

Tri County CSEC Program

AGREEMENT

between

MONTEREY COUNTY DEPARTMENT OF SOCIAL SERVICES

SANTA CRUZ COUNTY HUMAN SERVICES DEPARTMENT

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

April 1, 2016 – June 30, 2017

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 program implementation and development of the Tri County Model Protocol for the Commercially Sexually Exploited Children (CSEC) Program (hereinafter referred to as the Tri County CSEC Program). 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 developed a Tri County CSEC Model Protocol with the goal in mind of establishing a base standard model for identifying and serving the CSEC population which each county can use as a bases for their individual agency protocols, to ensure consistency in the approach throughout the Tri County region. This regional approach to serving CSEC recognizes common barriers and strengths within the three counties, to include: the transitory nature of this population, the closeness of proximity of the Tri Counties, the limited available funding in each county, the limited resources for CSEC victims in the region, and the rich history of collaboration and cooperation between the three counties.

III. SCOPE OF SERVICES

The parties agree to work cooperatively and in good faith, in the following implementation and development efforts for the Tri County CSEC Program:

Monterey County agrees to:

- Act as Fiscal Representative for this agreement, for shared costs incurred through program implementation and development which mutually benefits the regional program. This includes, but it not limited to:
 - Regional program management and outreach,

- Research on prevalence of CSEC in the Tri County region,
- Program implementation,
- Program development, including assessments and identification of service needs, and efforts to build and/or enhance programs within the community to meet these needs, and
- Ongoing trainings for Tri County Agency and Community Partners, which may be accomplished through, but is not limited to, Monterey County's contractual relationship with the Bay Area Academy (BAA).
- Host CSEC trainings, as needed, in Monterey County for child welfare, and community and agency partners,
- Provide Analyst support to act as the Tri County CSEC Program Lead, including:
 - Maintaining, updating, amending, and/or renewing the Tri County Agreement,
 - Maintaining, updating, amending, and/or renewing the Tri County CSEC Model Protocol as needed, including:
 - Making recommendations to the Tri County CSEC Steering Committee as to updates and changes to the model protocol,
 - Reporting to the California Department of Social Services (CDSS) as to the status of the program, as needed,
 - Participation in discussions of CSEC funding utilization,
 - Development of contracts as needed for services and trainings for the Tri County CSEC Program,
 - Program implementation and management, including:
 - Coordinating and leading the facilitation of Tri County steering committee meetings,
 - Maintaining records and documents related to Tri County CSEC Program implementation and management,
 - Acting as the Monterey County contact for Tri County agency and community partners,
 - Acting as the primary contact for other counties on behalf of the Tri County Program, and
 - Updating agency and community partners in Monterey County as to available CSEC trainings and assisting partners in registering for trainings as needed,
- Participate in the Tri County CSEC Steering Committee as outlined in CDSS All County Letter (ACL) 14-62, to:
 - Review successes and challenges with the Tri County CSEC Model Protocol
 - Make recommendations as to best practices for, and updates to the model protocol
 - Review aggregate data (as indicated in the Tri County CSEC Program MOU/Model Protocol) on:
 - Identified CSEC in each county and within the region,
 - Available services for CSEC youth, and
 - Gaps in available of services in the region, and
 - Submit required information regarding CSEC prevalence and the Tri County CSEC Program to CDSS on behalf of Monterey County via the CDSS County Plan template.

- Take part in periodic meetings as follows:
 - Tri County Child Welfare Directors and their support staff,
 - Tri County Steering Committee,
 - Tri County Child Welfare Directors and any contractors, vendors, and/or consultants working with the Tri County Program, and
 - Monterey County Community and Agency Partners
- Share in the cost of the Tri County CSEC Program as follows:
 - Contribute an agreed upon portion of the CDSS CSEC Program allocated funding to cover the cost of fees for all contractors, vendors, and/or consultants whom are working for the benefit of the regional program, and have been agreed upon by the Tri County Child Welfare Directors, and
 - Other costs incurred by Tri County CSEC Program implementation and/or development, including but not limited to:
 - Facilitation of Steering Committee Meetings,
 - Program Outreach events,
 - Trainings for child welfare, and community and agency partners, and
 - Outreach and trainings for youth and caregivers,

Santa Cruz County agrees to:

