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SAN BERNARDINO COUNTY

Contract Number
10313

SAP Number
4400013968

Children and Family Services

Department Contract Representative	Karol Hamman
Telephone Number	(909) 388-0215
Contractor	Brief Psychotherapy and Family Counseling, Inc.
Contractor Representative	Albert Boykin
Telephone Number	(877) 777-2437
Contract Term	July 1, 2020 through June 30, 2023
Original Contract Amount	$750,000 Aggregate
Amendment Amount	N/A
Total Contract Amount	$750,000 Aggregate
Cost Center	5011001000

IT IS HEREBY AGREED AS FOLLOWS:

WHEREAS, The County of San Bernardino, hereafter referred to as "County," desires to provide Clinical Licensure Supervision Program services to County employees who are seeking clinical licensure as a Clinical Social Workers, Marriage and Family Therapists, and Professional Clinical Counselors to earn minimum clinical experience hours outlined by the California Board of Behavioral Sciences; and

WHEREAS, County has been allocated funds by the State of California to provide such services; and

WHEREAS, County finds Brief Psychotherapy and Family Counseling, Inc., hereafter referred to as "Contractor," qualified to provide Clinical Licensure Supervision Program services; and

WHEREAS, County desires that such services be provided by Contractor and Contractor agrees to perform these services as set forth below;

NOW THEREFORE, County and Contractor mutually agree to the following terms and conditions:

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I. DEFINITIONS

A. Associate Clinical Social Worker (ACSW) – ACSW is the acronym used by the California Board of Behavioral Sciences (BBS) to denote the classification of post graduates who possess a masters or doctorate degree in social work from an accredited school and have registered with the BBS to complete the requirements for licensure as a Licensed Clinical Social Worker (LCSW).

B. Associate Marriage and Family Therapist (AMFT) – AMFTs are post-graduates who are registered with the BBS to complete the requirements for Marriage and Family Therapist licensure.

C. Associate Professional Clinical Counselor (APCC) – APCCs are post-graduates who are registered with the BBS to complete the requirements for Professional Clinical Counselor licensure.

D. California Board of Behavioral Sciences (BBS) – BBS is the board within the California Department of Consumer Affairs that is responsible for consumer protection through the regulation and licensure of Licensed and Associate Marriage and Family Therapists (LMFTs and AMFTs); Licensed and Associate Clinical Social Workers (LCSWs and ACSWs); and Licensed and Associate Professional Clinical Counselors (LPCCs and APCCs) in the State of California. The function of the BBS is to protect the well-being of consumers by setting standards for mental health professionals through effective regulation, education, examination, licensing, and enforcement.

E. Children and Family Services (CFS) – The County of San Bernardino department that administers programs designed to address child abuse and neglect issues. CFS provides family-centered programs and services that are designed to strengthen, preserve, and ensure children have access to safe and permanent family units. CFS provides support for families while working to reduce risk and harm to children, improving parenting skills, and developing strong social support networks for families.

F. Clinical Licensure Supervision – Clinical Licensure Supervision includes the process by which licensed clinical mental health professionals supervise ACSWs, AMFTs, and APCCs who are pursuing completion of State clinical licensure requirements. Supervisors ensure that the extent, kind, and quality of counseling performed is consistent with the education, training, and experience of the person being supervised; discuss client/patient scenarios, monitor and evaluate assessment, diagnosis, and treatment decisions of the supervisee; monitor and evaluate the ability of the supervisee to provide services at the site(s) where he or she will be practicing and to the particular clientele being served; and ensure compliance with laws and regulations governing the clinical practice. Case decisions remain the responsibility of the worker and his/her unit supervisor. Consultation or peer discussion is not considered supervision. These practitioners possess a current and valid license to practice as a LCSW or LMFT in the State of California and meet the minimum requirements set forth by BBS and the County to supervise Associates. Direct clinical supervisors must provide direct face-to-face contact with the supervised Associate and sign the attendance record(s) and BBS forms.

G. Clinical Licensure Supervision Program (CLSP) – The CFS program enrolls CFS social workers in clinical licensure supervision services for a total of 104 weeks. CFS staff must complete an application process, may be placed on a waitlist, and must meet all departmental requirements linked to program participation.

H. Clinical Licensure Supervision Program (CLSP) Coordinator – The County point of contact to whom supervisor and supervisee may direct all questions and updates. The program coordinator oversees the application, waitlist, and enrollment process, and tracks attendance and deliverables.

I. County – County as used throughout this document including its possessive form, County's, refers to the County of San Bernardino.

J. Fee-for-Service – An agreement to pay a specified fee for the delivery of specific provided performed services.

K. Group Licensure Supervision Session – Consists of a minimum of two (2) and a maximum of eight (8) supervisees referred by the County at a time, receiving CLSP Services from a Clinical Licensure Supervisor. Group licensure supervision sessions for billing purposes do not include supervisees who were not referred by the County. Group licensure sessions are two (2) hours (120 minutes) in length. Each supervisee is authorized to attend only one (1) group supervision session per month.

L. Human Services (HS) – The County of San Bernardino Human Services, a system of integrated services, where the programs and resources of nine (9) County departments come together to provide a rich, more complete array of services to the citizens of San Bernardino County under one (1) coordinated effort.

M. Individual Licensure Supervision Session – One-on-one, direct, face-to-face contact between the Clinical Licensure Supervisor and the supervisee. Individual supervision sessions are one (1) hour (60 minutes) in length. Each supervisee is authorized to attend only one (1) individual session per week, Sunday to Saturday.

N. Licensed Clinical Social Worker (LCSW) – As outlined in the Business and Professions (B&P) Code Section 4996.9, LCSWs provide services in which a special knowledge of social resources, human capabilities, and the part that unconscious motivation plays in determining behavior, is directed at helping people to achieve more adequate, satisfying, and productive social adjustments. The application of social work principles and methods includes, but is not restricted to, counseling and using applied psychotherapy of a nonmedical nature with individuals, families, or groups; providing information and referral services; providing or arranging for the provision of social services; explaining or interpreting the psychosocial aspects in the situations of individuals, families, or groups; helping communities to organize, to provide, or improve social or health services; or doing research related to social work.

O. Licensed Marriage and Family Therapist (LMFT) – As outlined in the provisions of B&P Code Section 4980.02, LMFTs are licensed practitioners of services performed with individuals, couples, or groups wherein interpersonal relationships are examined for the purpose of achieving more adequate, satisfying, and productive marriage and family adjustments. This practice includes relationship and pre-marital counseling. The application of marriage and family therapy principles and methods includes, but is not limited to, the use of applied psychotherapeutic techniques to enable individuals to mature and grow within marriage and the family and the provision of explanations and interpretations of the psychosexual and psychosocial aspects of relationships.

P. Licensed Professional Clinical Counselor (LPCC) – As outlined in the provisions of B&P Code Section 4999.20, LPCCs are licensed practitioners of counseling interventions and psychotherapeutic techniques to identify and remediate cognitive, mental, and emotional issues, including personal growth, adjustment to disability, crisis intervention, and psychosocial and environmental problems. This practice includes conducting assessments for the purpose of establishing counseling goals and objectives to empower individuals to deal adequately with life situations, reduce stress, experience growth, change behavior, and make well-informed, rational decisions and is focused exclusively on the application of counseling interventions and psychotherapeutic techniques for the purposes of improving mental health, and is not intended to capture other, nonclinical forms of counseling for the purposes of licensure. Professional clinical counseling does not include the assessment or treatment of couples or families unless the professional clinical counselor has completed all of the following training and education:

a. At least one (1) of the following: six (6) semester units or nine (9) quarter units specifically focused on the theory and application of marriage and family therapy, or a named specialization or emphasis area on the qualifying degree in marriage and family therapy / marital and family therapy / marriage, family, and child counseling / or couple and family therapy;

b. No less than 500 hours of documented supervised experience working directly with couples, families, or children; and

c. A minimum of six (6) hours of continuing education specific to marriage and family therapy, completed in each license renewal cycle.

