



**Department of Child, Family and Adult Services
Child Protective Services Division**

**PROVIDER OPEN ENROLLMENT:
Request for Statement of Qualifications and Applications (SOQ/RFA)
For Licensed Therapists To Provide Short-Term Counseling Services**

Request for SOQ/RFA No. CPS/056

APPLICANTS' VIRTUAL MEETING
January 20, 2021 at 2:00 p.m. (PST)
Email Ka Lia Cheng at chengka@saccounty.net for meeting link

ACCEPTING APPLICATIONS AS OF:
January 25, 2021 at 8:00 a.m. (PST)

- Applications will be accepted on an on-going bases and may close at any time at the discretion of the department
- Applications will only be accepted from individuals/agencies that meet minimum requirements as stated in this document
- Faxed submissions will not be accepted
- Delivery to any other County office will not be accepted

Submit completed applications by email to:

Ka Lia Cheng at chengka@saccounty.net
With subject line: DCFAS SOQ/RFA No. CPS/056 Application Submission

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SECTION I. OVERVIEW

A. PURPOSE

Department of Child, Family and Adult Services, Child Protective Services Division (DCFAS-CPS) is seeking Statements of Qualifications from providers with Licensed Clinical Social Workers (LCSW); Marriage, Family and Children's Counselors (MFCC); Marriage and Family Therapists (MFT); and/or Psychologist with demonstrated experience providing short-term counseling with adult clients involving issues of child abuse and neglect. This includes physical abuse (perpetrator and/or non-offending parent), neglect/failure to protect, and sexual abuse (perpetrator and/or non-offending parent).

Those therapists selected through this process will provide short-term counseling for adults whose children have been removed from the home, or are at risk of out-of-home placement because of physical and/or sexual abuse and/or parental neglect and/or failure to provide an adequate and safe home. DCFAS has a special need for therapists who are multi-lingual and/or multicultural. Additionally, there is a special need for providers with trauma-focused counseling experience. DCFAS also needs therapists who can provide services in locations which maximize accessibility for the family and minimize transportation problems.

DCFAS believes in helping families connect with effective, family-focused strength-based services and supports. DCFAS is committed to providing prevention, early intervention, and aftercare services for a continuum of support, consisting of neighborhood-based and community-based programs and resources. Following completion of contracted counseling services, clients may be transitioned into neighborhood and community-based services. Improving families' connection to and engagement with neighborhood-based services and supports to decrease the likelihood of foster care re-entry and decrease the reoccurrence of abuse/neglect.

B. SCOPE OF SERVICES TO BE CONTRACTED

Refer to (Exhibit C), "Sample Scope of Work to be Contracted, Fee Schedule and Fiscal Requirements" for information on services to be provided and reimbursement rates.

C. MINIMUM QUALIFICATIONS

Applicants must meet all of the following criteria to be eligible to submit an application in response to this public notice.

1. Must meet minimum insurance requirements stipulated in the contract.
2. Must be in compliance with any corrective action plans with Sacramento County as confirmed by County. (Only applicable TO CURRENTLY ACTIVE CONTRACT with Sacramento County)
3. Must be able to meet the following licensing requirements:
 - a. Active clinical license (Ph.D., LMFT, LCSW, or equivalent).
 - b. Licensed for a minimum of two (2) years.
 - c. Clinical license is in good standing and maintained with licensing body.

D. SCREENING AND EVALUATION CRITERIA

SOQ/RFA's will be screened using Exhibit E "Application Screening and Evaluation." Applicants must have a minimum of one approved fully licensed therapist approved via this process.

E. APPLICANTS' INFORMATIONAL MEETING

Virtual Meeting
January 20, 2021 at 2:00 p.m. PST

Contact Ka Lia Cheng at chengka@saccounty.net for meeting link no later than January 19, 2021.

SECTION II. ADMINISTRATIVE REQUIREMENTS

A. STATEMENT OF QUALIFICATIONS AND APPLICATION REQUIREMENTS:

Applicants are encouraged to review the Minimum Qualifications (MQ) in its entirety, including (Exhibit A) "Submission Checklist/Tips" and (Exhibit B) "Application & Therapist Questionnaire." Adherence to all of the instructions in this Statement of Qualification/Request for Applications (SOQ/RFA) is required.

1. SOQ must clearly demonstrate meeting the minimum qualifications as delineated in Section I. C. of this application.
2. The SOQ document must be no more than one page long, 12pt. Times New Roman font, double spaced, with 1 inch margins; and
3. Must be submitted on the applicant organization's letterhead and include the organization's legal name and address; and
4. Must be signed by the individual authorized to contractually commit the applicant organization and include that individuals typed name, title, address, telephone/fax numbers, and e-mail address; and
5. Must include the following subject line: Request for Statements of Qualifications and Applications No. CPS/056; and
6. Must include a statement that the organization is interested in providing Short-Term Counseling Services for Sacramento County, Department of Child, Family and Adult Services, Child Protective Services Division; and
7. The SOQ must be submitted with a fully completed Application & Therapist Questionnaire (Exhibit B Part 1, 2, and Attachment 1).

B. APPLICATION SUBMISSION

The SOQ/RFA must be received via email. Applications will be accepted on an on-going basis starting January 25, 2021. Acceptance of applications may be closed at any time at the discretion of the department. Applications will only be accepted from individuals/agencies that meet minimum requirements as stated in this document. SOQ/RFA's received by any other County office will not be accepted. Faxed submissions will not be accepted.

Submit completed applications by email to:

Ka Lia Cheng at chengka@saccounty.net

With subject line: DCFAS SOQ/RFA No. CPS/056 Application Submission

C. ADDITIONAL INFORMATION

Additional information/requirements may be posted at the following DCFAS website:

<https://dcfas.saccounty.net/Pages/Contractor-Bidding-Opportunities.aspx>

Note: If you would like to sign up for automatic e-mail updates from this site, go to the website and click on "To sign up for e-mail updates for this page, select here."

D. NOTICE OF ACCEPTED/DISQUALIFIED APPLICANTS

Applicants will be contacted via emailed correspondence once an application has been screened and evaluated. If it is determined that further clarification is needed to make a decision, applicant will be contacted and shall be given a deadline to submit any additional required documents and/or information.

E. COUNTY RIGHTS

County rights include but are not limited to:

1. Reject any and all responses to this SOQ/RFA that do not meet the stated minimum qualifications and application requirements.
2. Determine which applicants to this RFQ/RFA shall be accepted as meeting the criteria as stated.
3. Cancel this SOQ/RFA in its entirety or in part and at any time.
4. If cancelled, reissue this SOQ/RFA, if determined necessary by the County.
5. Check any references and/or potentially disqualify a respondent with negative references at any time if determined necessary by the County.
6. Require additional information if a question arises regarding the responder's ability to meet County contracting administrative requirements for this SOQ.
7. Determine/change the amount of resources allocated to contractor(s) and/or making awards for all services or any portion thereof, and/or contracting with one or more providers for the services awarded through this process.
8. Determine/change the term of any contract(s) or MOU(s) awarded via this SOQ/RFA or possible future SOQ/ (if utilized).
9. Issue addenda and/or supplements to this SOQ/RFA if deemed necessary (if utilized).
10. Use this public notice as the sole advertisement for this SOQ/RFA for these services.
11. Limit participation via the Request for Applications or Request for Proposals to only those agencies that successfully responded to this SOQ/RFA.



Additionally,

Referrals to provide services may be made preferentially based on provider location, to therapists with trauma-focused and evidence-based experience/training, and other factors as determined necessary by the County of Sacramento to best serve the needs of a specific client/family.

Execution of a contract does not represent, warrant or guarantee that a contractor will be called upon to render services or to render a certain minimum level of services. Contractors will be utilized as deemed necessary and appropriate by the County of Sacramento based upon need, resources, contractor availability, and on contractor's specific qualifications.

Issuance of this SOQ/RFA in no way constitutes a commitment by the County of Sacramento to award a contract and reserves the right to reject any or all applications received in response to this SOQ/RFA.

Failure to furnish truthful information as required in this SOQ/RFA or to follow the response format requested shall disqualify an applicant.

F. CONTRACTS

All contracts are subject to program needs and funding availability. The County of Sacramento's contracting process requires submittal of information and/or paperwork in addition to that required in this SOQ/RFA. In order to enter into a contract with County of Sacramento, all additional requests for information must be submitted according to the deadlines established by County of Sacramento.

G. COMMENCEMENT OF WORK

1. Contract(s) shall not be executed until after DCFAS has obtained Sacramento County Board of Supervisors' authority to execute contracts for these services.
2. Successful applicants shall be required to sign a Sacramento County contract and agree to all terms and conditions of any resultant contract (Exhibit D – County Contract Clauses)
3. Applicants shall be required to provide insurance at the levels required by Sacramento County prior to execution and during the term of a contract. Failure to conform to insurance requirements shall constitute grounds for termination of contract negotiations.
4. Successful applicants will not be allowed to begin work under any successfully negotiated contract until such time as the contract has been signed by the proposed applicant and Sacramento County.

**Request for Statement of Qualifications and Applications for Licensed Therapists to
Provide Short-Term Counseling Services**

EXHIBIT A – SUBMISSION CHECKLIST/TIPS

Applicants are advised to read this SOQ/RFA in its entirety and adherence to all of the instructions are required. Please utilize this checklist to ensure that your application package is complete.

STATEMENT OF QUALIFICATIONS CHECKLIST:

- SOQ must clearly demonstrate meeting the minimum qualification as delineated in the application.
- The SOQ is no more than one page, 12pt. Times New Roman font, double spaced, with 1 inch margins; and
- SOQ is on the applicant organization's letterhead and includes the organization's legal name and address; and
- SOQ is signed by the individual authorized to contractually commit the applicant organization and includes that individuals typed name, title, address, telephone/fax numbers, and e-mail address; and
- Includes the following subject Line: Request for Statements of Qualifications and Applications No. CPS/SOQ/RFA #056; and
- Includes a statement that the organization is interested in providing Short-Term Counseling Services for Sacramento County, Department of Child, Family and Adult Services, Child Protective Services Division; and
- The statement of qualifications will be submitted with a fully completed Application Form (Exhibit B).

APPLICATION CHECKLIST:

The application form (Exhibit B) has two parts. Part 1 provides information specific to the applicant organization. Part 2 provides information specific to the therapist(s) that will work through the organization. If the applicant is an individual, business type is most likely either a "private practice" or "sole proprietorship."

- Review application answers and responses thoroughly for accuracy before submission.
- Application documents are thoroughly completed including Parts 1 and 2 with the required attachments.
- The certification in the application package is signed and dated.
- Individuals: resume and license(s) to Part 2 of the application is attached.
- Agencies: Part 2 of the application is completed separately for each proposed therapist, and attach each proposed therapist's resume and license(s).
- Submit application electronically by email, application package is attached with the subject line as stated in the SOQ/RFA.

Request for Statement of Qualifications and Applications for Licensed Therapists to Provide Short-Term Counseling Services

EXHIBIT B PART 1 – APPLICATION & THERAPIST QUESTIONNAIRE

Applicants are required to complete Exhibit B Part 1 and 2, SOQ/RFA No. CPS/056 Application & Therapist Questionnaire.

Instructions: Applicants must: 1) respond to all sections of the form 2) concisely include applicable, essential, and specific information 3) complete a separate Therapists Questionnaire for each therapist who will work through the agency 4) attach resume and license(s) for applicant and each therapist, if applicable.

PART 1: APPLICANT’S INFORMATION

Name of Applicant (Legal Entity)

Name of Parent Corporation (if applicable)

Address of Applicant (Street, City, Zip Code)

Applicant's Federal Tax Identification Number

Contact Person (Name, Title, Phone Number, E-mail Address)

AGENCIES ONLY: Name and title of person(s) authorized to sign for agency

Business type: Sole Proprietorship _____
 Partnership _____
 Corporation _____



APPLICANT'S STATEMENTS

- 1. Number of years applicant has been in business under present business name: _____
- 2. List any prior names used by this business: _____
- 3. Numbers of years applicant has been licensed: _____
- 4. Number of years of experience applicant has had in providing required, equivalent, or related services: _____

5. List contracts completed in last five years.

<u>Year</u>	<u>Contracting Agency</u>	<u>Type of Service</u>	<u>Location</u>	<u>Amount</u>

6. List contracts, or other commitments (e.g. consulting arrangements), currently active.

<u>Year</u>	<u>Contracting Agency</u>	<u>Type of Service</u>	<u>Location</u>	<u>Amount</u>

7. Provide details of any failure or refusal to complete a contract.



8. Has the individual/agency ever contracted with the Department of Child, Family and Adult Services (or the former Department of Health and Human Services) that has been terminated for cause?

Yes No

If yes, list contract number and service(s) provided _____

9. If not a governmental agency, complete the following:

a. Does the agency hold a controlling interest in any other organization?

Yes No

If yes, list organizations _____

b. Is the agency owned or controlled by any other person or organization?

Yes No

If yes, list person(s) or organization(s): _____

c. Financial interest in any other business: _____

d. Name of persons with whom the applicant has been associated in business as partners or business associates in the last five years:

<u>Name of Business Associate</u>	<u>Name of Business</u>
_____	_____
_____	_____
_____	_____
_____	_____

10. Briefly describe any litigation involving the agency, or principal officers thereof, in connection with any contract.



List any commitments or potential commitments which may impact assets, line of credits, or guarantor letters, or otherwise affect the applicant’s ability to perform the contract services.

