

**INTERAGENCY AGREEMENT IAA25368
BETWEEN
WASHINGTON STATE ADMINISTRATIVE OFFICE OF THE COURTS
AND
SNOHOMISH COUNTY
FOR THE
SUPPORT OF THE CASA/VOLUNTEER GUARDIAN AD LITEM PROGRAM**

THIS AGREEMENT is made and entered into by and between the Washington State Administrative Office of the Courts (AOC), and Snohomish County (COUNTY).

I. PURPOSE

It is the purpose of this Agreement for the COUNTY to increase the number of children served by court-appointed special advocates (CASAs)/volunteer guardians ad litem as defined by RCW 13.34.030(12) in dependency matters or to reduce the average caseload of volunteers to recommended standards.

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

II. STATEMENT OF WORK

The COUNTY 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/volunteer guardian ad litem program as defined in RCW 13.34.030(13) to serve juvenile dependency cases. The COUNTY will ensure that the program and volunteers comply with the statutory requirements contained in RCW 13.34.100 -107. The COUNTY will submit reports to AOC detailing information about the number of children served and the number of volunteers.

The CASA/Volunteer GAL 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 Resources> Court Management' and **choose the "CASA Bi-Annual Report to AOC"**. There are certain contractors that are not able to access the Inside Courts website, and to accommodate reporting compliance, Exhibit C is attached.

Reporting schedule:

Period	Report Due
07/01/24 - 12/31/24	01/31/25
01/01/25 - 06/30/25	07/31/25

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

If you have questions, please contact the AOC Project Manager Christopher Stanley at Christopher.Stanley@courts.wa.gov or (360) 357-2406.

III. 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, 2024** regardless of the date of execution and it shall end on **June 30, 2025**, except for any remaining obligations of the COUNTY as may exist or if terminated sooner as provided in this Agreement.

IV. COMPENSATION

- A. Contractor shall be reimbursed a maximum of **\$178,309** 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 juvenile dependency cases. Contractor shall use CASA Cost Guidelines (Exhibit A) as a guide for determining what costs should be reimbursed.
- C. Contractor shall not be reimbursed until properly-completed monthly A-19 invoice, Monthly Detail Report (Exhibit B), and required backup documentation 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 Washington State form A-19, Monthly Detail Report (Exhibit B), and required backup documentation. Invoices are to be sent via email to AOC Financial Services at payables@courts.wa.gov. AOC will remit payment to the Contractor in a total amount not to exceed the value of this agreement.
- 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 COUNTY 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. If there is no approved plan, a 10 percent de minimis rate may be applied. This rate shall only be calculated on the total amount of salaries and benefits.

V. REVENUE SHARING

- A. AOC, in its sole discretion, may initiate revenue sharing. AOC will notify the COUNTY no later than May 1, 2025 that AOC intends to reallocate funding among courts in the program. If AOC determines the COUNTY may not spend all monies available under the Agreement, then AOC may reduce the Agreement amount. If AOC determines the COUNTY may spend more monies than available under the Agreement and for its scope, then AOC may increase the Agreement amount.
- B. If the AOC initiates revenue sharing, then the COUNTY must submit the final revenue sharing A-19 to payables@courts.wa.gov so that it is received by July 31, 2025.

VI. 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, Bi-Annual Reports will be distributed to the Washington Association of Child Advocate Programs. 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.

VII. BACKGROUND CHECKS

The COUNTY shall:

- Ensure a criminal background check has been completed for all employees, CASAs/Volunteer GALs, and subcontractors who have access to children, prior to any access under this agreement pursuant to RCW 13.34.100(3);
- Based on the results from the criminal background check, determine each employee, CASA/Volunteer GAL, and subcontractor is suitable for access to children;

The AOC will:

- Reimburse for CASA/Volunteer GAL criminal background checks.

VIII. 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.

IX. 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.

X. 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.

XI. TERMINATION

A. 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) business days prior to such date. If this agreement 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 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.

XII. 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; however, nothing herein prohibits either party from seeking judicial relief.

XIII. 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.

XIV. 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.

XV. 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.

XVI. 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.

XVII. 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 (5) business 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 agreement if all parties agree to the amendment.

RECEIVED

SEP 09 2024

HUMAN SERVICES DEPARTMENT
CONTRACTS DIVISION**XVIII. COUNTERPARTS**

Each party agrees that a digital, electronic, or scanned transmission of any original document has the same effect as the original. Any signature required on an original will be completed and sent to the other party, as applicable, when an electronic or digital copy has been signed. The parties agree that signed digital, electronic or scanned copies of documents will be given full effect as if an original.

