



Contract # \_\_\_\_\_

**STATE OF UTAH CONTRACT**

1. **CONTRACTING PARTIES:** This contract is between the following agency of the State of Utah:  
 Department Name: Attorney General's Office Agency Code: 80 Division Name: Children's Justice Center Program, referred to as the State Entity, and the following Contractor:

Tooele County  
 Name  
47 South Main  
 Address  
Tooele UT 84074  
 City State Zip

- LEGAL STATUS OF CONTRACTOR**  
 Sole Proprietor  
 Non-Profit Corporation  
 For-Profit Corporation  
 Partnership  
 Government Agency

Contact Person Rachael Cowan Phone #435-843-3440 Email rcowan@co.tooele.ut.us  
 Vendor #VC0000124437 Commodity Code #95217000000

2. **GENERAL PURPOSE OF CONTRACT:** The general purpose of this contract is to provide: a multidisciplinary, intergovernmental response to sexual abuse of children, physical abuse of children, and other crimes involving children where the child is a primary victim or critical witness, such as in drug-related endangerment cases. Service area includes Tooele County. Services will be provided at: 25 South 100 East, Tooele, UT 84074.
3. **PROCUREMENT:** This contract is entered into as a result of the procurement process on RX# NA, FY0, Bid# \_\_\_\_\_, a pre-approved sole source authorization (from the Division of Purchasing) # SS Government Agency, or other method: \_\_\_\_\_.
4. **CONTRACT PERIOD:** Effective Date: 07/1/2015 Termination Date: 06/30/2020 unless terminated early or extended in accordance with the terms and conditions of this contract. Renewal options (if any): \_\_\_\_\_.
5. **CONTRACT COSTS:** CONTRACTOR will be paid a maximum of \$120,827 for costs authorized by this contract. Prompt Payment Discount (if any): \_\_\_\_\_. Additional information regarding costs: Contract includes funding allocation for FY16. Funding for FY17-FY20 is subject to the provisions of Attachment A, Paragraph 13. See Attachments C and D for additional information on costs.
6. **ATTACHMENT A:** State of Utah Standard Terms and Conditions for  Goods or  Services  
**ATTACHMENT B:** Scope of Work  
**ATTACHMENT C:** Contract Cost and Fiscal Conditions  
**ATTACHMENT D:** Budget  
**Any conflicts between Attachment A and the other Attachments will be resolved in favor of Attachment A.**
7. **DOCUMENTS INCORPORATED INTO THIS CONTRACT BY REFERENCE BUT NOT ATTACHED:**  
 a. All other governmental laws, regulations, or actions applicable to the goods and/or services authorized by this contract.  
 b. Utah State Procurement Code, Procurement Rules, and Contractor's response to Bid #NA dated NA.
8. Each signatory below represents that he or she has the requisite authority to enter into this contract.

IN WITNESS WHEREOF, the parties sign and cause this contract to be executed.

**CONTRACTOR**

**STATE**

Wade B Bitner 22 JUN 2015  
 Contractor's signature Date

\_\_\_\_\_  
 Agency's signature Date

WADE B BITNER CHAIRMAN  
 Type or Print Name and Title

\_\_\_\_\_  
 Director, Division of Purchasing Date

\_\_\_\_\_  
 Director, Division of Finance

Agency Contact Person	Telephone Number	Fax Number	Email
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## ATTACHMENT A: STATE OF UTAH STANDARD TERMS AND CONDITIONS FOR SERVICES

Note: Changes have been made to Section 22.

This is for a contract between Government Entities within the State of Utah for services (including professional services) meaning the furnishing of labor, time, or effort by a contractor. These terms and conditions may only be used when both parties are government entities or political subdivisions as defined in the Utah Government Immunity Act.

1. **DEFINITIONS:** The following terms shall have the meanings set forth below:
  - a) "Confidential Information" means information that is deemed as confidential under applicable state and federal laws, including personal information. The State Entity reserves the right to identify, during and after this Purchase Order, additional reasonable types of categories of information that must be kept confidential under federal and state laws.
  - b) "Contract" means the Contract Signature Page(s), including all referenced attachments and documents incorporated by reference. The term "Contract" may include any purchase orders that result from the parties entering into this Contract.
  - c) "Contract Signature Page(s)" means the State of Utah cover page(s) that the State Entity and Contractor sign.
  - d) "Contractor" means the individual or entity delivering the Services identified in this Contract. The term "Contractor" shall include Contractor's agents, officers, employees, and partners.
  - e) "Services" means the furnishing of labor, time, or effort by Contractor pursuant to this Contract. Services shall include, but not limited to, all of the deliverable(s) that result from Contractor performing the Services pursuant to this Contract. Services include those professional services identified in Section 63G-6a-103 of the Utah Procurement Code.
  - f) "Proposal" means Contractor's response to the State Entity's Solicitation.
  - g) "Solicitation" means the documents used by the State Entity to obtain Contractor's Proposal.
  - h) "State Entity" means the department, division, office, bureau, agency, or other organization identified on the Contract Signature Page(s).
  - i) "State of Utah" means the State of Utah, in its entirety, including its institutions, agencies, departments, divisions, authorities, instrumentalities, boards, commissions, elected or appointed officers, employees, agents, and authorized volunteers.
  - j) "Subcontractors" means subcontractors or subconsultants at any tier that are under the direct or indirect control or responsibility of the Contractor, and includes all independent contractors, agents, employees, authorized resellers, or anyone else for whom the Contractor may be liable at any tier, including a person or entity that is, or will be, providing or performing an essential aspect of this Contract, including Contractor's manufacturers, distributors, and suppliers.
2. **GOVERNING LAW AND VENUE:** This Contract shall be governed by the laws, rules, and regulations of the State of Utah. Any action or proceeding arising from this Contract shall be brought in a court of competent jurisdiction in the State of Utah. Venue shall be in Salt Lake City, in the Third Judicial District Court for Salt Lake County.
3. **LAWS AND REGULATIONS:** At all times during this Contract, Contractor and all Services performed under this Contract will comply with all applicable federal and state constitutions, laws, rules, codes, orders, and regulations, including applicable licensure and certification requirements.
4. **RECORDS ADMINISTRATION:** Contractor shall maintain or supervise the maintenance of all records necessary to properly account for Contractor's performance and the payments made by the State Entity to Contractor under this Contract. These records shall be retained by Contractor for at least six (6) years after final payment, or until all audits initiated within the six (6) years have been completed, whichever is later. Contractor agrees to allow, at no additional cost, State of Utah and federal auditors, and State Entity staff, access to all such records.
5. **CERTIFY REGISTRATION AND USE OF EMPLOYMENT "STATUS VERIFICATION SYSTEM":** INTENTIONALLY DELETED
6. **CONFLICT OF INTEREST:** INTENTIONALLY DELETED
7. **INDEPENDENT CONTRACTOR:** Contractor's legal status is that of an independent contractor, and in no manner shall Contractor be deemed an employee or agent of the State Entity or the State of Utah, and therefore is not entitled to any of the benefits associated with such employment. Contractor, as an independent contractor, shall have no authorization, express or implied, to bind the State Entity or the State of Utah to any agreements, settlements, liabilities, or understandings whatsoever, and agrees not to perform any acts as an agent for the State Entity or the State of Utah. Contractor shall remain responsible for all applicable federal, state, and local taxes, and all FICA contributions.
8. **INDEMNITY:** Both parties to this agreement are governmental entities as defined in the Utah Governmental Immunity Act (Utah Code Ann. 63G-7-101 et. seq.). Nothing in this Contract shall be construed as a waiver by either or both parties of