- 11. Include a standard certificate of insurance showing current coverages. If current insurance coverage does not conform to the requirements of the attached insurance exhibit, do not obtain additional insurance until a contract is offered. Applicant must, however, provide written evidence, which must be in a form of a letter from an insurance broker or agent that the agency/individual will be able to have the required insurance in place before a contract is signed and services commence.

Certification

I certify that all statements in this Request for Statement of Qualifications and Applications for Licensed Therapists to Provide Short-Term Counseling Services, Exhibit B, Application & Therapist Questionnaire, are true. This certification constitutes a warranty, the falsity of which shall entitle Sacramento County DCFAS-CPS to pursue any remedy authorized by law which shall include the right, at the option of Sacramento County DCFAS-CPS, of declaring any contract made as a result hereof to be void. I agree to provide Sacramento County DCFAS-CPS with any other information Sacramento County DCFAS-CPS determines is necessary for the accurate determination of the agency's qualification to provide services.

I certify that _____ (Agency's/Individual’s name) will comply with all requirements specified in this SOQ/RFA which are applicable to the services which we wish to provide. I agree to the right of the county, state, and federal government to audit _____ financial and other records. (Agency’s/individual name)

Signature of Applicant or Authorized Agent

Date

**Request for Statement of Qualifications and Applications for Licensed Therapists to
Provide Short-Term Counseling Services**

ATTACHMENT 1 – RELEASE OF INFORMATION LETTER SAMPLE

Release of Information Letter

Date:

To:

From:

**Subject: Release of Information to Sacramento County Department of Child, Family and
Adult Services Child Support Services Division (DCFAS CPS)**

I am applying to become a contracted provider with Sacramento County DCFAS CPS. I hereby authorize all former employers to release any and all requested information to DCFAS CPS if they should be contacted for a reference. I release all former employers from any liability related to any information provided.

Applicant's Signature

Request for Statement of Qualifications and Applications for Licensed Therapists to Provide Short-Term Counseling Services

EXHIBIT B PART 2– APPLICATION & THERAPIST QUESTIONNAIRE

Applicants are required to complete SOQ/RFA No. CPS-STC/056 Exhibit B Part 1 and 2 Application & Therapist Questionnaire.

Instructions: Applicants must: 1) respond to all sections of the form 2) concisely include applicable, essential, and specific information 3) complete a separate Therapists Questionnaire for each therapist who will work through your business 4) attach resume and license(s) for applicant and each therapist, if applicable.

PART 2: THERAPIST QUESTIONNAIRE

Contractor's Name: _____ Date: _____

Therapist Name: _____

If you are not licensed, please provide the name of your supervising therapist: _____

ATTACH A COPY OF YOUR RESUME AND LICENSE(S) TO THIS FORM.

1. List degrees (including those in progress), date received, and institution:

<u>Degree/Degrees in Progress</u>	<u>Date received</u>	<u>Institution</u>
_____	_____	_____
_____	_____	_____
_____	_____	_____

2. List licenses, board certificates, and/or registration number and dates
(Attach a copy of clinical license(s)):

<u>License/Board Certificate/Registration Number</u>	<u>Date</u>
_____	_____
_____	_____
_____	_____

3. Provide a list of completed Continuing Education Unit coursework (recent and relevant).

4. Describe your experience providing counseling for adults in each of the following areas:

PHYSICAL ABUSE – <u>PERPETRATOR</u>	
# of years experience:	Approx. # of clients served:
Comments:	
Self-Assessment:	
Level of experience: <input type="checkbox"/> High <input type="checkbox"/> medium <input type="checkbox"/> low <input type="checkbox"/> I specialize in this area	

PHYSICAL ABUSE – <u>NON-OFFENDING PARENT</u>	
# of years' experience:	Approx. # of clients served:
Comments:	
Self-Assessment:	
Level of experience: <input type="checkbox"/> High <input type="checkbox"/> medium <input type="checkbox"/> low <input type="checkbox"/> I specialize in this area	

SEXUAL ABUSE – <u>PERPETRATOR</u>	
# of years' experience:	Approx. # of clients served:
Comments:	
Self-Assessment:	
Level of experience: <input type="checkbox"/> High <input type="checkbox"/> medium <input type="checkbox"/> low <input type="checkbox"/> I specialize in this area	

SEXUAL ABUSE – <u>NON-OFFENDING PARENT</u>	
# of years' experience:	Approx. # of clients served:
Comments:	
Self-Assessment:	
Level of experience: <input type="checkbox"/> High <input type="checkbox"/> medium <input type="checkbox"/> low <input type="checkbox"/> I specialize in this area	

NEGLECT/FAILURE TO PROTECT	
# of years' experience:	Approx. # of clients served:
Comments:	
Self-Assessment:	
Level of experience: <input type="checkbox"/> High <input type="checkbox"/> medium <input type="checkbox"/> low <input type="checkbox"/> I specialize in this area	

<i>FAMILIES DEALING WITH A YOUTH COMING OUT AS LGBTQ AND STRUGGLING WITH ACCEPTANCE</i>	
# of years' experience:	Approx. # of clients served:
Comments:	
Self-Assessment:	
Level of experience: <input type="checkbox"/> High <input type="checkbox"/> medium <input type="checkbox"/> low <input type="checkbox"/> I specialize in this area	

<i>FAMILY WHO IS NOT ACCEPTING OF A YOUTH'S LGBTQ IDENTIFY AND WORKING THROUGH GETTING TO ACCEPTANCE AND BECOMING AFFIRMING</i>	
# of years' experience:	Approx. # of clients served:
Comments:	
Self-Assessment:	
Level of experience: <input type="checkbox"/> High <input type="checkbox"/> medium <input type="checkbox"/> low <input type="checkbox"/> I specialize in this area	

<i>FAMILIES DEALING WITH A YOUTH OR FAMILY MEMBER TRANSITIONING</i>	
# of years' experience:	Approx. # of clients served:
Comments:	
Self-Assessment:	
Level of experience: <input type="checkbox"/> High <input type="checkbox"/> medium <input type="checkbox"/> low <input type="checkbox"/> I specialize in this area	

<i>ABUSE OR NEGLECT RELATED TO A YOUTH'S LGBTQ IDENTIFY</i>	
# of years' experience:	Approx. # of clients served:
Comments:	
Self-Assessment:	
Level of experience: <input type="checkbox"/> High <input type="checkbox"/> medium <input type="checkbox"/> low <input type="checkbox"/> I specialize in this area	

<i>FAMILIES DEALING WITH FAITH BASED ISSUES AND THEIR IMPACT ON LGBTQ YOUTH, IDENTIFY AND ACCEPTANCE</i>	
# of years' experience:	Approx. # of clients served:
Comments:	
Self-Assessment:	
Level of experience: <input type="checkbox"/> High <input type="checkbox"/> medium <input type="checkbox"/> low <input type="checkbox"/> I specialize in this area	

<i>TRAUMA-SPECIFIC OR TRAUMA-INFORMED THERAPY AND HOW DO YOU DETERMINE WHETHER THE CLIENT NEEDS TRAUMA-SPECIFIC THERAPY</i>	
# of years' experience:	Approx. # of clients served:
Comments:	
Self-Assessment:	
Level of experience: <input type="checkbox"/> High <input type="checkbox"/> medium <input type="checkbox"/> low <input type="checkbox"/> I specialize in this area	

<i>EVIDENCE-BASED MODELS DESIGNED AND TESTED FOR TREATMENT OF TRAUMA-RELATED THERAPY</i>	
# of years' experience:	Approx. # of clients served:
Comments:	
Self-Assessment:	
Level of experience: <input type="checkbox"/> High <input type="checkbox"/> medium <input type="checkbox"/> low <input type="checkbox"/> I specialize in this area	

<i>DIALECTICAL BEHAVIORAL THERAPY (DBT)</i>	
# of years' experience:	Approx. # of clients served:
Comments:	
Self-Assessment:	
Level of experience: <input type="checkbox"/> High <input type="checkbox"/> medium <input type="checkbox"/> low <input type="checkbox"/> I specialize in this area	

<i>BRIEF OR SHORT-TERM MODEL THERAPY (10-12 sessions)</i>	
# of years' experience:	Approx. # of clients served:
Comments:	
Self-Assessment:	
Level of experience: <input type="checkbox"/> High <input type="checkbox"/> medium <input type="checkbox"/> low <input type="checkbox"/> I specialize in this area	

<i>FOREIGN LANGUAGE PROFICIENCY/ CULTURAL COMPETENICES</i>	
# of years' experience:	Approx. # of clients served:
Comments:	
Self-Assessment:	
Level of experience: <input type="checkbox"/> native/bilingual <input type="checkbox"/> full professional <input type="checkbox"/> minimum professional	
<input type="checkbox"/> I specialize in this area	

5. Identify three (3) community-based services that you would, or have recently, transitioned clients into following completion of counseling and why you made the referral.

6. Have you ever been formally disciplined by your credentialing agency or successfully litigated against? If so, please explain.

7. Have you ever been employed by Sacramento County?

Currently employed Previously No

If currently employed or had been employed by Sacramento County in the past, list department(s) and position title(s):



If previously employed by Sacramento County under another name, please identify:

8. Have you ever been terminated for cause or released from probation from Sacramento County employment?

Yes

No

9. Do you authorize the County to obtain information regarding your job performance from previous employers?

Yes

No

10. If yes, please send your employer a letter authorizing release of information (see Attachment 1 sample)

I certify that the information on this form is accurate to the best of my knowledge.

Applicant's Signature: _____ Date _____

Approved by Sacramento County:

Signature: _____ Date _____

**Request for Statement of Qualifications and Applications for Licensed Therapists to
Provide Short-Term Counseling Services**

**EXHIBIT C SAMPLE SCOPE OF WORK TO BE CONTRACTED,
FEE SCHEDULE AND FISCAL REQUIREMENTS**

I. SERVICE LOCATION(S)

Facility Name:
Street Address:
City and Zip Code:

II. SERVICE PERFORMANCE MONITOR

Name and Title:
Organization:
Street Address:
City and Zip Code:

III. DESCRIPTION OF SERVICES

A. GENERAL

1. CONTRACTOR shall provide short term-counseling (STC) services for Sacramento County, Department of Child, Family and Adult Services, Child Protective Services (CPS) families who have been directed to participate in counseling to:
 - i. Avoid removal of the family's child or children from the home; or
 - ii. Reunify the family following the removal of a child or children from the family home due to neglect, physical, emotional, and/or sexual abuse; or
 - iii. Avoid placement failure.
2. The CONTRACTOR shall support the COUNTY's intended outcomes of improved safety, increased permanency, well-being and greater accountability.
3. STC comprises one element of an array of services available to families as part of their case plan. Other services and resources available to families include mental health services, substance abuse treatment, CalWORKs Welfare to Work programs, Family Resource Centers, regional centers, faith-based programs, and Birth and Beyond programs, which will provide a continuum of services for families.
4. All CPS contractors for these services were selected via a Request for Applications process.

B. COUNSELING

1. The STC services provided via this contract must be strength based, demonstrate an effective quality of mental health services, and demonstrate cultural competencies and an understanding of Lesbian, Gay, Bi-Sexual, Transgender and Questioning (LGBTQ) issues.

2. STC service components should be trauma-focused and evidence-based. The services are directed by a thorough understanding of the profound neurological, biological, psychological and social effects of trauma and violence on the individual and an appreciation for the high prevalence of traumatic experiences in persons who receive mental health and addiction services.
3. A counseling session shall be defined as any of the following three modes:
 - i. 50-minute individual/family/conjoint counseling session,
 - ii. 90-minute group counseling session,
 - iii. 50-minute mental health assessment session.
4. See Sections I, J, and K of this contract for the specific contractual requirements for each of the above modes of counseling.
5. COUNTY does not guarantee a specific number of referrals to each contractor. Additionally, COUNTY may make referrals preferentially based on provider location, to therapists who have trauma-focused experience and/or training, and other factors as determined necessary by COUNTY to best serve the needs specific to clients.
6. All therapists providing services must be pre-approved in writing by COUNTY before providing services to CPS clients.
 - i. CONTRACTOR shall use Sections L and M of this contract to request approval for: a Licensed Clinical Social Worker (LCSW); an Associate Clinical Social Worker (ASW); Marriage, Family and Children's Counselor (MFCC); a Marriage and Family Therapist (MFT); Psychologist; a Registered Psychological Assistant; a Psychological Assistant; or Licensed Professional Clinical Counselor (LPCC).
 - ii. CONTRACTOR shall also use Sections L and M of this contract to request approval for interns, doctoral students, or other unlicensed therapists
 - iii. COUNTY shall notify CONTRACTOR in writing of therapist status within 20 business days. Failure to obtain written approval prior to providing services will result in non-payment of services.
7. Information on reporting requirements for each mode of counseling is included in Sections I, J, and K of this contract.
 - i. The COUNTY may request reports in addition to the reports included in Sections I, J, and K via an additional approved CS 840 referral form submitted by the social worker. CONTRACTOR must submit the additional report within fourteen days of receipt of the CS 840 referral form.
8. CONTRACTOR shall submit monthly reports according to the instructions in Section N of this agreement.

C. TRAINING

1. All CONTRACTOR staff shall receive training provided and/or arranged by the CONTRACTOR in cultural diversity/competency; substance abuse; child abuse reporting; trauma-focused therapy; and Lesbian, Gay, Bi-Sexual, Transgender and Questioning (LGBTQ) issues.

