BOARD OF SUPERVISORS AGENDA ITEM REPORT
AWARDS / CONTRACTS / GRANTS

○ Award ○ Contract ◉ Grant

Requested Board Meeting Date: 11/02/2021

** = Mandatory, information must be provided*

or Procurement Director Award: ☐

***Contractor/Vendor Name/Grantor (DBA):**

US Department of Health & Human Services, Administration for Children & Families, Children's Bureau, passed through Administrative Office fo the Courts (AOC), Arizona Supreme Court

***Project Title/Description:**

Title IV-E Federal Foster Care Matching Funds

***Purpose:**

Federal child welfare policy provides funds to assist with foster care maintenance costs for Title IV-E eligible children, specifically covering state and local reimbursement to pay a percentage of the costs of attorneys representing eligible children and/or their parents. The ongoing grant agreement among AOC, AZ Department of Child Safety, and Pima County expanded to allow administrative costs to include reimbursement for caseworkers, investigators and other staff

***Procurement Method:**

This grant is not subject to Procurement rules.

***Program Goals/Predicted Outcomes:**

Supplement existing funding to expand, enhance, and develop parent and/or child representation including, but not limited to, hiring and/or contracting attorneys and social workers; meeting statutory time frames; improving attorney-client ratios; improving attorney abilities to manage dependency caseloads; increased rates for contract dependency attorneys; and training and education to enhance representation.

***Public Benefit:**

Pima County is entitled to claim a percentage of Title IV-E administrative costs of independent legal counsel in child dependency and parental rights termination cases. Federal policy helps to ensure, among other things, reasonable efforts are made to prevent removal and to finalize permanency plans and that parents and youth are engaged in and complying with case plans.

***Metrics Available to Measure Performance:**

Hiring and/or contracting additional attorneys and social workers; improved attorney-client ratios; increased rates for contract attorneys; completion of education and training; and meeting statutory time frames.

***Retroactive:**

Reimbursement of FY21 fourth quarter representation costs (incurred Apr 1-Jun 30 2021) was disbursed on October 6, 2021.

GMI Approved 10/15/21 RS

THE APPLICABLE SECTION(S) BELOW MUST BE COMPLETED

Click or tap the boxes to enter text. If not applicable, indicate "N/A". Make sure to complete mandatory (*) fields

Contract / Award Information

Document Type: _____ Department Code: _____ Contract Number (i.e., 15-123): _____

Commencement Date: _____ Termination Date: _____ Prior Contract Number (Synergen/CMS): _____

☐ Expense Amount $ _____* ☐ Revenue Amount: $ _____

***Funding Source(s) required:** _____

Funding from General Fund? ○ Yes ○ No If Yes $ _____ % _____

Contract is fully or partially funded with Federal Funds? ○ Yes ○ No

If Yes, is the Contract to a vendor or subrecipient? _____

Were insurance or indemnity clauses modified? ○ Yes ○ No

If Yes, attach Risk's approval.

Vendor is using a Social Security Number? ○ Yes ○ No

If Yes, attach the required form per Administrative Procedure 22-10.

Amendment / Revised Award Information

Document Type: _____ Department Code: _____ Contract Number (i.e., 15-123): _____

Amendment No.: _____ AMS Version No.: _____

Commencement Date: _____ New Termination Date: _____

Prior Contract No. (Synergen/CMS): _____

○ Expense ○ Revenue ○ Increase ○ Decrease Amount This Amendment: $ _____

Is there revenue included? ○ Yes ○ No If Yes $ _____

***Funding Source(s) required:** _____

Funding from General Fund? ○ Yes ○ No If Yes $ _____ % _____

Grant/Amendment Information (for grants acceptance and awards) ○ Award ◉ Amendment

Document Type: GTAM Department Code: PDS Grant Number (i.e., 15-123): 22-027

Commencement Date: 01/07/2019 Termination Date: ongoing Amendment Number: 6

☒ Match Amount: $ 931,057.49 budgeted required activity ☒ Revenue Amount: $ 182,851.93

***All Funding Source(s) required:** US Department of Health & Human Services, Administration for Children & Families, Children's Bureau

