

Arizona Supreme Court
Administrative Office of the Courts

FFPSA TITLE IV-E SERVICE AGREEMENT

Fiscal Year 2025

This FFPSA Title IV-E Service Agreement (“Agreement”) is entered into by and between the Arizona Supreme Court, Administrative Office of the Courts ("AOC"), and Cochise County Probation Department ("Department").

1. **Term.** This Agreement becomes effective upon execution and shall remain in effect through June 30, 2025. The AOC and the Department agree that any claims generated on or after July 1, 2024, are to be processed in accordance with this Agreement.

2. **Extension of Term.** This Agreement may be extended beyond the basic term by mutual agreement of the parties up to three (3) additional fiscal years. To extend the term, the AOC shall provide written notice to the Department of its desire to extend the Service Agreement not less than sixty (60) days prior to the expiration of the Service Agreement term or any subsequent extension. If both parties agree, any extension shall be affected by an amendment to the Service Agreement signed by both parties. Contract extensions are subject to the availability of funds.

3. **Purpose and Authority.** This Agreement defines the duties of the parties required to comply with the Interagency Service Agreement between the Department of Child Safety (DCS) and the AOC (“DCS/AOC ISA”) and with the Social Security Act Title IV-E requirements, as amended by the Families First Prevention Services Act (FFPSA) of 2018 (Public Law 115–123). The AOC is authorized to obtain federal reimbursement for allowable expenses related to qualifying prevention services and juveniles placed in out-of-home care. The parties to this agreement shall submit the necessary documentation to obtain federal reimbursement. The federal funds obtained under the DCS/AOC ISA shall be used to supplement existing program funds allocated to the Department and shall not be used to supplant those funds. Existing program funds that are allocated to the Department shall not be reduced based on generating revenue under the FFPSA. This Agreement, along with the ISA between DCS and the AOC, have been created to benefit Arizona’s children with improved social services and case outcomes in the areas of safety, permanency, and child and family well-being consistent with federal child welfare goals.

The AOC administers funds, programs, and services for juveniles under the jurisdiction of the court. The Department provides services to Arizona’s children and demonstrates placement and care pursuant to statute and by order of the juvenile court. This agreement promotes the performance of these duties.

4. **Description of Services.**

a. **The Department shall:**

- i. Develop with the AOC an Operational Plan, outlining all steps necessary to comply with the FFPSA and the DCS/AOC ISA provisions, including monitoring and tracking requirements, for all cases which federal reimbursement will be claimed. The purpose of the Operational Plan is to facilitate an understanding of each Department's unique processes to meet the FFPSA requirements for out-of-home care and prevention services eligibility. The AOC will review and approve the Operational Plan prior to implementation and upon Service Agreement extension or renewal.
- ii. Follow all eligibility procedures required by the AOC and DCS. This includes gathering and entering all client and financial information into DCS Guardian or submitting to DCS in accordance with the Arizona FFPSA State Plan.
- iii. Track, monitor, and document case specific information for entry into DCS Guardian and case files, including continual reporting of the juvenile's case status to the AOC that may impact client initial and continuing eligibility (i.e., changes in placement, runaway, detention, or discharge from the placement). In accordance with FFPSA requirements, the Department shall monitor and document the following category items:
 - a. FFPSA eligibility determination criteria and timeline requirements
 - b. Ongoing timelines for judicial findings and placement reviews
 - c. Family Permanency Team
 - d. Case planning and outcomes
 - e. Periodic reviews of client/family achievement of case plan goals
 - f. Probation contacts with juvenile, their families, and the provider
 - g. Information required for the federally mandated Adoption and Foster Care Analysis and Reporting System (AFCARS)
 - h. Any other information necessary to establish meeting the federal requirements
 - i. Collaborate and document case coordination with appropriate DCS staff
- iv. Provide ongoing updates to DCS Guardian to maintain compliance with the standards and format set by the AOC and as agreed upon by the parties in advance of implementation.
- v. Submit required documentation for reimbursement as directed by the AOC and as agreed upon by the parties in advance of implementation including monthly and quarterly claims data.
- vi. Cooperate with inspections and monitoring pursuant to Paragraph 9 of this agreement.

