

Arizona Supreme Court  
Administrative Office of the Courts

**Court Improvement Program**

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**FUNDING AGREEMENT**

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**Cochise County**

**Fiscal Year 2022**

This Agreement is entered into by and between the Arizona Supreme Court, Administrative Office of the Courts ("AOC"), and the Cochise County Superior Court ("Grantee").

**1. TERM AND PROGRAM REQUIREMENTS**

This Agreement becomes effective upon execution by the parties and shall remain in effect through June 30, 2022.

**a. Dependency Process Requirements**

The purpose of this agreement is to provide funding to the Grantee to implement the Court Improvement (CI) requirements listed below.

- 1) Preliminary Protective Hearings in every case where the child is removed from the home and a dependency petition is filed shall be held within five to seven business days of removal.
- 2) Pre-Hearing Conference shall be conducted immediately preceding the in-court Preliminary Protective Hearing.
- 3) A Settlement Conference or Mediation shall be held prior to an Adjudication Hearing in a dependency matter, if a parent does not admit or submit to the dependency petition.
- 4) An Adjudication Hearing shall be held within ninety days of service of a dependency petition.
- 5) A Disposition Hearing shall be held at the same time or no later than thirty days after the Adjudication Hearing.
- 6) A Review Hearing shall be held within six months of the initial Disposition Hearing.
- 7) A Permanency Hearing shall be held:
  - a) within thirty days of disposition, if Court orders that reunification services are not to be offered;
  - b) within six months of removal for a child less than three years of age;
  - c) within one year of removal, if reunification services are not discontinued by court order.
- 8) If the Court determines at the Permanency Hearing that termination of parental rights or guardianship is in the best interest of the child, the Court shall order the department or the child's attorney or guardian ad litem to file, within ten days of the Permanency Hearing, a motion alleging grounds for termination or guardianship. The Initial Termination or Initial Guardianship Hearing shall be held within thirty days of the Permanency Hearing.
- 9) The Court shall make specific and factual findings as to the extraordinary circumstances which brought about the continuance of any dependency hearing.

## **b. Primary Budget Considerations**

In order to accomplish the time lines and procedures outlined in the Dependency Process Requirements, there are certain personnel and operational considerations that are fundamental and must be a priority for your budget expenditures. Grantee must ensure that there is/are:

- 1) Sufficient judicial hearing officers to hear all dependency proceedings.
- 2) An individual(s) responsible for facilitating Pre-Hearing Conferences.
- 3) An individual(s) responsible for handling mediations.
- 4) A Court Improvement multi-disciplinary team which meets regularly to ensure efficiency in the dependency process.
- 5) A juvenile court dependency data tracking system that is accessible to court personnel involved in dependency cases.
- 6) An individual(s) identified in your county to collect and input dependency case data into the juvenile court dependency data tracking system. Key individuals involved in the data collection process should participate in regularly scheduled Users Group meetings sponsored by the AOC.
- 7) Collaboration with the County Clerk's Office to ensure that the County Clerk's Office is adequately staffed and equipped to manage its responsibilities in the dependency process.

## **c. Dependency Data Tracking System Requirements**

- 1) The Grantee shall provide all equipment, hardware and software necessary to enable access for all court personnel responsible for entering dependency data into the juvenile court dependency data tracking system. The Grantee shall establish a security matrix for use of the juvenile court dependency data tracking system.
- 2) The Grantee agrees to: (a) utilize the juvenile court dependency data tracking system including, but not limited to, the input of data in a timely and accurate manner and the providing of reports as requested by the AOC; and (b) participate in any applicable outcome studies.
- 3) Dependency data entry for each month must be entered into the juvenile court dependency data tracking system by the fifth day of the following month.
- 4) Dependency Exception Reports will be run by the eighth day of the following month. The exceptions shall be corrected by the end of the same month. If exceptions cannot be corrected, the Grantee will contact the AOC for resolution.