- Provide meeting locations as needed for in person meetings as follows:
 - Tri County Child Welfare Directors and their program support staff,
 - Tri County Steering Committee, and
 - Tri County Child Welfare Directors and any contractors, vendors, and/or consultants working with the Tri County CSEC Program.
- Host CSEC trainings, as needed, in Santa Cruz County for child welfare, and community and agency partners,
- Provide Analyst support to act on behalf of Santa Cruz County, as follows:
 - Communicate with Program Lead in order to:
 - Maintain, update, amend, and/or renew the Tri County Agreement,
 - Maintain, update, amend, and/or renew the Tri County CSEC Model Protocol as needed,
 - Make recommendations to the Tri County CSEC Steering Committee as to updates and changes to the model protocol,
 - Report to (CDSS), on behalf of Santa Cruz County, as to the status of the program, as needed,
 - Participate in discussions of CSEC funding utilization,
 - Develop contracts on behalf of Santa Cruz County, as needed for services, contractors, and/or vendors specific to CSEC in Santa Cruz County,
 - Work with Program Lead, on behalf of Santa Cruz County to implement, develop, and manage the Tri County CSEC Program, including:
 - Co-facilitating Tri County Steering Committee meetings,
 - Acting as the Santa Cruz County contact for Tri County agency and community partners.
 - Updating Santa Cruz County's agency and community partners as to available CSEC trainings and assisting partners in registering for trainings as needed,

- Participate the Tri County CSEC Steering Committee as outlined in CDSS All County Letter (ACL) 14-62, to:
 - Review successes and challenges with the Tri County CSEC Model Protocol
 - Make recommendations as to best practices for, and updates to the model protocol
 - Review aggregate data on:
 - Identified CSEC in each county and within the region,
 - Available services for CSEC youth, and
 - Gaps in available of services in the region, and
 - Submit required information regarding CSEC prevalence and the Tri County CSEC Program to CDSS on behalf of Santa Cruz County via the CDSS County Plan template.
- Take part in periodic meetings as follows:
 - Tri County Child Welfare Directors and their support staff,
 - Tri County Steering Committee,
 - Tri County Child Welfare Directors and any contractors, vendors, and/or consultants working with the Tri County Program, and
 - Santa Cruz Community and Agency Partners.
- Share in the cost of the Tri County CSEC Program as follows:
 - Contribute an agreed upon portion of the CDSS CSEC Program allocated funding to cover the cost of fees for all contractors, vendors, and/or consultants whom are working for the benefit of the regional program, and have been agreed upon by the Tri County Child Welfare Directors, and
 - Other costs incurred by Tri County CSEC Program implementation and/or development, including but not limited to:
 - Facilitation of Steering Committee Meetings,
 - Program Outreach events,
 - Trainings for child welfare, and community and agency partners, and
 - Outreach and trainings for youth and caregivers.

San Benito County agrees to:

- Host CSEC trainings, as needed, in San Benito County for child welfare, and community and agency partners,
- Provide Analyst support to act on behalf of San Benito County, as follows:
 - Communicate with Program Lead in order to:
 - Maintain, update, amend, and/or renew the Tri County Agreement,
 - Maintain, update, amend, and/or renew the Tri County CSEC Model Protocol as needed,
 - Make recommendations to the Tri County CSEC Steering Committee as to updates and changes to the model protocol,
 - Report to (CDSS), on behalf of San Benito County, as to the status of the program, as needed,
 - Participate in discussions of CSEC funding utilization,
 - Develop contracts on behalf of San Benito County, as needed for services, contractors, and/or vendors specific to CSEC in San Benito County,
 - Work with Program Lead, on behalf of San Benito County to implement,

- develop, and manage the Tri County CSEC Program, including:
 - Co-facilitating Tri County Steering Committee meetings,
 - Acting as the San Benito County contact for Tri County agency and community partners, and
 - Updating San Benito County's agency and community partners as to available CSEC trainings and assisting partners in registering for trainings as needed,
- Participate the Tri County CSEC Steering Committee as outlined in CDSS All County Letter (ACL) 14-62, to:
 - Review successes and challenges with the Tri County CSEC Model Protocol
 - Make recommendations as to best practices for, and updates to the model protocol
 - Review aggregate data on:
 - Identified CSEC in each county and within the region,
 - Available services for CSEC youth, and
 - Gaps in available of services in the region, and
 - Submit required information regarding CSEC prevalence and the Tri County CSEC Program to CDSS on behalf of San Benito County via the CDSS County Plan template.
- Take part in periodic meetings as follows:
 - Tri County Child Welfare Directors and their support staff,
 - Tri County Steering Committee,
 - Tri County Child Welfare Directors and any contractors, vendors, and/or consultants working with the Tri County Program, and
 - San Benito Community and Agency Partners.
- Share in the cost of the Tri County CSEC Program as follows:
 - Contribute an agreed upon portion of the CDSS CSEC Program allocated funding to cover the cost of fees for all contractors, vendors, and/or consultants whom are working for the benefit of the regional program, and have been agreed upon by the Tri County Child Welfare Directors, and
 - Other costs incurred by Tri County CSEC Program implementation and/or development, including but not limited to:
 - Facilitation of Steering Committee Meetings,
 - Program Outreach events,
 - Trainings for child welfare, and community and agency partners, and
 - Outreach and trainings for youth and caregivers.

