



STATE OF UTAH
CONTRACT AMENDMENT

TOOELE COUNTY CORPORATION
CONTRACT # 23-07-12

AMENDMENT # 2 To CONTRACT # 230481

TO BE ATTACHED TO AND MADE A PART OF the above numbered contract by and between the State of Utah, Utah Attorney General's Office referred to as State Entity and, Tooele County, referred to as Contractor.

THE PARTIES AGREE TO AMEND THE CONTRACT AS FOLLOWS:

1. Contract period:

7/1/2022 (Original starting date)
6/30/2027 (Current ending date)
6/30/2027 new ending date

2. Contract amount:

\$149,405.68 (Current contract amount)
\$255,856.00 (Amendment amount)
\$405,261.68 new contract amount
add current amount to amendment amount

3. Other changes: (attach other sheets if necessary):

Please see updated Scope of Work

4. Effective Date of Amendment: 07/01/2023

All other conditions and terms in the original contract and previous amendments remain the same.

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

CONTRACTOR

STATE

James A. Welch 7/3/2023
Contractor's signature Date

Agency's signature Date

JAMES A. WELCH
Type or Print Name and Title
TOOELE COUNTY MANAGER

NA, Contractor is Gov't Entity
Director, Division of Purchasing Date

Tracey Tabet Agency Contact Person 801 281-1202 Telephone Number ttabet@agutah.gov Email

APPROVED AS TO FORM:

(Revision 04 October 2018)

Colin R. Winchester 07/03/2023
Colin R. Winchester
Deputy Tooele County Attorney

ATTACHMENT B: SCOPE OF WORK FOR CHILDREN'S JUSTICE CENTER (UPDATED)

CONTRACTOR (CJC) and the Attorney General's Office (Program) agree that state law defines the requirements and purposes of a Children's Justice Center as follows, pursuant to Utah Code Annotated §67-5b. To fulfill the requirements and purposes of a CJC, CJC agrees to comply with the following conditions:

1. Child Focused Setting. The CJC shall:

- a. Maintain a safe, 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. For centers funded to operate full-time (per the Program funding formula), the facility's operating hours shall be 40 hours a week and shall be sufficiently staffed to provide services as outlined in this contract. Centers funded to operate on a part-time basis or as a satellite may be open fewer than 40 hours a week. Contact information for the center shall be posted for visitors who come to the center outside set operating hours;
- d. Facilitate and coordinate child's and family's journey through criminal and juvenile systems;
- e. Treat the child and family with respect and dignity;
- f. Notify the administrator of the Program promptly regarding any plans to relocate the CJC or expand services beyond those outlined in the Scope of Work.

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. Actively promote a joint LE/CPS response and encourage both to be present for the forensic interview;
- c. Schedule interviews and coordinate them with LE, DCFS/CPS and family;
- d. Record interviews and provide recordings to the assigned LE and CPS designees; provide transcripts upon request of LE or prosecutors, subject to limitations based on staff capacity;
- e. 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;
- f. Be responsible for ensuring the quality and professionalism of the interviewer if the CJC hires its own forensic interviewer;
- g. If the CJC hires its own forensic interviewer, the CJC will ensure its forensic interviewer participates in peer review and training with other CJC forensic interviewers as provided and coordinated by the Program's Deputy Director; the CJC will also ensure its forensic interviewer becomes an FI trainer within one year of hire;
- h. 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);
- i. Relay any concerns of CJC staff or MDT 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; consult with the Program's Deputy Director for problem-solving and remedial training/skill building options as needed.

3. Victim Advocacy: The CJC shall:

- a. Ensure that CJC victim advocacy service providers meet the Program's 24 hour, CJC-specific training requirement before providing advocacy services to children and families; meet the additional 16-hour Utah requirement within 3 months of hire; maintain documentation as proof of all training completion;
- b. Provide services and support consistent with the Rights of Crime Victims Act;
- c. Provide needs assessment and crisis intervention; engage in information sharing with the MDT; coordinate case management meetings; provide a warm handoff to other victim advocates; provide

- active outreach and follow-up support services;
- d. Provide referral and resource information on available community services, victims' rights, Office for Victims of Crime, etc. to child and family;
- e. Facilitate referrals to prosecutor/other victim advocate as needed for court preparation;
- f. 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 CJs and what they do, etc.).

