

COMMISSIONERS' AGENDA ACTION SHEET

Meeting Date:	FC 12/14/21 BC 01/11/2022		
Subject:	Interagency Agreement IAA22451 with Administrative Office of the Courts for Court Interpreter Funding		
Presenter:	N/A		
Prepared By:	Rosa Garcia		
Reviewed By:	Darryl Banks		
PA Review, Approval to Form:	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> N/A (If no, include reasoning for no approval)
Type of Agenda Item:	Type of Action Needed: (Multiple boxes can be checked, if necessary)		
<input checked="" type="checkbox"/> Consent Agenda	<input type="checkbox"/> Discussion Only	<input type="checkbox"/> Pass Motion	
<input type="checkbox"/> Public Hearing	<input type="checkbox"/> Decision / Direction	<input checked="" type="checkbox"/> Pass Resolution	
<input type="checkbox"/> Scheduled Business	<input type="checkbox"/> Sign Letter / Document	<input type="checkbox"/> Pass Ordinance	
		<input type="checkbox"/> Execute Contract	

Summary / Background Information

The State of Washington, Administrative Office of the Courts (AOC) is providing funds to the Benton-Franklin Counties Juvenile Justice Center (BFJJC) to improve the quality and availability of court interpreter services for Limited English Proficient (LEP), deaf and hard of hearing persons in accordance with RCW 2.242 and 2.43. The interpreter funding is targeted to reimburse Certified, Registered and Qualified Interpreters for interpreter services in accordance with the Interpreter Services Funding Requirements.

The period of performance for this agreement is from July 1, 2021 through June 30, 2022. The Interagency Agreement IAA22451 is backdated to July 1, 2021 so that services are not interrupted, and the Juvenile Justice Center can maximize the use of available funds effective on July 1, 2021. The contract was not received until November 29, 2021.

Fiscal Impact

The reimbursed compensation from the Administrative Office of the Courts (AOC) is a maximum of \$30,123.00.

Recommendation

We recommend that the Board of Commissioners of Benton County and the Board of Commissioners of Franklin County sign the Interagency Agreement No. IAA22451 between the Benton-Franklin Counties Juvenile Justice Center and the State of Washington Administrative Office of the Courts.

Suggested Motion

Approve as part of consent agenda

JOINT RESOLUTION

BENTON COUNTY RESOLUTION NO. _____

FRANKLIN COUNTY RESOLUTION NO. _____

BEFORE THE BOARDS OF THE COMMISSIONERS OF BENTON AND FRANKLIN COUNTIES, WASHINGTON

IN THE MATTER OF AWARDING THE INTERAGENCY AGREEMENT IAA22451 BETWEEN THE JUVENILE JUSTICE CENTER AND STATE OF WASHINGTON, ADMINISTRATIVE OFFICE OF THE COURTS

WHEREAS, Darryl Banks, Administrator of the Juvenile Court, believes it is in the best interest of the Juvenile Justice Center that the Interagency Agreement IAA22451 between the State of Washington, Administrative Office of the Courts, and Benton-Franklin Counties Juvenile Justice Center be approved as presented; and

WHEREAS, the new agreement was not received until November 29, 2021 and is backdated to July 1, 2021 so that services are not disrupted and so that the Juvenile Justice Center can maximize the use of available funds effective July 1, 2021; and

BE IT RESOLVED, by the Board of Benton County Commissioners, Benton County, Washington and by the Board of Franklin County Commissioners, Franklin County, Washington, that the boards hereby concur with the Administrator and approve the Interagency Agreement IAA22451 between the Juvenile Justice Center and the State of Washington, Administrative Office of the Courts; and

BE IT FURTHER RESOLVED, the Juvenile Justice Center will be reimbursed a maximum of \$30,123.00 for costs incurred during the period of performance; and

BE IT FURTHER RESOLVED, that the chairs are authorized to sign the attached Interagency Agreement; and

BE IT FURTHER RESOLVED, the agreement is effective July 1, 2021 and expires on June 30, 2022.