any rights, limits, protections or defenses provided by the Act. Nor shall this Contract be construed, with respect to third parties, as a waiver of any governmental immunity to which a party to this Contract is otherwise entitled. Subject to and consistent with the Act, each party will be responsible for its own actions or negligence and will defend against any claims or lawsuit brought against it. There are no indemnity obligations between these parties.

9. **EMPLOYMENT PRACTICES:** Contractor agrees to abide by the following employment laws: (i) Title VI and VII of the Civil Rights Act of 1964 (42 U.S.C. 2000e) which prohibits discrimination against any employee or applicant for employment or any applicant or recipient of services, on the basis of race, religion, color, or national origin; (ii) Executive Order No. 11246, as amended, which prohibits discrimination on the basis of sex; (iii) 45 CFR 90 which prohibits discrimination on the basis of age; (iv) Section 504 of the Rehabilitation Act of 1973, or the Americans with Disabilities Act of 1990 which prohibits discrimination on the basis of disabilities; and (v) Utah's Executive Order, dated December 13, 2006, which prohibits unlawful harassment in the work place. Contractor further agrees to abide by any other laws, regulations, or orders that prohibit the discrimination of any kind by any of Contractor's employees.
10. **AMENDMENTS:** This Contract may only be amended by the mutual written agreement of the parties, which amendment will be attached to this Contract. Automatic renewals will not apply to this Contract.
11. **DEBARMENT:** Contractor certifies that it is not presently nor has ever been debarred, suspended, or proposed for debarment by any governmental department or agency, whether international, national, state, or local. Contractor must notify the State Entity within thirty (30) days if debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in any contract by any governmental entity during this Contract.
12. **TERMINATION:** Unless otherwise stated in this Contract, this Contract may be terminated, with cause by either party, in advance of the specified expiration date, upon written notice given by the other party. The party in violation will be given ten (10) days after written notification to correct and cease the violations, after which this Contract may be terminated for cause immediately and is subject to the remedies listed below. This Contract may also be terminated without cause (for convenience), in advance of the specified expiration date, by either party, upon sixty (60) days written termination notice being given to the other party. The State Entity and the Contractor may terminate this Contract, in whole or in part, at any time, by mutual agreement in writing. On termination of this Contract, all accounts and payments will be processed according to the financial arrangements set forth herein for approved Services ordered prior to date of termination.

Contractor shall be compensated for the Services properly performed under this Contract up to the effective date of the notice of termination. Contractor agrees that in the event of such termination for cause or without cause, Contractor's sole remedy and monetary recovery from the State Entity or the State of Utah is limited to full payment for all Services properly performed as authorized under this Contract up to the date of termination as well as any reasonable monies owed as a result of Contractor having to terminate other contracts necessarily and appropriately entered into by Contractor pursuant to this Contract.

13. **NONAPPROPRIATION OF FUNDS, REDUCTION OF FUNDS, OR CHANGES IN LAW:** Upon thirty (30) days written notice delivered to the Contractor, this Contract may be terminated in whole or in part at the sole discretion of the State Entity, if the State Entity reasonably determines that: (i) a change in Federal or State legislation or applicable laws materially affects the ability of either party to perform under the terms of this Contract; or (ii) that a change in available funds affects the State Entity's ability to pay under this Contract. A change of available funds as used in this paragraph, includes, but is not limited to, a change in Federal or State funding, whether as a result of a legislative act or by order of the President or the Governor.

If a written notice is delivered under this section, the State Entity will reimburse Contractor for the Services properly ordered until the effective date of said notice. The State Entity will not be liable for any performance, commitments, penalties, or liquidated damages that accrue after the effective date of said written notice.

14. **SUSPENSION OF WORK:** Should circumstances arise which would cause the State Entity to suspend Contractor's responsibilities under this Contract, but not terminate this Contract, this will be done by written notice. Contractor's responsibilities may be reinstated upon advance formal written notice from the State Entity.
15. **SALES TAX EXEMPTION:** The Services under this Contract will be paid for from the State Entity's funds and used in the exercise of the State Entity's essential functions as a State of Utah entity. Upon request, the State Entity will provide Contractor with its sales tax exemption number. It is Contractor's responsibility to request the State Entity's sales tax exemption number. It also is Contractor's sole responsibility to ascertain whether any tax deduction or benefits apply to any aspect of this Contract.
16. **INSURANCE:** INTENTIONALLY DELETED
17. **WORKERS COMPENSATION INSURANCE:** Contractor shall maintain during the term of this Contract, workers' compensation insurance for all its employees as well as any Subcontractor employees related to this Contract. Worker's compensation insurance shall cover full liability under the worker's compensation laws of the jurisdiction in which the service is performed at the statutory limits required by said jurisdiction. Contractor acknowledges that within thirty (30) days of contract award, Contractor must submit proof of certificate of insurance that meets the above requirements.
18. **ADDITIONAL INSURANCE REQUIREMENTS:** INTENTIONALLY DELETED
19. **PUBLIC INFORMATION:** Contractor agrees that this Contract, related purchase orders, related pricing documents, and invoices will be public documents, and may be available for public and private distribution in accordance with the State of Utah's Government Records Access and Management Act (GRAMA). Contractor gives the State Entity and the State of Utah express permission to make copies of this Contract, related sales orders, related pricing documents, and invoices in