4. Medical Exams: The CJC shall:

- a. Make referrals for forensic medical exam to CJC-affiliated providers as identified by Primary Children's Hospital (the Contractor for the CJC Medical Assessment Program); the Medical Assessment Program's referral policy is incorporated by reference and the parties agree that the policy may be amended by notice, in writing, as required to fulfill the purposes of the contract.
- b. In order to ensure appropriate medical care, pertinent information including the type of abuse, details regarding injuries and the timing of the suspected abuse (along with the type of sexual contact) should be included in the medical referral. Medical providers should be updated if and when additional pertinent information becomes available.

5. Mental Health: The CJC shall:

- a. Provide information to caregivers about the importance of evidence-based, trauma-focused behavioral health treatment for children;
- b. Share information about and the opportunity to participate in the Care Process Model for Pediatric Traumatic Stress with each caregiver;
- c. Make referrals to behavioral health provider(s) qualified to conduct evidence-based, trauma-focused behavioral health services for children in accordance with local county referral and procurement policies;
- d. Ensure that all behavioral health providers employed by the CJC through contract or other means, including those with a linkage agreement, and all behavioral health providers listed on your referral list are engaged in consultation calls with an expert in the field at least four (4) times a year for a total of at least four (4) hours a year.
 - i. "Expert" is a person with an active state DOPL license for mental health practice, at least forty (40) hours of training and at least two (2) years of independent practice in the modality they are providing consultation for.
- e. For CJs contracting with providers and using State dollars to cover treatment costs for a child under said contracts, it is the responsibility of the CJC to ensure there is a standardized treatment plan in place ahead of clinical intervention, to include: (1) a client-centered goal/objectives for treatment; (2) modality/interventions; and 3) anticipated length of treatment with review date; said treatment plans are subject to audit for compliance;
- f. For CJs contracting with mental health providers, State funds are preauthorized for the following expenses associated with child abuse victims, as defined in Utah Code Annotated §67-5b(101) and served by a CJC:
 - i. Biopsychosocial behavioral health or psychological assessments, up to one hundred and twenty (120) minutes;
 - ii. Up to twenty-five (25) sessions per child primary victim (hereinafter "child"), either conjoint or time spent alone with child or parent up to ninety (90) minutes in total on one (1) day;
 - iii. No-show appointments; and
 - iv. Time spent at case review and MDT meetings;
- g. Preauthorized rates for above-referenced services provided by contract providers are:

- i. \$81.25 per hour (sixty (60) minutes) for a minimum of fifty (50) minutes of clinical intervention (hereinafter “therapy”); should be prorated for any time spent in therapy that exceeds fifty (50) minutes and up to ninety (90) minutes, up to twenty-five (25) sessions per client;
 - ii. \$200 for a clinical assessment, one (1) per client;
 - iii. \$30 for a no-show, up to three (3) per client; and
 - iv. \$50 per hour for sixty (60) minutes of consultation and attendance at case review;
- h. CJC may seek prior written approval of a higher hourly rate for services from the Program’s Mental Health Services Specialist by submitting: (1) a resume or CV for each contracted behavioral provider whose rate exceeds \$81.25 per hour; (2) documented prior instances where a similar rate has been paid to the contracted behavioral health provider; and (3) any other important information, such as proof of advanced experience in the contracted behavioral health provider’s subject area, which they feel should be considered as the Program’s Mental Health Services Specialist reviews the proposed contracted behavioral health provider rates;
- i. CJC may seek prior written approval for additional sessions, beyond the preauthorized twenty-five (25) sessions; CJC requests should be made in consultation with the contracted behavioral health provider to offer justification for additional sessions; the Program’s Mental Health Services Specialist will review said requests on a case-by-case basis;
- j. Payment of rates exceeding preauthorized rates, exceeding preauthorized number of sessions, and without prior written approval from the Program’s Mental Health Services Specialist may be denied for reimbursement. Program funds used for any other behavioral health purpose other than those listed above are subject to review by the Program’s Mental Health Services Specialist and may be denied for reimbursement;
- k. Notwithstanding other contract terms, the Program may amend its preauthorized rates for this contract by written notification to CJC; said notification will constitute an amendment without the CJC’s signature; amendment rates will become effective fifteen (15) days after written notification.