Q. Psychotherapy – The use of psychosocial methods within a professional relationship, to assist the person or persons achieve a better psychosocial adaptation, to acquire greater human realization of psychosocial potential and adaptation, to modify internal and external conditions which affect individuals, groups, or communities in respect to behavior, emotions, and thinking, in respect to their intrapersonal and interpersonal processes.

R. Supervisee – Used in broad context within this Contract to refer to County employees who have registered with the BBS as an ACSW, AMFT, or APCC and are participating in the CLSP to complete BBS clinical licensure requirements.

S. Supervisory Plan – As outlined in B&P Code Section 4996.23 (d), the Supervision Plan is the plan developed by the clinical licensure supervisor and supervisee that describes the goals and objectives of supervision. The goals shall include the ongoing assessment of strengths and limitations and the assurance of practice in accordance with the laws and regulations. The original supervisory plan is to be submitted to the BBS upon application for licensure.

T. Videoconferencing – Interactive telecommunication technologies that enable simultaneous two-way video and audio communication between two (2) or more individuals. Use of videoconferencing in supervision must be pre-approved by the County.

II. CONTRACTOR CLSP SERVICE RESPONSIBILITIES

Contractor shall:

A. Provide CLSP Services that ensure County referred supervisees receive the State mandated clinical supervision experience hours to comply with BBS mandated requirements:

1. AMFTs and APCCs must complete:

a. 3,000 hours of supervised professional experience, including 104 supervised hours with an LCSW or LMFT; supervision of the 3,000 experience hours may proportionately share.

2. ACSWs must complete supervision hours in one (1) of the following manners:

a. Complete 3,000 hours of the required postgraduate supervision with an LCSW.

b. Complete 1,700 hours of the required 3,000 hours of postgraduate supervision experience hours with an LCSW. The remaining 1,300 hours may be completed with another licensed mental health professional.

B. Ensure supervisees comply with all laws, rules, and regulations that govern LCSW, LMFT, or LPCC licensure. Consultation is not considered clinical licensure supervision.

C. Ensure supervisee maintains updated and valid registration with the BBS while completing CLSP experience. Both the supervisor and supervisee are responsible for notifying the CLSP Coordinator within three (3) business days of registration expiration.

D. Ensure the ratio of clinical licensure supervision to the supervisee does not exceed the ratio outlined in current BBS regulations as well as CLSP rules.

E. Ensure the extent, kind, and quality of counseling and/or social work services performed by the supervisees is consistent with the training, education, and experience required by the BBS. Duties include, but are not limited to, discussing client/patient scenarios; monitoring and evaluating supervisees' assessments, diagnoses, and treatment decisions; and monitoring and evaluating supervisees' ability to provide clinical social work services. Case decisions remain the responsibility of the CFS Social Worker and CFS Supervisor.

F. Provide CLSP Services to County referred supervisees during regular County business hours (Monday through Friday, 7:30 a.m. to 5:00 p.m.) as necessary to accommodate the supervisees.

Supervision may occur outside of regular business hours if agreed upon mutually by the supervisor and supervisee.

G. Provide CLSP Services at Contractor's regular place of business in adequate and appropriate space.

H. Maintain sole and exclusive responsibility for furnishing all labor and expenses necessary to perform CLSP Services and case review duties in a complete and professional manner at no additional cost. Contractor will be paid only for the actual hours of individual and group licensure supervision.

I. Maintain a process that ensures all supervisees are trained with the most current and up-to-date programmatic and operational procedures required of the practice in which they work and in the current, most up-to-date professional and academic requirements of the LCSW, LMFT, and LPCC.

J. Track, document, maintain, and report a completion record of required supervisee (individual/group) licensure supervision hours in a format that is acceptable to the County. The record must include supervisee secured signatures on required forms to document (group or individual) licensure supervision session attendance.

K. Document supervisee performance and hours of completion by keeping a hardcopy file of acquired experience in a monthly summary progress report to provide to the County. The monthly summary report shall be maintained and made available for County and BBS review to ensure fulfillment of BBS requirements.

L. Maintain a separate case file for each supervisee that includes the following minimum items:

1. A completed, signed, and dated referral;
2. A signed acknowledgement of the CLSP Complaint and Grievance Procedure;
3. A CFS Verification Letter with all signatures;
4. Up-to-date and valid supervisee registration;
5. A current and complete, maintained, and signed BBS Supervisory Plan, Responsibility Statement, and Experience Verification Form; and
6. A complete, maintained log of supervision hours with the appropriate categories of BBS training requirements.

M. Immediately notify the County should complaints against the Clinical Licensure Supervisor occur.

N. Immediately notify the County should the Clinical Licensure Supervisor license lapse or otherwise change status.

O. Immediately notify the County if the supervisor will be absent for any length of time that would impact supervision scheduling.

P. Immediately notify the County when a referred CLSP supervisee has a conflict of interest per B&P Code Section 4996.18 and/or 4980.04.

Q. Refrain from referring and/or discussing mutual clients with the supervisee during the supervision experience. Any mutual clients shared by the supervisor and supervisee must be reported to the CLSP Coordinator immediately and prior to discussing any case information.

R. Be reimbursed at the agreed upon fee-for-services rates outlined in the Fee Schedule (Section V, Paragraph A).

S. Have the ability to maintain adequate files and records and meet statistical reporting requirements.

T. Have the administrative and fiscal capacity to provide and manage the proposed services and to ensure an adequate audit trail.

U. Have a minimum of three (3) years of clinical experience as an LCSW, LMFT, Clinical Psychologist, or Psychiatry-certified Physician, and extensive demonstrated knowledge and expertise working with child and family issues.

V. Have a minimum of two (2) years of experience performing clinical licensure supervision of ACSWs or AMFTs in the last five (5) years prior to commencement of supervision.

W. Maintain a professional relationship with open communication with the County, social workers, and CLSP staff.

X. Recommend for withdrawal and discontinuation from the program supervisees who fail to maintain license with the BBS or meet achievement and progress standards; behave poorly or otherwise unprofessionally; fail or refuse to comply with the laws regulations that govern BBS and clinical licensure requirements; or for other good cause.

Y. Refrain from all acts that may be construed as a conflict of interest as outlined in Section III, Paragraph W. Acts that must be avoided include, but are not limited to, the supervisor providing services to clients that are on the supervisee's caseload, or the solicitation and/or acceptance of client referrals for any contract held between the contractor and the County.

Z. Encourage the supervisee to apply for BBS Clinical Licensure testing within thirty (30) calendar days of completion of the CLSP Services requirements.

AA. Upon request from the County, suspend supervisees who are not cooperating, including, but not limited to, not maintaining a valid ACSW, AMFT, or APCC registration with the BBS. Suspended supervisees may resume supervision experience only when notified by the County.

BB. Be a current practicing professional clinician/therapist with a valid, professional license to perform said services within the State of California.

CC. Have no record of being disciplined or suspended by the BBS, California Board of Psychology (BOP), or Medical Board of California (MBC).

