

**INTERAGENCY AGREEMENT IAA15030
BETWEEN
STATE OF WASHINGTON
ADMINISTRATIVE OFFICE OF THE COURTS
AND
PACIFIC/WAHKIAKUM COUNTY JUVENILE COURT
FOR
BECCA PROGRAMS AND SERVICES**

THIS CONTRACT is entered into by and between the Administrative Office of the Courts (“AOC”) and Pacific/Wahkiakum County Juvenile Court (“Contractor”).

PURPOSE

The purpose of this contract is to engage the services of the Contractor to process Truancy, At Risk Youth and Child in Need of Services (Becca) programs and services within its jurisdiction and according to the intent of the Becca legislation chapter 13.32A RCW.

DESCRIPTION OF SERVICES TO BE PROVIDED

The Contractor will handle Truancy, At Risk Youth (ARY) and Child in Need of Services (CHINS) programs within the Contractor’s jurisdiction pursuant to chapter 13.32A, RCW.

The Contractor shall submit summary reports to AOC documenting Becca activities. These reports shall provide both the number of petitions and the actual cost of processing such petitions, broken down as follows:

- a. CHINS petitions;
- b. ARY petitions; and,
- c. Truancy petitions.

The Becca Bi-Annual Report to the Administrative Office of the Courts shall be **submitted electronically**. The required form for bi-annual reporting, which is incorporated in this agreement, is located on the Inside Courts website under ‘Court Management’ at the link below.

<https://inside.courts.wa.gov/index.cfm?fa=controller.showPage&folder=courtResources&file=courtManagement>

- In the FORMS section, choose the Becca Bi-Annual Report.

Reporting schedule:

Period	Report Due
07/01/14 - 12/31/14	01/12/15
01/01/15 - 06/30/15	07/12/15

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

If you have questions, please contact the AOC Program Manager Regina McDougall at regina.mcdougall@courts.wa.gov or (360) 705-5337

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, 2014 regardless of the date of execution and it shall end on June 30, 2015, except for any remaining obligations of the Contractor as may exist.

COMPENSATION

- a. Contractor shall be reimbursed a maximum of \$47,486.00 for costs incurred during the period of performance. 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.
- b. Contractor shall receive payment for actual costs (within the amount identified) which are associated with the processing of CHINS, ARY and Truancy petitions. Contractor shall use Exhibit A (attached and incorporated into this agreement) as a guide for determining what costs should be reimbursed.
- c. Contractor shall not be reimbursed until properly-completed monthly A-19 invoice and Becca Monthly Detail Report (see Exhibit B attached and incorporated into this agreement) is received and approved by AOC.
- d. If this agreement is terminated, Contractor shall only receive payment for performance rendered or costs incurred in accordance with the terms of this agreement prior to the effective date of termination.
- e. Contractor shall submit invoices to AOC monthly.
- f. Payment will be made by the AOC upon receipt of a properly-completed invoice detailing reimbursable expenses. Invoices are to be sent to Financial Services, Administrative Office of the Courts, P.O. Box 41170, Olympia, WA 98504. AOC will remit payment to the Contractor in a total amount not to exceed the value of this contract.
- g. Payments will be considered timely if made by the AOC within 30 days of receipt of a properly prepared invoice by the AOC or receipt of satisfactory services, whichever is later.
- h. Contractor shall maintain sufficient backup documentation of direct costs expenses under this agreement.
- i. Allocated administrative court costs must be applied at a rate that is set forth and supported by a 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.

REVENUE SHARING

AOC, in its sole discretion and upon notice, may reallocate funding among county Becca programs. If it appears Contractor 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.

OTHER PROVISIONS FOR SERVICES

- a. **Background Check/Criminal History**

In accordance with Chapters 388-700 WAC, 7205 RCW, and 43.20A RCW, the Contractor is required to conduct background check/criminal history clearance for all employees, subcontractors and/or volunteers who may or will have regular access to any client/juvenile, prior to any access under this agreement.