6. Multidisciplinary Team (MDT) Meetings. The CJC shall:

- a. Develop and maintain a functioning and effective multidisciplinary team (MDT), including but not limited to LE, DCFS/CPS, prosecutor, medical provider, mental health provider, victim advocate, CJC representative, and other necessary professionals;
- b. Serve as an interagency coordinated response center;
- c. Have a written interagency agreement/MOU and MDT protocol that meets NCA’s nationally recognized standards;
- d. Have written documentation describing how information is shared among the MDT and how confidentiality is protected;
- e. Provide routine opportunities for MDT to give feedback and suggestions regarding the operating procedures of the CJC and the MDT, including but not limited to the MDT OMS survey;
- f. Consult with the Program’s Deputy Director for problem-solving and team building as needed.

7. Case Review. The CJC shall:

- a. Maintain written guidelines for case review procedures;
- b. Conduct/facilitate case review at least once a month to ensure informed case decisions are made, client outcomes are improved, interventions are coordinated, and obstacles to the investigation and service delivery are addressed;
- c. Ensure attendance by those actively working the case who are capable of making, informing, and/or advocating for decisions, including but not limited to LE, CPS, forensic interviewer, prosecution, medical, mental health, victim advocate, and CJC.

8. Case Tracking. The CJC shall:

- a. Maintain and update AG Case Management System (CMS) promptly and accurately on a regular

basis, at least weekly. 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. Enter data for every case, completing all required fields as outlined in the Program CMS User Guide; the User Guide is incorporated by reference and the parties agree that the guide may be amended by notice, in writing, as required to fulfill the purposes of the contract;
- c. 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 shall not make editorial comments, conclusions, or opinions within the CMS; CJs are government agencies and subject to the requirements of the Government Records and Management Act.

9. Training and Community Education: The CJC shall:

- a. Coordinate with the Program to ensure child forensic interview training is provided to LE, CPS, or designated interviewers who conduct or observe forensic interviews regularly at the CJC (and also reflects our new student criteria); maintain documentation as proof of training completion;
- b. Facilitate and coordinate training opportunities for CJC staff, LE, DCFS/CPS, prosecutors, and other allied agency professionals;
- c. Notify the Program Support Specialist in writing and in advance, of any training offered or promoted by a CJC, with the exception of CJC employee training required by your County as a condition of employment;
- d. Provide public awareness presentations to local businesses, community groups, etc. on CJs and what they do;
- e. Coordinate with other agencies or persons who provide such presentations;
- f. Maintain relevant education materials 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.

10. 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. Conduct criminal background screenings for all CJC employees and volunteers; comply with the requirements of the Volunteer Government Workers Act;
- c. Maintain abuse prevention policies that promote a safe environment, ensure appropriate supervision of children on the premises, and abide by mandatory reporting laws;
- d. Comply with the requirements of the Program's critical incident policy, which outlines the circumstances under which the CJC must notify the Program of incidents that may meet the definition of a critical incident; critical incidents include but are not limited to potential violations of local, state, or federal law;
- e. 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; and the CJC Symposium;
- f. Maintain a local advisory board, with appointees and designees serving a term or terms as designated in the board's bylaws; it is recommended that it be composed of the following people from the county or area: 1) the local center director or the director's designee; 2) a district attorney or county attorney having criminal jurisdiction or any designee; 3) a representative of the attorney general's office, designated by the attorney general; 4) at least one official from a local law enforcement agency or the local law enforcement agency's designee; 5) the county executive or the county executive's designee; 6) a licensed nurse practitioner, physician assistant, or physician; 7) a licensed mental health professional; 8) a criminal defense attorney; 9) at least two members of the community at large; 10) a

guardian ad litem or representative of the Office of Guardian Ad Litem, designated by the director; 11) a representative of the Division of Child and Family Services, designated by the employee of the division who has supervisory responsibility for the county served by the center; 12) if a center serves more than one county, one representative from each county served, appointed by the county executive; and 13) additional members appointed as needed by the county executive. The local advisory board does not supersede the authority of the contracting county;

- g. Schedule and facilitate local advisory board meetings; Send draft minutes of local board meetings to Quality Assurance Analyst within 45 days of each board meeting;
- h. Facilitate discussion at local levels with supervisors, local advisory board members and MDTs, of concerns and needs, and identify strategies to address those needs;
- i. 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 updated documents by June 1st to the Quality Assurance Analyst;
- j. For employees funded by state monies, in whole or in part under this contract, the primary physical working location for the employee(s) shall be the CJC; for employees split between CJC/non-CJC functions, the CJC shall maintain documentation, including but not limited timesheets, to support costs allocated to the CJC.