XIX. AGREEMENT MANAGEMENT

The project 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:

AOC Project Manager	Contractor Project Manager
Christopher Stanley Chief Financial & Management Officer PO Box 41170 Olympia, WA 98504-1170 Christopher.Stanley@courts.wa.gov (360) 357-2406	Joelle Kelly Office of the CASA Division Manager 3306 Wetmore Avenue, Everett WA 98201 Joelle.kelly@snoco.org 425-388-7850

XX. 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.

AGREED:**Washington State Administrative
Office of the Courts**

Christopher Stanley 9/9/2024
Signature Date

Christopher Stanley, CGFM
Name

**Chief Financial and Management
Officer**
Title

Snohomish County

Mary Jane Brell Vujovic 9/27/2024
Signature Date

Mary Jane Brell Vujovic, Director
Name

Snohomish County Human Services Dept.
Title

EXHIBIT A

CASA/VOLUNTEER GAL PROGRAM COST GUIDELINES

A. PURPOSE and SCOPE

This document establishes the allowable cost guidelines for court-appointed special advocate (CASA)/Volunteer GAL program reimbursements. It also sets forth the required documentation needed to support a reimbursement request. For FY 2025, the Administrative Office of the Courts (AOC) will require supporting documentation be submitted with each reimbursement claim.

B. DEFINITIONS

Volunteer Guardian ad Litem. As defined in RCW 13.34.030(12): "Guardian ad litem" means a person, appointed by the court to represent the best interests of a child in a proceeding under this chapter, or in any matter which may be consolidated with a proceeding under this chapter. A "court-appointed special advocate" appointed by the court to be the guardian ad litem for the child, or to perform substantially the same duties and functions as a guardian ad litem, shall be deemed to be guardian ad litem for all purposes and uses of this chapter.

CASA/Volunteer Guardian ad Litem Program. As defined in RCW 13.34.030(13): "Guardian ad litem program" means a court-authorized volunteer program, which is or may be established by the superior court of the county in which such proceeding is filed, to manage all aspects of volunteer guardian ad litem representation for children alleged or found to be dependent. Such management shall include but is not limited to: Recruitment, screening, training, supervision, assignment, and discharge of volunteers.

C. GENERAL

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

D. ROLES AND RESPONSIBILITIES

1. Court Project Manager

- Person designated by the court to manage the CASA/Volunteer GAL program 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 point of contact with the court.
- Approves invoices and submitted supporting documentation for CASA/Volunteer GAL program reimbursement.
- Reviews all reports required under the CASA/Volunteer GAL program agreement.
- Determines programmatic compliance of the CASA/Volunteer GAL Program agreement.
- Answers programmatic questions of the CASA/Volunteer GAL Program.
- Approves additional training and its related costs as sought by Courts for reimbursement.
- Provides guidance regarding audit-ready documentation that needs to be kept by Court.

3. AOC Comptroller

- Determines CASA/Volunteer GAL program annual fund allocation based on monies received from the Legislature; see Allocation Process section for allocation process details

E. ALLOWABLE COSTS AND SUPPORTING DOCUMENTATION

All costs claimed on each reimbursement request must be supported with back-up documentation. This may include time sheets, invoices, allocation assumptions, approved indirect or administrative overhead cost plans, etc. Descriptions of allowable costs and examples of appropriate back-up documentation are provided below. This list is not exhaustive. If there are questions about whether a cost is allowable and what will be accepted as appropriate back-up documentation, the Court Project Manager should seek direction and approval in writing from the AOC Project Manager in advance of the purchase and claim for reimbursement.

1. Staff/FTE (salaries and benefits)

- Payroll record/time and attendance records related to the CASA/Volunteer GAL program. If an employee is not assigned fulltime to working with the CASA/Volunteer GAL program then compensation reimbursement must be proportioned to the amount of time the employee works with the CASA/Volunteer GAL 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. Document the process for determining

the amount of time the person(s) spend on CASA/Volunteer GAL 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. All work must be related to the CASA/Volunteer GAL program and invoice must be approved by authorizing authority (i.e. court administrator or their delegate) before inclusion in reimbursement request.
- Attorney – Invoices must identify the specific 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 GAL with regard to a specific case. There is no reimbursement for representation of a minor child. If the CASA/Volunteer GAL 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 GAL.

3. Goods

- Supplies
 - Actual Costs - Supplies should be necessary for the CASA/Volunteer GAL program and may include consumable supplies.
 - Costs Allocated by Internal Administrative Rate - Supplies may be allocated, but an internal administrative rate must be documented and approved by the 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.