D. PROHIBITED ACTIVITIES

1. CONTRACTOR, contractor employees, volunteers, and/or sub-contractors shall have no one-on-one interaction with children under the age of 18. Two adults will be present in all interactions with children under the age of 18.
2. CONTRACTOR is prohibited from using any unconventional mental health treatments on children as referenced in Section VII (B) of the agreement.

E. CONFIDENTIAL TELEPHONE ACCESS

1. CONTRACTOR shall ensure that all clients referred by the COUNTY are provided confidential telephone access to CONTRACTOR including, but not limited to, a business telephone line and confidential voicemail. If CONTRACTOR conducts business from a residence or a multi-use office, this will require the installation of a separate telephone line to be used exclusively for contract-related business and it must be inaccessible by others for personal use; this includes answering machines or voicemail.

F. OUTCOMES AND ACCOUNTABILITY

1. STC contracts support the strategic objective of strong and healthy families. CPS is developing enhanced evaluation tools to quantify the outcomes of the impact of short-term counseling services on the recurrence of maltreatment, timely reunification, and re-entries into care after reunification.
2. CONTRACTOR shall comply with the following:
 - i. Responding in a timely manner to any questionnaires or surveys from COUNTY regarding STC.
 - ii. Sending a representative to any COUNTY meetings designed to gather feedback from STC contractors on enhancing and developing the areas of:
 - a) scope of work
 - b) identified outcomes to be measured
 - c) data tracking mechanisms
 - d) conflict resolution protocols.
 - iii. CONTRACTOR is hereby notified that this scope of work may be revised on a yearly (or more frequent) basis to incorporate outcomes and other new requirements.

G. MANDATED CHILD WELFARE OUTCOMES

CONTRACTOR shall provide services consistent with the mandated child welfare outcomes (Welfare and Institutions Code Section 10601.2) pertaining to safety, permanency, and well-being for children and families.

H. MANDATED REPORTING

CONTRACTOR shall comply with the training requirements for identification and reporting of child abuse, adult, and dependent adult abuse as defined in Penal Code Section 11165.7 and the Welfare and Institutions Code Section 15630-15632. All training shall be documented in an individual personnel file. CONTRACTOR shall establish procedures for paid and volunteer staff for reporting suspected child abuse cases.

Continue on to Section I. “Contractual Requirements for Individual, Family, and Conjoint Counseling.”

I. CONTRACTUAL REQUIREMENTS FOR INDIVIDUAL, FAMILY, AND CONJOINT COUNSELING

1. Referral Form	<p>Sacramento County CS 840 “Authorization for Services Form/Referral Form”</p> <p>Note: The CS 840 referral form must be signed in the approval area and include a client billing number. If CONTRACTOR receives an incomplete CS 840 referral form, CONTRACTOR must return it to: CPSCollateralReports@saccounty.net Or fax to (916) 854-9029</p> <p>The CS 840 referral form shall be valid for up to twelve months from the effective date, or until the number of authorized sessions is completed, whichever occurs first. Note: CONTRACTOR shall not begin services without a valid CS 840 referral form.</p>
2. Scheduling of Appointment	CONTRACTOR shall schedule appointment as soon as possible but no later than 14 days of receiving the CS 840 referral form.
3. Counseling Location/Service Address	CONTRACTOR is authorized to conduct individual/family/conjoint counseling sessions in the CONTRACTOR’s office or client’s home as authorized on the CS 840 referral form.
4. Number of Sessions	Short term individual, family, and conjoint counseling is comprised of up to 10 sessions.
5. Trauma-Focused Experience/Training	Referrals may be made preferentially to therapists with trauma-focused counseling experience and/or training.
6. Therapist Responsibilities	<ul style="list-style-type: none"> a. Read all provided reports/correspondence (including Court reports) prior to the first counseling session. b. Provide face-to-face counseling. <ul style="list-style-type: none"> i. May use Telehealth <ul style="list-style-type: none"> 1. In response to a public health emergency or 2. On a case-by-case when deemed appropriate by the therapist <u>and</u> Social Worker c. Develop a written treatment plan related to mitigating the unsafe behaviors negatively impacting children. d. Prepare a Counseling Report. <ul style="list-style-type: none"> i. Following completion of the authorized sessions (or if the client is no longer participating but has completed a minimum of 5 sessions): Prepare a Counseling report within 14 days of completion of the final session. The Counseling report must cover the client’s progress toward reaching the treatment plan goals; and, if additional services or support are needed following STC, transition/referrals to other available community-based resources should be included. e. CONTRACTOR must notify Social Worker within 48 hours if any of the following events occur: <ul style="list-style-type: none"> i. Client does not agree to an appointment, ii. An unexcused missed appointment, iii. Client is not cooperating and/or no progress is being made through counseling. f. Meet all requirements of the Scope of Work and Fee Schedule and Fiscal Requirements exhibits of this contract.
7. Where to Submit the Counseling Report	<p>Must Submit by email or fax:</p> <ul style="list-style-type: none"> a. CPSCollateralReports@saccounty.net with a cc: to social worker as needed b. fax to (916) 854-9029

8. Intern Requirements	All reports prepared by Interns must be reviewed and signed off by the fully-licensed supervising therapist.
9. Contractor Questions	Contact the CPS Service Performance Monitor at (916) 876-9989
10. Invoicing	See Exhibit C of this agreement for invoicing requirements.
11. Waiting List	CONTRACTOR shall inform the CPS Service Performance Monitor in writing if not currently accepting clients because of a waiting list for services.

J. CONTRACTUAL REQUIREMENTS FOR GROUPS

1. Authorization to Provide Groups	<p>Contractors must receive pre-approval from the Service Performance Monitor to provide groups. Submit the following information to the Service Performance Monitor for consideration: A summary of topic(s) and proposed course content, including approach, activities, and expected outcomes/results for clients.</p> <p>COUNTY reserves the right to select the providers, locations, and content of all Authorized Groups, based on the needs of CPS clients and resources available. COUNTY reserves the right to discontinue any under-utilized groups.</p>
2. Definition – CPS Authorized Groups	Psycho-educational groups should be trauma focused to address child abuse and neglect issues, general counseling, domestic violence, anger management and sexual abuse.
3. Definition – “Other” Groups	Groups on topics in addition to the above CPS Authorized Groups, including, but not limited to, co-parenting groups, co-dependency groups, Dialectical Behavioral Therapy (DBT) Groups and others.
4. Referral Form	<p>Sacramento County CS 840 “Authorization for Services Form/Referral Form”</p> <p>CONTRACTOR shall request a referral form (CS 840) within 24 hours of intake via email: CPSCollateralReports@sacounty.net Or fax to (916) 854-9029</p> <p>If CONTRACTOR receives an unsigned CS 840 referral form, CONTRACTOR must return it to: CPSCollateralReports@sacounty.net Or fax to (916) 854-9029</p> <p>The CS 840 referral form is valid for up to twelve months from the effective date or until the number of authorized sessions are completed, whichever occurs first. Note: CONTRACTOR shall not begin services without a valid CS 840 referral form.</p>
5. Intake	One drop-in or telephone intake session per client to obtain client information. Note: CONTRACTOR may complete intake sessions prior to receipt of a CS 840 referral form.
6. Pre-Group Individual Counseling Session	One 50-minute individual counseling session. This session should be completed prior to the start of CPS Authorized Group sessions, and should be conducted by the therapist facilitating the Authorized Group sessions client will attend. Interns must be supervised by a licensed therapist. A fully-licensed supervising therapist must conduct the pre-group individual sessions for those groups facilitated by B.A. counselors.
7. Scheduling of Attendance at Group	CONTRACTOR shall schedule attendance in the earliest available group session. An Authorized Group consists of one 90-minute session per week for 12 weeks.

8. Post-Group Individual Counseling Session	One 50-minute individual counseling session. This session must be completed after the CPS Authorized Group sessions are completed, and should be conducted by the therapist facilitating the Authorized Group sessions client attended. Interns must be supervised by a licensed therapist. A fully-licensed supervising therapist must conduct the post-group individual sessions for those groups facilitated by B.A. counselors.
9. Therapist Responsibilities	<ul style="list-style-type: none"> a. Read all provided reports/correspondence (including Court reports) prior to pre-group individual session. b. Conduct STC group counseling c. Prepare a Counseling Report within 14 days of completion of the post-group session (or if the client is no longer participating but has completed a minimum of 5 sessions). The Counseling Report must cover the client’s progress toward increasing parenting and life management skills to change the unsafe behaviors negatively impacting the children. If additional services or support are needed following the group, transition/referrals to other available community-based resources should be included. d. Meet all requirements of the Scope of Work and Fee Schedule and Fiscal Requirements exhibits of this contract. e. CONTRACTOR must notify Social Worker within 48 hours if any of the following events occur: <ul style="list-style-type: none"> i. Client does not agree to an appointment, ii. An unexcused missed appointment, iii. Client is not cooperating and/or no progress is being made through counseling.
10. Where to Submit the Counseling Report:	<p>Must Submit by email or fax:</p> <ul style="list-style-type: none"> a. CPSCollateralReports@saccounty.net with a cc: to social worker as needed b. fax to (916) 854-9029
11. Intern Requirements	All reports prepared by Interns must be reviewed and signed off by the fully-licensed supervising therapist.
12. Contractor Questions	Contact the CPS Service Performance Monitor at (916) 876-9989
13. Invoicing	See Exhibit C for invoicing requirements.
14. Waiting List	CONTRACTOR shall inform the CPS Service Performance Monitor in writing if not currently accepting clients because of a waiting list for services.

Continue on to Section K. “Contractual Requirements for Mental Health Assessments.”

K. CONTRACTUAL REQUIREMENTS FOR MENTAL HEALTH ASSESSMENTS

1. Definition	<p>Mental Health Assessment, as used in this Agreement, shall mean a court-ordered assessment to answer specific questions as indicated on the CS 840 referral form.</p> <p>The 3-session Mental Health Assessment is separate from any assessments included in Individual/Family/Conjoint Counseling and Group session packages.</p>
2. Referral form	<p>Sacramento County CS 840 “Authorization for Services Form/Referral Form”</p> <p>Note: The CS 840 referral form must be signed in the approval area. If CONTRACTOR receives an unsigned CS 840 referral form, CONTRACTOR must return it to: CPSCollateralReports@saccounty.net Or fax to (916) 854-9029</p> <p>The CS 840 referral form shall be valid for up to twelve months from the effective date, or until the number of authorized sessions is completed, whichever occurs first. Note: CONTRACTOR shall not begin services without a valid CS 840 referral form.</p>
3. Scheduling of Appointment	<p>CONTRACTOR shall schedule appointment as soon as possible but no later than 14 days of receiving the CS 840 referral form</p>
4. Number of Sessions	<p>The Mental Health Assessment shall consist of a maximum of three 50-minute sessions.</p>
5. Therapist Licensure Requirement	<p>CONTRACTOR shall only use licensed therapists to conduct Mental Health Assessment sessions.</p>
6. Therapist Responsibilities	<ol style="list-style-type: none"> a. Read all provided reports/correspondence (including Court reports) prior to the first session. b. Provide Mental Health Assessment services. c. Submit a written Mental Health Assessment report within 14 days of the final session. The assessment shall, at the minimum, address the following: <ol style="list-style-type: none"> i. Identification of parent’s mental and/or developmental disability ii. Recommendations for specific social, mental health or other available services to assist the parent to develop the skills necessary to care for and control the child adequately iii. Describe any particular techniques that should be utilized or avoided to be effective in assisting the parent to gain the skills necessary to care for and control the child adequately iv. Determine need for psychiatric evaluation v. Other, specify d. CONTRACTOR must notify Social Worker within 48 hours if any of the following events occur: <ol style="list-style-type: none"> i. Client does not agree to an appointment, or ii. An unexcused missed appointment. e. CONTRACTOR shall meet all requirements of the Scope of Work and Fee Schedule and Fiscal Requirements exhibits of this contract.
7. Where to submit the Counseling Report:	<p>Must Submit by email or fax:</p> <ol style="list-style-type: none"> a. CPSCollateralReports@saccounty.net with a cc: to social worker as needed b. fax to (916) 854-9029
8. Contractor Questions	<p>Contact the CPS Service Performance Monitor at (916) 876-9989</p>
9. Invoicing	<p>See Exhibit C for invoicing requirements.</p>
10. Waiting List	<p>CONTRACTOR shall inform the CPS Service Performance Monitor in writing if not currently accepting clients because of a waiting list for services.</p>

L. CONTRACTUAL REQUIREMENTS FOR APPROVAL OF THERAPISTS

1. To obtain approval of a new therapist complete the CPS Therapist Questionnaire Form and submit with a copy of the therapists resume to:
CPSCollateralReports@Saccounty.net
2. To qualify to provide services under this STC agreement, therapists/counselors/interns must:
 - i. Be pre-approved via the CPS STC Therapist Questionnaire process. (See Section M for CPS Therapist Questionnaire Form);
 - ii. Be a Licensed Clinical Social Worker (LCSW); an Associate Clinical Social Worker (ASW); Marriage, Family and
 - iii. Children’s Counselor (MFCC); a Marriage and Family Therapist (MFT); Psychologist; a Registered Psychological Assistant; a Psychological Assistant; or Licensed Professional Clinical Counselor (LPCC);
 - iv. Have demonstrated experience providing brief or STC with a minimum of one year of experience counseling adult clients on issues of physical abuse (perpetrator), neglect/failure to protect, and sexual abuse (perpetrator and non-offending parent); and
 - v. Additionally, all therapists (including interns) should be trained in trauma-focused therapy.
 - vi. COUNTY may, at its sole discretion, authorize an intern registered with the Board of Behavioral Sciences or Board of Psychology. Close supervision as defined by the Board of Behavioral Sciences is required for all counseling services provided by interns and intern supervisors must meet the minimum requirements of the Board under which the intern is seeking licensure.
 - vii. Interns must have educational training and counseling experience in the areas of physical, emotional, and/or sexual abuse, neglect or domestic violence.
 - viii. Additionally, COUNTY may, at its sole discretion, authorize use of counselors with a minimum of a Bachelor's Degree and/or equivalent training and experience in anger management or domestic violence for anger management or domestic violence groups. In which case, counselor shall be under the supervision of an LCSW, MFCC, MFT, or Psychologist who must complete the pre- and post-group individual counseling sessions and sign off on all reports.
 - ix. All reports prepared by interns and doctoral students must be reviewed and signed off by the fully-licensed supervising therapist.

