



**INTERAGENCY AGREEMENT
BETWEEN
WASHINGTON STATE ADMINISTRATIVE OFFICE OF THE COURTS
AOC3308
AND
SNOHOMISH COUNTY DISTRICT COURT
FOR
THERAPEUTIC COURTS**

1. PARTIES TO THE AGREEMENT

This Interagency Agreement ("Contract") is made and entered into by and between the State of Washington acting by and through the Washington State Administrative Office of the Courts, hereinafter referred to as "AOC," and Snohomish County District Court, referred to as "Court".

2. PURPOSE

The purpose of this Agreement is to provide reimbursements to Courts for assisting with costs related to Therapeutic Courts.

THEREFORE, IT IS MUTUALLY AGREED THAT:

3. STATEMENT OF WORK

The Court shall:

- a. Use funding to identify individuals before their Therapeutic Court with behavioral health needs outlined in their application and court model best and promising practices and engage those individuals with community-based therapeutic interventions within the Therapeutic Court's jurisdiction in accordance with the Court's funding application. Funds will be allocated using budget line items with the following categories: Personnel Costs, Staff Equipment & Technology, Team Training/Travel, Recovery Supports and Treatment Services.

b. Submit reports to AOC Program Manager, following the following guidelines:

- i. Content of reports shall include:
 - Documenting the progress of their Therapeutic Court Program.
 - Identify the number of program participants (therapeutic court referrals, entries, opt in agreements, active participants, terminations and graduations).
 - The services provided to program participants for the corresponding quarter.
 - Challenges faced by the Court in operating their Therapeutic Court Program during the corresponding quarter.
- ii. Reporting Schedule, reports shall be submitted quarterly observing the information provided below:

Period	Quarter	Report Due
07/01/26-09/30/26	1	10/15/26
10/01/26-12/31/26	2	01/15/27
01/01/27-03/31/27	3	04/15/27
04/01/27-06/30/27	4	7/15/27 (final report for the year)

* Failure to submit a report by the due date will adversely affect the Court's eligibility for future funding.

- iii. Reporting shall be done in reporting portal, which will be provided via email prior to the quarterly report due date to Court by AOC Program Manager via email.
- c. Submit questions related about deliverables or the required applicability to Court to AOC Program Manager via email.
- d. Other deliverables shall be required applicable to a specific Therapeutic Court, but may include the following:
 - i. Planning:
 - Therapeutic Court staff shall engage in training opportunities appropriate to their court type and in line with AllRise Best Practices on Training and Education.
 - Identify Target Population (e.g. eligibility and exclusion criteria, utilize valid Risk-Needs-Responsivity tool – RNR).
 - Identify Team Roles and Responsibilities (judge, prosecutor, defense, coordinator, case manager, etc.).

- Equity and inclusion (e.g. staff training, equity monitoring, equitable treatment, equitable incentives, and sanctions).
- ii. Implementation
 - Develop guidelines, policies and procedures for therapeutic court structure according to the therapeutic court model chosen by the court, including drug testing practices, incentive and response policies, phase structure, and handbooks.
 - Hold stakeholder meetings (prosecution, defense, treatment, law enforcement, probation, etc.).
 - Create Memorandum of Understanding (MOU's) with stakeholders.
- iii. Scale and Sustain
 - Begin evaluation of data to assess successes and areas of need by completing the Washington Therapeutic Court Evaluation and Review (WATER) on an annual basis, according to the period of performance of this award (Refer to section III of the agreement). Process review/evaluation (after WATER).
 - Employ continuous quality improvement methods to refine the model, updating model and adopted guidelines, policies and procedures as required, and as it relates to Best Practice standards.
 - Develop system to track and evaluate performance of therapeutic court programming.
- iv. Other
 - Court shall engage in technical assistance calls with the AOC Behavioral Health Team on a regular basis or as otherwise requested by the court or the AOC Program Manager.
 - Court shall attend regular meetings with the Administrative Office of the Courts Behavioral Health Program.
 - Court shall attend trainings identified or provided by the Behavioral Health Program.
 - Court shall participate in trainings related to contract compliance, as scheduled or designated by the AOC Program Manager.

4. PERIOD OF PERFORMANCE

Subject to its other provisions, the period of performance of this Agreement shall commence on July 1, 2026, and end on June 30, 2027, unless terminated sooner or extended, as provided herein.

5. COMPENSATION

The amount awarded may not exceed **\$297,165.98** for payments made during the period from July 1, 2026, through June 30, 2027, related to the purpose of this agreement.

