



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:

Weber County

 Name
2408 Van Buren Avenue

 Address
Ogden UT 84401

 City State Zip

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

Contact Person: Rod Layton Phone # 801-940-7269 Email: rlayton@utah.gov
 Vendor # Commodity Code # 9521700000

2. GENERAL PURPOSE OF CONTRACT: The general purpose of this contract is to provide: Forensic interviewing services, training and consultation in cases of sexual abuse of children, physical abuse of children, and other crimes involving children where the child is a primary victim or critical witness. Services will be provided at: 2408 Van Buren Avenue, Ogden, UT 84401.

4. PROCUREMENT: This contract is entered into as a result of the procurement process on RX# NA, FY0, Bid# _____, or other method: _____.

5. CONTRACT PERIOD: Effective Date: 07/01/2022 Termination Date: 06/30/2027 unless terminated early or extended in accordance with the terms and conditions of this contract. Renewal options (if any): _____.

6. CONTRACT COSTS: CONTRACTOR will be paid a maximum of \$40,000 for costs authorized by this contract. Prompt Payment Discount (if any): _____. Additional information regarding costs: See Attachments C and D.

7. ATTACHMENT A: State of Utah Standard Terms and Conditions for Goods or Services
 ATTACHMENT B: Scope of Work
 ATTACHMENT C: Contract Costs 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 person signing this Agreement represents and warrants that he/she is duly authorized and has legal capacity to execute and deliver this Agreement and bind the parties hereto. Each signatory represents and warrants to the other that the execution and delivery of the Agreement and the performance of each party's obligations hereunder have been duly authorized and that the Agreement is a valid and legal agreement binding on the parties and enforceable in accordance with its terms. Further, that Contractor is registered with the Utah Department of Commerce and is in good standing.
 The parties sign and cause this contract to be executed. This contract is not fully executed until the State of Utah Approving Authorities have signed this contract.

CONTRACTOR	STATE
_____	_____
Contractor's signature	Agency's signature
_____	_____
Date	Date
_____	_____
Type or Print Name and Title	

STATE OF UTAH APPROVING AUTHORITIES

_____	_____
Director, Division of Finance	Date
_____	_____
Tracey Tabet	801-281-1202
_____	_____
	ttabet@agutah.gov

Agency Contact Person

Telephone Number

Email

(Revision 05 June 2022)

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, provided that the amendment is within the Scope of Work of this Contract and is within the scope/purpose of the original solicitation for which this Contract was derived. The amendment will be attached and made part of this Contract. Automatic renewals will not apply to this Contract, even if listed elsewhere in 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 December 2019)

UTAH CJC ONSITE FORENSIC INTERVIEWER PROGRAM
Attachment B: Scope of Work for Children's Justice Centers

Utah Children's Justice Centers provide a safe environment where children can be interviewed regarding alleged abuse in a neutral, fact-finding manner. The Utah CJC Program has proven the efficacy of onsite forensic interviewers, and as part of its ongoing evaluation, the Program will specifically look at whether CJC/MDTs are maximizing the use of dedicated onsite interviewers.

The CONTRACTOR agrees to provide an onsite forensic interviewer who can perform the following functions and meet the following minimum qualifications:

Functions/Responsibilities of the Interviewer

As a primary duty, conduct forensic interviews of children and vulnerable adults according to protocol, including extended interview protocol when necessary.

Gather relevant background information from parents or caregivers, law enforcement and CPS. Provides debrief after interviews with parents/caregivers, law enforcement and CPS.

Establish and maintain teamwork and a cooperative working relationship with MDT.

Participate in team staffing.

Serve as forensic interview specialist in interagency meetings.

Provide forensic interview consultation for own MDT and statewide as needed.

Provide courtroom testimony on forensic interviews conducted and expert witness testimony if applicable.

Provide forensic interview related training and technical assistance to own MDT and statewide as needed.

Maintain knowledge of current research in the field of child forensic interviewing.

