

Court Improvement Program

COVID-19 SUPPLEMENTAL FUNDING AGREEMENT

Pinal County

Funding Period April 1, 2022 through September 30, 2022

This Agreement is entered into by and between the Arizona Supreme Court, Administrative Office of the Courts, ("AOC"), and the Pinal County Superior Court ("Grantee").

1. TERM AND PROGRAM REQUIREMENTS

The purpose of the COVID-19 supplemental funding¹ is to address needs stemming from the COVID-19 public health emergency to ensure the safety, permanence, and well-being needs of children are met in a timely and complete manner. The funds may be used to:

- Provide support for remote operations such as hearings, legal representation, and other case activities such as family team meetings.
- Address inequities/disproportionalities in service delivery or access for clients, for example, by supporting internet access for clients or communities where it is lacking.
- Provide support for electronic case file applications, secure electronic document transmission, and electronic notice systems.
- Address case-specific barriers to permanency, safety, or well-being such as virtual alternatives to services.
- Implement systems to allow rapid direct communication with clients or resource parents such as mobile applications or emergency notification systems.
- Provide support for safe in-person operations (e.g. personal protective equipment, time certain docketing systems).
- Pay for staff or consultants to work on policy, regulations, or court rules around COVID-19.
- Provide training to judges, attorneys or partners on pertinent topics relating to working with children and families during the pandemic.

Through the application process, the Grantee identified a specific Project Plan (Addendum B, attached and incorporated herein) to guide their efforts over the grant cycle. This Agreement becomes effective upon execution by the parties and shall remain in effect through September 30, 2022.

2. MODIFICATION AND TERMINATION

This Agreement may be modified or terminated by the AOC if in its judgment such action is necessary due to: (a) lack of funding; (b) statutory or administrative changes in the program; (c) Grantee's failure to implement or operate this Funding Agreement; (d) Grantee's non-compliance with this Agreement or other program requirements, (e) Grantee's failure to

¹ See ACYF-CB-PI-21-04, <https://www.acf.hhs.gov/media/18967>, for additional guidance and instruction related to the Supporting Foster Youth and Families Through the Pandemic Act.

expend funds in accordance with Addendum B, attached and incorporated herein or (f) other circumstances necessitating such action. Either party may terminate this Agreement upon a thirty (30) day written notice to the other party by certified mail.

3. FUND ACCOUNTING

Funds distributed to Grantee shall be deposited in a special revenue account established for the execution of this Agreement. Any interest earned on these monies while in the possession of Grantee shall accrue to the fund for use by Grantee in accordance with this Funding Agreement.

4. EXPENDITURES

a. Distribution of Funds. The AOC may retain all or any portion of the funds allocated to Grantee for the performance of this Grant Agreement and may authorize direct expenditures for the benefit of Grantee. The specific amounts to be retained by the AOC for direct expenditures for the benefit of Grantee and to be disbursed to the Grantee are set forth in the Addendum A to this Agreement. The AOC may periodically modify the distribution of funds contained in the Addendum A based on its determination of Grantee's need for and usage of the funds.

b. Reporting Requirements. Grantee shall submit a performance report on or before June 30, 2022 and a closing performance and financial statement on or before November 15, 2022. In the event reports are not received on or before prescribed dates, funding will be suspended until such time as delinquent reports are received.

c. Unexpended Funds. Funds unencumbered as of September 30, 2022 and unexpended as of October 31, 2022, plus all unexpended interest accrued on such funds while in the possession of Grantee, shall be transmitted to the AOC for reversion no later than November 15, 2022. The reversion shall be accompanied by a closing financial statement signed by the Presiding Judge of the Juvenile Court.

d. Inappropriate Expenditures. The Grantee shall expend funds only for the purposes and uses specified in the approved Project Plan (Addendum B) and budget (Addendum A). Grantee agrees to reimburse the AOC for any unauthorized or inappropriate expenditures which are not in compliance with the approved Addendum A and Addendum B. All equipment purchased solely with AOC funds shall be used solely for purposes outlined in the Grant Agreement unless written permission is received from the AOC.

e. Budget Modifications. Funds shall not be moved to or from any budget category described in Addendum A without prior written authorization from the AOC. All budget modifications shall be in accordance with the AOC Budget Modification Policy. Budget modification forms may be acquired from the AOC.

f. Termination of Funding. In the event that this Agreement is terminated prior to September 30, 2022, all unexpended funds in the possession of Grantee shall be returned to the AOC within 30 days of such termination, along with, but not limited to: (1) a closing financial statement; (2) a final report outlining the program achievements; and (3) an inventory, including serial numbers, location and intended use, of all equipment purchased with grant funds. If termination is due to failure of Grantee to comply with this Grant Agreement, the AOC may require return of equipment and supplies purchased with grant funds.