III. CONTRACTOR GENERAL RESPONSIBILITIES

A. In the performance of this Contract, Contractor, its agents and employees, shall act in an independent capacity and not as officers, employees, or agents of the County of San Bernardino. Contractor agrees to comply with the applicable federal suspension and debarment regulations, including, but not limited to 7 Code of Federal Regulations (CFR) Part 3017, 45 CFR 76, 40 CFR 32, or 34 CFR 85. By signing this Contract, Contractor certifies that:

1. Neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency;

2. Have not within a three-year period preceding this Contract been convicted of or had a judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public transaction or contract under a public transaction; or a violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification, or destruction or records, making false statements, or receiving stolen property;

3. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in Paragraph (A)(2) herein; and

4. Have not within a three-year period preceding this Contract had one (1) or more public transactions (Federal, State or local) terminated for cause or default.

B. Contractor shall not be identified as suspended or debarred on the federal System for Award Management's (SAM) excluded list (https://www.sam.gov). If at any time during the term of this Contract, the County determines Contractor is identified as either suspended or debarred on the SAM, Contractor shall be considered in material breach of this Contract, and the County may

proceed under the Correction of Performance Deficiencies at Section VII of this Contract, including immediate termination of this Contract. If Contractor becomes aware, at any point during the term of this Contract, that it is identified as suspended or debarred on the SAM excluded list, Contractor must immediately inform County. Such inclusion will be considered a material breach of the Contract and be sufficient grounds for immediate termination.

C. Without the prior written consent of the Assistant Executive Officer for Human Services, this Contract is not assignable by Contractor either in whole or in part.

D. This is not an exclusive Contract. The County reserves the right to enter into a contract with other Contractors for the same or similar services. The County does not guarantee or represent that the Contractor will be permitted to perform any minimum amount of work, or receive compensation, under the terms of this Contract.

E. Contractor agrees to provide or has already provided information on former County of San Bernardino administrative officials (as defined below) who are employed by or represent Contractor. The information provided includes a list of former County administrative officials who terminated County employment within the last five (5) years and who are now officers, principals, partners, associates or members of the business. The information also includes the employment with or representation of Contractor. For purposes of this provision, "County Administrative Official" is defined as a member of the Board of Supervisors or such member's staff, Chief Executive Officer of the County or member of such officer's staff, County department or group head, assistant department or group head, or any employee in the Exempt Group, Management Unit or Safety Management Unit.

F. If during the course of the administration of this Contract, the County determines that the Contractor has made a material misstatement or misrepresentation or that materially inaccurate information has been provided to the County, this Contract may be immediately terminated. If this Contract is terminated according to this provision, the County is entitled to pursue any available legal remedies.

G. Failure by a party to insist upon the strict performance of any of the provisions of this Contract by the other party, or the failure by a party to exercise its rights upon the default of the other party, shall not constitute a waiver of such party's right to insist and demand strict compliance by the other party with the terms of this Contract thereafter.

H. Contractor agrees not to enter into any subcontracts for work contemplated under this Contract without first obtaining written approval from the Director of CFS through the HS Contracts Unit. The County may withhold such consent in its sole discretion.

At County's request, Contractor shall provide information regarding the subcontractor's qualifications and a listing of a subcontractor's key personnel including, if requested by the County, resumes of proposed subcontractor personnel. Contractor shall remain directly responsible to County for its subcontractors and shall indemnify County for the actions or omissions of its subcontractors under the terms and conditions specified in Paragraph Y of this Section III. All approved subcontractors shall be subject to the provision of this Contract applicable to Contractor Personnel, including removal pursuant to Paragraphs T and U of this Section III.

For any subcontractor, Contractor shall:

1. Be responsible for subcontractor compliance with the Contract and the subcontract terms and conditions;

2. Ensure that the subcontractor follows County's reporting formats and procedures as specified by County; and

3. Include in the subcontractor's subcontract substantially similar terms as are provided in this Contract.

I. Contractor shall maintain all records and books pertaining to the delivery of services under this Contract and demonstrate accountability for contract performance. Said records shall be kept

and maintained within the County of San Bernardino. County shall have the right upon reasonable notice and at reasonable hours of business to examine and inspect such records and books.

All records relating to the Contractor's personnel, contractors, subcontractors, service/scope of work and expenses pertaining to this Contract shall be kept in generally acceptable accounting format. Records should include, but are not limited to, monthly summary sheets, sign-in sheets, and other primary source documents. Fiscal records shall be kept in accordance with Generally Accepted Accounting Principles and must account for all funds, tangible assets, revenue and expenditures. Fiscal records must also comply with the appropriate Code of Federal Regulations (CFR) that state the administrative requirements, cost principles and other standards for accountancy. Please refer to http://www.ecfr.gov/cgi-bin/text-idx?tpl=/ecfrbrowse/Title02/2cfr200_main_02.tpl for further information.

All records shall be complete and current and comply with all contract requirements. Failure to maintain acceptable records per the preceding requirements shall be considered grounds for withholding of payments for billings submitted and for termination of the Contract.

J. Contractor shall notify County in writing of any change in mailing address and/or physical location within ten (10) days of the change, and shall immediately notify County of changes in telephone or fax numbers.

K. Contractor shall notify County of any continuing vacancies and any positions that become vacant during the term of this Contract that will result in reduction of services to be provided under this Contract. Upon notice of vacancies, the Contractor shall apprise County of the steps being taken to provide the services and to fill the position as expeditiously as possible. Vacancies and associated problems shall be reported to County on each periodically required report for the duration of said vacancies and/or problems.

L. Contractor shall designate an individual to serve as the primary point of contact for the Contract. Contractor shall notify the County when the primary contact will be unavailable/out of the office for one (1) or more workdays. Contractor or designee must respond to County inquiries within two (2) County business days. Contractor shall not change the primary contact without written notice to the County. Contractor will also designate a back-up point of contact in the event the primary contact is not available.

M. Contractor shall repair, or cause to be repaired, at its own cost, all damage to County property, vehicles, facilities, buildings or grounds caused by the willful or negligent acts of Contractor or employees or agents of the Contractor. Contractor shall also be responsible for damage caused by his/her staff to personal property of County employees. Such repairs shall be made immediately after Contractor becomes aware of such damage, but in no event later than thirty (30) days after the occurrence.

If the Contractor fails to make timely repairs, the County may make any necessary repairs. For such repairs, the Contractor shall repay all costs incurred by the County, by cash payment upon demand or County may deduct such costs from any amounts due to the Contractor from the County, as determined at County's sole discretion.

N. Contractor shall provide a system, approved by the County, through which recipients of service shall have the opportunity to express and have considered their views and complaints regarding the delivery of services. The procedure must be in writing and posted in clear view of all recipients.

O. Contractor will ensure that staff are knowledgeable on the Clinical Licensure Supervision Program Complaint and Grievance Procedure (Attachment A) and ensure that any complaints by recipients are referred to the County in accordance with the procedure.

P. Contractor shall ensure that all staff, volunteers and/or subcontractors performing services under this Contract comply with the items below prior to providing any services. Additional information concerning these requirements is specified at http://hss.sbcounty.gov/Privacy. The information contained thereat is hereby incorporated by this reference.