accordance with GRAMA. Except for sections identified in writing by Contractor and expressly approved by the State of Utah Division of Purchasing and General Services, all of which must be in accordance with GRAMA, Contractor also agrees that the Contractor's Proposal to the Solicitation will be a public document, and copies may be given to the public as permitted under GRAMA. The State Entity and the State of Utah are not obligated to inform Contractor of any GRAMA requests for disclosure of this Contract, related purchase orders, related pricing documents, or invoices.

20. **DELIVERY:** All deliveries under this Contract will be F.O.B. destination with all transportation and handling charges paid for by Contractor. Responsibility and liability for loss or damage will remain with Contractor until final inspection and acceptance when responsibility will pass to the State Entity, except as to latent defects or fraud.

21. **ACCEPTANCE AND REJECTION:** The State Entity shall have thirty (30) days after delivery of the Services to perform an inspection of the Services to determine whether the Services conform to the standards specified in the Solicitation and this Contract prior to acceptance of the Services by the State Entity.

If Contractor delivers nonconforming Services, the State Entity may, at its option and at Contractor's expense: (i) return the Services for a full refund; (ii) require Contractor to promptly correct or reperform the nonconforming Services subject to the terms of this Contract; or (iii) obtain replacement Services from another source, subject to Contractor being responsible for any cover costs.

22. **INVOICING:** See Attachment C for terms and conditions on Invoicing.

23. **PAYMENT:** Payments are to be made within thirty (30) days after a correct invoice is received. All payments to Contractor will be remitted by mail, electronic funds transfer, or the State of Utah's Purchasing Card (major credit card). If payment has not been made after sixty (60) days from the date a correct invoice is received by the State Entity, then interest may be added by Contractor as prescribed in the Utah Prompt Payment Act. The acceptance by Contractor of final payment, without a written protest filed with the State Entity within ten (10) business days of receipt of final payment, shall release the State Entity and the State of Utah from all claims and all liability to the Contractor. The State Entity's payment for the Services shall not be deemed an acceptance of the Services and is without prejudice to any and all claims that the State Entity or the State of Utah may have against Contractor.

24. **TIME IS OF THE ESSENCE:** The Services shall be completed by any applicable deadline stated in this Contract. For all Services, time is of the essence. Contractor shall be liable for all reasonable damages to the State Entity and the State of Utah, and anyone for whom the State of Utah may be liable, as a result of Contractor's failure to timely perform the Services required under this Contract.

25. **CHANGES IN SCOPE:** Any changes in the scope of the Services to be performed under this Contract shall be in the form of a written amendment to this Contract, mutually agreed to and signed by both parties, specifying any such changes, fee adjustments, any adjustment in time of performance, or any other significant factors arising from the changes in the scope of Services.

26. **PERFORMANCE EVALUATION:** The State Entity may conduct a performance evaluation of Contractor's Services, including Contractor's Subcontractors, if any. Results of any evaluation may be made available to the Contractor upon Contractor's request.

27. **STANDARD OF CARE:** The Services of Contractor and its Subcontractors shall be performed in accordance with the standard of care exercised by licensed members of their respective professions having substantial experience providing similar services which similarities include the type, magnitude, and complexity of the Services that are the subject of this Contract. Contractor shall be liable to the State Entity and the State of Utah for claims, liabilities, additional burdens, penalties, damages, or third party claims (i.e. another Contractor's claim against the State of Utah), to the extent caused by wrongful acts, errors, or omissions that do not meet this standard of care.

28. **REVIEWS:** The State Entity reserves the right to perform plan checks, plan reviews, other reviews, and/or comment upon the Services of Contractor. Such reviews do not waive the requirement of Contractor to meet all of the terms and conditions of this Contract.

29. **ASSIGNMENT:** Contractor may not assign, sell, transfer, subcontract or sublet rights, or delegate any right or obligation under this Contract, in whole or in part, without the prior written approval of the State Entity.

30. **REMEDIES:** Any of the following events will constitute cause for the State Entity to declare Contractor in default of this Contract: (i) Contractor's non-performance of its contractual requirements and obligations under this Contract; or (ii) Contractor's material breach of any term or condition of this Contract. The State Entity may issue a written notice of default providing a ten (10) day period in which Contractor will have an opportunity to cure. Time allowed for cure will not diminish or eliminate Contractor's liability for damages. If the default remains, after Contractor has been provided the opportunity to cure, the State Entity may do one or more of the following: (i) exercise any remedy provided by law or equity; (ii) terminate this Contract; (iii) impose liquidated damages, if liquidated damages are listed in this Contract; (iv) debar/suspend Contractor from receiving future contracts from the State Entity or the State of Utah; or (v) demand a full refund of any payment that the State Entity has made to Contractor under this Contract for Services that do not conform to this Contract.

31. **FORCE MAJEURE:** Neither party to this Contract will be held responsible for delay or default caused by fire, riot, acts of God, and/or war which is beyond that party's reasonable control. The State Entity may terminate this Contract after determining such delay will prevent successful performance of this Contract.

32. **CONFIDENTIALITY:** If Confidential Information is disclosed to Contractor, Contractor shall: (i) advise its agents, officers, employees, partners, and Subcontractors of the obligations set forth in this Contract; (ii) keep all Confidential Information

strictly confidential; and (iii) not disclose any Confidential Information received by it to any third parties. Contractor will promptly notify the State Entity of any potential or actual misuse or misappropriation of Confidential Information.