The Court shall use these funds in the following cost categories:

Cost Category	Amount
Personnel Costs	\$285,818.54
Staff Equipment & Technology	\$1,674.72
Team Training/Travel	\$5,672.72
Recovery Supports	\$4,000.00
Treatment Services	\$0.00
Total Amount	\$297,165.98

Ten percent (10%) or less of these funds can be moved from one category to another without exceeding the total amount of the funds provided. Any adjustments beyond 10% require written approval of AOC Program's Manager. This can be an authorization provided by email.

Funds cannot be used for:

- Replacing or supplementing the salary of current employees of the Court (employees must be taking on additional hours or be a new employee to be eligible for funding).
- Program incentives that constitute a gift or reward.
- Items and activities outside of the cost categories listed in the Court's contract.

A list of allowable and unallowable expenses is provided to Court within Appendix A of this agreement and should be referenced for adequate use of funds.

Procuring Agency may extend the term of this Contract or increase funds by mutual written amendment. Such amendment shall be on the same terms and conditions as set forth in this Contract.

6. REVENUE SHARING

- The AOC will notify the Court no later than May 1, 2027, **via unilateral amendment to the agreement** that the AOC intends to redistribute funding among the courts participating in the program, pursuant to the program's appropriation language. The AOC may increase the total value of the Agreement if additional funds are available or reduce the Agreement amount based on actual expenses incurred by the Court through submitted Invoices and supporting documentation.

- b. The Court must submit the final program Invoice to the AOC Program Manager no later than July 15, 2027. The revenue sharing process must be completed by August 1, 2027.

7. INVOICES; BILLING; PAYMENT

The Court will submit properly prepared itemized invoices via email on an A19 form addressed to AOC Program Manager at CLJTherapeuticCourtsApplications@courts.wa.gov. Invoices shall be submitted no more than once a month. Incorrect or incomplete A19 shall be returned by AOC to the Court for correction or reissuance. All A19 shall provide and itemize, at a minimum, the following:

- Contract Number: AOC3308
- Court name, address and phone number
- Description of Reimbursement
- Date(s) Services were provided
- Receipt(s) if applicable
- Total Reimbursement

Payment will be considered timely if made by the AOC within thirty (30) calendar dates of receipt of a properly prepared A19. No A19 shall be submitted until after a deliverable has been accepted by the AOC Program Manager.

The AOC will not make any advanced payments or payments in anticipation of services or supplies under this Contract.

8. AGREEMENT MANAGEMENT

The Program Manager and Court Program Manager noted below shall be responsible for and shall be the contact people for all communications and billings regarding the performance of this Contract. The parties may change administrators by written notice.

AOC Program Manager	Court Program Manager
Marina Richardson PO Box 41170 Olympia, WA 98504-1170 Marina.Richardson@courts.wa.gov	Ericka Cooley 3000 Rockefeller Ave M/S 508 Everett, WA 98201 ericka.cooley@snoco.org

9. RECORDS, DOCUMENTS, AND REPORTS

- a. The Court shall maintain books, records, documents and other evidence of accounting procedures and practices which sufficiently and properly reflect all direct and indirect costs of any nature expended in the performance of this

contract. These records shall be subject at all reasonable times to inspection, review, or audit by personnel duly authorized by the AOC, the Office of the State Auditor, and federal officials so authorized by law, rule, regulation, or contract. The Court will retain all books, records, documents, and other material relevant to this contract for six (6) years after expiration and make them available for inspection by persons authorized this provision.

- b. It is the policy of the Administrative Office of the Courts to facilitate access to administrative records. This Agreement and related records are subject to disclosure under [General Court Rule 31.1](#). For additional information, please contact the AOC [Public Records Officer](#).

10. 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 the AOC. Data shall include, but not be limited to, reports, documents, pamphlets, advertisements, books magazines, surveys, studies, computer programs, films, tapes, and/or sound reproductions. Ownership includes the right to copyright, patent, register, and the ability to transfer these rights.

11. RESPONSIBILITY OF THE PARTIES

Each party to this Agreement assumes responsibility for claims and/or damages to persons and/or property resulting from any act or omission on the part of itself, its employees, or its agents. Neither party assumes any responsibility to the other party for any third-party claims.

