

**Interagency Agreement Between
Arizona Department of Child Safety (DCS)
The Arizona Supreme Court, Administrative Office of the Courts (AOC)
and
Cochise County**

This Agreement is between the Arizona Department of Child Safety, (hereinafter referred to as DCS), The Arizona Supreme Court, Administrative Office of the Courts, (hereinafter referred to as AOC) and Cochise County (hereinafter referred to as County).

1.0 TERM OF THE AGREEMENT

- a. The term of this Agreement shall begin on the date of the last signature and shall continue until canceled.
- b. Allowable costs incurred after calendar year 2019 must be invoiced, to the AOC, quarterly on the "Certification of Expenditure" form (Attachment A).
- c. "Certification of Expenditure" forms for Quarters 1-3 must be submitted within 15 days following the end of each quarter; 4th Quarter "Certification of Expenditure" forms must be submitted within 45 days following the end of the 4th quarter State Fiscal Year.
- d. An annual progress report, explaining how reimbursed funds were used and any system improvements achieved, must be submitted with the 4th quarter "Certification and Expenditure" form.
- e. Allowable costs may be invoiced to cover expenditures beginning January 7, 2019. These costs shall be invoiced for 2019 in total on the "Certification of Expenditure - 2019" form (included as Attachment B) and submitted to the AOC no later than March 31, 2020.
- f. The funding associated with this reimbursement is from Title IV-E Foster Care. CFDA. #93-658.

2.0 PARTIES

This Interagency Agreement is between DCS, AOC, and County.

3.0 PURPOSE

3.1. The purpose of this Agreement is to allow the County to receive partial reimbursement for expenses incurred for the legal representation of children and parents in dependency and termination cases, including appeals, pursuant to Title IV-E administration laws and regulations and the federal Children's Bureau Child Welfare Policy Manual. These expenditures shall include costs associated with the independent legal representation by an attorney, including an attorney Guardian Ad Litem, for a child who is a candidate for Title IV-E foster care or is in foster care to prepare for and participate in all stages of Dependency and/or Termination related proceedings, including appeals. Expenditures associated with the independent representation by an attorney, including an attorney Guardian Ad Litem, to prepare for and participate in all stages of Dependency and/or Termination related proceedings, including appeals, for the child's parents, are also included.

3.2. DCS, AOC and County agree that DCS shall facilitate Title IV-E Federal Financial Participation (FFP) to the County as partial reimbursement for allowable costs associated with the independent legal representation by an attorney, for a child who is a candidate for Title IV-E foster care or in foster care, and for his/her parent(s), to prepare and participate in all stages of Dependency and/or Termination proceedings, including appeals, contingent on the agreed upon responsibilities of all parties.

4.0 AUTHORITY

Authority for this Agreement is granted pursuant to the eligibility criteria of Title IV-E of the Social Security Act 42 U.S.C. § 673(a)(6); 45 CFR §1356.60(c); Section 474(a)(3); the Children's Bureau Child Welfare Policy Manual; A.R.S. § 35-148; and the Arizona DCS Title IV-E State Plan.

5.0 ALLOWABLE COSTS

Expenditures shall include costs associated with the independent legal representation by an attorney, for a child who is a candidate for Title IV-E foster care or in foster care and his/her parent(s), to prepare for and participate in all stages of Dependency and Termination, including appeals, and related proceedings. Allowable costs are limited to attorney and paralegal compensation and the administrative costs allocated to directly support the attorney representing eligible parents or children allowable under Title IV-E, including indirect expenses proportionally attributed to the representation provided. Costs associated with caseworkers, social workers, and services for these families are not eligible for reimbursement, however reimbursement funds may be expended for those and other services as allowed in section 7.1 (g).

6.0 DISALLOWED COSTS

6.1. In any disallowance or deferral action in which County is liable to DCS for the loss of funds, County shall be responsible for all legal fees against Title IV-E federal financial participation received by County and costs associated with the defense against the disallowance action. DCS shall cooperate with the County in defense of such action by providing or making available all related records and documents and by permitting DCS staff to provide technical assistance to County in preparing appropriate party defense, but DCS assumes no other liability for the defense of the disallowance.

6.2. DCS is entitled to recover all payments improperly made or made by error to County, are not supported by appropriate documents or records, or are disallowed in a state or federal audit. County is responsible for refunding the full amount of such payment upon a written request from DCS.