Continue on to Section M, “CPS STC Therapist Questionnaire Form.”



M. CPS STC THERAPIST QUESTIONNAIRE FORM

Contractor's Name: _____

Date: _____

Therapist Name: _____

If you are not licensed, please provide the name of your supervising therapist: _____

ATTACH A COPY OF YOUR RESUME TO THIS FORM.

1. List degrees (including those in progress), date received, and institution:

<u>Degree/Degrees in Progress</u>	<u>Date received</u>	<u>Institution</u>
_____	_____	_____
_____	_____	_____
_____	_____	_____

2. List licenses, board certificates, and/or registration number and dates (Attach a copy of clinical license[s]):

<u>License/Board Certificate/Registration Number</u>	<u>Date</u>
_____	_____
_____	_____
_____	_____

3. Provide a list of completed Continuing Education Unit coursework (recent and relevant).

4. Describe your experience providing counseling for adults in each of the following areas:

PHYSICAL ABUSE – <u>PERPETRATOR</u>	
# of years experience: _____	Approx. # of clients served: _____
Comments: _____	
Self Assessment:	
Level of experience: <input type="checkbox"/> High <input type="checkbox"/> medium <input type="checkbox"/> low <input type="checkbox"/> I specialize in this area	

PHYSICAL ABUSE – <u>NON-OFFENDING PARENT</u>	
# of years experience: _____	Approx. # of clients served: _____
Comments: _____	
Self Assessment:	
Level of experience: <input type="checkbox"/> High <input type="checkbox"/> medium <input type="checkbox"/> low <input type="checkbox"/> I specialize in this area	

SEXUAL ABUSE – <u>PERPETRATOR</u>	
# of years experience: _____	Approx. # of clients served: _____
Comments: _____	
Self Assessment:	
Level of experience: <input type="checkbox"/> High <input type="checkbox"/> medium <input type="checkbox"/> low <input type="checkbox"/> I specialize in this area	

SEXUAL ABUSE – <i>NON-OFFENDING PARENT</i>	
# of years experience:	Approx. # of clients served:
Comments:	
Self Assessment:	
Level of experience:	<input type="checkbox"/> High <input type="checkbox"/> medium <input type="checkbox"/> low <input type="checkbox"/> I specialize in this area

NEGLECT/FAILURE TO PROTECT	
# of years experience:	Approx. # of clients served:
Comments:	
Self Assessment:	
Level of experience:	<input type="checkbox"/> High <input type="checkbox"/> medium <input type="checkbox"/> low <input type="checkbox"/> I specialize in this area

FAMILIES DEALING WITH A YOUTH COMING OUT AS LGBTQ AND STRUGGLING WITH ACCEPTANCE	
# of years experience:	Approx. # of clients served:
Comments:	
Self Assessment:	
Level of experience:	<input type="checkbox"/> High <input type="checkbox"/> medium <input type="checkbox"/> low <input type="checkbox"/> I specialize in this area

FAMILY WHO IS NOT ACCEPTING OF A YOUTH'S LGBTQ IDENTIFY AND WORKING THROUGH GETTING TO ACCEPTANCE AND BECOMING AFFIRMING	
# of years experience:	Approx. # of clients served:
Comments:	
Self Assessment:	
Level of experience:	<input type="checkbox"/> High <input type="checkbox"/> medium <input type="checkbox"/> low <input type="checkbox"/> I specialize in this area

FAMILIES DEALING WITH A YOUTH OR FAMILY MEMBER TRANSITIONING	
# of years experience:	Approx. # of clients served:
Comments:	
Self Assessment:	
Level of experience:	<input type="checkbox"/> High <input type="checkbox"/> medium <input type="checkbox"/> low <input type="checkbox"/> I specialize in this area

ABUSE OR NEGLECT RELATED TO A YOUTH'S LGBTQ IDENTIFY	
# of years experience:	Approx. # of clients served:
Comments:	
Self Assessment:	
Level of experience:	<input type="checkbox"/> High <input type="checkbox"/> medium <input type="checkbox"/> low <input type="checkbox"/> I specialize in this area

FAMILIES DEALING WITH FAITH BASED ISSUES AND THEIR IMPACT ON LGBTQ YOUTH, IDENTIFY AND ACCEPTANCE	
# of years experience:	Approx. # of clients served:
Comments:	
Self Assessment:	
Level of experience:	<input type="checkbox"/> High <input type="checkbox"/> medium <input type="checkbox"/> low <input type="checkbox"/> I specialize in this area



TRAUMA-SPECIFIC OR TRAUMA-INFORMED THERAPY AND HOW DO YOU DETERMINE WHETHER THE CLIENT NEEDS TRAUMA-SPECIFIC THERAPY

# of years experience:	Approx. # of clients served:
Comments:	
Self Assessment:	
Level of experience: <input type="checkbox"/> High <input type="checkbox"/> medium <input type="checkbox"/> low <input type="checkbox"/> I specialize in this area	

EVIDENCE-BASED MODELS DESIGNED AND TESTED FOR TREATMENT OF TRAUMA-RELATED THERAPY

# of years experience:	Approx. # of clients served:
Comments:	
Self Assessment:	
Level of experience: <input type="checkbox"/> High <input type="checkbox"/> medium <input type="checkbox"/> low <input type="checkbox"/> I specialize in this area	

DIALECTICAL BEHAVIORAL THERAPY (DBT)

# of years experience:	Approx. # of clients served:
Comments:	
Self Assessment:	
Level of experience: <input type="checkbox"/> High <input type="checkbox"/> medium <input type="checkbox"/> low <input type="checkbox"/> I specialize in this area	

BRIEF OR SHORT-TERM MODEL THERAPY (10-12 sessions)

# of years experience:	Approx. # of clients served:
Comments:	
Self Assessment:	
Level of experience: <input type="checkbox"/> High <input type="checkbox"/> medium <input type="checkbox"/> low <input type="checkbox"/> I specialize in this area	

Foreign Language Proficiency/ Cultural Competencies

# of years experience:	Approx. # of clients served:
Comments:	
Self Assessment:	
Level of experience: <input type="checkbox"/> native/bilingual <input type="checkbox"/> full professional <input type="checkbox"/> minimum professional <input type="checkbox"/> I specialize in this area	



5. Identify three (3) community-based services that you would, or have recently, transitioned clients into following completion of counseling and why you made the referral.

6. Have you ever been formally disciplined by your credentialing agency or successfully litigated against? If so, please explain.

7. Are you currently an employee of Sacramento County? Yes No
If "Yes," list department and position title in which you are currently working:

If "No," have you ever worked for Sacramento County? Yes No

If you previously worked for Sacramento County under another name, please identify



M. CPS STC THERAPIST QUESTIONNAIRE FORM - CONTINUED

8. Have you ever been terminated for cause or released from probation from Sacramento County employment?

Yes No

9. Do you authorize the County to obtain information regarding your job performance from previous employers?
(Note: Failure to consent to a reference check will be grounds for disqualification of your application.)

Yes No Exceptions:

I certify that the information on this form is accurate to the best of my knowledge.

Applicant's signature: _____

Date: _____

Approved by Sacramento County:

Signature: _____

Date: _____

Continue on to Section N. "Contractual Requirements for Monthly Data Collection Report."



N. CONTRACTUAL REQUIREMENTS FOR MONTHLY DATA COLLECTION REPORT:

Complete all sections of the template. Using the template below, submit monthly reports with your monthly invoice to Sacramento County, Department of Child, Family and Adult Services, P.O. Box 269057, Sacramento, CA 95826, Attention: Fiscal Services/STC or e-mail to DCFAS-Contracts-Unit@saccounty.net

Agency: _____ Date completed: _____

Completed by: _____ Month/year: _____

Monthly Data

Counseling Data	Individual (not pre/post Individual Counseling for Groups)- Numbers	Group Counseling-Numbers
CS840s received for this service		
Clients participating in individual counseling		
Intakes completed (phone or in person)		
Group pre-counseling individual session completed		
Group post-counseling individual session completed		
All non-shows for individual appointments (including pre- and post-individual counseling for groups)		
Clients that dropped out during the month (two or more unexcused absences and no contact with provider)		
Clients receiving completion certificate for Group Counseling		
Clients that completed 10 counseling sessions		
Counseling Reports Submitted		

<u>Mental Health Assessment</u>	Monthly number
CS840s received for this service	
Clients that did not complete assessment sessions (dropped out)	
Mental Health Assessment Reports submitted	

Do you have a waiting list? Yes No
If yes, contact Service Performance Monitor.

Continue on to Section O. "Preparation for Subpoenaed Testimony."

O. PREPARATION FOR SUBPOENAED TESTIMONY:

1. CONTRACTOR shall require all therapists to immediately report to CONTRACTOR'S management the receipt of any subpoenas. CONTRACTOR shall then ensure that the subpoenaed therapist(s) receive training on testifying in Juvenile Court. CONTRACTOR shall ensure that the therapist completes the following prior to appearing in court:
 - a) Review of any jurisdictional/dispositional reports, and/or other court reports, and/or social worker correspondence/referral forms regarding the Juvenile Court case to thoroughly understand the history and basis for the current allegation(s).
 - b) Review of all therapist reports, notes of the participation in and benefit from counseling regarding the client.
 - c) Interns are to consult with supervisors prior to testimony regarding the a) and b) immediately above.
 - d) CONTRACTOR's time spent training agency staff on testifying in Juvenile court is not reimbursable.



SAMPLE FEE SCHEDULE AND FISCAL REQUIREMENTS
SOQ/RFA No. CPS/056

I. MAXIMUM PAYMENT

All Short Term Counseling contracts combined share a pooled authority amount of \$XXXXXX. The Maximum Total Payment for ALL Short-Term Counseling contracts combined is \$XXXXXX for the term of this agreement.

II. PAYMENT FOR COUNSELING SESSIONS

Payment for services shall be based on the following fee schedule:

- A. Individual, Family, Conjoint Sessions – \$XX per each 50-minute counseling session completed in office, Telehealth or client’s home as authorized on the CS 840 referral form (includes required report).
- B. Mental Health Assessment –\$XX per each 50-minute session (maximum of three sessions, includes assessment report).
- C. CPS Authorized Groups (referred to as General and Specialized Groups)
 - A group is comprised of a series of twelve 90-minute sessions generally provided within a 12 week period. Sessions with 5 or more CPS attendees are paid at the flat rate of \$XXX per session. Sessions with less than 5 CPS attendees are paid at the rate of \$XX per attendee. (These rates include the CPS Counseling Report following the post group individual session).
 - Participants in a group are additionally provided a maximum of two individual sessions per attendee (one pre- and one post-group individual counseling session). The two individual sessions per participant are paid at the rate of \$XX per session.
- D. Other Groups – \$XX per CPS-referred client for each 90-minute group counseling session.
- E. Group Intake Sessions are not reimbursable.
- F. CONTRACTOR shall bill the services provided under this contract to other appropriate public or private funding source(s) if such funds are available. If no other funds are available, or if the other funding source(s) refuse payment, CONTRACTOR shall bill COUNTY.

III. MISSED APPOINTMENTS

- A. COUNTY shall pay for a maximum of two missed appointments per CS 840 referral form for pre- and post-group individual counseling sessions, individual, family, or conjoint Short Term Counseling sessions per client for client no-shows and late cancellations, with less than 24-hour notice. Missed appointments will not count as sessions and will not reduce the number of sessions authorized on the CS 840 referral form.
- B. Missed appointments for pre- and post- group individual counseling sessions; individual, family, or conjoint; or mental health assessment sessions are paid at the rate of \$XX.00 per session.
- C. Missed appointments for group sessions are not reimbursable.
- D. All unexcused missed appointments for Short Term Counseling sessions must be reported to the social worker within 48 hours.

IV. PAYMENT FOR CPS COUNSELING REPORTS

The cost of CPS counseling reports are included in the session fees. No additional fee is paid for CPS Counseling Reports.

V. PAYMENT FOR ADDITIONAL REPORTS

Additional reports requested by the CPS social worker via a CS 840 referral form and completed by the CONTRACTOR will be paid at the rate of \$XX.00 per report.

VI. PAYMENT HOLDS

COUNTY reserves the right to withhold payment of invoices if CONTRACTOR does not comply with the reporting requirements stated in Exhibit A of this Agreement,

VII. EXPENSES

No additional costs or expenses, such as travel or telephone, will be paid to CONTRACTOR by COUNTY.