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 SAN BENITO 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 **April 1, 2016** and remain in full force and effect **through June 30, 2017** 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 carry the contracts for services which benefit the regional program, as follows:

- Dr. Kathryn O'Brien, Researcher (UCSB) – Regional prevalence study,
- Coalition to End Human Trafficking – Community outreach/education,
- Regional Marketing Campaign – Contractor TBD, and
- Rising International – Foster youth awareness and high school outreach.

Additional information for each of the above is listed below in Table 2, including the full cost of services and each county's respective share of cost.

Monterey County, Santa Cruz County, and San Benito County will be solely responsible for the cost and contracting of services and programs which serve the individual counties, as indicated in the Tri County CSEC MOU/Model Protocol; as follows:

MONTEREY COUNTY

- Advocacy/Victim Support in Monterey County, and
- CSEC Homeless youth services in Monterey County.

SANTA CRUZ COUNTY

- Advocacy/Victim Support in Santa Cruz County.

SAN BENITO COUNTY

- Advocacy/Victim Support in San Benito County.

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 shared Tri County Program Costs, from FY 15/16 funds, and augmented funds (CFLs 15/16-22, and 15/16-41).

Table 1 below shows the total funding received by each county for FY 15/16, as follows:

Table 1: Total Tri County Funds – FY 15/16

County	Base Funding	Tier II Allocation	FY 15-16 Fed Augmentation:	County Total:
Monterey	\$25,000	\$27,763	\$23,834	\$76,597
Santa Cruz	\$25,000	\$27,763	\$15,959	\$68,722
San Benito	\$25,000	\$27,763	\$13,466	\$66,229
Total	\$75,000	\$83,289	\$53,256	\$211,548

Table 2 below reflects total costs for each county which will be kept separate for county specific costs, and for shared Tri County Program costs. Table 2 also reflects each county's ratio percentage of shared costs based on the total of shared funds.

Table 2: Shared and Separate Funds – FY 15/16:

County	Total County Funds	Separate Funds	Shared Funds	% of Shared Funds
Monterey	\$76,597	\$15,000	\$61,597	31.34%
Santa Cruz	\$68,722	-	\$68,722	34.96%
San Benito	\$66,229	-	\$66,229	33.70%
Totals:	\$211,548	\$15,000	\$196,548	100%

Table 3 below reflects the planned utilization of FY 15/16, expected to rollover into FY 16/17, for each county. This includes both shared and separate costs.

Table 3: Funding Utilization and Shares of Cost – FY 15/16

Agency	Services	Monterey 31.34%	Santa Cruz 34.96%	Santa Benito 33.70%	Total Cost
Dr. Kathryn O'Brien (UCSB)	Tri County CSEC Prevalence Study	\$11,125.48	\$12,412.56	\$11,961.96	\$35,500
Coalition to End Human Trafficking	Community Outreach and Education	\$7,834.77	\$8,741.77	\$8,423.46	\$25,000
Marketing Campaign (Agency TBD)	Tri County Community Awareness	\$22,251.17	\$24,823.36	\$23,925.47	\$71,000
Community Human Services (100% share to Monterey County)	CSEC Homeless Youth Services in Monterey County	\$15,000	-	-	\$15,000
Bay Area Academy	Regional Steering Committee meeting facilitation and ongoing trainings	\$6,695.87	\$7,471.31	\$7,198.82	\$21,366
Rising International	Foster Youth Awareness and High School Outreach	\$13,689.71	\$15,273	\$14,719.29	\$43,682
	COUNTY TOTALS:	\$76,597	\$68,722	\$66,229	
				GRAND TOTAL:	\$211,548

F. INVOICING:

Whenever feasible to do so, MONTEREY COUNTY will invoice SANTA CRUZ and SAN BENITO COUNTIES using the following invoice schedule:

Service Period	Invoice By:
04/01/2016-06/30/2016	NONE
07/01/2016-09/30/2016	10/10/2016
10/01/2016-12/31/2016	01/06/2017
01/01/2017-03/31/2017	04/07/2017
04/01/2017-06/30/2017	07/07/2017

SANTA CRUZ and SAN BENITO COUNTIES understand that invoicing in accordance with the above table is contingent upon contractor(s) invoicing MONTEREY COUNTY within a timeframe that permits MONTEREY COUNTY to invoice by the dates indicated above. When not feasible to follow the above table, MONTEREY COUNTY shall invoice SANTA CRUZ COUNTY and SAN BENITO COUNTY upon receipt of invoice(s) from contractor(s), but no later than the 10th of the month following the month contractor invoice(s) are received by MONTEREY COUNTY. Payment for reimbursement of expenses is due within thirty (30) days.

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

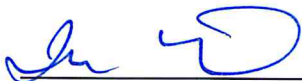
APPROVED AS TO FORM:

Deputy County Counsel, Monterey County

Deputy County Counsel, Santa Cruz County

Date

Date



Deputy County Counsel, San Benito County

5-17-16

Date