1. Read, understand and comply with the Privacy and Security Requirements Summary.
2. Ensure employees, sub-contractors, agents, volunteers and interns who have access to PII complete the Privacy and Security Training and execute the training acknowledgement form and other training materials annually.
3. Ensure employees, sub-contractors, agents, volunteers and interns who have access to PII sign the Confidentiality Statement annually.
4. Report actual, suspected or potential breaches of PII immediately to the Human Services Privacy and Security Office via e-mail at: HSPrivacySecurityOfficer@hss.sbcounty.gov.

Q. Contractor shall protect from unauthorized use or disclosure names and other identifying information concerning persons receiving services pursuant to this Contract, except for statistical information not identifying any participant. The Contractor shall not use or disclose any identifying information for any other purpose other than carrying out the Contractor's obligations under this Contract, except as may be otherwise required by law. This provision will remain in force even after the termination of the Contract.

R. Contractor shall hold as confidential and use reasonable care to prevent unauthorized access by, storage, disclosure, publication, dissemination to and/or use by third parties of, confidential information that is either: (1) provided by the County to Contractor or an agent of Contractor or otherwise made available to Contractor or Contractor's agent in connection with this Contract; or, (2) acquired, obtained, or learned by Contractor or an agent of Contractor in the performance of this Contract. For purposes of this provision, confidential information means any data, files, software, information or materials in oral, electronic, tangible or intangible form and however stored, compiled or memorialized and includes, but is not limited to: technology infrastructure, architecture, financial data, trade secrets, equipment specifications, user lists, passwords, research data, and technology data.

S. Contractor shall ensure that all known or suspected instances of child abuse or neglect are reported to the appropriate law enforcement agency or to the appropriate Child Protective Services agency. This responsibility shall include:

1. Assurance that all employees, agents, consultants or volunteers who perform services under this Contract and are mandated by Penal Code Sections 11164 et seq. to report child abuse or neglect, sign a statement, upon the commencement of their employment, acknowledging their reporting requirements and their compliance with them.
2. Development and implementation of procedures for employees, agents, consultants, or volunteers who are not subject to the mandatory reporting laws for child abuse to report any observed or suspected incidents of child abuse to a mandated reporting party, within the program, who will ensure that the incident is reported to the appropriate agency.
3. Provision for arrangement of training in child abuse reporting laws (Penal Code section 11164 et seq.) for all employees, agents, consultants, and volunteers, or verification that such persons have received training in the law within thirty (30) days of employment/volunteer activity.

T. Contractor shall obtain from the Department of Justice (DOJ) records of all convictions involving any sex crimes, drug crimes, or crimes of violence of a person who is offered employment or volunteers for all positions in which he or she would have contact with a minor, the aged, the blind, the disabled or a domestic violence client, as provided for in Penal Code section 11105.3 prior to providing any services. This includes licensed personnel who are not able to provide documentation of prior DOJ clearance. A copy of a license from the State of California, which requires a DOJ clearance, is sufficient proof. The County must be immediately notified of any records showing a conviction. The County may instruct Contractor to take action to deny/terminate employment or terminate internship and/or volunteer services where the records show the person is unsuitable for employment, internship, or volunteer services.

In addition to the documentation of DOJ clearance, Contractor shall obtain clearance from the Federal Bureau of Investigation (FBI) and Child Abuse Central Index (CACI), and records of all convictions involving any sex crimes, drug crimes, or crimes of violence of a person who is offered employment or volunteers for all positions in which he or she would have contact with a minor, the aged, the blind, the disabled or a domestic violence client, prior to providing any services. The County must be immediately notified of any records showing a conviction. The County may instruct Contractor to take action to deny/terminate employment or terminate internship and/or volunteer services where the records show the person is unsuitable for employment, internship, or volunteer services.

U. Contractor shall notify the County of any staff member, paid intern or volunteer who is knowingly or negligently employed who has been convicted of any crime of violence or of any sexual crime. Contractor shall investigate all incidents where an applicant, employee, intern or volunteer has been arrested and/or convicted for any crime listed in Penal Code Section 11105.3 and shall notify the County. In the County's discretion, the County may instruct Contractor to take action to either deny/terminate employment or terminate internship and/or volunteer services where the investigation shows that the underlying conduct renders the person unsuitable for employment, internship, or volunteer services.

Contractor shall immediately notify the County concerning the arrest and/or conviction, for other than minor traffic offenses, of any paid employee, agent, consultant, intern, or volunteer staff, when such information becomes known to Contractor.

V. In recognition of individual rights to work in a safe, healthful and productive workplace, as a material condition of this Contract, Contractor agrees that the Contractor and the Contractor's employees, while performing service for the County, on County property, or while using County equipment:

1. Shall not be in any way impaired because of being under the influence of alcohol or an illegal or controlled substance.
2. Shall not possess an open container of alcohol or consume alcohol or possess or be under the influence of an illegal or controlled substance.
3. Shall not sell, offer, or provide alcohol or an illegal or controlled substance to another person, except where Contractor or Contractor's employee who, as part of the performance of normal job duties and responsibilities, prescribes or administers medically prescribed drugs.

Contractor shall inform all employees that are performing service for the County on County property, or using County equipment, of the County's objective of a safe, healthful and productive work place and the prohibition of drug or alcohol use or impairment from same while performing such service for the County.

The County may terminate for default or breach of this Contract and any other contract the Contractor has with the County, if the Contractor or Contractor's employees are determined by the County not to be in compliance with above.

W. Contractor shall make every reasonable effort to prevent employees, consultants or members of its governing bodies from using their positions for purposes that are or give the appearance of being motivated by a desire for private gain for themselves or others, such as those with whom they have family, business, or other ties. In the event County determines a conflict of interest exists, any increase in costs associated with the conflict of interest may be disallowed by County and such conflict may constitute grounds for termination of the Contract. This provision shall not be construed to prohibit employment of persons with whom Contractor's officers, agents, or employees have family, business or other ties so long as the employment of such persons does not result in increased costs over those associated with the employment of any other equally qualified applicants and such persons have successfully competed for employment with other applicants on a merit basis.

X. Contractor shall adhere to the County's Travel Management Policy (08-02 and 08-02SP1) when travel is pursuant to this Contract and for which reimbursement is sought from the County. In addition, Contractor is encouraged to utilize local transportation services, including but not limited to, the Ontario International Airport.

Y. Contractor agrees to and shall comply with the following indemnification and insurance requirements:

1. Indemnification – The Contractor agrees to indemnify, defend (with counsel reasonably approved by County) and hold harmless the County and its authorized officers, employees, agents and volunteers from any and all claims, actions, losses, damages, and/or liability arising out of this contract from any cause whatsoever, including the acts, errors or omissions of any person and for any costs or expenses incurred by the County on account of any claim except where such indemnification is prohibited by law. This indemnification provision shall apply regardless of the existence or degree of fault of indemnitees. The Contractor's indemnification obligation applies to the County's "active" as well as "passive" negligence but does not apply to the County's "sole negligence" or "willful misconduct" within the meaning of Civil Code Section 2782.

2. Additional Insured – All policies, except for the Workers' Compensation, Errors and Omissions and Professional Liability policies, shall contain endorsements naming the County and its officers, employees, agents and volunteers as additional insureds with respect to liabilities arising out of the performance of services hereunder. The additional insured endorsements shall not limit the scope of coverage for the County to vicarious liability but shall allow coverage for the County to the full extent provided by the policy. Such additional insured coverage shall be at least as broad as Additional Insured (Form B) endorsement form ISO, CG 2010.1185.