7.0 RESPONSIBILITY

7.1 County shall:

Assume all responsibility and liability for erroneous reporting of costs allowable or disallowable;

- a. Establish agreements and/or contracts for legal services that support the Rules of Procedure for the Juvenile Court Rule 40.1, Duties and Responsibilities of Appointed Counsel and Guardians Ad Litem, and Rule 40.2, Duties and Responsibilities of Appointed Counsel for Parent Representation;
- b. Send a completed and signed "Certification of Expenditures" form, authorized by DCS, along with a report of the number of attorneys, the number of cases and the per attorney caseload for all attorneys representing children and parents related to abuse and neglect

cases, to the AOC within 15 calendar days following the end of the first, second and third quarter. The 4th quarter “Certification and Expenditures” form, along with an annual progress report, is due to the AOC no later than 45 days following the end of the State Fiscal Year. A copy of the authorized “Certification of Expenditures” form is included herein as Attachment A;

- c. Be responsible for the non-federal share requirement;
- d. Retain administrative fiscal records that substantiate costs invoiced under this Agreement;
- e. Make available to DCS, upon written request, all documents supporting the expenditures and claims identified in the “Certification of Expenditures” form, excluding attorney work product and confidential information.
- f. County shall utilize at least 75% of the monies acquired through Title IV-E reimbursement to supplement and not supplant existing funding for parent and/or child representation through expanding, enhancing or developing initiatives such as, but not limited to:
 - 1. Preventing dependency filings without jeopardizing child safety;
 - 2. Implementing a Parent Mentoring Program;
 - 3. Meeting timeframes mandated by the Arizona Revised Statutes, Title 8, Chapter 4, Articles 4, 5, 8, 9, 10 and 11, as well as all applicable Court Rules;
 - 4. Enhancing representation through training and education;
 - 5. Improving the ability of attorneys to manage their dependency case load;
 - 6. Improving attorney-client ratios;
 - 7. Establishing models that bring together attorneys, social workers and parent advocates to form interdisciplinary representation teams.
- g. Provide DCS an anticipated projection of allowable costs by June 1st, to be claimed the following state fiscal year. The actual transfer amount will depend on the County expenditures that qualify for FFP under Title IV-E.

7.2 AOC Shall:

- a. Complete and submit to DCS the “Certification of Expenditures” form with the aggregate of all County reported expenditures for the previous quarter no later than 45 days after the end of each quarter.
- b. Complete and submit to DCS the 4th Quarter “Certification of Expenditures” form no later than 90 days following the end of the calendar;
- c. Disburse funds to County upon receiving the Title IV-E reimbursement funds from DCS.

7.3 DCS Shall:

- a. Apply the Arizona DCS Title IV-E penetration rate (% Title IV-E eligible children) to the total county expenditures and claim 50% FFP administrative reimbursement, upon receipt of a “Certification of Expenditures” form;

- b. Disburse, to AOC the County's share of the Federal Title IV-E reimbursement via an AFIS transfer, upon receiving the Federal Title IV-E reimbursement funds;
- c. Provide technical support and direction on Federal Title IV-E policy. Track, report and ensure timely transfer of IV-E Federal Reimbursement to AOC;
- d. Provide Arizona Population Factor Percentage applied for reimbursement;
- e. Retain no more than \$25,000 annually for the administrative expenses associated with processing claims.

8.0 CONFIDENTIALITY

All parties agree that client information will be kept confidential and will be treated confidentially consistent with applicable state and federal law, including Title IV-E confidentiality requirements, court rules, and Rules of Professional Responsibility.

9.0 AMENDMENTS

This Agreement may be amended only in writing executed by all parties.

10.0 TERMINATION OF AGREEMENT

Any party may terminate this Agreement upon a 60-day written notice to the other parties at the following addresses:

Administrative Office of the Courts
 1501 W. Washington, Ste. 128
 Phoenix, AZ 85007
 Attn: Caroline Lault-Owens

Arizona Department of Child Safety
 3003 N. Central
 Phoenix, AZ 85012
 SC0 I 0-20 Attn: Contracts

Cochise County
 1415 W. Melody Lane, Bldg. G
 Bisbee, Arizona 85603
 ATTN: Ed Gilligan

11.0 ARBITRATION

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, except as may be required by other applicable statutes (Title 41).

12.0 CANCELLATION FOR CONFLICT OF INTEREST

Pursuant to A.R.S. §38-511, the State, its political subdivisions or any department or agency of either may, within three years after its execution, cancel any contract (Agreement) without penalty or further obligation, made by the State, its political subdivisions or any department or agency of either if any person significantly involved in initiating, negotiating, securing, drafting or creating the contract on behalf of the State, its political subdivisions or any department or agency of either is, at any time while the contract or any extension of the contract is in effect, an employee or agent of any other party to the contract in any capacity or a consultant to any other party to the contract with respect to the matter of the contract. A

cancellation made pursuant to this provision shall be effective when the AOC and the County receive written notice of the cancellation, unless the notice specifies a later time.