DATED this ____ day of _____, 2021

BENTON COUNTY BOARD OF COMMISSIONERS

Chair of the Board

Chair Pro Tem

Member
Constituting the Board of
County Commissioners,
Benton County, Washington

ATTEST:

Clerk of the Board

DATED this ____ day of _____, 2021

FRANKLIN COUNTY BOARD OF COMMISSIONERS

Chair of the Board

Chair Pro Tem

Member
Constituting the Board of
County Commissioners,
Franklin County, Washington

ATTEST:

Clerk of the Board

INTERAGENCY AGREEMENT IAA22451
BETWEEN
WASHINGTON STATE ADMINISTRATIVE OFFICE OF THE COURTS
AND
BENTON/FRANKLIN COUNTIES JUVENILE COURT

THIS AGREEMENT (Agreement) is entered into by and between the Administrative Office of the Courts (AOC) and Benton/Franklin Counties Juvenile Court, for the purpose of distributing funds for court interpreter and language access service expenses to the Benton/Franklin Counties Juvenile Court (Court).

1. DEFINITIONS

For purposes of this contract, the following definitions shall apply:

- a) "Credentialed Interpreter" means an interpreter who is certified or registered by the Administrative Office of the Courts, as defined in RCW 2.43.020 (4) and RCW 2.43.020 (6), or an interpreter certified by the Office of the Deaf and Hard of Hearing (ODHH) pursuant to WAC 388-818-500, *et seq.*

The names and contact information of AOC-certified interpreters are found, and incorporated herein by reference, at

<http://www.courts.wa.gov/programs/orgs/pos/interpret/>

The names and contact information of ODHH-certified interpreters are found, and incorporated herein by reference, at:

<https://fortress.wa.gov/dshs/odhhapps/Interpreters/CourtInterpreter.aspx>

- b) "Qualified Interpreter" means a spoken language interpreter as defined in RCW 2.43.020 (2), or sign language interpreter as defined in RCW 2.42.110 (2).
- c) "Qualifying Event" means a proceeding or event for which an interpreter is appointed by an appointing officer pursuant to RCW 2.42 and/or RCW 2.43.

2. PURPOSE

The purpose of this Agreement is to partner with individual local courts in improving access to the Court for Limited English Proficient (LEP), deaf, and hard of hearing persons in accordance with RCW Chapters 2.42 and 2.43.

These funds are intended to address each court's following needs:

- Financial Need

For example, the gap between the court's available financial resources and the costs to meet its need for credentialed interpreters and the implementation of the Court's language access plan.

- Need for Court Interpreters

For example, the public's right to access the court, and the court's responsibility to provide credentialed interpreters as required by RCW Chapters 2.42 and 2.43.

- **Need for Language Access in General**

For example, translations for websites, translated forms, interpreting equipment, technology enabling remote interpreting, and other things that are necessary for courts to provide fair and equitable access for people who are LEP, deaf, and hard of hearing.

3. GENERAL REQUIREMENTS

- a) The Court shall provide the AOC with a mailing address, vendor identification number, and contact information for the person identified as the main contact, and their email address.
- b) The Court will ensure that the funding is used only for language access purposes and for reimbursement of costs paid to credentialed and qualified interpreters for Qualifying Events pursuant to Exhibit A, which is incorporated herein by reference.
- c) The Court agrees to track and provide interpreter cost and usage data using a web-based application provided by the AOC Language Access Reimbursement Program, reflecting information about the Court's interpreter and language access costs and services.
- d) The Court agrees to work with the AOC Language Access Reimbursement Program, the Interpreter Commission, and neighboring courts to identify and implement best and promising practices for providing language access and interpreter services.
- e) The Court agrees to encourage its staff overseeing interpreter services at the court to attend trainings, in person and/or online, provided by the AOC Interpreter Commission and Interpreter Program.
- f) The Court may elect to pay for interpreter services that are not in accordance with the provisions of Exhibit A as set forth; however, such payments will not be reimbursed.

4. LANGUAGE ACCESS PLAN REQUIREMENT

- a) The Court is required to have a Language Access Plan (LAP) to be a part of the Language Access Reimbursement Program.
- b) All Courts participating in the Language Access Reimbursement Program must submit either an updated or new Language Access Plan (LAP).
- c) Language Access Plan must be received for review and approval by the AOC, pursuant to the schedule below. The AOC can refuse payment if the LAP is submitted after the deadlines listed below.

Language Access Plan Documents	Language Access Plan Documents Due Dates
Draft 1	January 31, 2022
Draft 2	March 31, 2022
Final	May 1, 2022

- d) Staff from the Washington State Supreme Court Interpreter Commission will work with courts to develop and implement their LAPs, and will provide technical assistance and training when needed.