Contractor shall be responsible for any breach of this duty of confidentiality, including any required remedies and/or notifications under applicable law. Contractor shall indemnify, hold harmless, and defend the State Entity and the State of Utah, including anyone for whom the State Entity or the State of Utah is liable, from claims related to a breach of this duty of confidentiality, including any notification requirements, by Contractor or anyone for whom the Contractor is liable.

Upon termination or expiration of this Contract, Contractor will return all copies of Confidential Information to the State Entity or certify, in writing, that the Confidential Information has been destroyed. This duty of confidentiality shall be ongoing and survive the termination or expiration of this Contract.

33. **PUBLICITY:** Contractor shall submit to the State Entity for written approval all advertising and publicity matters relating to this Contract. It is within the State Entity's sole discretion whether to provide approval, which must be done in writing.
34. **CONTRACT INFORMATION:** INTENTIONALLY DELETED.
35. **INDEMNIFICATION RELATING TO INTELLECTUAL PROPERTY:** Contractor will indemnify and hold the State Entity and the State of Utah harmless from and against any and all damages, expenses (including reasonable attorneys' fees), claims, judgments, liabilities, and costs in any action or claim brought against the State Entity or the State of Utah for infringement of a third party's copyright, trademark, trade secret, or other proprietary right. The parties agree that if there are any limitations of Contractor's liability such limitations of liability will not apply to this section.
36. **OWNERSHIP IN INTELLECTUAL PROPERTY:** The State Entity and Contractor each recognizes that each has no right, title, interest, proprietary or otherwise in the intellectual property owned or licensed by the other, unless otherwise agreed upon by the parties in writing. All deliverables, documents, records, programs, data, articles, memoranda, and other materials not developed or licensed by Contractor prior to the execution of this Contract, but specifically created or manufactured under this Contract shall be considered work made for hire, and Contractor shall transfer any ownership claim to the State Entity.
37. **WAIVER:** A waiver of any right, power, or privilege shall not be construed as a waiver of any subsequent right, power, or privilege.
38. **ATTORNEY'S FEES:** INTENTIONALLY DELETED
39. **PROCUREMENT ETHICS:** Contractor understands that a person who is interested in any way in the sale of any supplies, services, construction, or insurance to the State of Utah is violating the law if the person gives or offers to give any compensation, gratuity, contribution, loan, reward, or any promise thereof to any person acting as a procurement officer on behalf of the State of Utah, or to any person in any official capacity participates in the procurement of such supplies, services, construction, or insurance, whether it is given for their own use or for the use or benefit of any other person or organization.
40. **DISPUTE RESOLUTION:** INTENTIONALLY DELETED.
41. **ORDER OF PRECEDENCE:** In the event of any conflict in the terms and conditions in this Contract, the order of precedence shall be: (i) this Attachment A; (ii) Contract Signature Page(s); (iii) the State of Utah's additional terms and conditions, if any; (iv) any other attachment listed on the Contract Signature Page(s); and (v) Contractor's terms and conditions that are attached to this Contract, if any. Any provision attempting to limit the liability of Contractor or limits the rights of the State Entity or the State of Utah must be in writing and attached to this Contract or it is rendered null and void.
42. **SURVIVAL OF TERMS:** Termination or expiration of this Contract shall not extinguish or prejudice the State Entity's right to enforce this Contract with respect to any default of this Contract or defect in the Services that has not been cured.
43. **SEVERABILITY:** The invalidity or unenforceability of any provision, term, or condition of this Contract shall not affect the validity or enforceability of any other provision, term, or condition of this Contract, which shall remain in full force and effect.
44. **ENTIRE AGREEMENT:** This Contract constitutes the entire agreement between the parties and supersedes any and all other prior and contemporaneous agreements and understandings between the parties, whether oral or written.

(Revision date: 12 February 2015)

## **ATTACHMENT B: SCOPE OF WORK FOR CHILDREN'S JUSTICE CENTER**

CONTRACTOR and the Attorney General's Office (AGO) agree that state law defines the requirements and purposes of a Children's Justice Center as follows, pursuant to 67-5-b-102(3):

- (3) The attorney general and each center shall fulfill the statewide purpose of each center by:
- (a) minimizing the time and duplication of effort required to investigate, prosecute, and initiate treatment for the abused child in the state;
  - (b) facilitating the investigation of the alleged offense against the abused child;
  - (c) conducting interviews of abused children and their families in a professional manner;
  - (d) obtaining reliable and admissible information which can be used effectively in criminal and child protection proceedings in the state;
  - (e) coordinating and tracking:
    - (i) the use of limited medical and psychiatric services;
    - (ii) investigation of the alleged offense;
    - (iii) preparation of prosecution;
    - (iv) treatment of the abused child and family; and
    - (v) education and training of persons who provide services to the abused child and its family in the state;
  - (f) expediting the processing of the case through the courts in the state;
  - (g) protecting the interest of the abused child and the community in the state;
  - (h) reducing trauma to the abused child in the state;
  - (i) enhancing the community understanding of sexual abuse of children, physical abuse of children, and other crimes in the state involving children where the child is a primary victim or a critical witness, such as in drug-related child endangerment cases;
  - (j) providing as many services as possible that are required for the thorough and effective investigation of child abuse cases; and
  - (k) enhancing the community understanding of criminal offenses committed against or in the presence of children.

To fulfill the requirements and purposes of a CJC, CONTRACTOR agrees to comply with the following conditions:

**1. Child Focused Setting. The CJC shall:**

- a. Maintain a child friendly facility that is designed to make child/youth feel comfortable and at ease and that meets all applicable state and local codes;
- b. Provide suitable interview rooms and waiting area for the child and family; provide sufficient and suitable staff to interact with the child and family, answer questions, to provide immediate crisis intervention; to ensure privacy when discussing cases with parent, staff, children, etc;
- c. Facilitate and coordinate child's and family's journey through criminal and juvenile systems;
- d. Ensure child and family are treated with respect and dignity.