5. BOOKS AND RECORDS

a. Financial Records and Examination. Grantee shall maintain and shall require its subcontractors to maintain acceptable accounting systems, records, and documents to properly reflect all funds expended in the performance of this Grant Agreement. All books, records and other documents relevant to this Agreement shall be retained by Grantee and its subcontractors for a period of five (5) years after the final payment has been made, or until after the resolution of any audit questions or contract disputes, whichever is longer. AOC, state, or federal auditors, as applicable, and any other persons duly authorized by the AOC shall have full access to, and the right to examine, audit, copy and make use of any and all said materials. All subcontracts shall include a provision acknowledging the authority of the AOC to conduct such audits or examinations.

b. Program Records and Evaluation. As a condition of receipt of grant funds, the Grantee, and any subcontractor, agree to maintain and provide to the AOC such data and statistics as may be required by the AOC for purposes of evaluation. Grantee further agrees that authorized agents of the AOC shall have the right to conduct on-site visits for purposes of compliance monitoring and program evaluation. The AOC may monitor and evaluate the local plan to determine its effectiveness. All subcontracts shall include a provision acknowledging the authority of the AOC to conduct such inspections and evaluations.

6. INVENTORY

Equipment purchased with funds received pursuant to this Agreement shall become the property of Grantee, and Grantee shall maintain written inventory and property control policies and procedures covering the equipment. Grantee may use its existing inventory system but must at a minimum maintain the information required by AOC policies and procedures.

7. USE, LOSS AND DISPOSITION OF EQUIPMENT

Equipment must be used as required by this Grant Agreement for three (3) years, unless written permission is given by the AOC. After this time, purchased equipment may be transferred upon approval of the presiding juvenile judge. Grantee is responsible for any maintenance, loss or damage to the equipment and the AOC makes no assurances regarding its repair or replacement. Purchased equipment which is no longer needed or usable shall be placed in surplus as required by this Agreement. If no such requirements are included in the Agreement, then local surplus property procedures may be utilized. Leased equipment will follow the guidelines of the lease.

8. SANCTIONS

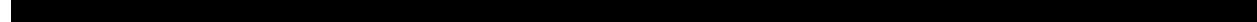
In addition to any other remedy available pursuant to this Agreement, Grantee may be placed on financial sanction status for deficiencies including but not limited to, delinquent submissions, delinquent reports, inaccurate reporting of statistics, inadequate records, expenditures outside of the approved budget and non-compliance with this Grant Agreement. During the period of sanction status, the AOC may take any appropriate action including:

- a. Written warning with request for immediate compliance.
- b. Withholding all or any portion of future program fund or equipment disbursements.
- c. Withholding all disbursements from all program funds.
- d. Requiring monthly submission of expenses prior to disbursement.
- e. Requiring monthly submission of expenses for reimbursement of actual costs incurred.
- f. Recovery of funds or equipment already disbursed.

To receive reimbursement while in sanction status, Grantee shall submit a monthly request to the AOC detailing expenses in funding categories as delineated on Addendum A. State funds shall not be used for any adverse financial costs or interest charged or incurred due to Grantee's financial sanction status.

9. PERFORMANCE LIABILITY

Except as otherwise provided by law, in the performance of this Agreement, both parties hereto are acting in their individual governmental capacities and not as agents, employees, partners, joint ventures, or associates of each other. The employees, agents, or subcontractors of one party shall not be deemed or construed to be the employees or agents of the other party. Each party is solely responsible for the actions of its employees under this Agreement.



Pinal County Superior Court

**Arizona Supreme Court, Administrative
Office of the Courts**

By:
Honorable Delia Neal
Presiding Juvenile Judge

By:
Marcus Reinkensmeyer, Deputy Director
Administrative Office of the Courts