Facilitate peer review for MDT and statewide as needed.

Participate in peer review and have own interviews reviewed at least quarterly.

Perform other duties as required.

Responsibilities of the Center

The Center must have guidelines for the use of the onsite forensic interviewer, including:

Coordination with CPS and/or LE. The interviewer will conduct the interview, but all other aspects of the investigation remain the responsibility of the investigating agency.

Attendance/Observation of interview by CPS and/or LE and interaction by CPS and/or LE with family.

Process to be used in gathering information from the family/caregiver to avoid duplication

Policy mandating interviews be conducted at a CJC and instructions for interviews not conducted on the premises

Training of the forensic interviewer in an evidence supported interview protocol recognized by the National Children's Alliance.

Regular participation of forensic interviewer in team staffings/case review.

In addition, Center must:

Make the forensic interviewer available for consultation and technical assistance to other jurisdictions as needed.

Make the forensic interviewer available to become a trainer for CJC Program sponsored FI training within one year of hire and participate regularly as a trainer.

Maintain and update AG Case Management System promptly and accurately to ensure that interviews conducted by onsite interviewer are tracked.

Support the position with a cash match as outlined in the contract budget.

Maintain other interviewers to meet center caseload demands, provide coverage for absences, etc.

Education/Experience/Knowledge

Bachelor's degree in social work, sociology, psychology, criminal justice or a related field and three (3) years of related work experience preferred. Equivalent combinations of education, training, and related experience may be substituted for degree.

Experience in the field of child abuse and trauma.

Knowledge of child development and/or experience working directly with children and families.

Commitment to ongoing cross disciplinary education and openness to supervisory feedback.

Understanding of cultural responsiveness and importance of CJC access for all children.

Other Preferences

Bilingual English/Spanish

Knowledge/experience in child abuse investigations and the criminal justice system.

Experience in forensic interviewing.

Ability to learn from observation of self and others and to apply learning into improved practice.

Ability to receive and deliver feedback effectively and regularly.

Evaluation/Outcomes

The Program expects to utilize a number of tools and methods to determine efficacy. These may include, but are not limited to 1) the number of interviews conducted in the contract period; 2) surveys completed by MDT members; 3) peer review; and 4) the number of TA consultations to other areas.

ATTACHMENT C: CONTRACT COSTS

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. 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.
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 six (6) 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.

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.