- vii. Bear all local expenses required to implement the FFPSA program except for those expenses attributed to the AOC.
- viii. When insufficient funds from Title IV-E claiming revenues received are not available for repayment, other county fund sources shall be identified to cover the repayment amount.
- ix. Provide monthly finance information to the AOC on the personnel costs for staff working directly on the FFPSA project through notations on the Monthly Financial Reports submitted to the AOC finance office.
- x. Comply with all applicable statutes, regulations, rules, codes, policies, procedures, or standards of the state of Arizona, federal government, Arizona Supreme Court, AOC and DCS that are related to the FFPSA requirements.
- xi. Bear the legal costs of any administrative or judicial appeal of U.S. Department of Health and Human Services (DHHS) decision concerning FFPSA claiming that is requested or initiated by the Department.
- xii. Abide by AOC, DCS, Arizona state statutes, court rules, and federal requirements restricting use or disclosure of confidential information concerning individuals assisted under the Arizona FFPSA State Plan.
- xiii. Promulgate policy restricting the use or disclosure of confidential information concerning individuals assisted under the Arizona FFPSA State Plan and DCS policy.
- xiv. Review and approve in a timely manner monthly Administrative Time Study sheets prior to submission to the AOC.
- xv. Review and approve maintenance claim forms prior to final submission by the AOC to DCS.
- xvi. Submit eligibility numbers, case information, and related data upon request in a report format directed by the AOC and agreed upon in advance of the submission.

b. The AOC shall:

- i. Establish requirements for claiming Federal Financial Participation (FFP) consistent with the DCS/AOC ISA and federal law.
- ii. Provide technical assistance with the development of the Department's FFPSA Operational Plan. The AOC will review and approve the plan submitted by the Department's Title IV-E Coordinator prior to implementation.

- iii. Make administrative and maintenance reimbursement claims and credit payments to the Department. There will be no reduction of JPSF funds as a result of any such payments.
- iv. Monitor the Department's compliance with this Agreement onsite, electronically, and by any other means determined by the AOC to be necessary, including review of the cases entered in DCS Guardian. This includes, but is not limited to, review of probation case files and similarly held information for the presence of:
 - a. Required judicial determinations
 - b. Initial client and financial eligibility information gathering, review, and submission to DCS
 - c. On-going client and financial eligibility information gathering, updating, and submission to DCS
 - d. Case-specific information for federal review purposes
 - e. Oversight of the integration and synthesis of case-specific information from providers, court, youth, and family
 - f. Periodic review of probation files and interviews with staff to provide technical assistance and review FFPSA requirements are met
 - g. Demonstration of placement and care activities
 - h. Any other information necessary to comply with the federal requirements
- v. Upon request, provide written quality assurance reports to the Department following all formal monitoring visits and reviews.
- vi. Have the discretion to withhold federal funds allocated to the Department for an agreed upon period necessary to recoup the amount required for repayment as a result of a federal audit of the FFPSA program or a finding of an ineligible case at the local level.

5. **Termination.** Either party may terminate this Agreement upon thirty (30) days written notice to the other party by certified mail. If the Department should fail, except in cases for which extension of time is provided, to provide enough properly skilled workers or proper materials, persistently disregard laws and ordinances, or not proceed with work, or otherwise be guilty of a substantial violation of any provision of this agreement, then the AOC may terminate this agreement for cause. Prior to termination of this agreement for cause, the AOC shall give the Department ten (10) business days written notice. Upon receipt of such termination notice, the Department shall be allowed ten (10) business days to cure such deficiencies.

6. **Fund Accounting.** All FFPSA monies received by the AOC based on claims filed on behalf of the Department will be initially deposited in special revenue funds established for the execution of this Agreement. The allocation and disbursement of these funds shall be specified in an amendment to existing funding agreements and included as separate and specific funds in future funding agreements.