***Match funding from General Fund?** ◉ Yes ○ No If Yes $ **931,057.49** % _____

***Match funding from other sources?** ○ Yes ◉ No If Yes $ _____ % _____

***Funding Source:** _____

***If Federal funds are received, is funding coming directly from the Federal government or passed through other organization(s)?**

_____

Contact: Shelley Kroska, Legal Administrator

Department: Pima County Public Defense Services Telephone: (520) 724-6908

Department Director Signature: _____ Date: 10/12/21

Deputy County Administrator Signature: _____ Date: _____

County Administrator Signature: _____ Date: _____

ADDENDUM A

ARIZONA TITLE IV-E LEGAS PASS-THROUGH - FISCAL YEAR 2021
Pima County

Addendum date: 9/22/2021 **NOTE**: This addendum supersedes all previously dated addenda

TOTAL AMOUNT AWARDED: **$ 1,609,926.71**

SCHEDULED DISBURSEMENTS				
November 17, 2020	December 4, 2020	April 6, 2021	June 25, 2021	October 6, 2021
$ 431,037.49	$ 278,390.15	$ 325,574.72	$ 392,072.42	$ 182,851.93

DISBURSEMENT INFORMATION:

November 17, 2020: FY20 4TH QUARTER EXPENSE REIMBURSEMENTS (04/01/2020 - 06/30/2020)
December 14, 2020: FY21 1ST QUARTER EXPENSE REIMBURSEMENTS (07/01/2020 - 09/30/2020)
April 6, 2021: FY21 2ND QUARTER EXPENSE REIMBURSEMENTS (10/01/2020 - 12/31/2020)
June 25, 2021: FY21 3RD QUARTER EXPENSE REIMBURSEMENTS (01/01/2021 - 03/31/2021)
October 6, 2021: FY21 4TH QUARTER EXPENSE REIMBURSEMENTS (04/01/2021 - 06/30/2021)

Signed:

Caroline Lautt-Owens Digitally signed by Caroline Lautt-Owens
Date: 2021.09.23 10:24:48 -07'00'

Caroline Lautt-Owens, Director Date
Dependent Children's Services Division—Arizona Supreme Court

Signed:

Approved by signature - County Shelley Kroska, Legal Administrator Date
Pima County Public Defense Services

AOC Finance Office Receipt:

Fund Manager Date

PIMA COUNTY

PUBLIC DEFENSE SERVICES

MEMORANDUM

Date: 7/20/2020

To: Chuck Huckelberry
County Administrator

From: Dean Brault
PDS Director

Re: Title IV-E Funds

A change in Title IV-E of the Social Security Act now allows Pima County to claim federal matching funds to help pay the costs of attorneys representing certain children and their parents in child welfare legal proceedings, via the state. Before this change, federal matching funds were available to help pay for attorneys representing child welfare agencies, but not for children's or parents' attorneys.

The Interagency Agreement between the Arizona Department of Child Safety (DCS), the Arizona Supreme Court, Administrative Office of the Courts (AOC) and Pima County, states the County is allowed to receive partial reimbursement of allowable expenses incurred. While the attached Board of Supervisors Agenda Item Report lists a General Fund match amount, these are funds already budgeted and expended as statutorily required. No additional General Fund burden will be incurred by approving this grant.

cc: Board of Supervisors

Interagency Agreement Between
Arizona Department of Child Safety (DCS)
The Arizona Supreme Court, Administrative Office of the Courts (AOC)
and
Pima County

This Agreement is between the Arizona Department of Child Safety, (hereinafter referred to as DCS), The Arizona Supreme Court, Administrative Office of the Courts, (hereinafter referred to as AOC) and Pima County (hereinafter referred to as County).

