

Arizona Supreme Court
Administrative Office of the Courts

TITLE IV-E SERVICE AGREEMENT

Fiscal Years 2014 – 2015

This 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, 2015.
2. **Extension of Term.** The Service Agreement may be extended beyond the basic term by mutual agreement of the parties up to (3) three additional years for an aggregate of (5) five 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 60 days prior to the expiration of the Service Agreement term or any subsequent extension. If both parties agree, any extension shall be effected 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 Service Agreement defines the duties of the parties required to comply with the Interagency Service Agreement (ISA) between the Department of Economic Security (DES) and AOC and with Title IV-B and IV-E of the Social Security Act (Public Law 96-272 and Public Law 105-89) in order for the AOC to obtain federal reimbursement for allowable expenses for juveniles in out of home placement in delinquency cases. The parties to this agreement shall submit the necessary documentation to obtain federal reimbursement, when possible for expenditures it makes for juvenile treatment services. The Title IV-E funds obtained under the 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 Title IV-E revenue. This agreement and the ISA between DES and the AOC have been entered so that Arizona's children may have the benefit of improved social services and case outcomes in the areas of safety, permanency and child and family well being, consistent with federal child welfare goals. This agreement applies only to those cases for which Title IV-E reimbursement will be claimed to the AOC and for which corresponding Title IV-B requirements must be met.

The AOC administers funds, programs and services for juveniles under the jurisdiction of the court. The Juvenile Probation Department provides services to Arizona's children and demonstrates placement care and control 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. Prior to implementation, develop in collaboration with the AOC Title IV-E Specialist, a IV-E Operational Plan outlining and diagramming in detail all steps necessary to comply with IV-B, IV-E and ISA requirements in the context of delinquency cases for which Title IV-E reimbursement will be claimed to the AOC for initial approval and, upon request, with any modifications needed following a federal IV-E audit and/or Child and Family Services Review (CFSR). The goals of the Operational Plan are to facilitate an understanding of each Department's unique processes, to outline methods to meet Title IV-E and IV-B requirements and to work collaboratively to identify needs for technical assistance. This plan shall also address the monitoring and tracking of Title IV-B/E requirements, in addition to monetary and budgetary objectives to use the reimbursements to be allocated for services and programs for juveniles and their families. The AOC will review the Operational Plan, prior to implementation and upon Service Agreement extension or renewal.

ii. Gather and enter all client and financial information into the DES CHILDS computer system to assist with eligibility determination. Review and update all client and financial information into the DES CHILDS computer system in order to ensure eligibility for the duration of the case.

iii. Track, monitor and document case specific information for entry into CHILDS and reporting to the AOC that may impact client initial and continuing eligibility; i.e. changes in placement, runaway, detention, involvement/status of the parents/guardian/home. In accordance with Title IV-E and Title IV-B requirements the Department shall monitor the following items:

- a. Title IV-E criteria and timeline requirements for eligibility determination
- b. Ongoing timelines for judicial findings
- c. Case planning and outcomes
- d. Family/client activity, accomplishments and needs pertaining to permanency goals, barriers and the return of the child to the home
- e. Case-specific information for federal review purposes
- f. Placement care and control activities
- g. Integration and synthesis of case-specific information from providers, court, youth and family
- h. Data/information from initial and ongoing interviews with juvenile and parents/guardians are included in case reviews and updates
- i. Oversight of the accomplishments of the case plan and subsequent return of the child to the home
- j. Periodic reviews of client/family achievement of case plan goals
- k. Probation contacts with juvenile, their families and the provider
- l. Information required for the federally-mandated Adoption and Foster Care Analysis and Reporting System (AFCARS)

- m. Any other information necessary to establish meeting the federal requirements
- iv. Document that return to the home is "contrary to the welfare" of the juvenile to permit a judicial finding to that effect in the first court order when the youth is placed out of the home, including a detention order.
- v. Make "reasonable efforts" to prevent removal to permit a judicial finding to that effect to be made within 60 days of removal from the home.
- vi. Create a case /permanency plan that addresses the requirements of Title IV-E and Title IV-B.
- vii. Insure accuracy of case-specific data provided to the AOC.
- viii. In order to maintain updates to the case tracking system ensure that data/information submitted to the AOC is timely, accurate and in compliance with standards and format set by the AOC and as agreed upon by the parties in advance of implementation.
- ix. 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.
- x. Cooperate with inspections and monitoring pursuant to Paragraph 9 of this agreement.
- xi. Bear all local expenses required to implement the IV-E program with the exception of those expenses attributed to the AOC.
- xii. Maintain financial reserves to ensure sufficient funds are available in the event of an audit where refund to the federal government is identified, as a result of maintenance and administrative costs that were improperly claimed.
- xiii. Provide monthly finance information to the AOC on the personnel costs for staff working directly on the Title IV-E project through notations on the Monthly Financial Reports submitted to the AOC Finance Office.
- xiv. Comply with all applicable statutes, regulations, rules, codes, policies, procedures, or standards of the State of Arizona, federal government, Arizona Supreme Court, AOC and DES that are related to Title IV-E and Title IV-B requirements.
- xv. Bear the legal costs of any administrative or judicial appeal of a DHHS decision concerning Title IV-E that is requested or initiated by the Department.

