

**INTERAGENCY AGREEMENT IAA18071  
BETWEEN  
WASHINGTON STATE ADMINISTRATIVE OFFICE OF THE COURTS  
AND  
PEND OREILLE JUVENILE COURT  
FOR THE  
SUPPORT OF CASA PROGRAMS**

**THIS AGREEMENT** is made and entered into by and between the State of Washington Administrative Office of the Courts (AOC), and Pend Oreille Juvenile Court (COURT).

**IT IS THE PURPOSE OF THIS AGREEMENT** for the COURT to increase the number of children served by court-appointed special advocates (CASAs) in dependency matters or to reduce the average caseload of volunteers to recommended CASA standards.

Funds received by the COURT under this Agreement may only be used to supplement, not supplant, any other local, state or federal funds received by the COURT.

**STATEMENT OF WORK**

The COURT shall furnish the necessary personnel, equipment, material and/or service(s) and otherwise do all things necessary for or incidental to the performance of managing a CASA program to serve juvenile dependency cases. The COURT will ensure that the CASA program and CASA volunteers comply with the statutory requirements contained in RCW 13.34.100 -107. The COURT will submit reports to AOC detailing information about the number of children served and the number of volunteers. The format of the report will be that provided in **Exhibit C**.

**Reporting schedule:**

Period	Report Due
07/01/17 - 12/31/17	01/31/18
01/01/18 - 06/30/18	07/31/18

Failure to submit a report by the due date may adversely affect state funding of the CASA program.

If you have questions, please contact AOC Program Manager Sondra Hahn at [Sondra.Hahn@courts.wa.gov](mailto:Sondra.Hahn@courts.wa.gov) or (360) 705-5276.

**PERIOD OF PERFORMANCE**

The execution of this Agreement shall constitute a ratification of an earlier verbal agreement between the parties that is now set forth in writing. Accordingly, the beginning date of performance under this Agreement is July 1, 2017 regardless of the date of execution and it shall end on June 30, 2018, except for any remaining obligations of the COURT as may exist or if terminated sooner as provided in this Agreement.

**PAYMENT**

Compensation for the work provided in accordance with this Agreement has been established under the terms of RCW 39.34.130. The parties have determined that the cost of accomplishing the work herein will not exceed \$41,530. Payment for satisfactory performance

of the work shall not exceed this amount unless the parties mutually agree to a higher amount in writing, except as governed by the REVENUE SHARING section of this Agreement. The COURT shall maintain sufficient backup documentation of direct costs under this Agreement. Costs will be reimbursed pursuant to CASA Cost Guidelines (Exhibit A).

Allocated administrative court costs must be applied at a rate that is set forth and supported by documented internal administrative rate plan that has been approved by the designated authority at the Superior Court and is readily accessible for review by AOC or the State Auditor.

#### **BILLING PROCEDURE**

The COURT shall submit monthly invoices on properly-completed Washington State form A-19 to:

AOC Financial Services  
PO Box 41172  
Olympia, Washington 98504-1172

Payment to the COURT for approved and completed work will be made by warrant or account transfer by AOC within 30 days of receipt of both properly-completed invoices and the detailed information outlined in **Exhibit B**. Upon expiration of the Agreement, any claim for payment not already made shall be submitted within 30 days after the expiration date or the end of the fiscal year, whichever is earlier.

#### **REVENUE SHARING**

AOC, in its sole discretion and upon notice, may reallocate funding among state funded CASA programs. If it appears the COURT may not expend the maximum contract amount, AOC may reduce the maximum contract amount. AOC may increase the maximum contract amount if additional funds become available through this revenue sharing program.

#### **RECORDS MAINTENANCE**

The parties to this Agreement shall each maintain books, records, documents and other evidence which sufficiently and properly reflect all direct and indirect costs expended by either party in the performance of the service(s) described herein. These records shall be subject to inspection, review or audit by personnel of both parties, other personnel duly authorized by either party, the Office of the State Auditor, and federal officials so authorized by law. All books, records, documents, and other material relevant to this Agreement will be retained for six years after expiration of the Agreement and the Office of the State Auditor, federal auditors, and any persons duly authorized by the parties shall have full access and the right to examine any of these materials during this period.

Records and other documents, in any medium, furnished by one party to this Agreement to the other party, will remain the property of the furnishing party, unless otherwise agreed. The receiving party will not disclose or make available this material to any third parties without first giving notice to the furnishing party and giving it a reasonable opportunity to respond. EXCEPT THAT CASA Bi-Annual Reports will be distributed to Washington State CASA. Each party will utilize reasonable security procedures and protections to assure that records and documents provided by the other party are not erroneously disclosed to third parties.