VIII. INVOICING FOR PAYMENT

CONTRACTOR shall submit an invoice in accordance with the procedure below on a monthly basis no later than the 15th day of the month following the invoice period. CONTRACTOR shall attach a copy of the Monthly Data Report to the invoice. See V. "Payment Holds" above.

A. Individual (including pre- and post- group individual counseling sessions) and conjoint, family, and mental health assessments:

CONTRACTOR'S existing billing system and invoice forms may be used. Invoice must show Sacramento County Department of Child, Family and Adult Services as the payer/responsible party. Invoices listing the client or social worker as the payer will not be accepted for payment. Invoices must include the following:

- Exact name of CONTRACTOR (payee) as it appears on contract;
- CONTRACTOR'S complete mailing address and phone number;
- COUNTY contract number;
- Description of service(s) rendered;
- Date(s) of service;
- Rate per session, number of sessions, type of session, additional reports requested by County and provided, and total amount due per client;
- Name of the therapist who provided the service;
- Name and DOB of the CPS client for whom service was provided;
- Fiscal control number (This number is assigned by COUNTY);
- Copy of CS840 authorization for services; and
- Copy of Monthly Data Report.

B. CPS Authorized Group Counseling (including General and Specialized Groups) and Other Groups:

CONTRACTOR'S existing billing system and invoice forms may be used. Invoice must show Sacramento County Department of Child, Family and Adult Services as the payer/responsible party. Invoices listing the client or social worker as the payer will not be accepted for payment. Invoices must include the following:

- Exact name of CONTRACTOR (payee) as it appears on contract;
- CONTRACTOR'S complete mailing address;
- COUNTY contract number; and
- Attendance sheet for each group session containing all of the following information:
 - Date and time of group
 - Name of therapist leading the group
 - Group description/name
 - Printed name of client
 - Signature of client
 - DOB of client
 - Therapist signature
 - Copy of Monthly Data Report

C. CONTRACTOR shall submit invoices to the following address: Sacramento County, Department of Child, Family and Adult Services, P.O. Box 269057, Sacramento, CA 95826, Attention: Fiscal Services/STC.

D. Payment will not be made for services provided by counselors who have not been pre-approved to provide services as specified in Exhibit A of this Agreement.

E. Payment will not be made for any additional reports not requested via a CS 840 referral form as specified in Exhibit A of this Agreement.

IX. SUBPOENAED TESTIMONY

The sections A-C below is the invoice process for expert testimony provided under a Sacramento County Counsel-issued subpoena:

A. Do not reference this agreement on the invoice; rather attach a copy of the subpoena to the invoice.

B. The invoice must include the following:

- A copy of the subpoena attached;
- Exact name of Payee (contractor),
- Complete mailing address for Payee (contractor);
- Payee's (contractor's) Federal Tax ID number or social security number (if an individual);
- Description of service (Expert Testimony). (Note: Expert testimony includes testimony time and court waiting time, does not include lunch break or travel within Sacramento County)
- Date(s) of testimony;
- Subpoenaed testimony is reimbursed at the rate of \$90 per hour; and
- Name of the CPS client for whom the service was provided.



- C. Submit invoices for Sacramento County-subpoenaed testimony to:
DCFAS Contracts Unit, County of Sacramento, Worker Code A601, P.O. Box 269057, Sacramento, CA 95826-9057.
- D. For Non-Sacramento County issued subpoenas, CONTRACTOR must seek compensation from the subpoenaing party. COUNTY is not liable if CONTRACTOR fails to receive compensation from the non-Sacramento County entity.

**Request for Statement of Qualifications and Applications for Licensed Therapists to
Provide Short-Term Counseling Services**

EXHIBIT D – COUNTY CONTRACT CLAUSES

AGREEMENT

THIS AGREEMENT is made and entered into as of this day of month, year, by and between the COUNTY OF SACRAMENTO, a political subdivision of the State of California, hereinafter referred to as "COUNTY", and (CONTRACTOR NAME), an individual, hereinafter referred to as "CONTRACTOR".

RECITALS

WHEREAS, the goal of Sacramento County, Department of Child, Family and Adult Services, Child Protective Services (DCFAS-CPS) is to protect children from abuse and neglect, and to strengthen families and provide permanent homes; and

WHEREAS, the Sacramento County Board of Supervisors approved Resolution Number XXXX on (DATE), authorizing the Department of Child, Family and Adult Services, hereinafter referred to as "DCFAS", to enter into an agreement with CONTRACTOR to provide services to children in Sacramento County and authorized the use of additional amendment authority, as authorized in Sacramento County Code Section 2.61.440; and

WHEREAS, pursuant to the resolution cited as providing authority to execute this Agreement, the Department has amendment authority for non-monetary changes, monetary decreases, to terminate or assign this Agreement and to increase the total contract amount by no more than 10% or \$25,000, whichever is less; and

WHEREAS, CONTRACTOR has the professional training and expertise required to provide assessment and counseling services for families who have been directed to participate in counseling in order to avoid removal of the family's child or children from the home; or in order to reunify the family following removal of a child or children from the family home because of neglect or physical, emotional, and/or sexual abuse; or to avoid placement failure; and

WHEREAS, COUNTY AND CONTRACTOR desire to enter into this Agreement on the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the mutual promises hereinafter set forth, COUNTY and CONTRACTOR agree as follows:

I. SCOPE OF SERVICES

CONTRACTOR shall provide services in the amount, type, and manner described in Exhibit A, which is attached hereto and incorporated herein.

II. TERM

This Agreement shall be effective and commence as of the date first written above and shall end on (insert date).

III. NOTICE



Any notice, demand, request, consent, or approval that either party hereto may or is required to give the other pursuant to this Agreement shall be in writing and shall be either personally delivered or sent by mail, addressed as follows:

TO COUNTY

DIRECTOR

Department of Child, Family and Adult
Services
P.O. Box 269057
Sacramento, CA 95826

TO CONTRACTOR

(CONTRACTOR ADDRESS)

Either party may change the address to which subsequent notice and/or other communications can be sent by giving written notice designating a change of address to the other party, which shall be effective upon receipt.

IV. COMPLIANCE WITH LAWS

CONTRACTOR shall observe and comply with all applicable federal, state, and county laws, regulations, and ordinances.

V. GOVERNING LAWS AND JURISDICTION

This Agreement shall be deemed to have been executed and to be performed within the State of California and shall be construed and governed by the internal laws of the State of California. Any legal proceedings arising out of or relating to this Agreement shall be brought in Sacramento County, California.

VI. LICENSES, PERMITS, AND CONTRACTUAL GOOD STANDING

- A. CONTRACTOR shall possess and maintain all necessary licenses, permits, certificates, and credentials required by the laws of the United States, the State of California, County of Sacramento, and all other appropriate governmental agencies, including any certification and credentials required by COUNTY. Failure to maintain the licenses, permits, certificates, and credentials shall be deemed a breach of this Agreement and constitutes grounds for the termination of this Agreement by COUNTY.
- B. CONTRACTOR further certifies to COUNTY that it and its principals are not debarred, suspended, or otherwise excluded from or ineligible for, participation in federal, state, or county government contracts. CONTRACTOR certifies that it shall not contract with a subcontractor that is so debarred or suspended.

VII. PERFORMANCE STANDARDS

- A. CONTRACTOR shall perform its services under this Agreement in accordance with the industry and/or professional standards applicable to CONTRACTOR's services. COUNTY may evaluate CONTRACTOR's performance of the scope of services provided in Exhibit A in accordance with performance outcomes determined by COUNTY. CONTRACTOR shall maintain such records concerning performance outcomes as required by COUNTY and provide the records to COUNTY upon request.
- B. CONTRACTOR is prohibited from using any unconventional mental health treatments on children. Such unconventional mental health treatments include, but are not limited to: Rebirthing Therapy, Holding Therapy, Quiet Play Program, Strong Sitting Time Out, Isolation, Wrapping, and Eye Movement Desensitization and Reprocessing (EMDR). Such unconventional treatments also include, but are not limited to, any treatments that violate the children's personal rights as provided in Title 22, Division 6, Chapter 1, Section 80072(3) of

the California Code of Regulations which prohibits the infliction of pain, humiliation, intimidation, ridicule, coercion, threat, mental abuse or other actions of a punitive nature. Use of any such treatments by CONTRACTOR or any therapist providing services for CONTRACTOR shall constitute a material breach of this Agreement and be grounds for immediate termination of this Agreement for cause pursuant to Section XXIX, B.

VIII. OWNERSHIP OF WORK PRODUCT

All technical data, evaluations, plans, specifications, reports, documents, or other work products developed by CONTRACTOR hereunder shall be the exclusive property of COUNTY and shall be delivered to COUNTY upon completion of the services authorized hereunder. CONTRACTOR may retain copies thereof for its files and internal use. Publication of the information directly derived from work performed or data obtained in connection with services rendered under this Agreement must first be approved in writing by COUNTY. COUNTY recognizes that all technical data, evaluations, plans, specifications, reports, and other work products are instruments of CONTRACTOR's services and are not designed for use other than what is intended by this Agreement.

IX. STATUS OF CONTRACTOR

- A. It is understood and agreed that CONTRACTOR (including CONTRACTOR's employees) is an independent contractor and that no relationship of employer-employee exists between the parties hereto. CONTRACTOR's assigned personnel shall not be entitled to any benefits payable to employees of COUNTY. COUNTY is not required to make any deductions or withholdings from the compensation payable to CONTRACTOR under the provisions of this Agreement; and as an independent contractor, CONTRACTOR hereby indemnifies and holds COUNTY harmless from any and all claims that may be made against COUNTY based upon any contention by any third party that an employer-employee relationship exists by reason of this Agreement.
- B. It is further understood and agreed by the parties hereto that CONTRACTOR in the performance of its obligation hereunder is subject to the control or direction of COUNTY as to the designation of tasks to be performed, the results to be accomplished by the services hereunder agreed to be rendered and performed, and not the means, methods, or sequence used by CONTRACTOR for accomplishing the results.
- C. If, in the performance of this Agreement, any third persons are employed by CONTRACTOR, such person shall be entirely and exclusively under the direction, supervision, and control of CONTRACTOR. All terms of employment, including hours, wages, working conditions, discipline, hiring, and discharging, or any other terms of employment or requirements of law, shall be determined by CONTRACTOR, and COUNTY shall have no right or authority over such persons or the terms of such employment.
- D. It is further understood and agreed that as an independent contractor and not an employee of County, neither CONTRACTOR nor CONTRACTOR's assigned personnel shall have any entitlement as a COUNTY employee, right to act on behalf of COUNTY in any capacity whatsoever as agent, nor to bind COUNTY to any obligation whatsoever. CONTRACTOR shall not be covered by workers' compensation; nor shall CONTRACTOR be entitled to compensated sick leave, vacation leave, retirement entitlement, participation in group health, dental, life, and other insurance programs, or entitled to other fringe benefits payable by COUNTY to employees of COUNTY.
- E. It is further understood and agreed that CONTRACTOR must issue W-2 and 941 Forms for income and employment tax purposes, for all of CONTRACTOR's assigned personnel under the terms and conditions of this Agreement.

X. CONTRACTOR IDENTIFICATION



CONTRACTOR shall provide COUNTY with the following information for the purpose of compliance with California Unemployment Insurance Code Section 1088.8 and Sacramento County Code Chapter 2.160: CONTRACTOR's name, address, telephone number, social security number or tax identification number, and whether dependent health insurance coverage is available to CONTRACTOR.

XI. COMPLIANCE WITH CHILD, FAMILY, AND SPOUSAL SUPPORT REPORTING OBLIGATIONS

- A. CONTRACTOR's failure to comply with state and federal child, family, and spousal support reporting requirements regarding a contractor's employees or failure to implement lawfully served wage and earnings assignment orders or notices of assignment relating to child, family, and spousal support obligations shall constitute a default under this Agreement.
- B. CONTRACTOR's failure to cure such default within ninety (90) days of notice by COUNTY shall be grounds for termination of this Agreement.

XII. BENEFITS WAIVER

If CONTRACTOR is unincorporated, CONTRACTOR acknowledges and agrees that CONTRACTOR is not entitled to receive the following benefits and/or compensation from COUNTY: medical, dental, vision and retirement benefits, life and disability insurance, sick leave, bereavement leave, jury duty leave, parental leave, or any other similar benefits or compensation otherwise provided to permanent civil service employees pursuant to the County Charter, the County Code, the Civil Service Rule, the Sacramento County Employees' Retirement System and/or any and all memoranda of understanding between COUNTY and its employee organizations. Should CONTRACTOR or any employee or agent of CONTRACTOR seek to obtain such benefits from COUNTY, CONTRACTOR agrees to indemnify and hold harmless COUNTY from any and all claims that may be made against COUNTY for such benefits.

XIII. CONFLICT OF INTEREST

CONTRACTOR and CONTRACTOR's officers and employees shall not have a financial interest, or acquire any financial interest, direct or indirect, in any business, property or source of income which could be financially affected by or otherwise conflict in any manner or degree with the performance of services required under this Agreement.