**2. Forensic Interviews. The CJC shall:**

- a. Respond as quickly as possible to requests for interviews from law enforcement (LE) or the Division of Child Family Services (DCFS)/Child Protective Services (CPS);
- b. Schedule interviews and coordinate them with LE, DCFS/CPS and family;
- c. Record interviews and provide the original recordings to the interviewing entity and a copy to DCFS/CPS or law enforcement; provide transcripts upon request of LE or prosecutors, subject to limitations based on staff capacity; monitor recordings and transcripts to ensure quality and accuracy;
- d. Ensure optimal performance of all recording equipment and advise interviewers that CJC staff may need to periodically monitor interview to ensure audio and visual quality;
- e. Be responsible for ensuring the quality and professionalism of the interviewer if the CJC hires its own forensic interviewer;
- f. Refrain from mandating the use of a particular interviewing protocol as a condition of using the CJC, but can suggest or recommend a particular protocol be used by an interviewer (LE or DCFS/CPS);

- g. Relay any concerns of CJC staff regarding interviews or techniques used by any particular interviewer/investigator to the interviewer's supervisor with the suggestion that the supervisor review the interview; concerns may also be brought to the attention of the prosecutor's office.

**3. Referrals to Medical Exams, Mental Health Treatment, and Other Services. The CJC shall:**

- a. Make referrals for forensic medical exam to qualified provider;
- b. If CJC has medical program in center, schedule appointments and coordinate with LE, DCFS/CPS and family; maintain quality medical program;
- c. Provide referral and resource information on available community services, victims' rights, Crime Victims Reparations, etc. to child and family; coordinate treatment referrals with DCFS/CPS upon request by DCFS/CPS;
- d. Facilitate referrals to prosecutor/other victim advocate as needed for court preparation;
- e. Answer phone calls or other requests from parents of abused children (or others concerned about an abused child) for referral and resource information (may include treatment referrals which may need to be coordinated with DCFS/CPS, explanation of the general investigative process, general prosecution process, referral to a victim advocate, referrals for crisis counseling for family and child, information on CJC's and what they do, etc.);
- f. Refrain from recommending any one specific treatment provider over another, although CJC staff may identify the types of treatment offered by providers.

**4. Multidisciplinary Team (MDT) Meetings. The CJC shall:**

- a. Maintain multidisciplinary team (MDT) that includes LE, DCFS/CPS, prosecutor, medical provider, mental health provider, victim advocate, CJC representative, and other necessary professionals;
- b. Coordinate and facilitate MDT meetings on new and pending cases at regularly scheduled intervals;
- c. Document when MDT meetings are held, agencies attending, cases discussed; note if case continued for further discussion or follow-up, disposition of case in court (juvenile or criminal);
- d. Obtain input from LE, DCFS/CPS and prosecutors, child protection assistant attorneys general and other team members as to their needs;
- e. Facilitate the sharing of information among MDT members as needed;

**5. Case Management System (CMS). The CJC shall:**

- a. Maintain and update AG CMS promptly and accurately on a regular basis, at least weekly, and provide quarterly reports to CJC Program. Data must be entered by the 20th day of the month following the close of each quarter to ensure accuracy of the quarterly statistical reports;
- b. Document number of cases opened, number of interviews done at center, number of transcripts requested and number of transcripts provided;
- c. Track and document if criminal charges are filed or not filed; if filed, document the case outcome; enter the info into the CJC Program CMS;
- d. Track trainings and categories of persons trained;
- e. Restrict notations maintained in the CMS. Other than documentation of staff activity, such as notations regarding date and outcome of appropriate family follow-up, CJC employees are prohibited from maintaining case notes, summaries of discussions, and opinions or notes of substance of discussions, as CJC's are not record keepers who would then be subject to GRAMA or subpoena.

**6. Training and Community Education: The CJC shall:**

- a. Facilitate and/or coordinate training opportunities on interviewing children for local law enforcement (LE) and the Division of Child and Family Services (DCFS)/Child Protective Services (CPS);
- b. Facilitate and coordinate training opportunities for LE, DCFS/CPS, prosecutors and other allied agency professionals;
- c. Notify the administration of the Program of any training offered or promoted by a CJC;
- d. Provide public awareness presentations to local businesses, community groups, etc. on CJC's and what they do;
- e. Coordinate with other agencies or persons who provide such presentations;
- f. Have relevant education materials readily available for distribution;

- g. Facilitate and coordinate educational or informational meetings where LE, DCFS/CPS and other professionals can make presentations;
  - h. Refrain from endorsing any third-party organization or keeping an organization's promotional or marketing materials in the center, unless otherwise authorized by the Program.
- 7. Organizational Capacity. The CJC shall:**
- a. Provide management and supervision of center staff; provide financial reports as requested by state and in format requested by state; be fiscally responsible; maintain accurate accounting (receipt and disbursement) of all state monies, federal monies, county monies, private monies as well as an accurate accounting of in-kind services, items or other donations from state, county, federal and private sectors;
  - b. Participate in CJC directors meetings, State Advisory Board meetings, State Advisory Board committee meetings and any special appointments to committees by the State Advisory Board
  - c. Schedule and facilitate local advisory board meetings; provide record keeping and minutes for local advisory board meetings; send minutes of local board meetings to CJC Program within 45 days of board meeting;
  - d. Facilitate discussion at local levels with supervisors, local advisory board meetings and MDTs, of concerns and needs, and identify solutions, strategies, plans, etc. to address those needs;
  - e. Review MDT protocols, operating guidelines and MOUs at least annually and update when necessary. If said documents have been updated in the course of the fiscal year, the CJC will provide copies of updated documents by June 1<sup>st</sup> to the CJC Program.
- 8. National Children's Alliance Standards and Membership Categories**
- a. The AGO utilizes the National Children's Alliance (NCA) Standards to assist in determining the "substantial compliance" of the CJC with the following:
    - i. Multidisciplinary Team
    - ii. Cultural Competency
    - iii. Forensic Interviews
    - iv. Victim Support and Advocacy
    - v. Medical Evaluation
    - vi. Mental Health
    - vii. Case Review
    - viii. Case Tracking
    - ix. Organizational Capacity
    - x. Child-Focused Setting.
  - b. The AGO recognizes the NCA membership categories, including accredited, associate, and affiliate membership and utilizes NCA's membership definitions as needed, including when determining eligibility for state chapter support funding.
- 9. Auxiliary Programs/Services. The CJC shall:**
- a. Seek prior written approval of the administration of the CJC Program for any service offered by a CJC, other than those specifically designated in this contract, in order to maintain the core functions of the state program, which is the facilitation and coordination of investigation and prosecution of child abuse and other cases where a child is a primary victim and that the CJC is a neutral, child friendly facility.
  - b. If the CJC implements a program or service that interferes or conflicts with the statutory purposes of the CJC Program, the AGO may take appropriate action including warnings, reduction of funding, or termination of contract.
- 10. Fundraising**
- a. The CONTRACTOR acknowledges the following guidelines as to what is allowable and unallowable with regard to CJC staff fundraising or assisting private, nonprofits on state paid time.
  - b. Allowable activities on state paid time:
    - i. giving public presentations about the CJC and answering audience questions about how/where they can help monetarily; attending a fund raising event to explain what a CJC does, etc.; responding to public requests as to what the CJC needs are;