1.0 TERM OF THE AGREEMENT

a. The term of this Agreement shall begin on the date of the last signature and shall continue until canceled.
b. Allowable costs incurred after calendar year 2019 must be invoiced, to the AOC, quarterly on the "Certification of Expenditure" form (Attachment A).
c. "Certification of Expenditure" forms for Quarters 1-3 must be submitted within 15 days following the end of each quarter; 4th Quarter "Certification of Expenditure" forms must be submitted within 45 days following the end of the 4th quarter State Fiscal Year.
d. An annual progress report, explaining how reimbursed funds were used and any system improvements achieved, must be submitted with the 4th quarter "Certification and Expenditure" form.
e. Allowable costs may be invoiced to cover expenditures beginning January 7, 2019. These costs shall be invoiced for 2019 in total on the "Certification of Expenditure - 2019" form (included as Attachment B) and submitted to the AOC no later than March 31, 2020.
f. The funding associated with this reimbursement is from Title IV-E Foster Care. CFDA. #93-658.

2.0 PARTIES

This Interagency Agreement is between DCS, AOC, and County.

3.0 PURPOSE

3.1. The purpose of this Agreement is to allow the County to receive partial reimbursement for expenses incurred for the legal representation of children and parents in dependency and termination cases, including appeals, pursuant to Title IV-E administration laws and regulations and the federal Children's Bureau Child Welfare Policy Manual. These expenditures shall include costs associated with the independent legal representation by an attorney, including an attorney Guardian Ad Litem, for a child who is a candidate for Title IV-E foster care or is in foster care to prepare for and participate in all stages of Dependency and/or Termination related proceedings, including appeals. Expenditures associated with the independent representation by an attorney, including an attorney Guardian Ad Litem, to prepare for and participate in all stages of Dependency and/or Termination related proceedings, including appeals, for the child's parents, are also included.

3.2. DCS, AOC and County agree that DCS shall facilitate Title IV-E Federal Financial Participation (FFP) to the County as partial reimbursement for allowable costs associated with the independent legal representation by an attorney, for a child who is a candidate for Title IV-E foster care or in foster care, and for his/her parent(s), to prepare and participate in all stages of Dependency and/or Termination proceedings, including appeals, contingent on the agreed upon responsibilities of all parties.

4.0 AUTHORITY

Authority for this Agreement is granted pursuant to the eligibility criteria of Title IV-E of the Social Security Act 42 U.S.C. § 673(a)(6); 45 CFR §1356.60(c); Section 474(a)(3); the Children's Bureau Child Welfare Policy Manual; A.R.S. § 35-148; and the Arizona DCS Title IV-E State Plan.

5.0 ALLOWABLE COSTS

Expenditures shall include costs associated with the independent legal representation by an attorney, for a child who is a candidate for Title IV-E foster care or in foster care and his/her parent(s), to prepare for and participate in all stages of Dependency and Termination, including appeals, and related proceedings. Allowable costs are limited to attorney and paralegal compensation and the administrative costs allocated to directly support the attorney representing eligible parents or children allowable under Title IV-E, including indirect expenses proportionally attributed to the representation provided. Costs associated with caseworkers, social workers, and services for these families are not eligible for reimbursement, however reimbursement funds may be expended for those and other services as allowed in section 7.1 (g).

6.0 DISALLOWED COSTS

6.1. In any disallowance or deferral action in which County is liable to DCS for the loss of funds, County shall be responsible for all legal fees against Title IV-E federal financial participation received by County and costs associated with the defense against the disallowance action. DCS shall cooperate with the County in defense of such action by providing or making available all related records and documents and by permitting DCS staff to provide technical assistance to County in preparing appropriate party defense, but DCS assumes no other liability for the defense of the disallowance.

6.2. DCS is entitled to recover all payments improperly made or made by error to County, are not supported by appropriate documents or records, or are disallowed in a state or federal audit. County is responsible for refunding the full amount of such payment upon a written request from DCS.

7.0 RESPONSIBILITY

7.1 County shall:

Assume all responsibility and liability for erroneous reporting of costs allowable or disallowable;

a. Establish agreements and/or contracts for legal services that support the Rules of Procedure for the Juvenile Court Rule 40.1, Duties and Responsibilities of Appointed Counsel and Guardians Ad Litem, and Rule 40.2, Duties and Responsibilities of Appointed Counsel for Parent Representation;

b. Send a completed and signed "Certification of Expenditures" form, authorized by DCS, along with a report of the number of attorneys, the number of cases and the per attorney caseload for all attorneys representing children and parents related to abuse and neglect

cases, to the AOC within 15 calendar days following the end of the first, second and third quarter. The 4th quarter "Certification and Expenditures" form, along with an annual progress report, is due to the AOC no later than 45 days following the end of the State Fiscal Year. A copy of the authorized "Certification of Expenditures" form is included herein as Attachment A;

c. Be responsible for the non-federal share requirement;

d. Retain administrative fiscal records that substantiate costs invoiced under this Agreement;

e. Make available to DCS, upon written request, all documents supporting the expenditures and claims identified in the "Certification of Expenditures" form, excluding attorney work product and confidential information.