12. DISPUTE RESOLUTION

To the extent practicable, the Parties shall use their best, good faith efforts cooperatively and collaboratively to resolve any dispute that may arise in connection with this Agreement as efficiently as practicable, and at the lowest possible level with authority to resolve such dispute. The Parties shall make a good faith effort to continue without delay to carry out their respective responsibilities under this Agreement while attempting to resolve any such dispute. If, however, a dispute persists and cannot reasonably be resolved, it may be escalated within each organization. In such circumstance, upon notice by either party, each party, within five (5) business days shall reduce its description of the dispute to writing and deliver it to the other party. The receiving party then shall have three (3) business days to review and respond in writing. In the event the parties cannot agree on a mutual resolution within fifteen (15) business days, the parties shall appoint a member of a dispute resolution board within Thurston County, and those two appointed members will select a third. The Board shall employ dispute resolution measures and its result is binding. Both parties agree that the existence of a dispute notwithstanding, the Parties will continue without delay to carry out all respective responsibilities under this Agreement that are not affected by the dispute.

13. GENERAL PROVISIONS

- a. Amendment or Modification. Except as set forth herein, this Agreement may not be amended or modified except in writing and signed by a duly authorized representative of each party hereto except in revenue sharing procedures where AOC will issue a unilateral amendment.
- b. Appendix. All appendices referred to herein are deemed to be incorporated in this Agreement in their entirety.
- c. 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.
- d. Authority. Each party to this Agreement, and each individual signing on behalf of each party, hereby represents and warrants to the other that it has full power and authority to enter into this Agreement and that its execution, delivery, and performance of this Agreement has been fully authorized and approved, and that no further approvals or consents are required to bind such party.
- e. Captions & Headings. The captions and headings in this Agreement are for convenience only and are not intended to, and shall not be construed to, limit, enlarge, or affect the scope or intent of this Agreement nor the meaning of any provisions hereof.
- f. Conformance. If any provision of this Agreement violates any statute or rule of law of the State of Washington, it is considered modified to conform to that statute or rule of law.
- g. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original and all of which counterparts together shall constitute the same instrument which may be sufficiently evidenced by one counterpart. Execution of this Agreement at different times and places by the Parties shall not affect the validity thereof so long as all the Parties hereto execute a counterpart of this Agreement.
- h. Electronic Signatures. An electronic signature or electronic record of this Agreement or any other ancillary agreement shall be deemed to have the same legal effect as delivery of an original executed copy of this Agreement or such other ancillary agreement for all purposes.
- i. Entire Agreement. This Agreement constitutes the entire agreement and understanding of the Parties with respect to the subject matter and supersedes all prior negotiations, representations, and understandings between them. There are no representations or understandings of any kind not set forth herein.

- j. Governing Law. The validity, construction, performance, and enforcement of this Agreement shall be governed by and construed in accordance with the laws of the State of Washington, without regard to its choice of law principles that would provide for the application of the laws of another jurisdiction.
- k. 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.
- l. Jurisdiction & Venue. In the event that any action is brought to enforce any provision of this Agreement, the parties agree to exclusive jurisdiction in Thurston County Superior Court for the State of Washington and agree that in any such action venue shall lie exclusively at Olympia, Washington.
- m. No Agency. The parties agree that no agency, partnership, or joint venture of any kind shall be or is intended to be created by or under this Agreement. Neither party is an agent of the other party nor authorized to obligate it.
- n. Right of Inspection. The Court shall provide right of access to its facilities to the AOC, or any of its officers, or to any other authorized agent or official of the State of Washington at all reasonable times, in order to monitor and evaluate performance, compliance, and/or quality assurance under this agreement.
- o. 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.
- p. 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.
- q. Termination for Convenience. Except as otherwise provided in this Agreement, either party may terminate this Agreement upon thirty (30) calendar days prior written notification. Upon such termination, the parties shall be liable only for performance rendered or costs incurred in accordance with the terms of this Agreement prior to the effective date of such termination.

- r. Termination for Non-Availability of Funds. AOC's ability to make payments is contingent on availability of funding. In the event funding from state, federal, or other sources is withdrawn, reduced, or limited in any way after the effective date and prior to completion or expiration date of this Agreement, AOC, at its sole discretion, may elect to terminate the Agreement, in whole or part, for convenience or to renegotiate the Agreement subject to new funding limitations and conditions. AOC may also elect to suspend performance of the Agreement until AOC determines the funding insufficiency is resolved. AOC may exercise any of these options with no notification restrictions, although AOC will make a reasonable attempt to provide notice.

In the event of termination or suspension, AOC will reimburse eligible costs incurred by the Court through the effective date of termination or suspension. Reimbursed costs must be agreed to by AOC and the Court. In no event shall AOC's reimbursement exceed AOC's total responsibility under the agreement and any amendments.