- ii. Responding to phone calls or other requests as to how donations can be made to the CJC; referring individuals who want more info on contributing services, monetary funds or goods, to a member of the Friends Board; attending local Friends Board meetings as a liaison to explain what local CJC needs are;
    - iii. Receiving donations, monetary or otherwise; sending "Thank you" notes to contributors on behalf of the CJC (not the Friends Board); writing grants for the CJC, not for Friends Board.
    - iv. CONTRACTOR will need to determine how monetary donations made directly to the local CJC are received, deposited, and accounted for;
  - c. Activities and/or expenses that must be paid for with monies other than state monies:
    - i. contacting businesses, persons or the public with the specific purpose of soliciting monetary or other donations; includes contact by email or mail, phone, in person, fax, etc; distributing, preparing flyers for fund raising event; gathering items from businesses or others for prizes for fund raising event;
    - ii. planning, organizing, preparing, helping or otherwise facilitating fund raising event other than attending as the CJC liaison;
    - iii. doing any work of or for the local Friends Board including its finances, minutes, correspondence, billings, invoices, travel, etc.; promoting businesses who offer to contribute all or a portion of proceeds to local CJC;
    - iv. hosting fund raising events where the primary purpose is to solicit and/or raise funding, goods, or services for local CJC (rummage sales, bake sales, dinners, dances, galas, festivals, barbecues, contests, etc.);
    - v. costs of fund raising, including financial campaigns, endowment drives, solicitation of gifts and bequests, and similar expenses incurred solely to raise capital or obtain contributions.
  - d. The CONTRACTOR agrees that no state monies will be used to compensate CJC employees for unallowable activities as identified in the guidelines and will maintain documentation regarding what non-state funds were used for said activities.
  - e. The CONTRACTOR agrees that it will implement a specific plan to address costs of employees who engage in fundraising or work for private non-profit entities and provide a copy of the plan to the CJC Program upon request. This may consist of the CJC employees working "after hours" or on weekends, identifying/documenting an employee's hours spent on fundraising and/or working for a non-profit entity and the source of funds being used to pay for that time, by identifying a percentage of an employee's time to be covered by a specified source other than state funds, or some other plan as determined by the CONTRACTOR.

#### 11. Reimbursements

- a. The CONTRACTOR understands that contracted monies are to be paid to the CONTRACTOR on a reimbursement basis. Said requests for reimbursements, including medical as well as quarterly or other reimbursements, on behalf of the CJC, must be provided in the AG approved format and signed by the authorized county official. The AG may request supporting documentation for the expenditures prior to authorization of a reimbursement payment.
- b. The CONTRACTOR understands and agrees that the AGO will be utilizing relevant state cost principles from State Finance and relevant federal costs principles from the Federal Office of Management and Budget to determine allowable and unallowable costs, reimbursements, etc. If county policy differs, a copy of said policy must accompany reimbursement request.

#### 12. Acknowledgement

- a. CONTRACTOR agrees to include the AGO logo and the following acknowledgement on printed and promotional materials, press releases, websites, and other digital media.
  - i. "The (Name of CJC) is part of the CJC Program, administered by the Utah Attorney General's Office"
- b. In instances where the use of the written acknowledgment is restricted by space and/or format, the CONTRACTOR will include the AGO logo.

#### 13. Noncompliance

- a. The AGO may take appropriate action including warnings, reduction of funding or termination of contract should there be noncompliance with any of the provisions of this contract.