In addition, Contractor may be required to conduct background check/criminal history clearance for employees, subcontractors and/or volunteers who may or will have limited access to any client/juvenile, prior to any access under this agreement.

The Contractor shall, based on the results from the criminal background check, determine whether each employee, volunteer, and subcontractor is suitable for access to clients/juveniles;

Contractor shall affirmatively acknowledge that it has met these requirements and submit that acknowledgement to AOC. Contractor shall also document the background check/criminal history clearance process it employs.

b. Sexual Misconduct

Contractor shall ensure that all employees, subcontractors and/or volunteers are knowledgeable about the requirements of RCW 13.40.570 and of the crimes set forth in Chapter 9A.44 RCW, "Sexual Offenses."

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 this 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. 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.

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. This clause does not apply to the provisions of the REVENUE SHARING section in this agreement.

TERMINATION

a. Termination for Convenience

Except as otherwise provided in this contract, either party may terminate this contract by providing written notice of such termination to the other 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.

b. Termination for Cause

If 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 party.

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 hereto.

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:

1. Applicable state and federal statutes and rules;
2. This Agreement and the incorporated attachments

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.

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 contract and prior to normal completion, the AOC may terminate the contract under the "Termination for Convenience" clause, without the five day notice

BECCA COST GUIDELINES

A. PURPOSE AND SCOPE

This document establishes the allowable cost guidelines for Becca Bill program reimbursements. It also sets forth the documentation that must be submitted with each reimbursement request.

B. GENERAL

Allowable costs for Becca Bill programs are only those costs associated with "processing truancy, children in need of services, and at-risk youth petitions." See 2ESHB 1087 Section 113 2(a) and (b) (2011). Therefore, all Becca Bill program reimbursement requests must be directly related to the filing and processing of these petitions. Those costs unrelated to the cost of filing or processing petitions cannot be reimbursed under current legislation. This would include anything done in lieu of filing a petition, such as informal adjudications and treatments.

The guidelines below take into consideration the financial needs of a court processing Becca Bill cases and allows for reimbursement for expenses related to such processing. This document also recognizes the legislative restrictions placed on Becca Bill program reimbursements and attempts to clearly identify those costs that cannot be reimbursed.

C. ROLES AND RESPONSIBILITIES

1. Court Project Manager

- Designated by the court to manage the Becca Bill program reimbursement 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. Administrative Office of the Courts (AOC) Project Manager

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

3. Management Services Director

- Resolves policy and procedural issues related to Becca Bill program funding.

4. AOC Comptroller

- Determines Becca Bill program annual fund allocation based on monies received from the legislature.
- Periodically audits courts to ensure reimbursement requests are supported as required.

5. Contract Manager

- Drafts, reviews, and approves Becca Bill program agreements.
- Answers questions regarding compliance with the agreements.
- Provides advice on interpretation of Becca Bill program agreements.

6. State Auditor

- Audits courts and AOC for compliance with Becca Bill program reimbursement guidelines.

D. ALLOWABLE COSTS AND SUPPORTING DOCUMENTATION

1. Staff/FTE (salaries and benefits)

- **Judicial Officer (i.e. commissioners, judges pro tempore)**

Reimbursement may be requested by submitting time records and dockets directly related to Becca Bill case processing. A judicial officer computation rate, to be used for all judicial officers hearing Becca Bill cases, will be supplied by AOC. If the judicial officer is an elected judge, reimbursement will be limited to one-half the elected judge's hourly salary. If the judicial officer is a commissioner, reimbursement will be at the actual cost.

- **Other court staff (e.g. clerks, Becca Aid Counselors, office staff)**

Reimbursement may be requested by submitting payroll records/time and attendance records directly related to the filing or processing of Becca Bill petitions. If an employee is not assigned full time to Becca Bill program cases, then reimbursement must be proportionate to the amount of time the employee processes Becca Bill cases and must be documented by time and attendance records.

