURITY

Your Partner For A Stronger Arizona

3	Reporting QE month Expenditures for budget categories 1. - 3.	If there are expenditures, enter the expenditure amount(s) for each budget category. In the box "Explanation for Budget Category 1 – 2 – 3", give detailed explanation of the expenditures.
4	Reporting QE month Expenditures for budget category 4.	If there are expenditures, enter the expenditure amount(s) for each budget category. Totals for A. – B. – C. – D. should match the total for budget category 4. A. Mileage B. Meals C. Lodging D. Airfare In the box "Explanation for Budget Category 4", give detailed explanation of the expenditures.
5	Reporting QE month Expenditures for budget categories 5. - 8.	If there are expenditures, enter the expenditure amount(s) for each budget category. In the box "Explanation for Budget Category 5 – 6 – 7 – 8", give detailed explanation of the expenditures.
6	Reporting QE month Expenditures for budget category 9.	If there are expenditures, enter the expenditure amount(s) for each budget category.
7	Bottom of Document.	Total Actual Expenditures for Reporting Period: Expenditure costs entered for the budget categories 1 – 9 will auto populate. Ending Balance as of this QE: First line, enter the Reporting QE (month & year). Second line will show the accumulated total. NOTE: This is the amount that will get entered on the next Reporting QE (month & year). Authorized Signature: County person completing the documents or authorized signer. Title: Signer's title Date: Date signed
8	Submit	Submit the completed & signed Quarterly Sub Recipient Incentive Form to DCSScontractsunit@azdes.gov



DO NOT PRINT THIS PAGE FOR DISTRIBUTION

CHANGE LOG					
Change Number	Change Proposed	Updated by:	Change Made? Yes/No	Reason	Date Finalized
example	Change font on all pages to pink	Jane Doe	No	Pink not within approved standard font scheme	4.13.2018
1					
2					
3					
4					
5					
6					

EXHIBIT A

STANDARD OPERATING PROCEDURE FOR SUBMITTAL OF MONTHLY CERTIFIED PUBLIC EXPENDITURE STATEMENT (CPES)

Applies to Inter-Governmental Agreements: Clerk of the Court

Provided below is a step-by-step process for the courts to follow in preparing and submitting the monthly CPES:

1. Prepare the CPES (Exhibit A.1) and ensure:
 - a. Correct block is checked, i.e., COC and the month and date are correct.
 - b. Completely fill out (per individual court requirements) lines 1 through 9 which will automatically populate lines 10, 12, 14 and 16.
 - c. Math is correct
 - d. Document is signed
 - e. If the court does not have Expenditures for a given month, the CPES must be filled out with \$00.00 expenditures.
2. Fill out the individual court's MASTER COC Expenditures for FY24 Spreadsheet (Exhibit A.2) spreadsheet for each month.
 - a. If the court does not have Expenditures for a given month, the MASTER must be filled out with \$00.00 expenditures.
3. Fill out the TOTAL AND IV-D COMPENSATION Form (Exhibit A.3)
 - a. Include the court's internal financial salary backup information to validate the COMPENSATION Data
4. Complete the County Reimbursement Itemized List (Exhibit A.4) and submit supporting document for **only** the items requiring reimbursement for the month.
 - a. Include all support receipts.
5. Include any other specific court documents.
6. Combine all the above documents into one (1) PDF File in the following order:
 - a. Cover Letter (not required but if preferred by the court)
 - b. CPES (Exhibit A.1)
 - c. MASTER COC Expenditure for FY24 Spreadsheet (Exhibit A.2)
 - d. TOTAL AND IV-D COMPENSATION Form (Exhibit A.3)
 - e. Court's internal financial salary backup
 - f. County Reimbursement Itemized List (Exhibit A.4)
 - g. All supporting receipts
 - h. Any other specific court documents
7. Name the File:
 - a. COC/County Name/Month and Year
 - i. Example: COC Cochise July 2023
8. Email each monthly CPES submittal separately and with **only one complete** PDF document to: DCSSContractsUnit@azdes.gov **and do not copy any DCSS personnel.**
9. State the email Subject as stated above at 7.a.i. Example: COC Cochise July 2023

NOTE: The monthly CPES' are to be submitted in monthly order so Exhibit A.2: MASTER Expenditures for FY24 Spreadsheet is up to date and accounted for each month.



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

KRISTIN K. MAYES
ATTORNEY GENERAL

INTERGOVERNMENTAL AGREEMENT DETERMINATION

Attorney General Contract No. KR23-0051 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 C4 > WJ day of 02 5

KRISTIN K. MAYES
ATTORNEY GENERAL

Eryn McCarthy
Assistant Attorney General
for Clerk of Court