4. Equipment

- Actual Costs – 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, however, periodic use of and billing from a centralized motor pool is allowable.
- The purchase of printers and laptops is allowable within the existing contract allocation as long as the equipment is only provided to perform CASA/Volunteer GAL program work.

- 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.

5. Training

- Reimbursement for attending the annual WACAP program (or CASA program depending on the court's affiliation) and the Children's Justice Conference is provided, not to exceed the published AOC travel and per diem rates. Any other paid training program where attendee is seeking reimbursement must be pre-approved, in writing, 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/Volunteer GAL program staff was assigned. CASA/Volunteer GAL program staff or volunteer may also be reimbursed for travel to and from the annual WACAP program (or CASA program depending on the court's affiliation) and the Children's Justice Conference. Travel expenses to any other training programs must be pre-approved, in writing, by the AOC Project Manager, and reimbursement is limited to the published AOC travel and per diem rates.

CASA/Volunteer GAL Program Allocation Process

Each biennium, an appropriation is provided by the Legislature to the AOC for child advocate program costs as reported by the courts.

Allocation of the funding is based on caseload data from each county for active DEP cases per year. The caseload includes the following activity docket codes:

DEPENDENCY PETITION
DEPENDENCY REVIEW HEARING
DEPENDENCY REVIEW HEARING ORDER
DISMISSAL HEARING
DISPOSITION HEARING-USE FOR CASETYPE 7 CASES ONLY
FACT FINDING HEARING
FACT-FINDING AND DISPOSITION HEARING
FIRST DEPENDENCY REVIEW HEARING
FIRST DEPENDENCY REVIEW HEARING ORDER
ORDER OF DEPENDENCY
ORDER OF DISMISSALS
ORDER OF DISPOSITION
ORDER OF DISPOSITION ON DEPENDENCY
ORDER ON REVIEW HEARING
PERMANENCY PLANNING HEARING
PERMANENCY PLANNING HEARING ORDER
PETITION FOR TERMINATION OF PARENT-CHILD RELATIONSHIP
REVIEW HEARING
SHELTER CARE HEARING: CONTESTED
SHELTER CARE HEARING: UNCONTESTED
SHELTER CARE ORDERS
ORDER OF CONTINUANCES
GENERAL ORDER CODE

The AOC Comptroller maintains an allocation spreadsheet (model) that utilizes this caseload data to create a percentage of total statewide filings for each county, based on a moving average of three-year filings of each case type.

After updated DEP data is collected, the data is loaded into the model which in turn uses a formula to create the statewide percentages by county. The percentages are applied to the appropriation amount by fiscal year, thus producing the allocation amounts available to counties.

CASA/VOLUNTEER GAL PROGRAM MONTHLY DETAIL REPORT
EXHIBIT B

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

COUNTY/COURT NAME: _____ MONTH & YEAR: _____

ADMINISTRATIVE
Computer Set-Up _____
CASA/WACAP 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 (Registrations fees) _____
Total \$ -

GRAND TOTAL \$ -

CASA/Volunteer GAL Program Bi-Annual Report to AOC

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

Filing Data	
1. Number of dependency petitions filed during the reporting period.	
2. Number of children with a dependency petition filed during the reporting period who were appointed a CASA/Volunteer GAL.	
3. Number of children with a dependency petition filed during the reporting period who were appointed a staff or compensated GAL.	
4. Number of children with a dependency petition filed during the reporting period who were appointed an attorney.	
5. Number of children with a dependency petition filed during the reporting period without representation.	
Cumulative Data	
1. Total number of children with a CASA/Volunteer GAL at the beginning of the reporting period.	
2. Total number of children with a CASA/Volunteer GAL at the end of the reporting period.	
3. Total number of children with a staff or compensated GAL at the beginning of the reporting period.	
4. Total number of children with a staff or compensated GAL at the end of the reporting period.	
5. Total number of children with an attorney at the beginning of the reporting period (Pursuant to RCW 13.34.100).	
6. Total number of children with an attorney at the end of the reporting period.	
7. Total number of children without any representation at the beginning of the reporting period.	
8. Total number of children without any representation at the end of the reporting period.	
Fiscal and Staff Data	
1. % of total program budget supported by state funds (excluding federal court improvement funds).	
2. % of total program budget supported by county funds (maintenance of effort).	
3. Number of program managers and/or volunteer coordinators (total full or partial FTEs).	
4. Number of administrative staff (total full or partial FTEs).	
5. Number of active volunteers.	

Return completed report to Christopher.Stanley@courts.wa.gov