3. Waiver of Subrogation Rights – The Contractor shall require the carriers of required coverages to waive all rights of subrogation against the County, its officers, employees, agents, volunteers, contractors and subcontractors. All general or auto liability insurance coverage provided shall not prohibit the Contractor and Contractor's employees or agents from waiving the right of subrogation prior to a loss or claim. The Contractor hereby waives all rights of subrogation against the County.

4. Primary and Non-Contributory – All policies required herein are to be primary and non-contributory with any insurance or self-insurance programs carried or administered by the County.

5. Severability of Interests – The Contractor agrees to ensure that coverage provided to meet these requirements is applicable separately to each insured and there will be no cross liability exclusions that preclude coverage for suits between the Contractor and the County or between the County and any other insured or additional insured under the policy.

6. Proof of Coverage – The Contractor shall furnish Certificates of Insurance to the County Department administering the Contract evidencing the insurance coverage, including endorsements, as required, prior to the commencement of performance of services hereunder, which certificates shall provide that such insurance shall not be terminated or expire without thirty (30) days written notice to the Department, and Contractor shall maintain such insurance from the time Contractor commences performance of services hereunder until the completion of such services. Within fifteen (15) days of the commencement of this Contract, the Contractor shall furnish a copy of the Declaration page for all applicable policies and will provide complete certified copies of the policies and endorsements immediately upon request.

7. Acceptability of Insurance Carrier – Unless otherwise approved by Risk Management, insurance shall be written by insurers authorized to do business in the State of California and with a minimum "Best" Insurance Guide rating of "A-VII".

8. Deductibles and Self-Insured Retention – Any and all deductibles or self-insured retentions in excess of $10,000 shall be declared to Risk Management.

9. Failure to Procure Coverage – In the event that any policy of insurance required under this Contract does not comply with the requirements, is not procured, or is canceled and not replaced, the County has the right but not the obligation or duty to cancel the Contract or obtain insurance if it deems necessary and any premiums paid by the County will be promptly reimbursed by the Contractor or County payments to the Contractor will be reduced to pay for County purchased insurance.

10. Insurance Review – Insurance requirements are subject to periodic review by the County. The Director of Risk Management or designee is authorized, but not required, to reduce, waive or suspend any insurance requirements whenever Risk Management determines that any of the required insurance is not available, is unreasonably priced, or is not needed to protect the interests of the County. In addition, if the Department of Risk Management determines that heretofore unreasonably priced or unavailable types of insurance coverage or coverage limits become reasonably priced or available, the Director of Risk Management or designee is authorized, but not required, to change the above insurance requirements to require additional types of insurance coverage or higher coverage limits, provided that any such change is reasonable in light of past claims against the County, inflation, or any other item reasonably related to the County's risk.

    Any change requiring additional types of insurance coverage or higher coverage limits must be made by amendment to this Contract. Contractor agrees to execute any such amendment within thirty (30) days of receipt.

    Any failure, actual or alleged, on the part of the County to monitor or enforce compliance with any of the insurance and indemnification requirements will not be deemed as a waiver of any rights on the part of the County.

11. The Contractor agrees to provide insurance set forth in accordance with the requirements herein. If the Contractor uses existing coverage to comply with these requirements and that coverage does not meet the specified requirements, the Contractor agrees to amend, supplement or endorse the existing coverage to do so. The type(s) of insurance required is determined by the scope of the contract services.

    Without in anyway affecting the indemnity herein provided and in addition thereto, the Contractor shall secure and maintain throughout the contract term the following types of insurance with limits as shown:

    a. Workers' Compensation/Employers Liability – A program of Workers' Compensation insurance or a state-approved, self-insurance program in an amount and form to meet all applicable requirements of the Labor Code of the State of California, including Employer's Liability with $250,000 limits covering all persons including volunteers providing services on behalf of the Contractor and all risks to such persons under this Contract.

        If Contractor has no employees, it may certify or warrant to the County that it does not currently have any employees or individuals who are defined as "employees" under the Labor Code and the requirement for Workers' Compensation coverage will be waived by the County's Director of Risk Management.

        With respect to Contractors that are non-profit corporations organized under California or Federal law, volunteers for such entities are required to be covered by Workers' Compensation insurance.

    b. Commercial/General Liability Insurance – The Contractor shall carry General Liability Insurance covering all operations performed by or on behalf of the Contractor providing coverage for bodily injury and property damage with a combined single limit of not less than one million dollars ($1,000,000), per occurrence. The policy coverage shall include:

1. Premises operations and mobile equipment.
2. Products and completed operations.
3. Broad form property damage (including completed operations).
4. Explosion, collapse and underground hazards.
5. Personal injury.
6. Contractual liability.
7. $2,000,000 general aggregate limit.

c. Automobile Liability Insurance – Primary insurance coverage shall be written on ISO Business Auto coverage form for all owned, hired and non-owned automobiles or symbol 1 (any auto). The policy shall have a combined single limit of not less than one million dollars ($1,000,000) for bodily injury and property damage, per occurrence.

If the Contractor is transporting one (1) or more non-employee passengers in performance of contract services, the automobile liability policy shall have a combined single limit of two million dollars ($2,000,000) for bodily injury and property damage per occurrence.

If the Contractor owns no autos, a non-owned auto endorsement to the General Liability policy described above is acceptable.

d. Umbrella Liability Insurance – An umbrella (over primary) or excess policy may be used to comply with limits or other primary coverage requirements. When used, the umbrella policy shall apply to bodily injury/property damage, personal injury/advertising injury and shall include a "dropdown" provision providing primary coverage for any liability not covered by the primary policy. The coverage shall also apply to automobile liability.

e. Professional Liability – Professional Liability Insurance with limits of not less than one million ($1,000,000) per claim or occurrence and two million ($2,000,000) aggregate limits.

If insurance coverage is provided on a "claims made" policy, the "retroactive date" shall be shown and must be before the date of the start of the contract work. The claims made insurance shall be maintained or "tail" coverage provided for a minimum of five (5) years after contract completion.

Z. Contractor shall comply with all applicable laws, statutes, ordinances, administrative orders, rules or regulations relating to its duties, obligations and performance under the terms of the Contract and shall procure all licenses and pay all fees and other charges required thereby. Contractor shall maintain all required licenses during the term of this Contract. Failure to comply with the provisions of this section may result in immediate termination of this Contract.

AA. Contractor shall comply with all applicable local health and safety clearances, including fire clearances, for each site where services are provided under the terms of this Contract.

BB. Contractor agrees to and shall comply with the County's Equal Employment Opportunity Program, Employment Discrimination, and Civil Rights Compliance requirements:

1. Equal Employment Opportunity Program – The Contractor agrees to comply with the provisions of the Equal Employment Opportunity Program of the County of San Bernardino and all rules and regulations adopted pursuant thereto: Executive Orders 11246, as amended by Executive Order 11375, 11625, 12138, 12432, 12250; Title VII of the Civil Rights Act of 1964; Division 21 of the California Department of Social Services Manual of Policies and Procedures; California Welfare and Institutions Code section 10000), the California Fair Employment and Housing Act; and other applicable federal, state, and

county laws, regulations and policies relating to equal employment or social services to welfare recipients, including laws and regulations hereafter enacted.

2. Employment Discrimination – During the term of the Contract, Contractor shall not discriminate against any employee or applicant for employment or service recipient because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, sexual orientation, age, or military and veteran status. Contractor shall comply with Executive Orders 11246, 11375, 11625, 12138, 12432, 12250, 13672, Title VII of the Civil Rights Act of 1964, the California Fair Housing and Employment Act and other applicable Federal, State and County laws and regulations and policies relating to equal employment and contracting opportunities, including laws and regulations hereafter enacted.