XIV. LOBBYING AND UNION ORGANIZATION ACTIVITIES

- A. CONTRACTOR shall comply with all certification and disclosure requirements prescribed by Section 319, Public Law 101-121 (31 U.S.C. § 1352) and any implementing regulations.
- B. If services under this Agreement are funded with state funds granted to COUNTY, CONTRACTOR shall not utilize any such funds to assist, promote, or deter union organization by employees performing work under this Agreement and shall comply with the provisions of Government Code Sections 16645 through 16649.
- C. If services under this Agreement are funded in whole or in part with Federal funds no funds may be used to support or defeat legislation pending before Congress or any state legislature. CONTRACTOR further agrees to comply with all requirements of the Hatch Act (Title 5 USC, Sections 1501-1508).

XV. NONDISCRIMINATION IN EMPLOYMENT, SERVICES, BENEFITS, AND FACILITIES

- A. CONTRACTOR agrees and assures COUNTY that CONTRACTOR and any subcontractors shall comply with all applicable federal, state, and local anti-discrimination laws, regulations, and ordinances and to not unlawfully discriminate, harass, or allow harassment against any employee, applicant for employment,



employee or agent of COUNTY, or recipient of services contemplated to be provided or provided under this Agreement, because of race, ancestry, marital status, color, religious creed, political belief, national origin, ethnic group identification, sex, sexual orientation, age (over 40), medical condition (including HIV and AIDS), or physical or mental disability. CONTRACTOR shall ensure that the evaluation and treatment of its employees and applicants for employment, the treatment of COUNTY employees and agents, and recipients of services are free from such discrimination and harassment.

- B. CONTRACTOR represents that it is in compliance with and agrees that it will continue to comply with the Americans with Disabilities Act of 1990 (42 U.S.C. § 12101 et seq.), the Fair Employment and Housing Act (Government Code § 12900 et seq.), and regulations and guidelines issued pursuant thereto.
- C. CONTRACTOR agrees to compile data, maintain records, post required notices and submit reports to permit effective enforcement of all applicable anti-discrimination laws and this provision.
- D. CONTRACTOR shall include this nondiscrimination provision in all subcontracts related to this Agreement.

XVI. INDEMNIFICATION

- A. For work or services provided under this Agreement, which are not professional services, CONTRACTOR shall indemnify, defend, and hold harmless COUNTY, its Board of Supervisors, officers, directors, agents, employees, and volunteers from and against any and all claims, demands, actions, losses, liabilities, damages, and costs, including reasonable attorneys' fees, arising out of or resulting from performance of this Agreement, regardless of whether caused in part by a party indemnified hereunder, except for loss caused by the sole negligence of COUNTY, its Board of Supervisors, officers, directors, agents, employees, and volunteers.
- B. For professional services provided under this Agreement, CONTRACTOR shall indemnify, defend, and hold harmless COUNTY, its Board of Supervisors, officers, directors, agents, employees, and volunteers from and against any and all claims, demands, actions, losses, liabilities, damages, and costs, including reasonable attorneys' fees, arising out of or resulting from the negligent performance of the professional services provided under this Agreement.
- C. The indemnity provisions shall survive the expiration or termination of the Agreement.

XVII. INSURANCE

Without limiting CONTRACTOR's indemnification, CONTRACTOR shall maintain in force at all times during the term of this Agreement and any extensions or modifications thereto, insurance as specified in Exhibit B. It is the responsibility of CONTRACTOR to notify its insurance advisor or insurance carrier(s) regarding coverage, limits, forms, and other insurance requirements specified in Exhibit B. It is understood and agreed that COUNTY shall not pay any sum to CONTRACTOR under this Agreement unless and until COUNTY is satisfied that all insurance required by this Agreement is in force at the time services hereunder are rendered. Failure to maintain insurance as required in this Agreement may be grounds for material breach of contract.

XVIII. INFORMATION TECHNOLOGY ASSURANCES

CONTRACTOR shall take all reasonable precautions to ensure that any hardware, software, and/or embedded chip devices used by CONTRACTOR in the performance of services under this Agreement, other than those owned or provided by COUNTY, shall be free from viruses. Nothing in this provision shall be construed to limit any rights or remedies otherwise available to COUNTY under this Agreement.

XIX. WEB ACCESSIBILITY

CONTRACTOR shall ensure that all web sites and web applications provided by CONTRACTOR pursuant to



this Agreement shall comply with COUNTY's Web Accessibility Policy adopted by the Board of Supervisors on February 18, 2003, as well as any approved amendment thereto.

XX. COMPENSATION AND PAYMENT OF INVOICES LIMITATIONS

- A. Compensation under this Agreement shall be limited to the Maximum Total Payment Amount set forth in Exhibit C, or Exhibit C as modified by COUNTY in accordance with express provisions in this Agreement.
- B. CONTRACTOR shall submit an invoice on the forms and in accordance with the procedures prescribed by COUNTY insert - upon completion of services, on a monthly basis. Invoices shall be submitted to COUNTY no later than the fifteenth (15th) day of the month following the invoice period, and COUNTY shall pay CONTRACTOR within thirty (30) days after receipt of an appropriate and correct invoice.
- C. CPS operates on a cash accounting basis. Invoices for services provided in any contract term must be submitted no later than fifteen (15) days after the end of the contract term. Invoices submitted later than required shall not be honored by COUNTY unless CONTRACTOR has obtained prior written COUNTY approval to the contrary.
- D. CONTRACTOR shall maintain for four (4) years following termination of this Agreement full and complete documentation of all services and expenditures associated with performing the services covered under this Agreement. Expense documentation shall include: time sheets or payroll records for each employee; receipts for supplies; applicable subcontract expenditures; applicable overhead and indirect expenditures.
- E. In the event CONTRACTOR fails to comply with any provisions of this Agreement, COUNTY may withhold payment until such non-compliance has been corrected.
- F. It is understood that any records of revenues or expenditures under this contract may be subject to compliance with applicable regulations, including but not limited to Federal, State and County regulations, and may be audited by the appropriate agency. In the event of an audit disallowance of any claimed cost, which is subject to compliance with regulations, COUNTY shall not be liable for any lost revenue resulting therefrom.
- G. Any funds due and owing to COUNTY may be collected, at the sole discretion of DIRECTOR, by cash payment or by a credit on funds due to be paid to CONTRACTOR under the terms of this Agreement.
- H. In the event that CONTRACTOR is required by subpoena to testify in any matter arising out of or concerning this Agreement by any party other than COUNTY, CONTRACTOR shall not be entitled to any compensation from COUNTY for time spent or expense incurred in giving or preparing for such testimony, including travel time. CONTRACTOR must seek compensation from the subpoenaing party, and COUNTY shall not be liable if CONTRACTOR fails to receive compensation.

XXI. LEGAL TRAINING INFORMATION

If under this Agreement CONTRACTOR is to provide training of County personnel on legal issues, then CONTRACTOR shall submit all training and program material for prior review and written approval by County Counsel. Only those materials approved by County Counsel shall be utilized to provide such training.

XXII. SUBCONTRACTS, ASSIGNMENT



- A. CONTRACTOR shall obtain prior written approval from COUNTY before subcontracting any of the services delivered under this Agreement. CONTRACTOR remains legally responsible for the performance of all contract terms including work performed by third parties under subcontracts. Any subcontracting will be subject to all applicable provisions of this Agreement. CONTRACTOR shall be held responsible by COUNTY for the performance of any subcontractor whether approved by COUNTY or not.
- B. This Agreement is not assignable by CONTRACTOR in whole or in part, without the prior written consent of COUNTY.

XXIII. AMENDMENT AND WAIVER

Except as provided herein, no alteration, amendment, variation, or waiver of the terms of this Agreement shall be valid unless made in writing and signed by both parties. Waiver by either party of any default, breach, or condition precedent shall not be construed as a waiver of any other default, breach, or condition precedent, or any other right hereunder. No interpretation of any provision of this Agreement shall be binding upon COUNTY unless agreed in writing by DIRECTOR and counsel for COUNTY.

XXIV. SUCCESSORS

This Agreement shall bind the successors of COUNTY and CONTRACTOR in the same manner as if they were expressly named.

XXV. TIME

Time is of the essence of this Agreement.

XXVI. INTERPRETATION

This Agreement shall be deemed to have been prepared equally by both of the parties, and the Agreement and its individual provisions shall not be construed or interpreted more favorably for one party on the basis that the other party prepared it.

XXVII. DIRECTOR

As used in this Agreement, "DIRECTOR" shall mean the Director of the Department of Child, Family and Adult Services, or his/her designee.

XXVIII. DISPUTES

In the event of any dispute arising out of or relating to this Agreement, the parties shall attempt, in good faith, to promptly resolve the dispute mutually between themselves. Pending resolution of any such dispute, CONTRACTOR shall continue without delay to carry out all its responsibilities under this Agreement unless the Agreement is otherwise terminated in accordance with the Termination provisions herein. COUNTY shall not be required to make payments for any services that are the subject of this dispute resolution process until such dispute has been mutually resolved by the parties. If the dispute cannot be resolved within 15 calendar days of initiating such negotiations or such other time period as may be mutually agreed to by the parties in writing, either party may pursue its available legal and equitable remedies, pursuant to the laws of the State of California. Nothing in this Agreement or provision shall constitute a waiver of any of the government claim filing requirements set forth in Title 1, Division 3.6, of the California Government Code or as otherwise set forth in local, state and federal law.

XXIX. TERMINATION

- A. Either party may terminate this Agreement without cause upon thirty (30) days' written notice to the other party. Notice shall be deemed served on the date of mailing. If notice of termination for cause is given by COUNTY to CONTRACTOR and it is later determined that CONTRACTOR was not in default or the default was excusable, then the notice of termination shall be deemed to have been given without cause pursuant to this paragraph (A).
- B. COUNTY may terminate this Agreement for cause immediately upon giving written notice to CONTRACTOR should CONTRACTOR materially fail to perform any of the covenants contained in this Agreement in the time and/or manner specified. In the event of such termination, COUNTY may proceed with the work in any manner deemed proper by COUNTY. If notice of termination for cause is given by COUNTY to CONTRACTOR and it is later determined that CONTRACTOR was not in default or the default was excusable, then the notice of termination shall be deemed to have been given without cause pursuant to paragraph (A) above.
- C. COUNTY may terminate or amend this Agreement immediately upon giving written notice to CONTRACTOR, 1) if advised that funds are not available from external sources for this Agreement or any portion thereof, including if distribution of such funds to the COUNTY is suspended or delayed; 2) if funds for the services and/or programs provided pursuant to this Agreement are not appropriated by the State; 3) if funds in COUNTY's yearly proposed and/or final budget are not appropriated by COUNTY for this Agreement or any portion thereof; or 4) if funds that were previously appropriated for this Agreement are reduced, eliminated, and/or re-allocated by County as a result of mid-year budget reductions.
- D. If this Agreement is terminated under paragraph A or C above, CONTRACTOR shall only be paid for any services completed and provided prior to notice of termination. In the event of termination under paragraph A or C above, CONTRACTOR shall be paid an amount which bears the same ratio to the total compensation authorized by the Agreement as the services actually performed bear to the total services of CONTRACTOR covered by this Agreement, less payments of compensation previously made. In no event, however, shall COUNTY pay CONTRACTOR an amount which exceeds a pro rata portion of the Agreement total based on the portion of the Agreement term that has elapsed on the effective date of the termination.
- E. CONTRACTOR shall not incur any expenses under this Agreement after notice of termination and shall cancel any outstanding expense obligations to a third party that CONTRACTOR can legally cancel.

XXX. REPORTS

CONTRACTOR shall, without additional compensation therefore, make fiscal, program evaluation, progress, and such other reports as may be reasonably required by DIRECTOR concerning CONTRACTOR's activities as they affect the contract duties and purposes herein. COUNTY shall explain procedures for reporting the required information.

XXXI. AUDITS AND RECORDS

Upon COUNTY's request, COUNTY or its designee shall have the right at reasonable times and intervals to audit, at CONTRACTOR's premises, CONTRACTOR's financial and program records as COUNTY deems necessary to determine CONTRACTOR's compliance with legal and contractual requirements and the correctness of claims submitted by CONTRACTOR. CONTRACTOR shall maintain such records for a period of four (4) years following termination of the Agreement, and shall make them available for copying upon COUNTY's request at COUNTY's expense. COUNTY shall have the right to withhold any payment under this Agreement until CONTRACTOR has provided access to CONTRACTOR's financial and program records related to this Agreement.

XXXII. PRIOR AGREEMENTS



This Agreement constitutes the entire contract between COUNTY and CONTRACTOR regarding the subject matter of this Agreement. Any prior agreements, whether oral or written, between COUNTY and CONTRACTOR regarding the subject matter of this Agreement are hereby terminated effective immediately upon full execution of this Agreement.

XXXIII. SEVERABILITY

If any term or condition of this Agreement or the application thereof to any person(s) or circumstance is held invalid or unenforceable, such invalidity or unenforceability shall not affect other terms, conditions, or applications which can be given effect without the invalid term, condition, or application; to this end the terms and conditions of this Agreement are declared severable.

XXXIV. FORCE MAJEURE

Neither CONTRACTOR nor COUNTY shall be liable or responsible for delays or failures in performance resulting from events beyond the reasonable control of such party and without fault or negligence of such party. Such events shall include but not be limited to acts of God, strikes, lockouts, riots, acts of war, epidemics, acts of government, fire, power failures, nuclear accidents, earthquakes, unusually severe weather, acts of terrorism, or other disasters, whether or not similar to the foregoing, and acts or omissions or failure to cooperate of the other party or third parties (except as otherwise specifically provided herein).