2. Professional Services

- **General**

Itemized vendor invoices must include a detailed description of work performed, contract number, hours and hourly rate or time and attendance cards. All work must be related to processing filed Becca Bill cases and each invoice must be approved by the authorizing authority (i.e. county court administrator or his/her delegate) before inclusion in reimbursement request.

- **Defense Attorney**

Each invoice must identify the specific Becca Bill cases for which reimbursement is requested, hours worked, and the hourly rate that was charged.

- **Prosecutor**

Each invoice must include a breakdown of billable hours/rates working directly on filed Becca Bill cases. As an alternative, the invoice may be based on the cost to process each Becca petition. Such invoices must be accompanied by a statement of rationale and explanation of how the petition cost was determined.

3. Goods

- **Supplies**

- **Actual Costs**

Supplies must be identified as necessary for Becca Bill case processing and may include consumable supplies. Vendor invoices should accompany reimbursement requests, with copies kept by the court for audit purposes.

- **Costs Allocated by Internal Administrative Rate**

Supplies may be allocated, but an internal administrative rate must first be established and approved by the County Court Administrator. Documentation, which must be on file and available for the AOC and the State Auditor, shall include the internal administrative rate and the formula used to determine that rate. The vendor invoices must also be on file.

- **Equipment/Capital Outlay**

- **Actual Costs**

Vendor invoices directly related to Becca Bill programs and costs for equipment used solely for Becca case processing may be submitted. Any major purchase must be approved by the AOC Project Manager prior to purchase. A major purchase is defined as the purchase of an item with a cost greater than \$500, or where the service/maintenance period on the equipment is greater than one year and total maintenance costs could exceed \$500. Vehicles and other high cost items are not allowable purchases.

- **Costs Allocated by an Internal Administrative Rate**

Equipment may be allocated, but the reimbursement request must identify the formula used to determine the allocation and document the internal administrative rate which is specific to the court and has been approved by the court administrator. The internal administrative rate must be on file and available to AOC and the State Auditor. The vendor invoice must also be on file.

4. Training

- Reimbursement may be requested only for annual Becca Conference Training.

5. Travel

- **Reimbursement for Travel Expense**

Vouchers from staff or volunteers for travel to and from the annual Becca Conference and services related to Becca case processing may be submitted. Reimbursement may be requested for staff or volunteers working for Becca Bill programs and may include travel expense for child, witness, parent or other interviews **related to a case filed with the court** to which the volunteers or staff were assigned. All travel expenses must be within the travel costs permitted by the AOC at the time of travel.

- **Supporting Documentation**

- All travel reimbursement requests must be accompanied by a state travel expense voucher.

6. Detention

- **Reimbursement for Detention Costs**

Submit verification of detention days ordered and days served. The rate for detention costs cannot be billed at a daily rate higher than that charged to other courts purchasing beds, nor should the rate be higher than the "actual" daily detention costs. If billing occurs based on a daily rate, records of actual costs should be kept on file to substantiate daily rate. If a rate is used for billing, the rate calculation must accompany the billing.

BECCA MONTHLY DETAIL FORM

Exhibit B Report

Administrative Office of the Courts

(submit monthly with A-19 invoice)

COURT: _____

MONTH/YEAR: _____

STAFF/FTE

- Judicial officer salary & benefits
- Other court staff salary & benefits

_____ Total \$ _____ -

PROFESSIONAL SERVICES

- General vendor services
- Defense attorney
- Other (specify)

_____ Total \$ _____ -

GOODS

- Supplies
- Communication (Telephone/Postage)
- Other (Computer/Licenses)

_____ Total \$ _____ -

EQUIPMENT

- Computer Set-Up
- Other (specify)

_____ Total \$ _____ -

TRAINING

- Annual BECCA conference training only

_____ Total \$ _____ -

TRAVEL (to conference or in support of BECCA case processing)

- Mileage
- Per Diem

_____ Total \$ _____ -

DETENTION

- Daily rate detention costs or actual costs

_____ Total \$ _____ -

GRAND TOTAL

\$ _____ -