3. Civil Rights Compliance – The Contractor shall develop and maintain internal policies and procedures to assure compliance with each factor outlined by state regulation. These policies must be developed into a Civil Rights Plan, which is to be on file with the County Human Services Contracts Unit within thirty (30) days of awarding of the Contract. The Plan must address prohibition of discriminatory practices, accessibility, language services, staff development and training, dissemination of information, complaints of discrimination, compliance review, and duties of the Civil Rights Liaison. Upon request, the County shall supply a sample of the Plan format. The Contractor shall be monitored by the County for compliance with provisions of its Civil Rights Plan. Contractor is required to maintain and provide a current Civil Rights Plan for the duration of the Contract and submit the Assurance of Compliance form (Attachment B) annually. Additionally, the Contractor shall submit to County an Assurance of Compliance with the California Department of Social Services Nondiscrimination in State and Federally Assisted Programs Statement annually.

CC. Contractor agrees to comply with all applicable provisions of the Americans with Disabilities Act (ADA).

DD. Contractor shall observe the mandatory standards and policies relating to energy efficiency in the State Energy Conservation Plan (California Code of Regulations title 20, section 1401 et seq.).

EE. If the amount available to Contractor under this Contract, as specified in Section V, Paragraph A, exceeds $100,000, Contractor agrees to comply with the Clean Air Act (42 U.S.C. Section 7606), section 508 of the Clean Water Act (33 U.S.C. section 1368), Executive Order 11738 and Environmental Protection Agency regulations (40 C.F.R. section 1.1 et seq.).

FF. In accordance with County Policy 11-08, the County prefers to acquire and use products with higher levels of post-consumer recycled content. Environmentally preferable goods and materials must perform satisfactorily and be available at a reasonable price. The County requires Contractor to use recycled paper for any printed or photocopied material created as a result of this Contract. Contractor is also required to use both sides of paper sheets for reports submitted to the County whenever practicable.

To assist the County in meeting the reporting requirements of the California Integrated Waste Management Act of 1989 (AB 939), Contractor must be able to annually report the County's environmentally preferable purchases. Contractors must also be able to report on environmentally preferable goods used in the provision of Services to the County, utilizing a County approved form.

GG. Contractor understands and agrees that any and all legal fees or costs associated with lawsuits concerning this Contract against the County shall be the Contractor's sole expense and shall not be charged as a cost under this Contract. In the event of any Contract dispute hereunder, each Party to this Contract shall bear its own attorney's fees and costs regardless of who prevails in the outcome of the dispute.

HH. Contractor shall register with 211 San Bernardino County Inland Empire United Way within thirty (30) days of contract effective date and follow necessary procedures to be included in the 211

database. The Contractor shall notify the 211 San Bernardino County Inland Empire United Way of any changes in program services, location or contact information within ten (10) days of any change. Services performed as a result of being included in the 211 database, are separate and apart from the services being performed under this Contract and payment for such services will not be the responsibility of the County.

II. Contractor agrees that any news releases, advertisements, public announcements or photographs arising out of the Contract or Contractor's relationship with County shall not be made or used without prior written approval of the (*appropriate dept.) Director or their designee, and shall include County approved branding.

JJ. IRAN CONTRACTING ACT 2010, Public Contract Code sections 2200 et seq. (Applicable for all Contracts of one million dollars ($1,000,000) or more). In accordance with Public Contract Code section 2204(a), the Contractor certifies that at the time the Contract is signed, the Contractor signing the Contract is not identified on a list created pursuant to subdivision (b) of Public Contract Code section 2203 (https://www.dgs.ca.gov/PD/Resources/Page-Content/Procurement-Division-Resources-List-Folder/List-of-Ineligible-Businesses#@ViewBag.JumpTo) as a person (as defined in Public Contract Code section 2202(e)) engaging in investment activities in Iran described in subdivision (a) of Public Contract Code section 2202.5, or as a person described in subdivision (b) of Public Contract Code section 2202.5, as applicable.

Contractors are cautioned that making a false certification may subject the Contractor to civil penalties, termination of existing contract, and ineligibility to bid on a contract for a period of three (3) years in accordance with Public Contract Code section 2205. Contractor agrees that signing the Contract shall constitute signature of this Certification.

KK. Contractor shall comply with the Environmental Tobacco Smoke/Pro-Children Act of 1994 (20 U.S.C 6081 et seq.).

IV. COUNTY RESPONSIBILITIES

County shall:

A. Refer County employees who are ACSWs, AMFTs, or APCCs registered with the BBS to the Contractor for the provision of Clinical Licensure Supervision services.

B. Not guarantee a minimum number of referrals to the Contractor.

C. Designate a CLSP Coordinator as the single point of contact for questions related to the provision of program services. This person will be responsible for serving as a liaison with the Contractor to facilitate problem solving and the resolution of procedural issues. In addition, the CLSP Coordinator will monitor the progress of participants in the Clinical Licensure Supervision Program and be responsible for maintaining knowledge of the BBS programmatic changes.

D. Provide approved ACSWs, AMFTs, or APCCs with an Orientation, which will cover the requirements of the Clinical Licensure Supervision Program. This includes, but is not limited to, referral procedures, self-tracking of hours, confidentiality, child abuse reporting, etc.

E. Withdraw a supervisee from the Clinical Licensure Supervision Program, if after consultation and in accord with CFS Management, the County determines such action to be warranted.

F. Suspend a supervisee from the Clinical Licensure Supervision Program, if the supervisee is not complying with the Program's participation or reporting requirements and will notify both the supervisee and the respective licensure supervisor of the date(s) of suspension and of any and all requirements for reinstatement to regular status in the Program.

G. Advise all supervisees that they are required to follow County program rules and expectations including testing limits and length of stay while in the program. Supervisees are to conduct themselves in accordance with County policy while at the Contractor's facilities and be professional in their manner and appearance, including attire, and will conform to the accepted standards of the profession.*list specific duties and responsibilities that the County must fulfill.

V. FISCAL PROVISIONS

A. The aggregate amount of payment under this Contract is a combined total for all Clinical Licensure Supervision Program Services Contractors identified in the corresponding Board Agenda item and together shall not exceed $750,000, of which up to $438,500 may be federally funded, and shall be subject to the availability of funds to the County. The consideration to be paid to Contractor, as provided herein, shall be in full payment for Contractor's services and expenses incurred in the performance hereof, including travel and per diem. These funds are broken down as follows:

Fiscal Years	Total
2020-21	$250,000
2021-22	$250,000
2022-23	$250,000

B. Contractor shall be paid on a fee-for-service basis based on the rates in the following table.

Service	Maximum Fee (Hourly)
Individual Licensure Supervision Session Limited to one (1) individual licensure supervision session per week per supervisee	$90.00 per hour
Group Licensure Supervision Session Limited to one (1) group licensure supervision session per supervisee per month – Minimum of two (2) supervisees or a maximum of eight (8) supervisees referred by the County per group session	$90.00 per hour ($180.00 maximum per Group Licensure Supervision Session)

C. Contractor shall not be paid for missed or cancelled appointments.

D. Contractor shall submit itemized invoices, Clinical Licensure Supervision Services Invoice (Attachment C), to the County, HS Contracts Unit by the tenth (10^{th}) day of each month following the month of service. The submission shall include:

1. The corresponding Clinical Licensure Supervision Services Attendance/Sign-In Record (Attachment D).
2. The Clinical Licensure Supervision Program Monthly Supervisee Progress Report (Attachment E) detailing individual supervisee performance and hours of completion.
3. All appropriate signatures.