## **2. MODIFICATION AND TERMINATION**

This Agreement may be modified or terminated by the AOC if in its judgment such action is necessary due to: (a) lack of funding; (b) statutory or administrative changes in the program; (c) Grantee's failure to implement or operate this Funding Agreement; (d) Grantee's non-compliance with this Agreement or other program requirements; (e) Grantee's failure to expend funds in accordance with Addendum A; or (f) other circumstances necessitating such action. Either party may terminate this Agreement upon a thirty-day written notice to the other party by certified mail.

## **3. FUND ACCOUNTING**

Funds distributed to Grantee shall be deposited in a special revenue account established for the execution of this Agreement. Any interest earned on these monies while in the possession of Grantee shall accrue to the fund for use by Grantee in accordance with this Funding Agreement. Funds disbursed to Grantee for reimbursement of approved expenses do not have to be deposited into a special revenue account.

#### 4. EXPENDITURES

- a. **Distribution of Funds.** The AOC may retain all or any portion of the funds allocated to Grantee for the performance of this Funding Agreement and may authorize direct expenditures for the benefit of Grantee. The specific amounts to be retained by the AOC for direct expenditures for the benefit of Grantee and to be disbursed to the Grantee are set forth in the Addendum A to this Agreement. The AOC may periodically modify the distribution of funds contained in the Addendum A based on its determination of Grantee's need for and usage of the funds.
- b. **Reporting Requirements.** Grantee shall submit a Semi-Annual Progress Report and Financial Statement to the AOC on or before January 31, 2022. Grantee shall also submit a Closing Report and Financial Statement to the AOC on or before August 31, 2022. An inventory of all equipment purchased with CI funds, including serial numbers, location and intended use, shall accompany the Closing Report and Financial Statement. Report forms will be provided by the AOC.
- c. **Unexpended Funds.** Funds unencumbered as of June 30, 2022 and unexpended as of July 31, 2022, plus all unexpended interest accrued on such funds while in the possession of Grantee, shall be submitted with the Closing Report and Financial Statement to the AOC for reversion no later than August 31, 2022.
- d. **Inappropriate Expenditures.** Grantee shall expend funds only for the purposes and uses specified in the Funding Agreement and Addendum A. Grantee agrees to reimburse the AOC for any unauthorized or inappropriate expenditures which are not in compliance with the Addendum A and this Agreement. Funds shall not be used to pay county or city administrative costs for services associated with receipt of those funds including, but not limited to, the cost of: accounting, payroll, data processing, purchasing, personnel, and building use. All equipment purchased solely with AOC funds shall be used solely for purposes outlined in the Funding Agreement unless written permission is received from the AOC.
- e. **Budget Modifications.** The Court shall not shift funds from, to, or within budgeted categories described in Addendum A without prior written authorization from the AOC. All budget modifications shall be in accordance with the AOC Budget Modification Policy. Budget modification forms may be acquired from the AOC.
- f. **Termination of Funding.** In the event that this Agreement is terminated prior to June 30, 2022, all unexpended funds in the possession of Grantee shall be returned to the AOC within 30 days of such termination, along with, but not limited to: (1) a closing financial statement; (2) a final report outlining the program achievements; and (3) an inventory, including serial numbers, location and intended use, of all equipment purchased with grant funds. If termination is due to failure of Grantee to comply with this Funding Agreement, the AOC may require return of equipment and supplies purchased with grant funds.