5. TECHNICAL REQUIREMENTS

- a) The Court shall use the Language Access Reimbursement Web Application created by the AOC to electronically submit quarterly data and A-19 voucher invoices for reimbursements.
- b) Courts submitting quarterly data and A-19 vouchers shall use one of the following supported web browsers:
 - MS Edge
 - Chrome
 - Firefox
- c) Network access to the Inter-Governmental Network (IGN) or VPN access to the IGN will be required to use the Language Access Reimbursement Web Application.
- d) JIS Court Credentials (RACF) will be required to authenticate and gain access to the Language Access Reimbursement Program Web Application.

6. PERIOD OF PERFORMANCE

The beginning date of performance under this Agreement is **July 1, 2021**, regardless of the date of execution and which shall end on **June 30, 2022**, Fiscal Year 2022 (FY22).

7. COMPENSATION AND COMPENSATION PROCEDURES

- a) The Court shall be reimbursed a maximum of **\$30,123** for interpreter and language access services costs incurred during the period of July 1, 2021 to June 30, 2022, FY22.
- b) No reimbursement shall be made under this Agreement for language access services provided after June 30, 2022.
- c) The Court shall receive payment for its costs for language access services as set forth in Exhibit A, and incorporated herein.
- d) The Court shall only receive payment after properly submitting A-19 voucher invoices and corresponding data (*See subsection 3b*).
- e) The Court shall submit requests for reimbursements to the AOC quarterly according to the schedule below (see chart below). The AOC will not accept monthly requests for reimbursements.
- f) Requests for reimbursement must be received for review and approval by the AOC, pursuant to the schedule below. The AOC can refuse payment if requests for reimbursement are submitted after the deadlines listed below.

Fiscal Quarter:	For qualifying and non-qualifying events, goods and services, and staff interpreter costs incurred between:	Deadlines – reimbursements must be received by the AOC no later than:
Quarter 1:	July 1, 2021 – September 30, 2021	January 31, 2022
Quarter 2:	October 1, 2021 – December 31, 2021	March 31, 2022
Quarter 3:	January 1, 2022 – March 31, 2022	May 31, 2022
Quarter 4:	April 1, 2022 – June 30, 2022	July 10, 2022

- g) If this this agreement is terminated, the Court 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.
- h) The Court shall submit its quarterly data and A-19 invoice vouchers using the Language Access Reimbursement Web Application.
- i) Payment to the Court for approved and completed work will be made by warrant or account transfer by AOC within 30 days of receipt of a properly-completed invoice and the completed data report.
- j) The Court shall maintain sufficient backup documentation of expenses under this Agreement.
- k) The AOC, in its sole discretion and upon notice, may initiate revenue sharing and reallocate funding among courts. If it appears the Court may not expend the maximum Agreement amount, the AOC may reduce the maximum Agreement amount. The AOC may increase the maximum Agreement amount if additional funds become available through these revenue sharing provisions.

8. TREATMENT OF ASSETS AND PROPERTY

The AOC shall be the owner of any and all fixed assets or personal property jointly or cooperatively, acquired, held, used, or disposed of pursuant to this Agreement.

9. 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 video and/or sound reproductions. Ownership includes the right to copyright, patent, register, and the ability to transfer these rights. In the event that any of the deliverables under this Agreement include material not included within the definition of “works for hire,” the Court hereby assigns such rights to the AOC as consideration for this Agreement.

Data which is delivered under this Agreement, but which does not originate therefrom, shall be transferred to the AOC with a nonexclusive, royalty-free, irrevocable license to publish, translate, reproduce, deliver, perform, dispose of, and to authorize others to do so; provided, that such license shall be limited to the extent which the Court has a right to

grant such a license. The Court shall advise the AOC, at the time of delivery of data furnished under this Agreement, of all known or potential invasions of privacy contained therein and of any portion of such document which was not produced in the performance of this Agreement. The AOC shall receive prompt written notice of each notice or claim of copyright infringement received by the Court with respect to any data delivered under this Agreement. The AOC shall have the right to modify or remove any restrictive markings placed upon the data by the Court.

10. 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.

11. 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.

12. RECORDS, DOCUMENTS, AND REPORTS

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 Agreement. 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 Agreement. The Court will retain all books, records, documents, and other material relevant to this Agreement for six years after settlement, and make them available for inspection by persons authorized under this provision.