- s. Suspension for Convenience. AOC may suspend this Agreement or any portion thereof for a temporary period by providing written notice to the Court a minimum of seven (7) calendar days before the suspension date. Court shall resume performance on the first business day following the suspension period unless another day is specified in writing by AOC prior to the expiration of the suspension period.
- t. 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.

EXECUTED AND EFFECTIVE as of the day and date first above written.

**WASHINGTON STATE ADMINISTRATIVE
OFFICE OF THE COURTS**

**SNOHOMISH COUNTY DISTRICT COURT
FOR THERAPEUTIC COURTS**

Signature

Date

Signature

Date

Dawn Marie Rubio

Name

WA State Court Administrator /
AOC Director

Title

Alessandra Szebenyi

Name

Executive Director

Title

Appendix A: USE OF FUNDS

Introduction and Purpose

AOC funds are state-allocated dollars used to support Therapeutic Court programs. They cannot replace existing city, county, or local funds. If your jurisdiction already pays for a position or activity—such as a Case Manager, Judge, Prosecutor, drug testing, or office needs—you may not use these funds in lieu of local funding. AOC funds may only supplement (add to), not supplant (replace), existing resources.

These Therapeutic Court Funding Guidelines are intended to support consistent, transparent, and accountable use of state funds allocated for Washington’s therapeutic courts. The guidelines outline allowable costs, required documentation, and reimbursement expectations to ensure that financial practices align with national best practices, program standards, and contractual requirements.

The purpose of these guidelines is to:

- Provide clear direction regarding eligible training, staffing, travel, operational, and participant-support expenses.
- Promote responsible stewardship of public funds.
- Ensure uniform interpretation of requirements across therapeutic courts.
- Support courts in maintaining compliance with AOC funding policies.

These guidelines should be used by program staff, fiscal personnel, and administrators involved in planning, purchasing, and submitting reimbursement requests. When questions arise, programs are encouraged to consult their AOC Program Manager for clarification or approval. **Please highlight or clearly indicate the amount charged to AOC funding on all supporting documentation, ensuring it matches the amount listed on the A19.**

Use of Funds – Reference Guide

(SFY2027 State fiscal year)

Allowable	Unallowable
Supporting documents are required for all allowable expenses. See what’s required under each category: NOT an exhaustive list. Always contact your program manager for clarification.	The list of unallowable expenses is <u>not exhaustive</u> . If you are unsure whether an expense is allowed. Always contact your AOC Program Manager for clarification before making a purchase.

Personnel Costs

Personnel Cost Documentation Requirements

Supporting documents must include the staff member’s name, title, and pay period. Reimbursement is limited to hours worked specifically on therapeutic court duties. Acceptable supporting documents include payroll ledgers, paystubs, or fiscal department reports that are

Appendix A: USE OF FUNDS

stamped or signed. **Do not bill employees as contractors.** Contractor costs must be supported with invoices.

Allowable	Unallowable
Coordinator	Bailiff/Security staff salaries
Case Manager	Staff not directly related to the therapeutic court
Peer Support	Replacing existing funded positions - Supplanting
Clerk	Indirect costs
Prosecution	
Defense	
Probation/LEO	
Judicial Officer	
Judicial Officer Pro-Tem	

Staff Equipment & Technology

Supporting documents must list vendor, purchase date, purchase description, and amount paid. Include receipts and invoices. Highlight or write the amount charged to AOC funding on the supporting documentation and ensure it matches the amount listed on the A19.

Allowable	Unallowable
Computers	Furniture (couches, beds, conference tables, fridges/freezers)
Monitors, Keyboards, mouse, webcams, headsets	
Office supplies	A/V equipment for conference rooms
Office desks	
Phones	
Copiers/Printers	
IT Maintenance	
Tech support	
Software subscriptions	New case management subscriptions. Case management renewals only for courts not yet on the CLJ- CMS.

Team Training & Travel

Who Is Eligible for Training Costs

Training and registration expenses for program staff are allowable when they align with national best practice standards for your specific Therapeutic Court model. This typically applies only to your direct program team. If you need clarification, please contact your program manager before making any travel arrangements.

Appendix A: USE OF FUNDS

Definition of Light Refreshments

Light refreshments are items served between meals, such as doughnuts, pastries, fruit, cookies, or cheese and crackers.

Food Allowances for Retreats/Events Over 3 Hours

Events lasting more than three hours may include light refreshments as defined above.

Travel Reimbursement

Airfare, lodging, meals, and other travel-related expenses are reimbursable after travel has been completed.

