

ORIGINAL

# **Tri-County CSEC Protocol Project**

## **AGREEMENT**

between

**MONTEREY COUNTY DEPARTMENT OF SOCIAL SERVICES**

**SANTA CRUZ COUNTY HUMAN SERVICES DEPARTMENT**

**SAN BENITO COUNTY HEALTH AND HUMAN SERVICES  
AGENCY**

## **AGREEMENT**

### **I. DECLARATION**

This Agreement is entered into by and between MONTEREY COUNTY, by and through the **Monterey County Department of Social Services** (hereinafter referred to as **MONTEREY COUNTY**), SANTA CRUZ COUNTY, by and through the **Santa Cruz County Human Services Department** (hereinafter referred to as **SANTA CRUZ COUNTY**), and SAN BENITO COUNTY, by and through the **San Benito County Health and Human Services Agency**, (hereinafter referred to as **SAN BENITO COUNTY**) for the purpose of the development and implementation of a Tri-County protocol for the Commercially Sexually Exploited Children (**CSEC**) Program (hereinafter referred to as the **Tri-County CSEC Project**). This Agreement establishes agreed upon responsibilities for each of the parties.

### **II. BACKGROUND**

Senate Bill (SB) 855 amends Section 300 of the Welfare & Institutions Code (W&IC) to extend jurisdiction of the juvenile court to children who are identified as being commercially sexually exploited, and whose parent/guardians have failed or have been unable to protect them. In response, the California Department of Social Services (CDSS) has developed The CSEC Program. This program is elective for counties who wish to receive funding for the purpose of developing and implementing a protocol to address prevention and intervention services for children who are victims, or at risk of becoming victims, of commercial sexual exploitation. In an effort to be innovative and proactive with the CSEC Program, Monterey, Santa Cruz, and San Benito Counties have agreed to develop a Tri-County CSEC Protocol with the goal in mind of a protocol which is effective in serving the needs of the three counties within and across the county jurisdictions. These efforts aim to recognize common barriers and strengths within the three counties, to include: limited funding made available by CDSS for protocol development, limited resources for CSEC victims in the counties, the close proximity of the counties, and their history of collaboration and cooperation.

### **III. SCOPE OF SERVICES**

The parties agree to work cooperatively and in good faith, in the following CSEC Protocol planning and development efforts for the Tri-County CSEC Project:

#### **Monterey County agrees to:**

- Act as Fiscal Representative through its contractual relationship with the Bay Area Academy (BAA), for this Agreement.
- Provide Analyst support for utilization in: protocol development, assisting in the facilitation of meetings related to the CSEC Protocol development, and assisting in the maintaining of records and documents related to the CSEC Protocol development.
- Take part in the convening of, and participate in, a Steering Committee which is represented by the mandatory protocol participants as outlined in CDSS All County Letter (ACL) 14-62.
- Take part in the convening of, and participate in, a Stakeholder group following CDSS

recommendations for participants.

- Continue to take part in periodic meetings between the BAA, the agreed upon consultant(s), and the Child Welfare Directors of the respective counties, as needed.
- Share in the cost of the Tri-County CSEC Project as follows:
  - Contribute an agreed upon portion of the CDSS CSEC Program allocated funding to cover the cost of consultant fees, as well as other costs incurred by the development of the protocol, including but not limited to: facilitation of meetings for the Steering Committee and Stakeholder Group, tri-county child welfare agency staff trainings, and tri-county youth and caregiver trainings.

**Santa Cruz County agrees to:**

- Provide a meeting location (which is centralized for all three counties) for meetings between the Child Welfare Directors, Analyst, BAA, and Consultant(s), as needed.
- Take part in the convening of, and participate in, a Steering Committee which is represented by the mandatory protocol participants as outlined in CDSS All County Letter (ACL) 14-62.
- Take part in the convening of, and participate in, a Stakeholder group following CDSS recommendations for participants.
- Continue to take part in periodic meetings between the BAA, the agreed upon consultant(s), and the Child Welfare Directors of the respective counties, as needed.
- Share in the cost of the Tri-County CSEC Project as follows:
  - Contribute an agreed upon portion of the CDSS CSEC Program allocated funding to cover the cost of consultant fees, as well as other costs incurred by the development of the protocol, including but not limited to: facilitation of meetings for the Steering Committee and Stakeholder Group, tri-county child welfare agency staff trainings, and tri-county youth and caregiver trainings.

**San Benito County agrees to:**

- Take part in the convening of, and participate in, a Steering Committee which is represented by the mandatory protocol participants as outlined in CDSS All County Letter (ACL) 14-62.
- Take part in the convening of, and participate in, a Stakeholder group following CDSS recommendations for participants.
- Continue to take part in periodic meetings between the BAA, the agreed upon consultant(s), and the Child Welfare Directors of the respective counties, as needed.
- Share in the cost of the Tri-County CSEC Project as follows:
  - Contribute an agreed upon portion of the CDSS CSEC Program allocated funding to cover the cost of consultant fees, as well as other costs incurred by the development of the protocol, including but not limited to: facilitation of meetings for the Steering Committee and Stakeholder Group, tri-county child welfare agency staff trainings, and tri-county youth and caregiver trainings.

