

## 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. 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, 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 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.