## **BACKGROUND CHECKS**

The **COURT** shall:

- Ensure a criminal background check has been completed for all employees, CASA Volunteers, and subcontractors who have access to children, prior to any access under this agreement;
- Based on the results from the criminal background check, determine each employee, CASA Volunteer, and subcontractor is suitable for access to children;
- Follow the AOC process, provided by the AOC Program Manager, for processing background checks.

The **AOC** will:

- Pay for CASA Volunteer criminal background checks.
- Provide CASA funding.

## **RIGHTS IN DATA**

Unless otherwise provided, data which originates from this Agreement shall be "works for hire" as defined by the U.S. Copyright Act of 1976 and shall be owned by AOC. Data shall include, but not be limited to, reports, documents, pamphlets, advertisements, books, magazines, surveys, studies, computer programs, films, tapes, video and/or sound reproductions. Ownership includes the right to copyright, patent, register, and the ability to transfer these rights.

## **INDEPENDENT CAPACITY**

The employees or agents of each party who are engaged in the performance of this Agreement shall continue to be employees or agents of that party and shall not be considered for any purpose to be employees or agents of the other party.

## **AGREEMENT ALTERATIONS AND AMENDMENTS**

This Agreement may be amended by mutual agreement of the parties. Such amendments shall not be binding unless they are in writing and signed by personnel authorized to bind each of the parties.

## **TERMINATION FOR CONVENIENCE**

Except as otherwise provided in this Agreement, either party may terminate this Agreement by providing written notice of such termination to the other party specifying the effective date thereof, at least five (5) calendar days prior to such date. If this contract is so terminated, the AOC shall be liable only for payment for work completed and accepted prior to the effective date of termination.

## **TERMINATION FOR CAUSE**

If for any cause, either party does not fulfill in a timely and proper manner its obligations under this Agreement, or if either party violates any of these terms and conditions, the aggrieved party will give the other party written notice of such failure or violation. The responsible party will be given the opportunity to correct the violation or failure within 15 working days. If failure or violation is not corrected, this Agreement may be terminated immediately by written notice of the aggrieved party to the other.

## **DISPUTES**

In the event that a dispute arises under this Agreement, it shall be determined by a Dispute Board in the following manner: Each party to this Agreement shall appoint one member to the Dispute Board. The members so appointed shall jointly appoint an additional member to the Dispute Board. The Dispute Board shall review the facts, agreement terms and applicable statutes and rules and make a determination of the dispute. The determination of the Dispute Board shall be final and binding on the parties.

## **GOVERNANCE**

This Agreement is entered into pursuant to and under the authority granted by the laws of the state of Washington and any applicable federal laws. The provisions of this Agreement shall be construed to conform to those laws.

In the event of an inconsistency in the terms of this Agreement, or between its terms and any applicable statute or rule, the inconsistency shall be resolved by giving precedence in the following order:

- a. Applicable state and federal statutes and rules;
- b. Statement of work; and
- c. Any other provisions of the Agreement, including materials incorporated by reference.

## **ASSIGNMENT**

The work to be provided under this Agreement, and any claim arising thereunder, is not assignable or delegable by either party in whole or in part, without the express prior written consent of the other party, which consent shall not be unreasonably withheld.

## **WAIVER**

A failure by either party to exercise its rights under this Agreement shall not preclude that party from subsequent exercise of such rights and shall not constitute a waiver of any other rights under this Agreement unless stated to be such in a writing signed by an authorized representative of the party and attached to the original Agreement.

## **SEVERABILITY**

If any provision of this Agreement or any provision of any document incorporated by reference shall be held invalid, such invalidity shall not affect the other provisions of this Agreement which can be given effect without the invalid provision, if such remainder conforms to the requirements of applicable law and the fundamental purpose of this agreement, and to this end the provisions of this Agreement are declared to be severable.

## **SAVINGS**

In the event funding from state, federal, or other sources is withdrawn, reduced, or limited in any way after the effective date of this Agreement and prior to normal completion, the AOC may terminate the Agreement under the "Termination for Convenience" clause, without the five day notice requirement, subject to renegotiation under those new funding limitations and conditions. AOC, at its discretion, may also elect to amend the Agreement to reflect a budget reduction without terminating the contract if all parties agree to the amendment.

## **COUNTERPARTS**

Each party agrees that a facsimile (FAX) or scanned transmission of any original document shall have the same effect as the original. Any signature required on an original shall be completed and sent to the other party, as applicable, when a scanned or facsimile copy has



been signed. The parties agree that signed facsimile or scanned copies of documents shall be given full effect as if an original.

