

**SOUTHERN NEVADA WORKFORCE INVESTMENT BOARD
General Policy & Procedure**

ONE-STOP CENTER PARTNERS DEBT COLLECTION

EFFECTIVE DATE: June 28, 2006

NUMBER: 2.10

**AUTHORIZATION:
SNWIB Executive Director**

BACKGROUND

The purpose of this policy is to set forth written procedures outlining the Southern Nevada Workforce Investment Board (SNWIB) debt collection process for Nevada JobConnect One-Stop Center partners. This policy addresses the following areas: One-Stop Center partners' indirect operating costs; invoicing and payment procedures; breach of agreement, and general provisions for debt collection.

I. INDIRECT COST OPERATING BUDGET COST ALLOCATION METHOD

Pursuant to the Memorandum of Understanding between Nevada JobConnect One-Stop Center partners, each partner shall pay its allocable share of indirect operational costs. Such indirect costs are costs that have been incurred for common or joint purposes and cannot be directly attributable/identifiable to one or more One-Stop Partner. Costs will be allocated using the Full-Time Employee (FTE) allocation method or other acceptable formula methods as approved by the consortium committee.

II. INVOICING AND PAYMENT

On behalf of Southern Nevada JobConnect One-Stop Center(s) Consortium, the Southern Nevada Workforce Investment Board (SNWIB) staff shall invoice Nevada JobConnect One-Stop Center partners monthly for all direct, indirect and/or shared operational costs that are due the SNWIB as reimbursement for One-Stop Center operating activities/services. Payments shall be made to the Southern Workforce Investment Board within 30 days after date of invoice. Appropriate credits and debits will be applied to One-Stop partners' cost share accounts when adjustments are necessary.

III. BREACH OF AGREEMENT

Failure to pay monies due under the MOU in a timely manner shall constitute a breach of agreement. Breach due to failure to pay monies due may result in termination of the Center Partner from on-site occupancy and participation in Nevada JobConnect One-Stop system. Failure to pay monies due will result in the initiation of a formal debt collection process.

IV. GENERAL PROVISIONS FOR DEBT COLLECTION

A. For service providers and/or partners assigned to Southern Nevada JobConnect One-Stop Center(s), the SNWIB financial department shall invoice each service provider/partner agency monthly for all direct, indirect and/or shared operational costs resulting from common resource consumption as identified in each One-Stop Center's budget operating agreement. All invoices for payment to the SNWIB shall be made within 30 days of dated invoice.

1. If payment for One-Stop Center operations is not received within the prescribed 30 day time period, service providers/partners shall be promptly notified of non-receipt of payments due to the SNWIB along with requested restitution.
 2. Because of the financial liability involved, it is the policy of SNWIB to aggressively pursue collection of all debts pursuant to applicable laws and regulations.
- B.** These procedures shall be used to recover past due debts or funds arising from One-Stop Center operations:
1. When a service provider or partner's debt is established as overdue as result of One-Stop Center operations, the SNWIB will notify the entity via certified mail of the following:
 - a. The amount of past due debt;
 - b. The debt, if not resolved or a satisfactory alternative repayment plan has not been negotiated, will become delinquent after 45 days of date of invoice;
 - c. The debtor's administrative appeal rights to appeal to the State of Nevada Department of Employment, Training and Rehabilitation, Employment Security Division, Workforce Investment Support Services Unit.
 - d. All appeals shall be processed in accordance with SNWIB Policy 2.12, Section VI.
 2. An accounts receivable control sheet will be maintained for the past due debt amount in question.
 3. SNWIB staff will negotiate any resolution of the debt or any agreed upon repayment schedule. Options for debt resolution, which may be offered at the discretion of SNWIB staff and the approval of One-Stop Center Consortium Committee, include cash or installment payments.
 4. If the debt is not repaid or resolved in thirty (30)-days, a second notice will be sent. If no satisfactory resolution occurs at the end of the sixty (60)-day period, a third and final collection letter will be issued, with notice of terminating all Nevada JobConnect One-Stop System agreements and to vacate the One-Stop Center(s).
 5. The final collection letter will indicate that SNWIB will impose one or more of the following sanctions:
 - a. Withholding payments due the contracted service providers;
 - b. Initiate litigation against the One-Stop Center partner for delinquent payment.