13. 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 or the federal government at all reasonable times, in order to monitor and evaluate performance, compliance, and/or quality assurance under this Agreement.

14. DISPUTES

Disputes arising under this Agreement shall be resolved by a panel consisting of one representative from the AOC, one representative from the Court, and a mutually agreed upon third party. The dispute panel shall thereafter decide the dispute with the majority prevailing. Neither party shall have recourse to the courts unless there is a showing of noncompliance or waiver of this section.

15. TERMINATION

Either party may terminate this Agreement upon thirty (30) days written notice to the other party. If this Agreement is so terminated, 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 termination.

16. 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:

- Applicable state and federal statutes and rules;
- This Agreement; and
- Any other provisions of the agreement, including materials incorporated by reference.

17. ASSIGNMENT

The work to be provided under this Agreement, and any claim arising hereunder, 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.

18. 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.

19. 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 and to this end the provisions of this Agreement are declared to be severable.

20. AGREEMENT MANAGEMENT

The program managers noted below shall be responsible for and shall be the contact person for all communications and billings regarding the performance of this Agreement:

AOC Program Manager	Court Program Manager
Michelle Bellmer PO Box 41170 Olympia, WA 98504-1170 michelle.bellmer@courts.wa.gov (360) 350-5373	Darryl Banks Administrator 5606 W Canal Pl, Ste 106, Kennewick, WA 99336-1300 darryl.banks@co.benton.wa.us (509) 783-2151

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 considered to exist or to bind any of the parties to this agreement unless otherwise stated in this Agreement.

AGREED:

Administrative Office of the Courts

Court

Signature

Date

See attached signature page

Signature

Date

Dawn Marie Rubio

Name

Darryl Banks

Name

State Court Administrator

Title

Juvenile Court Administrator

Title

NAMES AND TITLES OF AUTHORIZED OFFICER (PERSON WITH LEGAL AUTHORITY: COUNTY COMMISSIONERS' CHAIR OF THE BOARD, MAYOR, CITY/TOWN MANAGER, AGENCY DIRECTOR)

BENTON-FRANKLIN COUNTIES JUVENILE JUSTICE CENTER

 11-29-21
Darryl Banks, Juvenile Court Administrator Date

BENTON COUNTY APPROVAL

Approved as to Form:

Deputy Prosecuting Attorney Date

By: _____

Name: _____

Title: Chair, Board of Commissioners

Date: _____

Attest:

Clerk of the Board: _____

FRANKLIN COUNTY APPROVAL

Approved as to Form:

 11/29/21
Jennifer Johnson, Date
Civil Deputy Prosecuting Attorney

By: _____

Name: _____

Title: Chair, Board of Commissioners

Date: _____

Attest:

Clerk of the Board: _____

EXHIBIT A

WASHINGTON STATE LANGUAGE ACCESS INTERPRETER REIMBURSEMENT PROGRAM FUNDING

FUNDING CONDITIONS AND PAYMENT STRUCTURE

The Language Access Reimbursement Program funding conditions and payment structure shall be as follows:

1. GENERAL FUNDING CONDITIONS

The Administrative Office of the Courts (AOC), will reimburse courts under this Agreement for the cost of spoken language interpretation and sign language interpretation and other goods and services that improve language access in the courts for Limited English Proficient (LEP), deaf, and hard of hearing persons. This includes interpreters credentialed by AOC (certified or registered), or otherwise court-qualified interpreters appointed pursuant to RCW 2.42 and RCW 2.43 under the following conditions listed under Section 2 "Qualifying Interpreter Events."

It also includes goods and services that improve language access, listed under Section 3 "Language Access Items," and services listed under Section 4 "Language Access Services".

Courts shall work with AOC staff in determining whether an expense that is not explicitly mentioned below, qualifies as a reimbursable expense under the Agreement.

2. QUALIFYING INTERPRETING EVENTS

A. Spoken Language Interpreters Qualifying Events

AOC will reimburse courts under this Agreement for the cost of appointing AOC-credentialed or otherwise court-qualified interpreters pursuant to RCW 2.43 that meet one of the following conditions:

- a) If there is at least one there is at least one AOC credentialed interpreter in the language being used then reimbursement will only be provided for using an AOC credentialed interpreter who is credentialed in that language.
- b) Compensation for interpreters for languages for which neither a certified interpreter nor registered interpreter is offered will be reimbursed where the interpreter has been qualified on the record pursuant to RCW 2.43.
- c) Courts will not be reimbursed for events using non-AOC credentialed interpreters if there is one or more AOC credentialed interpreter listed for the language being used.