13.0 FEDERAL IMMIGRATION AND NATIONALITY ACT:

13.1. By entering into the Agreement, AOC and County warrant compliance with the Federal Immigration and Nationality Act (FINA) and all other Federal immigration laws and regulations related to the immigration status of its employees. AOC and County shall obtain statements from its subcontractors certifying compliance and shall furnish the statements to the Procurement Officer upon request. These warranties shall remain in effect through the term of the Agreement. AOC and County and its subcontractors shall also maintain Employment Eligibility Verification forms (I-9) as required by the U.S. Department of Labor's Immigration and Control Act, for all employees performing work under the Agreement. I-9 forms are available for download at USCIS.GOV.

13.2. The State may request verification of compliance for AOC or County or subcontractor performing work under the Agreement. Should the State suspect or find that AOC or County or any subcontractors are not in compliance, the State may pursue any and all remedies allowed by law, including, but not limited to suspension of work, termination of the Agreement for default, and suspension and/or debarment of the AOC and the County. All costs necessary to verify compliance are the responsibility of the AOC and the County.

14.0 NON-AVAILABILITY OF FUNDS

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 of for any damages as a result of termination under this paragraph.

15.0 NON-DISCRIMINATION

AOC and County shall comply with Executive Order 75-5, as modified by Executive Order 2009-09, which mandates that all persons, regardless of race, color, religion, sex, age, national origin, or political affiliation, shall have equal access to employment opportunities, and all other applicable State and Federal employment laws, rules and regulations, including the Americans with Disabilities Act. AOC and County shall take affirmative action to ensure that applicants for employment and employees are not discriminated against due to race, creed, religion, sex, national origin or disability.

16.0 RECORDS & AUDIT

Pursuant to A.R.S. § 35-214 and § 35-215, AOC and County shall retain and shall contractually require each subcontractor to retain all data, books and other records ("Records") relating to this Contract (Agreement) for a period of five (5) years after the completion of the Agreement. All records shall be subject to inspection and audit by DCS at reasonable times. Upon request, AOC and County shall produce the original of any or all such Records at no cost. Such records shall exclude attorney work product and confidential information.

17.0 E-VERIFY

17.1. AOC and County warrant compliance with all Federal immigration laws and regulations relating to employees and warrants its compliance with Section A.R.S. § 23- 214,

Subsection A if applicable. (That subsection reads: "After December 31, 2007, every employer, after hiring an employee, shall verify the employment eligibility of the employee through the E-Verify".)

17.2. A breach of a warrant regarding compliance with immigration laws and regulations shall be deemed a material breach of the Agreement and AOC and County may be subject to penalties up to and including termination of the contract.

17.3. Failure to comply with a State audit process to randomly verify the employment records of AOC and County and subcontractors shall be deemed a material breach of the Agreement and AOC and County may be subject to penalties up to and including termination of the Agreement.

17.4. DCS retains the legal right to inspect the papers of any employee who works on the Agreement to ensure that AOC and County or any subcontractor is complying with the warranty under paragraph 17.1.

18.0 AMENDMENTS OR MODIFICATIONS

This Agreement may be amended or modified at any time by mutual agreement. No agent, employee or other representative of any party is empowered to alter any of the terms of the agreement, unless done in writing and signed by the authorized representative of the respective parties.

19.0 EXEMPTIONS

Each party shall give written notice to the other parties 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:

1. Change of address.
2. Change of telephone number.
3. Change in authorized signatory.
4. Change in the name and/or address of the person to whom notices are to be sent.

20.0 APPLICABLE LAW

This Agreement shall be governed and interpreted by the laws of the State of Arizona.

21.0 INDEMNIFICATION AND INSURANCE

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, (AOC and DCS) is self-insured per A.R.S. 41-621.

In addition, should the County utilize a contractor(s) and subcontractor(s) the indemnification clause between (insert name of other governmental entity) 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 (insert name of other governmental entity) 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.

22.0 IT 508 COMPLIANCE

Unless specifically authorized in the Agreement, any electronic or information technology offered to the State of Arizona under this solicitation shall comply with A.R.S. §§18-131 and 18-132 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.

23.0 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 contract. This provision applies to work performed by subcontractors at all tiers.

24.0 PERSONAL USE OF CONTRACTS UNLESS AUTHORIZED

State employees and public officers shall not be permitted to purchase materials or services under this Contract (Agreement) for their own personal or business use unless authorized in writing by the Director of the Arizona Department of Administration, pursuant to A.A.C. R2-7-204.

25.0 THIRD PARTY ANTITRUST VIOLATIONS

AOC and County assign to the State any claims for overcharges resulting from antitrust violations to the extent that such violations concern materials or services supplied by third parties to AOC and County toward fulfillment of this Agreement.

David K. Byers
Director
Arizona Administrative Office of the Courts
Date _____

Michael Faust
Director
Arizona Department of Child Safety
Date _____

Ed Gilligan
Administrator
Cochise County
Date _____