## ATTACHMENT C, CONTRACT COSTS AND FISCAL CONDITIONS

1. METHOD AND SOURCE OF PAYMENT: The STATE agrees to reimburse CONTRACTOR for costs authorized by this contract, by warrant drawn against the State of Utah, upon receipt of itemized billing for STATE authorized services provided and supported by information contained on reimbursement forms supplied by the STATE. Payment will be made quarterly, pursuant to submission by contractor on a timely basis. The CONTRACTOR will be paid for actual cost of service up to the contract amount.
2. OVERPAYMENT/AUDIT EXCEPTIONS/DISALLOWANCES: The CONTRACTOR agrees that if during or subsequent to the contract period it is determined by the STATE, through audit or ATTORNEY GENERAL'S OFFICE fiscal reviews, that payments to the CONTRACTOR were incorrectly reported or paid, the STATE may amend the contract and adjust the CONTRACTOR payment rates for the remainder of the contract period, or any renewal period. Any excess payments are, upon written request, immediately due and payable to the STATE. In addition, CONTRACTOR expenditures under this contract, determined by audit or ATTORNEY GENERAL'S OFFICE fiscal review, to be ineligible for reimbursement because they were not authorized by the terms and conditions of the contract, or that are inadequately documented, and for which payment has been made to the CONTRACTOR, will upon written request be immediately refunded to the STATE by the CONTRACTOR. The CONTRACTOR further agrees that the STATE shall have the right to withhold any or all subsequent payments under this or other contracts with the CONTRACTOR until recoupment of overpayment is made.
3. PAYMENT WITHHOLDING: The CONTRACTOR agrees that the reporting and record keeping requirements specified in this contract are a material element of performance and that if, in the opinion of the STATE, the CONTRACTOR's record keeping practices and/or reporting to the STATE are not conducted in a timely and satisfactory manner, the STATE may withhold part or all payments under this or any other contract until such deficiencies have been remedied. In the event of the payment(s) being withheld, the STATE agrees to notify the CONTRACTOR in writing prior to denial of payment of the reasons for the denial and of the actions that the CONTRACTOR will need to take to bring about the release of withheld payments.
4. BILLINGS: Billings and claims for services must be received within forty-five (45) days after the last date of service for the quarterly period billed. The final billing must be submitted within (10) days after the termination of the contract, due to the closeout of the State's fiscal year. Payment for final billings received more than ten (10) days after contract termination may be delayed or denied.
5. FINANCIAL AND COST ACCOUNTING SYSTEM: The CONTRACTOR agrees to maintain a financial and cost accounting system in accordance with generally accepted accounting principles. At a minimum, the CONTRACTOR's accounting system shall provide for a General Ledger, and cost accounting records adequate to assure that costs incurred under this contract are reasonable, allocable to contract objectives, and separate from costs associated with other business activities of the CONTRACTOR. The CONTRACTOR further agrees that all program expenditures and revenues shall be supported by reasonable documentation (vouchers, invoices, receipts, etc.) which shall be stored and filed in a systematic and consistent manner. The CONTRACTOR further agrees to retain and make available to independent auditors, State and Federal auditors, and program and contract reviewers all accounting records and supporting documentation for a minimum of four (4) years after the expiration of this contract. The CONTRACTOR further agrees that, to the extent it is unable to reasonably document the disposition of monies paid under this contract, it is subject to an assessment for over-payment.
6. DEPARTMENT COST PRINCIPLES: The CONTRACTOR agrees to abide by Department Cost Principles as applicable to the contract.
7. NOTIFICATION OF THE INTERNAL REVENUE SERVICE: It is the Utah Attorney General's policy to notify the Internal Revenue Service of any violations of IRS regulations uncovered as a result of its dealings with providers.
8. RELATED PARTIES: The CONTRACTOR shall not make payments to related parties in any category of Administration, Capital Expenditures, or Program Expenses without the prior written consent of the STATE. Payments to related parties may include, but are not limited to: salaries, wages,

compensation under employment or service agreements, or payments under purchase, lease, or rental agreements. Payments made by the CONTRACTOR to related parties without such prior written consent may be disallowed and may result in an overpayment assessment. For the purpose of defining payments to related parties under a contract:

- a. The CONTRACTOR shall be defined to include all owners, partners, directors, officers of the CONTRACTOR or others with authority to establish policies and make decisions for the CONTRACTOR.
- b. Persons and/or organizations shall be considered related parties when any of the following conditions exist: 1) A person and/or organization with directors, officers, or others with the authority to establish policies and to make decisions for the organization who is/are related to the CONTRACTOR through blood or marriage, as defined by Utah Code Ann. Section 52-3-1 (d) as father, mother, husband, wife, son, daughter, sister, brother, uncle, aunt, nephew, niece, first cousin, mother-in-law, father-in-law, brother-in-law, sister-in-law, son-in-law, or daughter-in-law. 2) An organization has in common with the CONTRACTOR either: a) owners or partners who directly or indirectly own ten percent (10%) or more of the voting interest of the organization; and/or b) directors, officers or others with authority to establish policies and make decisions for the organization.

The CONTRACTOR is obligated to immediately call any contemplated or actual related party payment to the attention of the STATE. Upon notification of related party payment, the STATE may, at its discretion, require that the CONTRACTOR undertake competitive bidding for the goods/services, require satisfactory cost justification prior to payment, or take other steps that may be necessary to assure that the goods/services provided afford the STATE a satisfactory level of quality and cost. Any related party payments contemplated under this contract are specified as follows: (If none, please so state below.)

Name	Purpose	Amount	Justification
NONE			

9. CHANGES IN BUDGET (Cost Reimbursement Contracts Only): The budget, presented in Attachment D, shall be the basis for payment. Expenditures in excess of those originally budgeted may be considered questioned costs. Resolution of such questioned costs will normally result in a request that such excesses be refunded to the STATE. When the contract restricts expenditures within defined categories, any unapproved excess will be considered a questioned cost.
10. PRICE REDUCTION FOR DEFECTIVE COST OR PRICING DATA: If any price, including profit or fee, negotiated in connection with this contract, or any cost reimbursable under this contract was increased by any significant sum because the CONTRACTOR furnished cost or pricing data (e.g., service code cost summaries, salary schedules, reports of prior period costs, etc.) which was not accurate, complete, and current, the price or cost shall be reduced accordingly and the contract shall be modified in writing as may be necessary to reflect such reduction, and amounts overpaid shall be subjected to overpayment assessments. Any action the STATE may or may not take in reference to such price reduction shall be independent of, and not be prejudicial to, the STATE's right to terminate this agreement.
11. FUNDING: In accordance with Utah Code Ann. 67-5b-103, funding for centers is intended to be broad-based, provided by a line item appropriation by the Legislature to the attorney general, and is intended to include federal grant monies, local government monies, and private donations.
12. PAYMENT RATES: Initial payment rates for negotiated contracts may be calculated based on actual expenditures for prior period, available budget and changes in the type or quality of service. The rates may be adjusted up or down during the contract term in accordance with prior paid actual costs or a review of current costs verified by audit or fiscal review. Such a rate adjustment may be retroactive to the beginning of the contract. Rates for contracts awarded as a result of the competitive bidding process will not be changed during the contract term.