11. Program Evaluation and Outcomes. The CJC shall:

- a. Ensure that all professionals conducting forensic interviews at the CJC participate in peer review at least twice a year. Scheduling for peer review will be initiated by the Program's Deputy Director but it is the responsibility of the CJC to ensure its interviewers' compliance; CJC must maintain documentation demonstrating completion of peer review;
- b. Ensure that CJC employees who provide victim services participate in a victim advocacy skills peer consultation with the Program's Deputy Director at least once every other year and implement recommendations; Scheduling for peer consultation will be initiated by the Program's Deputy Director but it is the responsibility of the CJC to ensure its employees' compliance;
- c. Consult with the Program's Deputy Director on its case review process at least once annually and implement recommendations;
- d. Participate in CMS data entry/quality assurance checks at least twice a year by the Program's Quality Assurance Analyst, and implement recommendations as needed;
- e. Offer initial and follow up Outcome Measurement System (OMS) surveys to caregivers seen at the CJC and consider ways to implement feedback; compliance shall be documented in the CMS;
- f. Administer OMS survey to MDT twice a year and consider ways to address/implement the feedback;
- g. If the CJC's performance is found to be lacking in any of the above areas, the CJC will coordinate with the Program for technical assistance to improve effectiveness.

12. National Practice Standards

- a. The Program utilizes nationally recognized minimum standards to inform the practice and policy of Utah's CJs and to determine the "substantial compliance" of the CJC with said standards;
- b. Training opportunities required under #9b shall reflect and take into consideration training requirements recommended under the standards;
- c. The AGO recognizes the membership categories of the National Children's Alliance (NCA), including accredited, associate, and affiliate membership, and utilizes said membership definitions as needed;
- d. Currently accredited centers shall be expected to maintain their accredited status to remain eligible for additional state funding. Eligible centers not yet accredited shall be encouraged to work with the Program to establish a timeline for becoming fully accredited.

13. Auxiliary Programs/Services. The CJC shall:

- a. Obtain prior written approval of the administration of the CJC Program for any service offered by or through 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. Obtain prior written approval for the expansion of a CJC's service area, as that will require a contract amendment to incorporate said area;
- c. If the CJC fails to obtain said approval or implements a program or service that interferes or conflicts with the statutory purposes of the CJC Program, the Program may take appropriate action including warnings, reduction of funding, or termination of contract.

14. Fundraising.

- a. The CJC 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. Examples of allowable activities on state paid time:
 - i. giving public presentations about the CJC and answering questions about how/where they can help monetarily; attending a fund raising event to explain what a CJC does, etc.; responding to a public request regarding the needs of the CJC; referring potential donors to a member of the Friends Board; attending local Friends Board meetings as a liaison to address local CJC needs;
 - ii. Receiving donations, monetary or otherwise; sending "Thank you" notes to contributors on behalf of the CJC (not Friends Board); writing grants for the CJC;
 - iii. CJC shall determine how monetary donations made directly to the local CJC are received, deposited, and tracked; Monies shall be maintained separately from county general fund accounts or otherwise clearly identified for the CJC;
- c. Examples of activities and/or expenses that must be paid for with non-State monies:
 - i. Contacting businesses or individuals, through any means, with the specific purpose of soliciting monetary or other donations; preparing and distributing fundraiser materials; gathering items from businesses or others for fundraising event;
 - ii. planning, organizing, preparing, helping, or otherwise facilitating fundraising 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, barbeques, 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 CJC 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 CJC 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.

15. Acknowledgement

- a. CJC agrees to include the Attorney General's Office (AGO) logo and the following acknowledgement on printed and promotional materials, press releases, websites, and other digital media: "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 CJC will include the AGO logo.

16. Noncompliance

- a. The Program 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.