Weber County		CHILDREN'S JUSTICE CENTER										FY23		
EXPENSE CATEGORY		REVENUE SOURCES												
		TOTAL EXPENSE	STATE CONTRACT			LOCAL GOV		FEDERAL		FRIENDS		OTHER		
			ONGOING/BASE	ROLLOVER/ ONE TIME	FI BASE	FI ROLLOVER/ ONETIME	LOCAL GOV CASH	LOCAL GOV INKIND	NCA (FED)	FEDERAL OTHER	FRIENDS (CASH)	FRIENDS (IN-KIND)	OTHER PRIVATE FUNDING	
CATEGORY 1 - CAPITAL EXPENDITURES														
A. Capital Improvements	Building	98,000										98,000		
Total	113,000.00	15,000					15,000							
CATEGORY 2 - PROGRAM OPERATING														
A. Personnel	Director	86,031	71,000				15,031							
	Finance Assistant	67,000	55,000				12,000							
	Clinical Coordinator Coordinator	49,429	18,454				12,521		18,454					
	Data Entry	25,080	20,000				5,080							
	Receptionist	17,000					17,000							
	Receptionist	20,111					20,111							
	Victim Services Worker	53,378					30,836		22,542					
	Friends Admin Ass't/Grant Manager	27,593					4,593			23,000				
	Forensic Interview Specialist FT	51,173	4,000	17,480	2,000		27,693							
	Forensic Interview Specialist PT	33,637		6,770			5,427		21,440					
	CPM Coordinator	33,803					5,936		27,867					
		0												
		0												
	Volunteers - Office Work	3,000										3,000		
	Volunteers - Facilities Labor	10,000										10,000		
Total	477,233.92	0												
B. Benefits	Director	34,639	30,734				3,905							
	Finance Assistant	36,884	31,433				5,451							
	Clinical Coordinator Coordinator	28,775	11,923				4,930		11,923					
	Data Entry	10,089	9,033				1,056							
	Receptionist	1,314					1,314							
	Receptionist	6,067					6,067							
	Victim Services Worker	16,750					9,618		7,132					
	Friends Admin Ass't/Grant Manager	2,494					294			2,200				
	Forensic Interview Specialist FT	32,779		15,000			17,779							
	Forensic Interview Specialist PT	10,589	1,769				3,218		5,602					
	CPM Coordinator	10,631					1,318		9,313					
		0												
		0												
Total	191,010.92	0												
C. In-state Travel	Mileage (Local)	0												
	Mileage (In State Travel)	1,512	600						912					
Total	2,262.00	750		750										
D. Space	Mortgage	0												
	Rent	0												
	Janitorial	10,000								10,000				
	Ground Maintenance	6,000						6,000						
	Building Maintenance	0												
Total	16,000.00	0												
E. Utilities	Gas	3,000										3,000		
	Electric	4,500										4,500		
	Garbage	500										500		
Total	11,500.00	3,500										3,500		
F. Communications	Telephone	9,600					9,600							
	Cell Phone	1,480					760		720					
	Network/Internet Services	5,002					2,750	2,000	252					
	FI Related Phone/Communication	0												
Total	18,082.00	2,000					2,000							
G. Equipment / Furniture	Recording Equip/Soundproofing	2,525	2,525											
	Office Equipment	0												
	Computer Equip/Software	0												
Total	2,525.00	0												
H. Supplies	Office supplies / tapes	2,692	2,500						192					
	FI Related Supplies	0												
	Program Service Supplies	500	500											
	Advisory Board Meeting	300	300											
	MDT Meeting	3,000	3,000											
Total	8,492.15	2,000							2,000					
I. Miscellaneous	Printing/copying	3,000										3,000		
	Petty Cash	0												
	Miscellaneous Services	0												
	Miscellaneous Supplies	3,500	500									3,000		
	NCA Membership Dues	500	500											
	Insurance (premises/liability) prof liab.	11,700	4,200									7,500		
Total	18,699.74	0												
J. Conference/Training	NCA Leadership Registration	0												
	Hotel, Per Diem, Travel	0												
	Misc Expenses	0												
	Symposium Registration	3,500										3,500		
	Hotel, Per Diem, Travel	4,500										4,500		
	Misc Expenses	0												
	Other Conf/Training Registration	11,444	5,628						2,316			3,500		
	Hotel, Per Diem, Travel	9,270							770			8,500		
Grand Total	28,714.00	0												
K. Professional Fees and Contract Services	FI Related Training	0												
	Translation	0												
	Therapy Contracted Services	82,160							82,160					
	FI Related Fees/Svcs	0												
Total	87,160.00	5,000	5,000											
		TOTALS	974,680	272,829	5,769	40,000	2,000	226,288	23,000	0	213,594	80,200	111,000	0
		PERCENT OF TOTAL BUDGET	100%	28%	1%	4%	0%	23%	2%	0%	0	8%	11%	0%

FORENSIC INTERVIEW MATCH INFO		TOTAL EXPENSE	STATE	COUNTY	OTHER	
FI-Related Expenses	FI Specialist Personnel	120,409	39,250	54,117	27,042	
	FI Equip/Soundproof/Supplies	0				
	FI Related Communication/Supply	0				
	FI Related Training/Travel	750	750		\$0	
	FI Related Prof Fees/Svcs	0				
Total	121,158.52	0				
		TOTALS	121,159	40,000	54,117	27,042
		PERCENT OF TOTAL BUDGET	100%	33%	45%	22%