EXPENSE CATEGORY	TOTAL EXPENSE	REVENUE SOURCES									
		STATE CONTRACT				OTHER SOURCES					
		ONGOING	ONE TIME FUNDS (Roll-Over)	MEDICAL	LOCAL GOV CASH	LOCAL GOV INKIND	NCA GRANT	FEDERAL OTHER	FRIENDS PRIVATE	OTHER PRIVATE	
<b>CATEGORY 1 - CAPITAL EXPENDITURES</b>											
A. Capital Improvements	Building	0									
Total	Grounds	0									
<b>CATEGORY 2 - PROGRAM OPERATING</b>											
A. Personnel	Director	48,458	47,788							668	
	Coordinator	36,171	33,671							2,500	
	VOCA	18,803	1,860					16,743			
		0									
		0									
		0									
		0									
		0									
		0									
		0									
		0									
		0									
		0									
		0									
		0									
Total	103,230.00	0									
B. Benefits	Director	13,946	13,946								
	Coordinator	10,410	10,410								
	VOCA	4,819	482					4,337			
		0									
		0									
		0									
		0									
		0									
		0									
		0									
		0									
		0									
		0									
		0									
		0									
		0									
		0									
Total	29,174.58	0									
C. In-state Travel	Mileage (Local)	0									
Total	1,621.00	1,621	750					871			
D. Space	Mortgage	0									
	Rent	13,200					13,200				
	Janitorial	0									
	Ground Maintenance	500					500				
	Building Maintenance	500					500				
	Property Taxes	0									
Total	14,200.00	0									
E. Utilities	Gas	800			800						
	Electric	2,200			2,200						
	Garbage	625			625						
	Water, sewer, etc	0									
Total	3,625.00	0									
F. Communication	Telephone	200	200								
	Cell Phone	0									
	Network Services	0									
	Internet Services	2,640	2,640								
	Postage	0									
Total	2,840.00	0									
G. Equipment / Furniture	Office Furniture	0									
	Office Equipment	0									
	Computer Equip/Software	0									
	Repair / Maintenance	0									
Total		0									
H. Supplies	Office supplies / tapes	2,200	2,200								
	Medical	0									
	Friends Board Meeting	480	480								
	Advisory Board Meeting	220	220								
	MDT Meeting	240	240								
	Volunteer Luncheon	300							300		
Total	3,440.00	0									
I. Miscellaneous	Printing	0									
	Petty Cash	0									
	Miscellaneous Services	0									
	Miscellaneous Supplies	0									
	NCA Reaccreditation Dues	0									
	Insurance (premises/liability)	0									
Total		0									
J. Conference/Training	NCA Leadership Registration	0									
	Hotel, Per Diem, Travel	0									
	Misc Expenses	0									
	Symposium Registration	1,500	1,400					100			
	Hotel, Per Diem, Travel	4,350	4,000					350			
	Misc Expenses	0									
	Other Conf/Training Registration	1,726	540					1,186			
	Hotel, Per Diem, Travel	0									
	Misc Expenses	0									
Grand Total	7,576.00	0									
K. Professional Fees and Contract Services	Translation	0									
	Maintenance /Repair	0									
	Contracted Trainers	0									
Total		0									
<b>TOTALS</b>		165,707	120,827	0	0	3,625	14,200	0	23,587	3,468	0
<b>PERCENT OF TOTAL BUDGET</b>		100%	73%	0%	0%	2%	9%	0%	14%	2%	0%
		37%	State Contract	120,827	3%	12%	0%	20%	3%	0%	



**Fw: New Contract Documents**  
Scott Broadhead to: Rebecca Poulsen

07/01/2015 08:18 AM

This needs to be on the next agenda.

----- Forwarded by Scott Broadhead/TooeleCo on 07/01/2015 08:17 AM -----

From: Rachael Cowan/TooeleCo  
To: Scott Broadhead/TooeleCo@TooeleCo, SMilne.TooeleCounty@gmail.com  
Date: 07/01/2015 07:54 AM  
Subject: Fw: New Contract Documents

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Here is a copy of the new contract for the CJC from the AG's office. Last year it was just an amendment to the contract so Shawn or Doug just signed it- can't recall right off hand which one. Since this is a "new" contract can it just be signed by I believe Shawn or do I need to get it on the next Commission Meeting agenda?



FY16 Tooele CJC Contract Package.pdf

Thanks,

*Rachael Cowan*

Director, Tooele County Children's Justice Center

435-843-4770

rcowan@co.tooele.ut.us

Attached is the new contract for the CJC. As I noted in a previous email, the contract period is now for five years, but we can only fund on a year to year basis (because the future fiscal years' funding has not yet been appropriated). That will be addressed by amendment. Also, because we do not yet know what your final rollover may be, any balance will also have to be added via an amendment.

Please check the attached document and make sure it includes the following: 1) cover page; 2) Attachment A, Terms and Conditions; 3) Attachment B, Scope of Work; 4) Attachment C, Contract Costs and Fiscal Conditions; and 5) Budget Proposal. If any of these items are missing or appear to be incorrect, please contact me.

Otherwise, please print out **THREE ORIGINALS** and have someone who is authorized to sign on behalf of your county sign all three. Please return **ALL THREE** to me so I can get them processed. You can assure your county that it will receive one original, once all have been finalized by State Finance. If State Finance does not receive them in time to finalize before July 31st, we have to take additional steps to get the contract approved, so I would appreciate your assistance

in meeting these deadlines. If you have any questions, please call me. Thanks so much!

Tracey L. Tabet  
Administrator, Children's Justice Center Program  
Director, Community Justice and Outreach Section  
Utah Attorney General's Office

(Address is on next page)

search

NCA Member Login

### Utah Children's Justice Center Program



Empowering Utah communities to serve child victims of abuse.

- Welcome
- About Us
- About Child Abuse
- Training and Events Calendar
- How You Can Help
- Contact Us
- What Does a CJC Look Like?
- NCA Subaward Info for Accredited CJCs



NATIONAL CHILDREN'S ALLIANCE®

### Contact Us

Please contact us using the information below:

Utah Children's Justice Center Program  
 Utah Attorney General's Office  
 5272 S. College Drive, #200  
 Salt Lake City, UT 84123

Tracey L. Tabet, CJC Program Administrator: (801) 281-1202,  
[ttabet@utah.gov](mailto:ttabet@utah.gov)  
 Laura Seklemian, CJC Training and Development Coordinator: (801)  
 281-1238, [lseklemian@utah.gov](mailto:lseklemian@utah.gov)  
 Fax: (801) 281-1235

### Fighting Child Abuse

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\* Required Fields

First Name

Last Name

Email

Company

Phone

\* What would you like to be contacted about?