Expanded travel expenses may be reimbursed only if they comply with your agency's travel policies.

Travel insurance is strongly recommended, as AOC cannot reimburse unused airfare or lodging.

Gratuities (tips) are reimbursable up to a maximum of 15% (i.e. Lyft/Shuttle/Uber)

If you have a training need that is not clearly identified within best-practice standards, please consult your AOC Program Manager for prior approval.

Required Supporting Documentation

Supporting documents must include:

- Names and titles of therapeutic court staff attending the event
- Vendor name
- Purchase date
- Amount paid (e.g., hotel folio, travel reimbursement forms, registration receipts)

Allowable	Unallowable
Training & registration for core team* see definition under <i>Who is eligible for training costs?</i>	Alcoholic beverages
Parking	Rental Cars beyond standard class/rate
Airfare (standard, post travel)	Attendance by individuals not identified as core team members *see definition under <i>Who is eligible for training costs?</i>
Lodging (at per diem rate, post travel)	Canceled reservations and airfare are not reimbursable
Meals (at per diem rate, post travel)	Airfare above coach
Transportation (post travel) Ferries, Subway/Link/Bus, Uber/Lyft/Taxi, Shuttles	Vehicle purchases. Gratuity beyond 15% (i.e. Uber/Lyft/Shuttles)
*Retreats/events ≥3 hours – Light refreshments allowed	Staff mileage to/from work site
Internal Team training/meeting -Light Refreshments allowed	
Training & Travel expenses resources/rates: • Meals and Lodging (per diem rate) ○ Office of Financial	Amounts exceeding per diem rates

Appendix A: USE OF FUNDS

○ Management (in state) ○ GSA (out of state) ● Mileage	
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Treatment Services

Vendor Documentation Requirements

Supporting documents must include the vendor's name, purchase date, and amount paid. All relevant receipts or invoices must be attached.

Client names must be fully redacted on any treatment-related documentation or invoicing submitted.

Allowable	Unallowable
Services not covered by insurance – Participant medical insurance deductibles and spend downs	Professional licensing fees for clinical staff
Lab/Toxicology testing	Services covered by insurance
Behavioral health services (Mental Health, Substance Use Disorder, inpatient or outpatient)	Admin costs over federal de minimis
Peer support - Treatment staff/peer support contracted to attend court for unbillable hours	
Therapeutic services not covered by participant insurance but recommended by treatment or therapeutic court staff (i.e. DV treatment, veterans support, SUD)	

Recovery Supports

Recovery Support Definition

Recovery supports are services or items provided to help participants succeed in the program when these needs cannot be met through other local, state, or federal resources. Examples include nominal incentive items, small snacks, organizational supplies, and transportation costs.

Documentation for Recovery Supports: Sign-in sheets and/or court dockets for graduations or events where recovery support goods are distributed must be submitted with the A-19 as proof that participants received the items.

Education Requirements: Educational activities must be connected to building recovery support and aligned with participants' proximal and distal goals.

Appendix A: USE OF FUNDS

Light Refreshments Definition: Light refreshments are items served between meals, such as doughnuts, sweet rolls, fruit, veggie trays, cookies, or cheese and crackers. Groceries purchased for cooking meals are not allowable as a light refreshment cost.

Items that do *not* qualify as light refreshments include heavy hors d'oeuvres, sandwich-making items, salads, or any items typically consumed as a meal.

Housing Support Requirements: Requests for housing or recovery housing assistance must demonstrate that other funding sources were pursued first. Documentation such as denial notices or internal forms showing which resources were sought and the outcome, including dates must be provided.

If there is an urgent need for immediate housing, contact your contract manager for confirmation before proceeding.

Allowable	Unallowable
Transportation (bus passes, Uber/Lyft)	Meals
Light refreshments & graduation items* see definition and sign in sheet needs above	Gift cards
Cell phones (checkout) & minutes* sign out sheet needed	Gas cards
Hygiene products and/or other supportive needs (i.e. Go Bags)	Logoed apparel
WA State ID replacement fees	Advertising
Recovery/ emergency housing supports* Contact your program manager	Driver education courses
Education (parenting, financial literacy, classes, books, courses) *	WA license reinstatement late fees
Driver testing fees	Donations
	Purchase of groceries to cook or prepare food is not allowable

Other Direct Costs

Allowable	Unallowable
Miscellaneous program delivery costs (preapproval required)	Building/space rental
	Items outside contract cost categories
	Goods and/or services not completed by 6/30/27.