xvi. Abide by AOC, DES, Arizona State Statutes, Court Rule, and federal requirements restricting use or disclosure of confidential information concerning individuals assisted under the Title IV-E state plan.

xvii. Promulgate policy restricting the use or disclosure of confidential information concerning individuals assisted under the Title IV-E State Plan and DES policy.

xviii. Review and approve in a timely manner monthly Administrative Time Study sheets prior to submission to the AOC.

xix. Review/approve maintenance claim forms prior to final submission by AOC to DES.

b. The AOC shall:

i. Establish requirements for claiming Federal Financial Participation (FFP) consistent with the ISA with DES and Federal law.

ii. Provide technical assistance with the development of the Department's Title IV-E/B operational plan. AOC will review the plan submitted by the Department prior to implementation.

iii. Make administrative, maintenance, and training reimbursement claims and credit payments to each Department quarterly, after verifying each claim. There will be no concomitant reduction of JPSF funds as a result of any such quarterly 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 CHILDS. 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 DES
- c. On-going client and financial eligibility information gathering, updating and submission to DES
- 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. Demonstration that data/information from initial and ongoing interviews with juvenile and parents/guardians are included in case reviews and updates
- g. Demonstration of placement care and control activities

- h. Oversight of each juvenile's accomplishments of the case plan and subsequent return of the youth to the home
- i. Periodic reviews of client/family achievement of case plan goals
- j. Probation contacts with juvenile, their families and the provider
- k. Any other information necessary to establish meeting the federal requirements

v. Provide written quality assurance reports to the Department following all formal monitoring visits and reviews.

vi. Have the discretion to withhold Title IV-E funds allocated to the Department for an agreed upon period necessary to recoup the amount required to be repaid as a result of a federal audit of the Title IV-E program or a finding of an ineligible case at the local level.

vii. Complete an addendum A to the Juvenile Probation Services Fund (JPSF) with the Department to fund a position or portion of a position responsible for implementing the Title IV-B/E requirements at the local juvenile court level. The JPSF funding allocation shall be reduced accordingly. After twenty-four (24) months of funding, the Department assumes position funding and JPSF monies will be returned to the Department's allocation, as necessary. Any administrative reimbursement will be credited to the counties for operational reimbursement.

viii. Provide technical assistance to counties in conjunction with DES to maximize the reimbursement of administrative costs to the Department, including the option of contracting with consultants who can assist the department in doing this in the most cost effective and timely manner possible.

ix. Provide technical assistance on safeguards for restricting use or disclosure of confidential information.

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 IV-E monies received by the AOC based on claims filed on behalf of the departments 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 quarterly to the Department, in an amount equal to the amount of reimbursement received by AOC on the behalf of the Department during that quarter. Title IV-E Maintenance funds are intended to supplement, not supplant a Department's JPSF allocation.

ii. Administrative and Training reimbursements will be disbursed quarterly to the Department, in an amount equal to the amount of reimbursement received by AOC on the behalf of the Department during that quarter.

7. **Books and Records.**

a. Financial Records and Examination. Department 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 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. AOC agrees to maintain and provide to DES such data and statistics as may be required for purposes of evaluation. 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 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.** AOC may, at its expense, evaluate any services provided for under this agreement by the Department and may assess 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 local juvenile court upon request.

11. **Technical Assistance.** AOC, upon request, shall provide technical assistance to the local probation 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 agreement administrator, the Director of the AOC Juvenile Services Division. Pending the final decision of a dispute hereunder, Department shall proceed diligently with the performance of the Contract in accordance with the agreement administrator's 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. 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 Court.

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 are in 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.

17. **Compliance with the Arizona Legal Workers Act, A.R.S. §41-4401.**

a. The Department warrants compliance with all Federal immigration laws and regulations relating to employees and warrants its compliance with A.R.S. § 23-214(A). (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 program."). If this compliance requirement disqualifies any of Contractor's key personnel or individuals working at the direction of Contractor and no acceptable alternative is provided the Court may terminate this contract.

b. A breach of a warranty regarding compliance under subparagraph A shall be deemed a material breach of the agreement that is subject to penalties up to and including termination of the contract.

c. The AOC retains the legal right to audit and inspect the papers of any of the department's employee or subcontractor's employee who works on the agreement to ensure that the Department's personnel and any person working at the direction of the Department is complying with the warranty under subparagraph A.

18. **Scrutinized Business Operations.** Pursuant to A.R.S. § 35-391.06 and 35-393.06, the Department certifies that it does not have a scrutinized business operation in Sudan or Iran. For the purpose of this Section the term "scrutinized business operations" shall have the meanings set forth in A.R.S. § 35-391 or and 35-393, as applicable. If the AOC determines that the Department submitted a false certification, the AOC may impose remedies as provided by law including cancellation or termination of this Agreement.

COCHISE COUNTY
PROBATION DEPARTMENT

ARIZONA SUPREME COURT
ADMINISTRATIVE OFFICE OF THE COURTS

By 
Delcv G. Scull
Title Director
Date 7/12/13

By 
Title DEPUTY DIRECTOR
Date 7/2/13