**ENTIRE AGREEMENT**

This Agreement contains all the terms and conditions agreed upon by the parties. No other understandings, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or to bind any of the parties.

**CONTRACT MANAGEMENT**

The program manager for each of the parties shall be responsible for and shall be the contact person for all communications and billings regarding the performance of this Agreement:

<b>AOC Program Manager:</b>	<b>Contractor Program Manager:</b>
Sondra Hahn Court Association Coordinator PO Box 41170 Olympia, WA 98504-1170 sondra.hahn@courts.wa.gov 360 705-5276	Cathleen Kintner-Christie Tribal Court Administrator PO Box 96 Usk, WA 99180-0096 ckintner@kalispeltribe.com 509-445-1664

AGREED:

Administrative Office of the Courts

Pend Oreille Juvenile Court

	11/30/17		11-13-17
Signature	Date	Signature	Date
Callie Dietz		Karen Skoog	
Name		Name	
Administrator, AOC		Chair, Board of County Commissioners	
Title		Title	

**EXHIBIT A**  
**CASA COST GUIDELINES**

**A. PURPOSE and SCOPE**

This document establishes the allowable cost guidelines for CASA reimbursements. It also sets forth the required documentation needed to support a reimbursement request. This supporting documentation needs to be retained at the local level and should not be submitted to AOC.

**B. GENERAL**

The legislature has previously stated that CASA funds are provided solely for court-appointed special advocate programs in dependency matters. The guidelines take into consideration the financial needs of a court working with court-appointed special advocates in dependency cases. These guidelines recognize the restrictions placed on CASA reimbursements and attempts to identify those costs that can and cannot be reimbursed.

**C. ROLES AND RESPONSIBILITIES**

**1. Court Project Manager**

- Person designated by the court to manage the CASA contract according to its terms including report preparation, scope of work, and performance
- Submits invoices, and other required documentation in an accurate and timely manner
- Keeps all supporting documentation for audit purposes for at least six years after contract expires

**2. AOC Project Manager**

- Acts as central contact with the court
- Oversees distribution of funds
- Approves invoices and submitted supporting documentation for CASA reimbursement
- Responds to cost and budget questions from the courts
- Reviews all reports required under the CASA agreement

**3. Management Services Director**

- Resolves policy and procedural issues related to CASA funding

#### **4. AOC Comptroller**

- Determines CASA annual fund allocation based on monies received from the legislature
- Periodically audits Courts to ensure reimbursement requests are supported

#### **5. Contract Manager**

- Drafts, reviews, and approves CASA agreements
- Answers questions regarding compliance with the agreements
- Provides advice on interpretation of agreement

#### **6. State Auditor**

- Audits Courts and AOC for compliance with CASA.

### **D. ALLOWABLE COSTS AND SUPPORTING DOCUMENTATION**

#### **1. Staff/FTE (salaries and benefits)**

- Payroll record/time and attendance records related to the CASA program. If employee is not assigned fulltime to working with the CASA program then compensation reimbursement must be proportioned to the amount of time the employee works with the CASA program and must be documented by time and attendance records. NOTE: This does not mean that timesheets must be completed to track the time spent on CASA. Document the process for determining the amount of time the person(s) spend on CASA duties. For example, keep track of time for at least a week and then determine the percentage to be charged.

#### **2. Professional Services**

- General - Detailed vendor invoice to include detailed description of work performed, contract number, hours and hourly rate or time and attendance cards must be kept locally. All work must be related to the CASA program and invoice must be approved by authorizing authority (i.e. county court administrator or his or her delegate) before inclusion in reimbursement request. However, these documents do not need to accompany the invoice to AOC. They should be readily available for audit purposes.
- Attorney – Invoice must identify the specific CASA case for which reimbursement is requested, hours worked, and the hourly rate that was charged. Reimbursement is only for the legal representation of the CASA volunteer with regard to a specific case. There is no CASA reimbursement for representation of a minor child. If the CASA volunteer

has legal representation there must be a court order that: (1) states the need for the representation; and (2) identifies the attorney being appointed to represent the CASA volunteer. These documents do not need to accompany the invoice to AOC. They should be readily available for audit purposes.

### **3. Goods**

- Supplies
  - Actual Costs - Supplies should be necessary for CASA program and may include consumable supplies. Vendor invoices should be kept locally for audit purposes.
  - Costs Allocated by Internal Administrative Rate - Supplies may be allocated, but an internal administrative rate must be documented and approved by the county court administrator. This internal administrative rate must be documented with the formula used to determine the rate. Documentation must be on file and available to AOC and State Auditor. The vendor invoices must also be on file locally.