XXXV. SURVIVAL OF TERMS

All services performed and deliverables provided pursuant to this Agreement are subject to all of the terms, conditions, price discounts and rates set forth herein, notwithstanding the expiration of the initial term of this Agreement or any extension thereof. Further, the terms, conditions, and warranties contained in this Agreement that by their sense and context are intended to survive the completion of the performance, cancellation, or termination of this Agreement shall so survive.

XXXVI. DUPLICATE COUNTERPARTS

This Agreement may be executed in duplicate counterparts. The Agreement shall be deemed executed when it has been signed by both parties.

Signatures scanned and transmitted electronically shall be deemed original signatures for purposes of this Agreement, with such scanned signatures having the same legal effect as original signatures. This Agreement may be executed through the use of an electronic signature and will be binding on each party as if it were physically executed.

XXXVII. AUTHORITY TO EXECUTE

Each person executing this Agreement represents and warrants that he or she is duly authorized and has legal authority to execute and deliver this Agreement for or on behalf of the parties to this Agreement. Each party represents and warrants to the other that the execution and delivery of the Agreement and the performance of such party's obligations hereunder have been duly authorized.

XXXVIII. DRUG FREE WORKPLACE

If the contract is funded in whole or in part with State funds the CONTRACTOR shall comply, and require that its Subcontractors comply, with Government Code Section 8355. By executing this contract Contractor certifies that it will provide a drug free workplace pursuant to Government Code Section 8355.



XXXIX. CLEAN AIR ACT AND WATER POLLUTION CONTROL ACT

CONTRACTOR shall comply with applicable standards of the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended. Subcontracts (Subgrants) of amounts in excess of \$150,000 must contain a provision that requires the non-Federal awardee to agree to comply with all applicable standards, orders or regulations issued pursuant to the two Acts cited in this section. Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

XL. LIMITED ENGLISH PROFICIENCY

To ensure equal access to quality care by diverse populations, CONTRACTOR shall adopt the federal Office of Minority Health Culturally and Linguistically Appropriate Service (CLAS) national standards, which can be found at <http://minorityhealth.hhs.gov/omh/browse.aspx?lvl=2&lvlid=53>.

XLI. CHARITABLE CHOICE 42 CFR PART 54

CONTRACTOR certifies that if it identified as a faith-based religious organization, and receives direct funding of substance abuse prevention and treatment services under the Substance Abuse Prevention and Treatment Block Grant (SAPT), the Projects for Assistance in Transition from Homelessness (PATH) formula grant program, Substance Abuse and Mental Health Services Administration (SAMSHA), or Temporary Assistance to Needy Families (TANF) discretionary grants that:

- 1. CONTRACTOR shall adhere to the requirements contained in Title 42, Code of Federal Regulations (CFR) Part 54;

XLII. ADDITIONAL PROVISIONS

The additional provisions contained in Exhibits A, B, C, D, E, F, and G attached hereto are part of this Agreement and are incorporated herein by reference.

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

**COUNTY OF SACRAMENTO, a political subdivision (CONTRACTOR NAME)
of the State of California**

By

By

Michelle Callejas, Director, Department of Child, Family and Adult Services. Approval delegated pursuant to Sacramento County Code Section 2.61.012 (h)

(CONTRACTOR NAME)

Date:

Date:



CONTRACT AND CONTRACTOR TAX STATUS
REVIEWED AND APPROVED BY COUNTY COUNSEL

By: _____ Date: _____



INSURANCE REQUIREMENTS FOR CONTRACTORS (AGENCIES)

Without limiting CONTRACTOR's indemnification, CONTRACTOR shall procure and maintain for the duration of the Agreement, insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the Agreement by CONTRACTOR, its agents, representatives, or employees. COUNTY shall retain the right at any time to review the coverage, form, and amount of the insurance required hereby. If in the opinion of the County Risk Manager, insurance provisions in these requirements do not provide adequate protection for COUNTY and for members of the public, COUNTY may require CONTRACTOR to obtain insurance sufficient in coverage, form, and amount to provide adequate protection. COUNTY's requirements shall be reasonable, but shall be imposed to assure protection from and against the kind and extent of risks that exist at the time a change in insurance is required.

I. VERIFICATION OF COVERAGE

CONTRACTOR shall furnish COUNTY with certificates evidencing coverage required below. Certificate(s) must clearly state the required types of insurance and the associated limits. **Copies of required endorsements must be attached to provided certificates.** The County Risk Manager may approve self-insurance programs in lieu of required policies of insurance if, in the opinion of the Risk Manager, the interests of COUNTY and the general public are adequately protected. All certificates, evidences of self-insurance, and additional insured endorsements are to be received and approved by County before performance commences. COUNTY reserves the right to require that CONTRACTOR provide complete copies of any policy of insurance or endorsements offered in compliance with these specifications.

II. MINIMUM SCOPE OF INSURANCE

Coverage shall be at least as broad as:

A. **General Liability:** Insurance Services Office's Commercial General Liability occurrence coverage form CG 0001. Including, but not limited to Premises/Operations, Products/Completed Operations, Contractual, and Personal & Advertising Injury, without additional exclusions or limitations, unless approved by the County Risk Manager.

B. **Automobile Liability:** Insurance Services Office's Commercial Automobile Liability coverage form CA-0001.

Commercial Automobile Liability: Auto coverage symbol "1" (any auto) for corporate/business-owned vehicles. If there are no owned or leased vehicles, symbols 8 and 9 for non-owned and hired autos shall apply.

Personal Automobile Liability: Personal Lines automobile insurance shall apply if vehicles are individually owned.

C. **Workers' Compensation:** Statutory requirements of the State of California and Employer's Liability Insurance.

D. **Professional Liability** *or* Errors and Omissions Liability insurance appropriate to CONTRACTOR's profession.

E. **Umbrella** *or* Excess Liability policies are acceptable where the need for higher liability limits is noted in the Minimum Limits of Insurance and shall provide liability coverages that at least follow form over the underlying insurance requirements where necessary for Commercial General Liability, Commercial Automobile Liability,



Employers' Liability, and any other liability coverage (other than Professional Liability) designated under the Minimum Scope of Insurance.

- F. **Cyber Liability Including Identity Theft, Information Security and Privacy Injury.** Coverage shall include, but is not limited to: **1.** Third party injury or damage (including loss or corruption of data) arising from a negligent act, error or omission or a data breach **2.** Defense, indemnity and legal costs associated with regulatory breach (including HIPAA), negligence or breach of contract. **3.** Administrative expenses for forensic expenses and legal services **4.** Crisis Management expenses for printing, advertising, mailing of materials and travel costs of crisis management firm, including notification expenses. **5.** Identity event service expenses for identity theft education, assistance, credit file monitoring, to mitigate effects of personal identity event, post event services.

III. MINIMUM LIMITS OF INSURANCE

CONTRACTOR shall maintain limits no less than:

- A. General Liability shall be on an Occurrence basis (as opposed to Claims Made basis). Minimum limits and structure shall be:

General Aggregate:	\$2,000,000
Products Comp/Op Aggregate:	\$1,000,000
Personal & Adv. Injury:	\$1,000,000
Each Occurrence:	\$1,000,000
Fire Damage:	\$ 100,000

- B. Automobile Liability:
 - 1. Commercial Automobile Liability for Corporate/business-owned vehicles including non-owned and hired, \$1,000,000 Combined Single Limit.
 - 2. Personal Lines Automobile Liability for Individually owned vehicles, \$250,000 per person, \$500,000 each accident, \$100,000 property damage.
- C. Workers' Compensation: Statutory.
- D. Employer's Liability: \$1,000,000 per accident for bodily injury or disease.
- E. Professional Liability or Errors and Omissions Liability: \$1,000,000 per claim and aggregate.
- F. Cyber Liability including Identity Theft, Information Security and Privacy Injury: \$1,000,000 per claim or incident and \$1,000,000 aggregate.

IV. DEDUCTIBLES AND SELF-INSURED RETENTION

Any deductibles or self-insured retention that apply to any insurance required by this Agreement must be declared and approved by COUNTY.

V. CLAIMS MADE PROFESSIONAL LIABILITY INSURANCE

If professional liability coverage is written on a Claims Made form:

- A. The "Retro Date" must be shown, and must be on or before the date of the Agreement or the beginning of Agreement performance by CONTRACTOR.



- B. Insurance must be maintained and evidence of insurance must be provided for at least one (1) year after completion of the Agreement.
- C. If coverage is canceled or non-renewed, and not replaced with another claims made policy form with a "Retro Date" prior to the contract effective date, CONTRACTOR must purchase "extended reporting" coverage for a minimum of one (1) year after completion of the Agreement.

VI. OTHER INSURANCE PROVISIONS

The insurance policies required in this Agreement are to contain, or be endorsed to contain, as applicable, the following provision:

A. All Policies:

- 1. Acceptability of Insurers: Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A-VII. The County Risk Manager may waive or alter this requirement, or accept self-insurance in lieu of any required policy of insurance if, in the opinion of the Risk Manager, the interests of COUNTY and the general public are adequately protected.
- 2. MAINTENANCE OF INSURANCE COVERAGE: The Contractor shall maintain all insurance coverages and limits in place at all times and provide the County with evidence of each policy's renewal ten (10) days in advance of its anniversary date.
- 3. CONTRACTOR is required by this Agreement to immediately notify COUNTY if they receive a communication from their insurance carrier or agent that any required insurance is to be canceled, non-renewed, reduced in scope or limits or otherwise materially changed. Contractor shall provide evidence that such cancelled or non-renewed or otherwise materially changed insurance has been replaced or its cancellation notice withdrawn without any interruption in coverage, scope or limits. Failure to maintain required insurance in force shall be considered a material breach of the Agreement.

VII. COMMERCIAL GENERAL LIABILITY AND/OR COMMERCIAL AUTOMOBILE LIABILITY

- A. Additional Insured Status: COUNTY, its officers, directors, officials, employees, and volunteers are to be endorsed as additional insureds as respects: liability arising out of activities performed by or on behalf of CONTRACTOR; products and completed operations of CONTRACTOR; premises owned, occupied or used by CONTRACTOR; or automobiles owned, leased, hired, or borrowed by CONTRACTOR. The coverage shall contain no endorsed limitations on the scope of protection afforded to COUNTY, its officers, directors, officials, employees, or volunteers.
- B. Primary Insurance: For any claims related to this Agreement, CONTRACTOR's insurance coverage shall be endorsed to be primary insurance as respects: COUNTY, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by COUNTY, its officers, directors, officials, employees, or volunteers shall be excess of CONTRACTOR's insurance and shall not contribute with it.
- C. Severability of Interest: CONTRACTOR's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.
- D. Subcontractors: CONTRACTOR shall be responsible for the acts and omissions of all its subcontractors and additional insured endorsements as provided by CONTRACTOR's subcontractor.

VIII. PROFESSIONAL LIABILITY



Professional Liability Provision: Any professional liability or errors and omissions policy required hereunder shall apply to any claims, losses, liabilities, or damages, demands and actions arising out of or resulting from professional services provided under this Agreement.

IX. WORKERS' COMPENSATION

Workers' Compensation Waiver of Subrogation: The workers' compensation policy required hereunder shall be endorsed to state that the workers' compensation carrier waives its right of subrogation against COUNTY, its officers, directors, officials, employees, agents, or volunteers, which might arise by reason of payment under such policy in connection with performance under this Agreement by CONTRACTOR. Should CONTRACTOR be self-insured for workers' compensation, CONTRACTOR hereby agrees to waive its right of subrogation against COUNTY, its officers, directors, officials, employees, agents, or volunteers.

X. NOTIFICATION OF CLAIM

If any claim for damages is filed with CONTRACTOR or if any lawsuit is instituted against CONTRACTOR, that arise out of or are in any way connected with CONTRACTOR's performance under this Agreement and that in any way, directly or indirectly, contingently or otherwise, affect or might reasonably affect COUNTY, CONTRACTOR shall give prompt and timely notice thereof to COUNTY. Notice shall be prompt and timely if given within thirty (30) days following the date of receipt of a claim or ten (10) days following the date of service of process of a lawsuit.



INSURANCE REQUIREMENTS FOR CONTRACTORS (INDIVIDUAL)

Without limiting CONTRACTOR's indemnification, CONTRACTOR shall procure and maintain for the duration of the Agreement, insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the Agreement by CONTRACTOR, its agents, representatives, or employees. COUNTY shall retain the right at any time to review the coverage, form, and amount of the insurance required hereby. If in the opinion of the County Risk Manager, insurance provisions in these requirements do not provide adequate protection for COUNTY and for members of the public, COUNTY may require CONTRACTOR to obtain insurance sufficient in coverage, form, and amount to provide adequate protection. COUNTY's requirements shall be reasonable, but shall be imposed to assure protection from and against the kind and extent of risks that exist at the time a change in insurance is required.

I. VERIFICATION OF COVERAGE

CONTRACTOR shall furnish COUNTY with certificates evidencing coverage required below. Certificate(s) must clearly state the required types of insurance and the associated limits. **Copies of required endorsements must be attached to provided certificates.** The County Risk Manager may approve self-insurance programs in lieu of required policies of insurance if, in the opinion of the Risk Manager, the interests of COUNTY and the general public are adequately protected. All certificates, evidences of self-insurance, and additional insured endorsements are to be received and approved by County before performance commences. COUNTY reserves the right to require that CONTRACTOR provide complete copies of any policy of insurance or endorsements offered in compliance with these specifications.