f. County shall utilize at least 75% of the monies acquired through Title IV-E reimbursement to supplement and not supplant existing funding for parent and/or child representation through expanding, enhancing or developing initiatives such as, but not limited to:

1. Preventing dependency filings without jeopardizing child safety;
2. Implementing a Parent Mentoring Program;
3. Meeting timeframes mandated by the Arizona Revised Statutes, Title 8, Chapter 4, Articles 4, 5, 8, 9, 10 and 11, as well as all applicable Court Rules;
4. Enhancing representation through training and education;
5. Improving the ability of attorneys to manage their dependency case load;
6. Improving attorney-client ratios;
7. Establishing models that bring together attorneys, social workers and parent advocates to form interdisciplinary representation teams.

g. Provide DCS an anticipated projection of allowable costs by June 1st, to be claimed the following state fiscal year. The actual transfer amount will depend on the County expenditures that qualify for FFP under Title IV-E.

7.2 AOC Shall:

a. Complete and submit to DCS the "Certification of Expenditures" form with the aggregate of all County reported expenditures for the previous quarter no later than 45 days after the end of each quarter.

b. Complete and submit to DCS the 4th Quarter "Certification of Expenditures" form no later than 90 days following the end of the calendar;

c. Disburse funds to County upon receiving the Title IV-E reimbursement funds from DCS.

7.3 DCS Shall:

a. Apply the Arizona DCS Title IV-E penetration rate (% Title IV-E eligible children) to the total county expenditures and claim 50% FFP administrative reimbursement, upon receipt of a "Certification of Expenditures" form;

b. Disburse, to AOC the County's share of the Federal Title IV-E reimbursement via an AFIS transfer, upon receiving the Federal Title IV-E reimbursement funds;

c. Provide technical support and direction on Federal Title IV-E policy. Track, report and ensure timely transfer of IV-E Federal Reimbursement to AOC;

d. Provide Arizona Population Factor Percentage applied for reimbursement;

e. Retain no more than $25,000 annually for the administrative expenses associated with processing claims.

8.0 CONFIDENTIALITY

All parties agree that client information will be kept confidential and will be treated confidentially consistent with applicable state and federal law, including Title IV-E confidentiality requirements, court rules, and Rules of Professional Responsibility.

9.0 AMENDMENTS

This Agreement may be amended only in writing executed by all parties.

10.0 TERMINATION OF AGREEMENT

Any party may terminate this Agreement upon a 60-day written notice to the other parties at the following addresses:

Administrative Office of the Courts
1501 W. Washington, Ste. 128
Phoenix, AZ 85007
Attn: Caroline Lautt-Owens

Arizona Department of Child Safety
3003 N. Central
Phoenix, AZ 85012
SC0 I 0-20 Attn: Contracts

Pima County
130 W. Congress, 11th Floor
Tucson, Arizona 85701
ATTN: Charles Huckelberry

11.0 ARBITRATION

The parties to this Agreement agree to resolve all disputes arising out of or relating to this Agreement through arbitration, after exhausting applicable administrative review, to the extent required by A.R.S. § 12-1518, except as may be required by other applicable statutes (Title 41).

12.0 CANCELLATION FOR CONFLICT OF INTEREST

Pursuant to A.R.S. §38-511, the State, its political subdivisions or any department or agency of either may, within three years after its execution, cancel any contract (Agreement) without penalty or further obligation, made by the State, its political subdivisions or any department or agency of either if any person significantly involved in initiating, negotiating, securing, drafting or creating the contract on behalf of the State, its political subdivisions or any department or agency of either is, at any time while the contract or any extension of the contract is in effect, an employee or agent of any other party to the contract in any capacity or a consultant to any other party to the contract with respect to the matter of the contract. A

cancellation made pursuant to this provision shall be effective when the AOC and the County receive written notice of the cancellation, unless the notice specifies a later time.