### **4. Equipment**

- Actual Costs – Reimbursement request does not need to include the vendor invoice if directly related to the CASA program; however, it must be kept locally. Any major purchase must be approved by AOC Project Manager prior to purchase. Major purchase is defined as purchase of an item where the cost is greater than \$500 or where the service/maintenance period on the equipment is greater than one year and could exceed \$500 in total maintenance costs. Vehicle and other high cost items are not allowable purchases.
- Costs Allocated by an Internal Administrative Rate – Equipment costs may be allocated, but reimbursement request must be documented by an internal administrative rate specific to the Court and approved by the court administrator. The internal administrative rate documentation must be on file and available to AOC and State Auditor. The vendor invoice must also be on file.

### **5. Training**

- Reimbursement for attending the annual Washington State CASA and Children's Justice conferences. Any other paid training program where attendee is seeking reimbursement must be approved by the AOC Project Manager in advance of the training.

## 6. Travel

- Travel/Expense Vouchers from staff or volunteers for travel expense reimbursement for child, witness, parent or other interviews related to a case filed with the court to which volunteer or CASA staff was assigned. CASA staff or CASA volunteer may also be reimbursed for travel to and from the Washington State CASA or the Children's Justice conferences. Travel expenses to any other training programs must be pre-approved by AOC Project Manager.
  - Supporting Documentation –Travel reimbursement requests must be kept locally for audit purposes.
  - All travel expenses must be within the travel costs permitted by the AOC at the time of travel.

# CASA MONTHLY DETAIL REPORT

## EXHIBIT B

Administrative Office of the Courts  
(submit monthly with A-19 invoice)

COURT: \_\_\_\_\_

MONTH/YEAR: \_\_\_\_\_

### ADMINISTRATIVE

Computer Set-Up

CASA Membership Dues

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Total \$ \_\_\_\_\_ -

### STAFF/FTE

Salaries

Benefits

\_\_\_\_\_  
\_\_\_\_\_

Total \$ \_\_\_\_\_ -

### CONTRACTS/ SERVICE DELIVERY

Advertising

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Total \$ \_\_\_\_\_ -

### GOODS/SERVICES

- Supplies

- Communication (Telephone/Postage)

- Other (Computer/Licenses)

\_\_\_\_\_  
\_\_\_\_\_

Total \$ \_\_\_\_\_ -

### TRAVEL

- Mileage

- Per Diem

- Other (4 Registrations: Justice Conf)

\_\_\_\_\_  
\_\_\_\_\_

Total \$ \_\_\_\_\_ -

### GRAND TOTAL

\$ \_\_\_\_\_ -

# CASA Bi-Annual Report to AOC

<b>Court/Program Name:</b>	
<b>Contract Number:</b>	
<b>Reporting Period:</b> (i.e. Jan-June or July-Dec 20XX)	
<b>Person Reporting:</b>	
<b>Email:</b>	
<b>Phone:</b>	
<b>Today's Date:</b>	

Filing Data	
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A. Number of dependency petitions filed during the reporting period.	
B. Number of children with a dependency petition filed during the reporting period who were appointed a CASA.	
C. Number of children with a dependency petition filed during the reporting period who were appointed a staff or compensated GAL.	
D. Number of children with a dependency petition filed during the reporting period who were appointed an attorney.	
E. Number of children with a dependency petition filed during the reporting period without representation.	

Cumulative Data	
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A. Total number of children with a CASA at the beginning of the reporting period.	
B. Total number of children with a CASA at the beginning of the reporting period.	
C. Total number of children with a staff or compensated GAL at the beginning of the reporting period.	
D. Total number of children with a staff or compensated GAL at the end of the reporting period.	
E. Total number of children with an attorney.	
F. Total number of children with an attorney at the end of the reporting period.	
G. Total number of children without any representation at the beginning of the reporting period.	
H. Total number of children without any representation at the end of the reporting period.	

Fiscal and Staff Data	
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A. % of total program budget supported by state funds (excluding federal court improvement funds).	
B. % of total program budget supported by county funds (maintenance of effort).	
C. Number of Program Managers and or volunteer coordinators.	
D. Number of Administrative Staff.	
E. Number of Active Volunteers.	

Return completed report to [sondra.hahn@courts.wa.gov](mailto:sondra.hahn@courts.wa.gov), fax 360-956-5700