E. Contractor shall accept all payments from County via electronic funds transfer (EFT) directly deposited into the Contractor's designated checking or other bank account. Contractor shall promptly comply with directions and accurately complete forms provided by County required to process EFT payments.

F. Costs for services under the terms of this Contract shall be incurred during the contract period except as approved by County. Contractor shall not use current year funds to pay prior or future year obligations.

G. Funds made available under this Contract shall not supplant any federal, state or any governmental funds intended for services of the same nature as this Contract. Contractor shall not claim reimbursement or payment from County for, or apply sums received from County with respect to that portion of its obligations that have been paid by another source of revenue. Contractor agrees that it will not use funds received pursuant to this Contract, either directly or indirectly, as a contribution or compensation for purposes of obtaining funds from another revenue source without prior written approval of the County.

H. County is not liable for the payment of any taxes, other than applicable sales or use tax, resulting from this Contract however designated, levied or imposed, unless County would otherwise be liable for the payment of such taxes in the course of its normal business operations.

VI. RIGHT TO MONITOR AND AUDIT

A. County shall have the absolute right to monitor the performance of Contractor in the delivery of services provided under this Contract.

B. County or any subdivision or appointee thereof, and the State of California or any subdivision or appointee thereof, including the Auditor General, shall have absolute right to review and audit all records, books, papers, documents, corporate minutes, and other pertinent items as requested, and shall have absolute right to monitor the performance of Contractor in the delivery of services provided under this Contract. Full cooperation shall be given by Contractor in any auditing or monitoring conducted. Contractor shall repay to the County within thirty (30) days of receipt of audit findings any reimbursements made by County to Contractor that are determined by subsequent audit to be unallowable pursuant to the terms of this Contract or by law.

C. Contractor shall cooperate with County in the implementation, monitoring and evaluation of this Contract and comply with any and all reporting requirements established by this Contract.

D. All records pertaining to service delivery and all fiscal, statistical and management books and records shall be available for examination and audit by county, federal and state representatives for a period of three (3) years after final payment under the Contract or until all pending county, state, and federal audits are completed, whichever is later. Records of the Contractor which do not pertain to the services under this Contract may be subject to review or audit unless provided in this or another Contract. Technical program data shall be retained locally and made available upon the County's reasonable advance written notice or turned over to County. If said records are not made available at the scheduled monitoring visit, Contractor may, at County's option, be required to reimburse County for expenses incurred due to required rescheduling of monitoring visit(s). Such reimbursement will not exceed $50 per hour (including travel time) and may be deducted from the following month's claim for reimbursement.

E. Contractor shall provide all reasonable facilities and assistance for the safety and convenience of County's representatives in the performance of their duties. All inspections and evaluations shall be performed in such a manner as will not unduly delay the work of the Contractor.

F. Upon County request, Contractor shall hire a licensed Certified Public Accountant, approved by the County, who shall prepare and file with County, within sixty (60) days after the termination of the Contract, a certified fiscal audit of related expenditures during the term of the Contract and a program compliance audit.

G. Pursuant to Code of Federal Regulations (CFR) – Title 2 CFR 200.501, Contractors expending $750,000 or more in federal funds within the Contractor's fiscal year must have a single audit or program-specific audit performed. A copy of the audit performed in accordance with Code of Federal Regulations (CFR) – Title 2 CFR 200.501 shall be submitted to the County within thirty (30) days of completion, but no later than nine (9) months following the end of the Contractor's fiscal year. Please refer to http://www.ecfr.gov/cgi-bin/text-idx?node=se2.1.200_1501&rgn=dv8 for further information.

H. The following closely related programs identified by the Catalog of Federal Domestic Assistance (CFDA) number are to be considered as an "Other cluster" for purposes of determining major programs or whether a program specific audit may be elected. The Contractor shall communicate this information to the independent auditor conducting the organization's single audit.

US Department of Health and Human Services:

93.090	Guardian Assistance
93.556	Promoting Safe and Stable Families
93.558	Temporary Assistance to Needy Families
93.603	Adoption and Legal Guardian Incentive pay
93.658	Foster Care Title IV-E
93.659	Adoption Assistance

I. County is required to identify the Contractor Data Universal Numbering System (DUNS) numbers in all County contracts that include Federal funds or pass through of Federal funds. This

information is required in order for the County to remain in compliance with 2CFR Section 200.331, and remain eligible to receive Federal funding. The Contractor shall provide the Contractor name as registered in DUNS, as well as the DUNS number to be included in this Contract.

Contractor Name as registered in DUNS	Brief Psychotherapy and Family Counseling, Inc.
DUNS	100924151

VII. CORRECTION OF PERFORMANCE DEFICIENCIES

A. In the event of a problem or potential problem that could impact the quality or quantity of work, services, or the level of performance under this Contract, Contractor shall notify the County within one (1) working day, in writing and by telephone.

B. Failure by Contractor to comply with any of the provisions, covenants, requirements or conditions of this Contract shall be a material breach of this Contract.

C. In the event of a non-cured breach, County may, at its sole discretion and in addition to any other remedies available at law, in equity, or otherwise specified in this Contract.

1. Afford Contractor thereafter a time period within which to cure the breach, which period shall be established at sole discretion of County; and/or

2. Discontinue reimbursement to Contractor for and during the period in which Contractor is in breach, which reimbursement shall not be entitled to later recovery; and/or

3. Withhold funds pending duration of the breach; and/or

4. Offset against any monies billed by Contractor but yet unpaid by County those monies disallowed pursuant to Item "2" of this paragraph; and/or

5. Terminate this Contract immediately and be relieved of the payment of any consideration to Contractor. In event of such termination, the County may proceed with the work in any manner deemed proper by the County. The cost to the County shall be deducted from any sum due to the Contractor under this Contract and the balance, if any, shall be paid by the Contractor upon demand.

D. Unless a remedy is specifically designated as exclusive, no remedy conferred by any of the specific provision of the Contract is intended to be exclusive of any other remedy, and each and every remedy shall be cumulative and shall be in addition to every other remedy given hereunder, now or hereafter existing at law or in equity or by statue or otherwise. The election of any one (1) or more remedies by either Party shall not constitute a waiver of the right to pursue other available remedies.

VIII. TERM

This Contract is effective as of July 1, 2020 and expires June 30, 2023, but may be terminated earlier in accordance with provisions of Section IX of the Contract. The Contract term may be extended for two (2) additional one-year periods by mutual agreement of the parties.

IX. EARLY TERMINATION

A. The County may terminate the Contract immediately under the provisions of Section VII, Paragraph C, Item 5 of the Contract. In addition, the Contract may be terminated without cause by the County by serving a written notice to the Contractor thirty (30) days in advance of termination. The Assistant Executive Officer for Human Services is authorized to exercise the County's rights with respect to any termination of this Contract.

B. Contractor shall only be reimbursed for costs and uncancelable obligations incurred prior to the date of termination. Contractor shall not be reimbursed for costs incurred after the date of termination.

C. Upon receipt of termination notice Contractor shall promptly discontinue services unless the notice directs otherwise. Contractor shall deliver promptly to County and transfer title (if necessary) all completed work, and work in progress, including drafts, documents, plans, forms, data, products, graphics, computer programs and reports.

X. GENERAL PROVISIONS

A. When notices are required to be given pursuant to this Contract, the notices shall be in writing and mailed to the following respective addresses listed below.