**IV. GENERAL PROVISIONS**  
**A. INDEMNIFICATION**

- **MONTEREY COUNTY** shall indemnify, defend, and hold harmless SANTA CRUZ COUNTY and SAN BENITO COUNTY, their officers, agents, and employees, from and against any and all claims, liabilities, and losses whatsoever (including damages to property and injuries to or death of persons, court costs, and reasonable attorneys' fees) occurring or resulting to any and all persons, firms or corporations furnishing or supplying work, services, materials, or supplies in connection with the performance of this Agreement, and from any and all claims, liabilities, and losses occurring or resulting to any person, firm, or corporation for damage, injury, or death arising out of or connected with MONTEREY COUNTY's performance of this Agreement, unless such claims, liabilities, or losses arise out of the sole negligence or willful misconduct of SANTA CRUZ COUNTY or SAN BENITO COUNTY. "MONTEREY COUNTY's performance" includes MONTEREY COUNTY's action or inaction and the action or inaction of MONTEREY COUNTY's officers, employees, agents and subcontractors.

- **SANTA CRUZ COUNTY** shall indemnify, defend, and hold harmless MONTEREY COUNTY, and SAN BENITO COUNTY, its officers, agents, and employees, from and against any and all claims, liabilities, and losses whatsoever (including damages to property and injuries to or death of persons, court costs, and reasonable attorneys' fees) occurring or resulting to any and all persons, firms or corporations furnishing or supplying work, services, materials, or supplies in connection with the performance of this Agreement, and from any and all claims, liabilities, and losses occurring or resulting to any person, firm, or corporation for damage, injury, or death arising out of or connected with SANTA CRUZ COUNTY's performance of this Agreement, unless such claims, liabilities, or losses arise out of the sole negligence or willful misconduct of MONTEREY COUNTY or SANTA CRUZ COUNTY. "SANTA CRUZ COUNTY's performance" includes SANTA CRUZ COUNTY's action or inaction and the action or inaction of SANTA CRUZ COUNTY's officers, employees, agents and subcontractors.

- **SAN BENITO COUNTY** shall indemnify, defend, and hold harmless MONTEREY COUNTY, and SANTA CRUZ COUNTY, its officers, agents, and employees, from and against any and all claims, liabilities, and losses whatsoever (including damages to property and injuries to or death of persons, court costs, and reasonable attorneys' fees) occurring or resulting to any and all persons, firms or corporations furnishing or supplying work, services, materials, or supplies in connection with the performance of this Agreement, and from any and all claims, liabilities, and losses occurring or resulting to any person, firm, or corporation for damage, injury, or death arising out of or connected with SAN BENITO COUNTY's performance of this Agreement, unless such claims, liabilities, or losses arise out of the sole negligence or willful misconduct of MONTEREY COUNTY or SANTA CRUZ COUNTY. "SAN BENITO COUNTY's performance" includes SAN BENITO COUNTY's action or inaction and the action or inaction of SAN BENITO COUNTY's officers, employees, agents and subcontractors.

## B. INSURANCE PROVISIONS

**Insurance Coverage Requirements:** Without limiting the duty to indemnify, all parties shall maintain in effect throughout the term of this Agreement a policy or policies of insurance with the following minimum limits of liability:

- Commercial **General Liability**, including but not limited to premises, personal injuries, products, and completed operations, with a combined single limit of not less than \$1,000,000.00 (one million dollars) per occurrence; and
- Comprehensive **Automobile Liability** covering all motor vehicles, including owned, leased, non-owned and hired vehicles, used in providing services under this Agreement, with a combined single limit of not less than \$1,000,000.00 (one million dollars) per occurrence; and
- **Worker's Compensation Insurance:** Each of the parties shall maintain Worker's Compensation Insurance in accordance with California Labor Code Section 3700, and with a minimum of \$1,000,000.00 (one million dollars) per occurrence for employer's liability.

**General Insurance Requirements:** All insurance required by this Agreement shall be with a company acceptable to all parties and authorized by law to transact insurance business in the State of California. Unless otherwise specified in this Agreement, all such insurance shall be written on an occurrence basis, or, if the policy is not written on an occurrence basis, such policy with the coverage required herein shall continue in effect for a period of three (3) years following the date the party completes its performance of services under this Agreement. Each policy shall provide identical coverage for each subcontractor, if any, performing work under this Agreement, or be accompanied by a certificate of insurance showing each subcontractor has identical insurance coverage.