B. Sign Language Interpreters Qualifying Events

AOC will reimburse courts for 50% of the actual expenses for services of American Sign Language (ASL) interpreters and Certified Deaf Interpreters (CDI) pursuant to RCW 2.42 when the interpreter is listed with the Department of Social and Health Services, Office of Deaf and Hard of Hearing (DSHS, ODHH) as a court-certified interpreter.

The Office of Deaf and Hard of Hearing (ODHH) at the Department of Social and Health Services (DSHS) maintains a list of Certified Court Sign Language Interpreters. This list includes American Sign Language (ASL) interpreters and Certified Deaf Interpreters (CDI). To qualify for reimbursement, and event using an ASL and/or CDI interpreter from this list must be used.

Certified interpreters are listed under three categories:

- Specialist Certificate: Legal – SC: L
- RID Certification with SC: L written test
- Intermediary Interpreters (Deaf Interpreter)

The most up to date list can be found here:

<https://fortress.wa.gov/dshs/odhhapps/Interpreters/CourtInterpreter.aspx>

C. Staff Interpreters (Salaried Staff)

Reimbursement will be provided for salaried staff meeting the Qualifying Event conditions for the payment of credentialed spoken and sign language interpreters, as referenced in subsections 2.A and 2.B above.

D. Telephonic and Video Remote Interpreting and Services Outside of the Courtroom

AOC will reimburse local jurisdictions for using certified, registered, or otherwise qualified interpreters operating by telephone or video for court proceedings and other services provided to the public by the Court. The services must meet the Qualifying Event conditions for the payment of credentialed spoken and sign language interpreters, as referenced in subsections 2.A and 2.B above.

3. LANGUAGE ACCESS GOODS AND SERVICES

Courts can request reimbursement for the cost of goods and services that will help increase language access in the Court.

The items listed below are common goods and services that courts have used to increase language access and will be improved for reimbursement.

- Interpreter scheduling software or services
- Document translation
- Portable video device(s) for video remote interpreting
- Equipment used for simultaneous interpretation
- Printed signage for language assistance purposes
- Staff training on language access, interpreting, or bilingual skills improvement, for example:
 - Interpreters skills training for bilingual staff who want to become certified
 - Training for staff who are partly bilingual to improve their skills
 - General training on addressing language access issues.

Other examples can be found here:

<https://www.nmcenterforlanguageaccess.org/cms/en/courts-agencies/about-language-access-basic-training>

Items or services not listed above must be pre-approved (via email) by Language Access Interpreter Reimbursement Program staff prior to purchase or they may not qualify for reimbursement under the Program.

4. SCOPE OF REIMBURSEMENT FUNDING

Reimbursement payment under this Agreement will only be made to the Court when the cost is paid out of the budget or budgets, in the case of multi-court collaborative applicants of the Court responsible for full payment.

5. PAYMENT STRUCTURE

A. Reimbursement Rate

a) Spoken Language Interpreters

AOC will reimburse the Court for 50% of the cost of AOC certified, registered, or otherwise court-qualified interpreters providing services under this Agreement.

b) Sign Language Interpreters

AOC will reimburse the Court for 50% of the cost of certified and court-qualified interpreters providing services under this Agreement.

c) Staff Interpreters (Salaried Staff)

AOC will reimburse the Court for 50% of the cost of staff interpreters.

d) Contracted Interpreters

The cost of contract interpreters who are paid other than on an hourly basis, for example, on a half-day or flat rate basis, will be reimbursed at 50%.

e) Remote Interpreting

AOC will reimburse the Court for 50% of the cost of using certified, registered, or otherwise qualified interpreters providing interpretation by telephone or video.

f) Cancellation Fees

AOC will reimburse the Court for 50% of cancellation fees paid to interpreter.

B. Travel Time and Mileage

AOC will reimburse the Court at 50% of the cost of interpreter travel time and mileage.

Interpreter travel time is reimbursable if a required party fails to appear. "Failure to appear" means a non-appearance by the LEP or deaf or hard of hearing client, attorneys, witnesses, or any necessary party to a hearing, thereby necessitating a cancellation or continuance of the hearing. The Court can be reimbursed for 50% of the cancellation fees paid to the interpreter.