II. MINIMUM SCOPE OF INSURANCE

Coverage shall be at least as broad as:

A. **General Liability:** Insurance Services Office's Commercial General Liability occurrence coverage form CG 0001. Including, but not limited to Premises/Operations, Products/Completed Operations, Contractual, and Personal & Advertising Injury, without additional exclusions or limitations, unless approved by the County Risk Manager.

B. **Automobile Liability:** Insurance Services Office's Commercial Automobile Liability coverage form CA-0001.

Commercial Automobile Liability: Auto coverage symbol "1" (any auto) for corporate/business-owned vehicles. If there are no owned or leased vehicles, symbols 8 and 9 for non-owned and hired autos shall apply.

Personal Automobile Liability: Personal Lines automobile insurance shall apply if vehicles are individually owned.

C. **Workers' Compensation:** Statutory requirements of the State of California and Employer's Liability Insurance.

D. **Professional Liability** or Errors and Omissions Liability insurance appropriate to CONTRACTOR's profession.

E. **Umbrella** or Excess Liability policies are acceptable where the need for higher liability limits is noted in the Minimum Limits of Insurance and shall provide liability coverages that at least follow form over the underlying insurance requirements where necessary for Commercial General Liability, Commercial Automobile Liability, Employers' Liability, and any other liability coverage (other than Professional Liability) designated under the Minimum Scope of Insurance.

- F. **Cyber Liability Including Identity Theft, Information Security and Privacy Injury.** Coverage shall include, but is not limited to: **1.** Third party injury or damage (including loss or corruption of data) arising from a negligent act, error or omission or a data breach **2.** Defense, indemnity and legal costs associated with regulatory breach (including HIPAA), negligence or breach of contract. **3.** Administrative expenses for forensic expenses and legal services **4.** Crisis Management expenses for printing, advertising, mailing of materials and travel costs of crisis management firm, including notification expenses. **5.** Identity event service expenses for identity theft education, assistance, credit file monitoring, to mitigate effects of personal identity event, post event services.

III. MINIMUM LIMITS OF INSURANCE

CONTRACTOR shall maintain limits no less than:

- A. General Liability shall be on an Occurrence basis (as opposed to Claims Made basis). Minimum limits and structure shall be:

General Aggregate:	\$2,000,000
Products Comp/Op Aggregate:	\$1,000,000
Personal & Adv. Injury:	\$1,000,000
Each Occurrence:	\$1,000,000
Fire Damage:	\$ 100,000

- B. Automobile Liability:

1. Commercial Automobile Liability for Corporate/business-owned vehicles including non-owned and hired, \$1,000,000 Combined Single Limit.
2. Personal Lines Automobile Liability for Individually owned vehicles, \$100,000 per person, \$300,000 each accident, \$50,000 property damage.

- C. Workers' Compensation: Statutory. **Not applicable**

- D. Employer's Liability: \$1,000,000 per accident for bodily injury or disease. **Not applicable**

- E. Professional Liability or Errors and Omissions Liability: \$1,000,000 per claim and aggregate.

- F. Cyber Liability including Identity Theft, Information Security and Privacy Injury: \$1,000,000 per claim or incident and \$1,000,000 aggregate. **Not required**

IV. DEDUCTIBLES AND SELF-INSURED RETENTION

Any deductibles or self-insured retention that apply to any insurance required by this Agreement must be declared and approved by COUNTY.

V. CLAIMS MADE PROFESSIONAL LIABILITY INSURANCE

If professional liability coverage is written on a Claims Made form:

- A. The "Retro Date" must be shown, and must be on or before the date of the Agreement or the beginning of Agreement performance by CONTRACTOR.
- B. Insurance must be maintained and evidence of insurance must be provided for at least one (1) year after completion of the Agreement.



- C. If coverage is canceled or non-renewed, and not replaced with another claims made policy form with a "Retro Date" prior to the contract effective date, CONTRACTOR must purchase "extended reporting" coverage for a minimum of one (1) year after completion of the Agreement.

VI. OTHER INSURANCE PROVISIONS

The insurance policies required in this Agreement are to contain, or be endorsed to contain, as applicable, the following provision:

A. All Policies:

- 1. **Acceptability of Insurers:** Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A-VII. The County Risk Manager may waive or alter this requirement, or accept self-insurance in lieu of any required policy of insurance if, in the opinion of the Risk Manager, the interests of COUNTY and the general public are adequately protected.
- 2. **MAINTENANCE OF INSURANCE COVERAGE:** The Contractor shall maintain all insurance coverages and limits in place at all times and provide the County with evidence of each policy's renewal ten (10) days in advance of its anniversary date.
- 3. **CONTRACTOR** is required by this Agreement to immediately notify **COUNTY** if they receive a communication from their insurance carrier or agent that any required insurance is to be canceled, non-renewed, reduced in scope or limits or otherwise materially changed. Contractor shall provide evidence that such cancelled or non-renewed or otherwise materially changed insurance has been replaced or its cancellation notice withdrawn without any interruption in coverage, scope or limits. Failure to maintain required insurance in force shall be considered a material breach of the Agreement.

VII. COMMERCIAL GENERAL LIABILITY AND/OR COMMERCIAL AUTOMOBILE LIABILITY

- A. **Additional Insured Status:** COUNTY, its officers, directors, officials, employees, and volunteers are to be endorsed as additional insureds as respects: liability arising out of activities performed by or on behalf of CONTRACTOR; products and completed operations of CONTRACTOR; premises owned, occupied or used by CONTRACTOR; or automobiles owned, leased, hired, or borrowed by CONTRACTOR. The coverage shall contain no endorsed limitations on the scope of protection afforded to COUNTY, its officers, directors, officials, employees, or volunteers.
- B. **Primary Insurance:** For any claims related to this Agreement, CONTRACTOR's insurance coverage shall be endorsed to be primary insurance as respects: COUNTY, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by COUNTY, its officers, directors, officials, employees, or volunteers shall be excess of CONTRACTOR's insurance and shall not contribute with it.
- C. **Severability of Interest:** CONTRACTOR's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.
- D. **Subcontractors:** CONTRACTOR shall be responsible for the acts and omissions of all its subcontractors and additional insured endorsements as provided by CONTRACTOR's subcontractor.

VIII. PROFESSIONAL LIABILITY

Professional Liability Provision: Any professional liability or errors and omissions policy required hereunder shall apply to any claims, losses, liabilities, or damages, demands and actions arising out of or resulting from professional services provided under this Agreement.

IX. WORKERS' COMPENSATION

Workers' Compensation Waiver of Subrogation: The workers' compensation policy required hereunder shall be endorsed to state that the workers' compensation carrier waives its right of subrogation against COUNTY, its officers, directors, officials, employees, agents, or volunteers, which might arise by reason of payment under such policy in connection with performance under this Agreement by CONTRACTOR. Should CONTRACTOR be self-insured for workers' compensation, CONTRACTOR hereby agrees to waive its right of subrogation against COUNTY, its officers, directors, officials, employees, agents, or volunteers.

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CONTRACTOR'S LISTS OF AUTHORIZED THERAPISTS

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CERTIFICATION REGARDING DEBARMENT AND SUSPENSION

CONTRACTOR agrees to comply with 5 U.S.C. 1501-1508, 31 U.S.C. §1352 and 45 CFR Part 76.100 (Code of Federal Regulations), which provides that federal funds may not be used for any contracted services, if CONTRACTOR is debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency.

I (We) certify to the best of my (our) knowledge and belief, that CONTRACTOR named below and its principals:

1. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency;
2. Have not within a three (3)-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
3. Are not presently indicted or otherwise criminally or civilly charged by a governmental entity (federal, state, or local) with commission of any of the offenses enumerated in paragraph (2) of this certification; and
4. Have not within a three (3)-year period preceding this application/proposal/agreement had one or more public transactions (Federal, State, or local) terminated for cause or default.
5. Shall notify COUNTY within ten (10) days of receipt of notification that CONTRACTOR is subject to any proposed or pending debarment, suspension, indictments or termination of a public transaction.
6. Shall obtain a certification regarding debarment and suspension from all its subcontractors that will be funded through this Agreement.
7. Hereby agree to terminate immediately, any subcontractor's services that will be/are funded through this Agreement, upon discovery that the subcontractor is ineligible or voluntarily excluded from covered transactions by any federal department or agency.

(CONTRACTOR NAME)

BY: _____ DATE: _____

**Request for Statement of Qualifications and Applications for Licensed Therapists to
Provide Short-Term Counseling Services**

EXHIBIT E – APPLICATION SCREENING AND EVALUATION

Applicants are solely responsible for accuracy and completeness of this SOQ/RFA.

Applicants are encouraged to review the Minimum Qualifications (MQ) in its entirety, including (Exhibit A) “Submission Checklist/Tips” and (Exhibit B) “Application & Therapist Questionnaire. Adherence to all of the instructions in this Statement of Qualification/Request for Applications (SOQ/RFA) is required.

DCFAS reserves the right to require additional information if a question arises regarding applicant and/or a particular therapist’s ability to meet County Contracting requirements.

Application Screening

Name of Applicant:		
Reviewer:		Date:

**APPLICATION SCREENING – STEP 1
Criteria in Step 1 must be met to proceed to Evaluation Step 2.**

Criteria 1 – Eligibility to Submit Application (Section I. C.)	Meets Criteria	
	Yes	No
1. Proof of Insurance coverage at the minimums listed in Exhibit D – or – written evidence, in a form of a letter from an insurance broker or agent that the agency/individual will be able to have the required insurance in place before a contract is signed and services commence.		
2. Must be in compliance with any corrective action plans with Sacramento County as confirmed by County. (Only applicable if you hold a current active contract with Sacramento County.)		
3. Must be able to meet the following licensing requirements: <ul style="list-style-type: none"> • Active clinical license (Ph.D., LMFT, LCSW, or equivalent) • Licensed for a minimum of two (2) years. • Clinical license is in good standing and maintained with licensing body. 		

Criteria 2 – Statement of Qualifications (Section II. A)	Meets Criteria	
	Yes	No
1. Clearly demonstrates meeting the minimum qualifications as delineated in this SOQ/RFA		
2. The SOQ is no more than one page, 12pt. Times New Roman font, double spaced, with 1 inch margins		
3. The SOQ is on the applicant’s organization’s letterhead and includes the organization’s legal name and address		
4. SOQ is signed by the individual authorized to contractually commit the applicant’s organization and includes the individual’s typed name, title, address, phone/fax number, and email address		
5. Includes subject line: Request for Statement of Qualifications and Applications No. CPS/056		
6. Includes a statement that the organization is interested in providing Short-Term Counseling Services for Sacramento County, Department of Child, Family, and Adult Services, Child Protective Services Division		

Criteria 3 – Application and Therapist Questionnaire (Exhibit B)	Meets Criteria	
	Yes	No
1. Part 1 Applicant’s Information: All requests for information is complete and all items are addressed		
2. Part 2 Therapist Questionnaire All requests for information is complete and all items are addressed		
3. Resume(s) are attached for applicant and each therapist		
4. Proof of licensure for applicant and each therapist are attached <ul style="list-style-type: none"> • Licensed Clinical Social Worker (LCSW), or • Marriage and Family Therapist (MFT), or • Clinical Psychologist 		
5. Application is fully completed and signed		

EVALUATION - STEP 2

Responses to the following questions may result in a request for more information and/or disqualification.

Application Part 1 – Applicant’s Information	Meets Criteria	
	Yes	No
1. Has applicant ever failed or refused to complete a contract?		
2. Has the applicant ever had a contract with the Department of Child, Family and Adult Services (the former Department of Health and Human Services) terminated for cause?		
3. Does the applicant have a controlling interest in any other organization that may be a Conflict of Interest?		
4. Is the applicant owned or controlled by any other person or organization that may be a Conflict of Interest?		
5. Does the applicant have any financial interest in any other business?		
6. Does the applicant have any litigation involving the agency, or principal officers thereof, in connection with any contract?		
7. If applicant has ever been employed by Sacramento County, has the applicant been terminated for cause or released from probation?		

Application Part 2 – Therapist Questionnaire Includes a copy of individual and each therapist’s resume and clinical license(s).	Meets Criteria	
	Yes	No
1. Therapist has experience providing counseling for adults in <u>at least one</u> of the following areas: a. Physical abuse – perpetrator and/or non-offending parent b. Sexual abuse – perpetrator and/or non-offending parent c. Neglect/failure to protect		
2. Therapist has experience providing counseling for families in <u>at least one</u> of the following areas: a. Not accepting youth’s LGBTQ identify and working through acceptance b. Dealing with youth or family member transitioning c. Abuse or neglect related to a youth’s LGBTQ identify dealing with faith based issues and their impact on LGBTQ youth, identify and acceptance		
3. Therapist has trauma-focused therapy experience?		
4. Therapist has evidence-based therapy experience?		
5. Therapist has Dialectical Behavioral Therapy (DBT) experience?		
6. Therapist has Short-Term Model Therapy experience? (10-12 sessions)		
7. Therapist is proficient in a foreign language and/or is culturally competent?		
8. Is therapist currently an employee of Sacramento County?		
9. Has therapist ever been employed by Sacramento County?		
10. Has therapist ever been terminated for cause or released from probation from Sacramento County?		
11. Does therapist authorize the county to obtain reference information?		
12. Release of Information forms from all therapists are included in the application?		
13. Therapist identified three (3) community-based services that their clients have been referred to and thoroughly explained why they referred their clients to those identified community-based services.		
14. Has therapist ever been formally disciplined by their credentialing agency or successfully litigated against?		