In the event any party to this Agreement is lawfully self-insured in any or all of the required insurance areas referenced above, a letter certifying those areas of coverage and in the minimum amounts as set forth in this Agreement, shall be furnished to the other parties prior to the execution of this Agreement.

**Cancellation of Insurance:** Each liability policy shall provide that all parties will be given notice in writing at least thirty (30) days in advance of any change, cancellation, or non-renewal thereof. The parties shall immediately obtain replacement coverage for any insurance policy that is terminated, cancelled, non-renewed, or whose policy limits have been exhausted, or upon insolvency of the insurer that issued the policy.

## C. CONFIDENTIALITY AND RECORDS

**Confidentiality:** All parties and their officers, employees, agents, and subcontractors shall comply with Welfare and Institutions Code Sec. 10850, 45 CFR Sec. 205.50, and all other applicable provisions of law which provide for the confidentiality of records and prohibit their being opened for examination for any purpose not directly connected with the administration of public social services. Whether or not covered by W&I Code Sec. 10850 or by 45 CFR Sec. 205.50, confidential medical or personnel records and the identities of clients and

complainants shall not be disclosed unless there is proper consent to such disclosure or a court order requiring disclosure. Confidential information gained by all parties from access to any such records, and from contact with its clients and complainants, shall be used by the parties only in connection with its conduct of the program under this Agreement. The records in the hands of all parties shall remain confidential and may be disclosed only as permitted by law.

**Maintenance and Availability of Records:** All parties shall prepare and maintain all reports and records that may be required by federal, state or county rules and regulations for monitoring of program and fiscal operations, and shall furnish such reports and records upon request by the official entity.

**Retention of Records:** All parties shall maintain and preserve all records related to this Agreement, and shall assure the maintenance of such records in the possession of any third party performing work related to this Agreement, for a period of five (5) years from the date of termination of this Agreement. Such records shall be retained beyond the five-year period until any pending litigation, claim, negotiation, audit exception, or other action involving this Agreement is resolved.

**D. TERM**

This Agreement shall commence effective **March 1, 2015** and remain in full force and effect through **June 30, 2015**, unless sooner terminated as provided herein. Any party may terminate this agreement with or without cause by giving thirty (30) days' written notice to the other parties.

**E. FISCAL**

MONTEREY COUNTY will maintain the contractual relationship with the Bay Area Academy, and will serve as fiscal agent for this Agreement. SANTA CRUZ COUNTY and SAN BENITO COUNTY will reimburse MONTEREY COUNTY for their respective prorated shares of the contracted costs based on a ratio of the total augmented allocation received from CDSS, per CFL 14/15-32, as follows:

	<u>Total Allocation</u>	<u>% Share</u>
Monterey County	\$43,503	41.32%
San Benito County	\$20,203	19.19%
Santa Cruz County	<u>\$41,577</u>	<u>39.49%</u>
Total	\$105,283	100.00%

MONTEREY COUNTY shall invoice SANTA CRUZ COUNTY and SAN BENITO COUNTY promptly upon receipt of invoice(s) from consultant(s), but no later than the 10<sup>th</sup> of the month following the month consultant invoice(s) are received by MONTEREY COUNTY. Payment for reimbursement of expenses is due within thirty (30) days. Payment for June 2015 expenses shall be due no later than July 31, 2015.

**F. NOTICES**

Notice to the parties in connection with this agreement shall be given personally or by regular mail addressed as follows:

**Monterey County:**  
Elliott Robinson, DSS Director  
1000 S. Main St. Ste. 301  
Salinas, Ca 93901 • PH:(831)755-4434

**Santa Cruz County:**  
Cecilia Espinola, HSD Director  
1000 Emeline Ave.  
Santa Cruz, Ca 95060 • PH:(831)454-4045

**San Benito County:**  
James Rydingsword, HHSA Director  
1111 San Felipe Rd., Ste. 206  
Hollister, Ca 95023 • PH:(831)636-4180

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first herein above written.

BY \_\_\_\_\_  
**Elliott Robinson, Director** \_\_\_\_\_  
Monterey County Department of Social Services Date

BY \_\_\_\_\_  
**Cecilia Espinola, Director** \_\_\_\_\_  
Santa Cruz County Human Services Department Date

BY \_\_\_\_\_  
**James Rydingsword, Director** \_\_\_\_\_  
San Benito County Health & Human Services Agency Date

**APPROVED AS TO FORM:**

\_\_\_\_\_  
**Deputy County Counsel, Monterey County**  
3/23/15  
Date

\_\_\_\_\_  
**Deputy County Counsel, Santa Cruz County**  
Date

\_\_\_\_\_  
**Deputy County Counsel, San Benito County**  
Date

Reviewed as to fiscal provisions  
\_\_\_\_\_  
**Auditor/Controller**  
County of Monterey 3-23-15