- a. Assurances

- i. At the discretion of the Department, any or all maintenance reimbursement shall be retained by the AOC or disbursed, at least semi-annually, to the Department, in an amount equal to the amount of reimbursement received by AOC on the behalf of the Department during that period. FFPSA maintenance funds are intended to supplement, not supplant a Department's JPSF allocation.
- ii. Administrative reimbursements will be disbursed, the Department, in an amount equal to the amount of reimbursement received by the AOC on the behalf of the Department.

7. **Books and Records.**

a. **Financial Records and Examination.** The Department shall maintain and require its subcontractors to maintain acceptable accounting systems, records, and documents to properly reflect all funds expended in the performance of the approved plan. All books, records, and other documents relevant to this Agreement shall be retained by Department 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 agreement 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 may monitor and evaluate the local Operational Plan to determine its effectiveness. As a condition of receipt of grant funds, the Department agrees to maintain and provide to the AOC such data and statistics as may be required for purposes of evaluation. The AOC agrees to maintain and provide to DCS such data and statistics as may be required for purposes of evaluation. The Department 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 related to this agreement.

8. **Performance Liability.** Except as otherwise provided by law, in the performance of this Agreement and the Department's approved plan, 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.

9. **Visitation and Inspection.** Court representatives or other appropriate agents of the state or federal government shall, with timely notice to the Department, be entitled to review and inspect the Department's facilities, its program operation, and those records which pertain to the program funded by this Agreement during the term of this Agreement. Any reports prepared pursuant to this section shall be made available to Department upon request.

10. **Evaluation.** The AOC may, at its expense, evaluate any services provided for under this agreement by the Department and may assess the Department's progress and success in achieving the goals and objectives described in the service section of this agreement. Evaluation reports shall be made available to the Department upon request.

11. **Technical Assistance.** The AOC, upon request, shall provide technical assistance to the Department relative to the terms and conditions, policies and procedures governing this agreement, and shall assist in the gathering of data within the AOC's sole possession and control, but shall not be obligated to provide technical assistance in the performance of services provided under the agreement.

12. **Disputes.** Any dispute arising under the Agreement shall initially be decided by the Director of the AOC Juvenile Services Division, who serves as the administrator of the agreement. Pending the final decision of a dispute hereunder, the Department shall proceed diligently with the performance of the Agreement in accordance with their decision.

13. **Applicable Law.** The laws and regulations of the state of Arizona shall govern the rights of the parties, the performance of this contract, and any disputes thereunder. The Department shall comply with the applicable sections of all state and federal laws related to non-discrimination, equal access to employment opportunities, undue influence, and conflicts of interest under A.R.S. § 38-511.

14. **Assignments and Subcontracts.** No rights or obligations under this Agreement shall be assigned, delegated, or subcontracted, in whole or in part, without the prior written approval of the AOC.

15. **Amendments and Waivers.** Amendments to the Agreement shall be in writing and shall be signed by all parties to the Agreement. To the extent that any amendments to the Agreement conflict with the basic terms and conditions of the Agreement, the amendments shall control the interpretation of the Agreement. No condition or requirement contained in or made a part of the Agreement shall be waived or modified without a written amendment to the Agreement.

16. **Non-discrimination.** The parties shall comply with Title VII of the Civil Rights Act of 1964, as amended, the age discrimination in employment act, and State Executive Order No. 99-4 which mandates that all persons, regardless of race, color, religion, sex, age, national origin, or political affiliation, shall have equal access to employment opportunities. The parties shall also comply with the Rehabilitation Act of 1973, as amended, which prohibits discrimination in the employment or advancement in employment of qualified persons because of physical or mental handicap, and the Americans with Disabilities Act. In accordance with ARS § 41-1461, et seq, the Contractor shall provide equal employment opportunities for all persons, regardless of race, color, creed, religion, sex, age, national origin, disability, or political affiliation.

17. **E-Verify.** In accordance with ARS § 41-4401, the Department warrants compliance with all federal immigration laws and regulations relating to employees and warrants its compliance with AAC Section A.R.S. § 23-214, Subsection A.

COCHISE COUNTY
PROBATION DEPARTMENT

ARIZONA SUPREME COURT
ADMINISTRATIVE OFFICE OF THE COURTS

By _____

By _____

Title _____

Title Deputy Director

Date _____

Date _____