#### 5. BOOKS AND RECORDS

- a. **Financial Records and Examination.** Grantee shall maintain and shall require its subcontractors to maintain acceptable accounting systems, records, and documents to properly reflect all funds expended in the performance of this Funding Agreement. All books, records and other documents relevant to this Agreement shall be retained by Grantee and its subcontractors for a period of five (5) years after the final payment has been made, or until after the resolution of any audit questions or contract disputes, whichever is longer. AOC, state, or federal auditors, as applicable, and any other persons duly authorized by the AOC shall have full access to, and the right to examine, audit, copy and make use of any and all said materials. All subcontracts shall include a provision acknowledging the authority of the AOC to conduct such audits or examinations.
- b. **Program Records and Evaluation.** The AOC monitors and evaluates the

implementation of Arizona Revised Statutes, Title 8, Chapter 10, Articles 2, 3 and 4, known as Court Improvement to determine its effectiveness. As a condition of receipt of grant funds, Grantee and any subcontractor agree to maintain and provide to the AOC such data and statistics as may be required for purposes of evaluation. Grantee further agrees that authorized agents of the AOC shall have the right to conduct on-site visits for purposes of compliance monitoring and program evaluation. All subcontracts shall include a provision acknowledging the authority of the AOC to conduct such inspections and evaluations.

## **6. INVENTORY**

Equipment purchased with funds received pursuant to this Agreement shall become the property of Grantee, and Grantee shall maintain written inventory and property control policies and procedures covering the equipment. Grantee may use its existing inventory system but must at a minimum maintain the information required by AOC policies and procedures.

## **7. USE, LOSS AND DISPOSITION OF EQUIPMENT**

Equipment must be used as required by this Funding Agreement for three (3) years, unless written permission is given by the AOC. After this time, purchased equipment may be transferred upon approval of the presiding juvenile judge. Grantee is responsible for any maintenance, loss or damage to the equipment and the AOC makes no assurances regarding its repair or replacement. Purchased equipment which is no longer needed or usable shall be placed in surplus as required by this Agreement. If no such requirements are included in the Agreement, then local surplus property procedures may be utilized. Leased equipment will follow the guidelines of the lease.

## **8. SANCTIONS**

In addition to any other remedy available pursuant to this Agreement, Grantee may be placed on financial sanction status for deficiencies including but not limited to, delinquent submissions, delinquent reports, inaccurate reporting of statistics, inaccurate reporting of dependency statistics, untimely and consistently inaccurate input of data into the dependency data tracking system, untimely and consistently inaccurate correction of identified issues on the quality assurance reports, inadequate records, expenditures outside of the approved budget and non-compliance with this Funding Agreement for this or any other grant. During the period of sanction status, the AOC may take any appropriate action including:

- a. Written warning with request for immediate compliance.
- b. Withholding all or any portion of future program fund or equipment disbursements.
- c. Withholding all disbursements from all program funds.
- d. Requiring monthly submission of expenses prior to disbursement.
- e. Requiring monthly submission of expenses for reimbursement of actual costs incurred.
- f. Recovery of funds or equipment already disbursed.

To receive reimbursement while in sanction status, Grantee shall submit a monthly request to the AOC detailing expenses in funding categories as delineated on Addendum A. State funds shall not be used for any adverse financial costs or interest charged or incurred due to Grantee's financial sanction status.

## **9. ASSIGNMENT OF INTELLECTUAL PROPERTY RIGHTS**


Any reports or information developed during the course of implementing the requirements of this agreement will be the joint property/ownership of the Grantee and the AOC. The Grantee and the AOC shall have full and complete rights to reproduce, duplicate, disclose, perform and otherwise use all information prepared under this Agreement.

## **10. PERFORMANCE LIABILITY**

Except as otherwise provided by law, in the performance of this Agreement and Grantee's


Funding Agreement both parties hereto are acting in their individual governmental capacities and not as agents, employees, partners, joint ventures, or associates of each other. The employees, agents, or subcontractors of one party shall not be deemed or construed to be the employees or agents of the other party. Each party is solely responsible for the actions of its employees under this Agreement.

**Cochise County Superior Court**

By:   
Honorable Terry Bannon  
Presiding Juvenile Judge

Date: 7/9/21

**Arizona Supreme Court, Administrative Office of the Courts**

By:   
Mike Baumstark, Deputy Director  
Administrative Office of the Courts

Date: 6/14/21