13.0 FEDERAL IMMIGRATION AND NATIONALITY ACT:

13.1. By entering into the Agreement, AOC and County warrant compliance with the Federal Immigration and Nationality Act (FINA) and all other Federal immigration laws and regulations related to the immigration status of its employees. AOC and County shall obtain statements from its subcontractors certifying compliance and shall furnish the statements to the Procurement Officer upon request. These warranties shall remain in effect through the term of the Agreement. AOC and County and its subcontractors shall also maintain Employment Eligibility Verification forms (I-9) as required by the U.S. Department of Labor's Immigration and Control Act, for all employees performing work under the Agreement. I-9 forms are available for download at USCIS.GOV.

13.2. The State may request verification of compliance for AOC or County or subcontractor performing work under the Agreement. Should the State suspect or find that AOC or County or any subcontractors are not in compliance, the State may pursue any and all remedies allowed by law, including, but not limited to suspension of work, termination of the Agreement for default, and suspension and/or debarment of the AOC and the County. All costs necessary to verify compliance are the responsibility of the AOC and the County.

14.0 NON-AVAILABILITY OF FUNDS

Every payment obligation of the State under the Agreement is conditioned upon the availability of funds appropriated or allocated for payment of such obligation. If funds are not allocated and available for the continuance of this Agreement, this Agreement may be terminated by the State at the end of the period for which funds are available. No liability shall accrue to the State in the event this provision is exercised, and the State shall not be obligated or liable for any future payments of for any damages as a result of termination under this paragraph.

15.0 NON-DISCRIMINATION

AOC and County shall comply with Executive Order 75-5, as modified by Executive Order 2009-09, which mandates that all persons, regardless of race, color, religion, sex, age, national origin, or political affiliation, shall have equal access to employment opportunities, and all other applicable State and Federal employment laws, rules and regulations, including the Americans with Disabilities Act. AOC and County shall take affirmative action to ensure that applicants for employment and employees are not discriminated against due to race, creed, religion, sex, national origin or disability.

16.0 RECORDS & AUDIT

Pursuant to A.R.S. § 35-214 and§ 35-215, AOC and County shall retain and shall contractually require each subcontractor to retain all data, books and other records ("Records") relating to this Contract (Agreement) for a period of five (5) years after the completion of the Agreement. All records shall be subject to inspection and audit by DCS at reasonable times. Upon request, AOC and County shall produce the original of any or all such Records at no cost. Such records shall exclude attorney work product and confidential information.

17.0 E-VERIFY

17.1. AOC and County warrant compliance with all Federal immigration laws and regulations relating to employees and warrants its compliance with Section A.R.S. § 23- 214,

Subsection A if applicable. (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".)

17.2. A breach of a warrant regarding compliance with immigration laws and regulations shall be deemed a material breach of the Agreement and AOC and County may be subject to penalties up to and including termination of the contract.

17.3. Failure to comply with a State audit process to randomly verify the employment records of AOC and County and subcontractors shall be deemed a material breach of the Agreement and AOC and County may be subject to penalties up to and including termination of the Agreement.

17.4. DCS retains the legal right to inspect the papers of any employee who works on the Agreement to ensure that AOC and County or any subcontractor is complying with the warranty under paragraph 17.1.

18.0 AMENDMENTS OR MODIFICATIONS

This Agreement may be amended or modified at any time by mutual agreement. No agent, employee or other representative of any party is empowered to alter any of the terms of the agreement, unless done in writing and signed by the authorized representative of the respective parties.

19.0 EXEMPTIONS

Each party shall give written notice to the other parties of any non-material alteration that affects the provisions of this Agreement. Non-material alterations that do not require a written amendment are as follows:

1. Change of address.
2. Change of telephone number.
3. Change in authorized signatory.
4. Change in the name and/or address of the person to whom notices are to be sent.

20.0 APPLICABLE LAW

This Agreement shall be governed and interpreted by the laws of the State of Arizona.

21.0 INDEMNIFICATION AND INSURANCE

Indemnification: Each party (as "Indemnitor") agrees to defend, indemnify, and hold harmless the other party (as "Indemnitee") from and against any and all claims, losses, liability, costs, or expenses (including reasonable attorney's fees) (hereinafter collectively referred to as "Claims") arising out of bodily injury of any person (including death) or property damage, but only to the extent that such Claims which result in vicarious/derivative liability to the Indemnitee are caused by the act, omission, negligence, misconduct, or other fault of the Indemnitor, its officers, officials, agents, employees, or volunteers. The State of Arizona, (AOC and DCS) is self-insured per A.R.S. 41-621.

In addition, should the County utilize a contractor(s) and subcontractor(s) the indemnification clause between (insert name of other governmental entity) and its contractor(s) and subcontractor(s) shall include the following: To the fullest extent permitted by law, Contractor shall defend, indemnify, and hold harmless the (insert name of other governmental entity) and the State of Arizona, and any jurisdiction or agency issuing any permits for any work arising out of this Agreement, and its departments, agencies, boards, commissions, universities, , officers, officials, agents, and employees (hereinafter referred to as "Indemnitee") from and against any and all claims, actions, liabilities, damages, losses, or expenses (including court costs, attorneys' fees, and costs of claim processing, investigation and litigation) (hereinafter referred to as "Claims") for bodily injury or personal injury (including death), or loss or damage to tangible or intangible property caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of the contractor or any of the directors, officers, agents, or employees or subcontractors of such contractor. This indemnity includes any claim or amount arising out of or recovered under the Workers' Compensation Law or arising out of the failure of such contractor to conform to any federal, state or local law, statute, ordinance, rule, regulation or court decree. It is the specific intention of the parties that the Indemnitee shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of the Indemnitee, be indemnified by such contractor from and against any and all claims. It is agreed that such contractor will be responsible for primary loss investigation, defense and judgment costs where this indemnification is applicable. Additionally, on all applicable insurance policies, contractor and its subcontractors shall name the State of Arizona, and its departments, agencies, boards, commissions, universities, officers, officials, agents, and employees as an additional insured and also include a waiver of subrogation in favor of the State

22.0 IT 508 COMPLIANCE

Unless specifically authorized in the Agreement, any electronic or information technology offered to the State of Arizona under this solicitation shall comply with A.R.S. §§18-131 and 18-132 and Section 508 of the Rehabilitation Act of 1973, which requires that employees and members of the public shall have access to and use of information technology that is comparable to the access and use by employees and members of the public who are not individuals with disabilities.

23.0 OFFSHORE PERFORMANCE OF WORK PROHIBITED

Due to security and identity protection concerns, direct services under this Agreement shall be performed within the borders of the United States. Any services that are described in the specifications or scope of work that directly serve the State of Arizona or its clients and may involve access to secure or sensitive data or personal client data or development or modification of software for the State shall be performed within the borders of the United States. Unless specifically stated otherwise in the specifications, this definition does not apply to indirect or 'overhead' services, redundant back-up services or services that are incidental to the performance of the contract. This provision applies to work performed by subcontractors at all tiers.

24.0 PERSONAL USE OF CONTRACTS UNLESS AUTHORIZED

State employees and public officers shall not be permitted to purchase materials or services under this Contract (Agreement) for their own personal or business use unless authorized in

writing by the Director of the Arizona Department of Administration, pursuant to A.A.C. R2-7-204.

25.0 THIRD PARTY ANTITRUST VIOLATIONS

AOC and County assign to the State any claims for overcharges resulting from antitrust violations to the extent that such violations concern materials or services supplied by third parties to AOC and County toward fulfillment of this Agreement.

for

David K. Byers
Director
Arizona Administrative Office of the Courts
Date 1/16/20

for Michael Faust
Director
Arizona Department of Child Safety
Date 1/16/2020

Robert Navarro
AD Budget/Finance

Charles Huckelberry
Administrator
Pima County
Date 1/21/2020