Contractor: Brief Psychotherapy and Family Counseling, Inc.
68090 Empalmo Road
Cathedral City, CA 92234

County: County of San Bernardino
Human Services
Attn: Contracts Unit
150 S. Lena Road
San Bernardino, CA 92415-0515

B. Nothing contained in this Contract shall be construed as creating a joint venture, partnership or employment arrangement between the Parties hereto, nor shall either Party have the right, power or authority to create an obligation or duty, expressed or implied, on behalf of the other Party hereto.

C. Contractor shall not offer (either directly or through an intermediary) any improper consideration such as, but not limited to, cash, discounts, service, the provision of travel or entertainment, or any items of value to any officer, employee or agent of the County in an attempt to secure favorable treatment regarding this Contract.

The County, by written notice, may immediately terminate any contract if it determines that any improper consideration as described in the preceding paragraph was offered to any officer, employee or agent of the County with respect to the proposal and award process. This prohibition shall apply to any amendment, extension or evaluation process once a contract has been awarded.

Contractor shall immediately report any attempt by a County officer, employee or agent to solicit (either directly or through an intermediary) improper consideration from Contractor. The report shall be made to the supervisor or manager charged with supervision of the employee or to the County Administrative Office. In the event of a termination under this provision, the County is entitled to pursue any available legal remedies.

D. Time is of the essence in performance of this Contract and each of its provisions. Except as otherwise provided herein, when either party has knowledge that any actual or potential situation is delaying or threatens to delay the timely performance of this Contract, that party shall, within twenty-four (24) hours, give notice thereof, including all relevant information with respect thereto, to the other party.

E. All documents, data, products, graphics, computer programs and reports prepared by Contractor pursuant to the Contract shall be considered property of the County upon payment for services (and product, if applicable). All such items shall be delivered to County at the completion of work under the Contract, subject to the requirements of Section VIII, Term. Unless otherwise directed by County, Contractor may retain copies of such items.

F. No waiver of any of the provisions of the Contract shall be effective unless it is made in a writing which refers to provisions so waived and which is executed by the Parties. No course of dealing and no delay or failure of a Party in exercising any right under the Contract shall affect any other or future exercise of that right or any exercise of any other right. A Party shall not be precluded from exercising a right by its having partially exercised that right or its having previously abandoned or discontinued steps to enforce that right.

G. Any alterations, variations, modifications, or waivers of provisions of the Contract, unless specifically allowed in the Contract, shall be valid only when they have been reduced to writing, duly signed and approved by the Authorized Representatives of both parties as an amendment to this Contract. No oral understanding or agreement not incorporated herein shall be binding on any of the Parties hereto.

H. If any provision of the Contract is held by a court of competent jurisdiction to be unenforceable or contrary to law, it shall be modified where practicable to the extent necessary so as to be enforceable (giving effect to the intention of the Parties) and the remaining provisions of the Contract shall not be affected.

I. This Contract shall be governed by and construed in all aspects in accordance with the laws of the State of California without regard to principles of conflicts of laws. The Parties agree to the exclusive jurisdiction of the federal court located in the County of Riverside and the state court located in the County of San Bernardino, for any and all disputes arising under this Contract, to the exclusion of all other federal and state courts.

J. In the event the County determines that service is unsatisfactory, or in the event of any other dispute, claim, question or disagreement arising from or relating to this Contract or breach thereof, the parties hereto shall use their best efforts to settle the dispute, claim, question or disagreement. To this effect, they shall consult and negotiate with each other in good faith and, recognizing their mutual interests, attempt to reach a just and equitable solution satisfactory to both parties.

K. The parties actions under the Contract shall comply with all applicable laws, rules, regulations, court orders and governmental agency orders. The provisions of this Contract are specifically made severable. If a provision of the Contract is terminated or held to be invalid, illegal or unenforceable, the validity and enforceability of the remaining provisions shall remain in full effect.

L. In the event that a subpoena or other legal process commenced by a third party in any way concerning the services provided under this Contract is served upon Contractor or County, such party agrees to notify the other party in the most expeditious fashion possible following receipt of such subpoena or other legal process. Contractor and County further agree to cooperate with the other party in any lawful effort by such other party to contest the legal validity of such subpoena or other legal process commenced by a third party as may be reasonably required and at the expense of the party to whom the legal process is directed, except as otherwise proceed herein in connection with defense obligations by Contractor for County.

XI. CONCLUSION

A. This Contract, consisting of 22 pages and Attachments A through E, is the full and complete document describing services to be rendered by Contractor to County, including all covenants, conditions, and benefits.

B. The signatures of the Parties affixed to this Contract affirm that they are duly authorized to commit and bind their respective institutions to the terms and conditions set forth in this document.

C. This Contract may be executed in any number of counterparts, each of which so executed shall be deemed to be an original, and such counterparts shall together constitute one and the same Contract. The parties shall be entitled to sign and transmit an electronic signature of this Contract (whether by facsimile, PDF or other email transmission), which signature shall be binding on the party whose name is contained therein. Each party providing an electronic signature agrees to promptly execute and deliver to the other party an original signed Contract upon request.

D. IN WITNESS WHEREOF, the Board of Supervisors of the County of San Bernardino has caused this Contract to be subscribed to by the Clerk thereof, and Contractor has caused this Contract to be subscribed in its behalf by its duly authorized officers, the day, month, and year written.

COUNTY OF SAN BERNARDINO

► _____

Curt Hagman, Chairman, Board of Supervisors

Dated: JUN 09 2020

SIGNED AND CERTIFIED THAT A COPY OF THIS DOCUMENT HAS BEEN DELIVERED TO THE CHAIRMAN OF THE BOARD

Lynna Monell
Clerk of the Board of Supervisors
of the County of San Bernardino

By _____
Deputy

Brief Psychotherapy and Family Counseling, Inc.
(Print or type name of corporation, company, contractor, etc.)

By ► DocuSigned by: Albert Boykin
(Authorized signature - sign in blue ink)

Name Albert Boykin, LCSW, LMFT
(Print or type name of person signing contract)

Title Presdent/CEO
(Print or Type)

Dated: May 3, 2020

Address 68090 Empalmo Road
Cathedral City, CA 92234

FOR COUNTY USE ONLY

Approved as to Legal Form	Reviewed for Contract Compliance	Reviewed/Approved by Department
► DocuSigned by: Michael Markel	► DocuSigned by: Jennifer Mulhall-Daudet	► DocuSigned by: Marlene Hagen
Michael Markel, Principal Assistant County Counsel	Jennifer Mulhall-Daudet, HS Contracts Unit	Marlene Hagen, Director
Date May 15, 2020	Date May 15, 2020	Date May 29, 2020

DocuSign Envelope ID: 0755CD94-DFC5-43C3-94D3-5E8D79C0DF15

ATTACHMENT A

SAN BERNARDINO COUNTY

Children and Family Services

Clinical Licensure Supervision Program
Complaint and Grievance Procedure

When a Children and Family Services (CFS) staff member has a complaint or grievance related to the Clinical Licensure Supervision Program (CLSP) that cannot be resolved with the licensure supervisor, he or she can request assistance from the Program Development Division (PDD) CLSP Coordinator by calling 909-383-9700. Assistance must be requested utilizing the if/then chart below:

If a complaint or grievance cannot be resolved by the...	**Then contact the PDD...**
Licensure supervisor,	CLSP Coordinator.
CLSP Coordinator,	Program Specialist II (PS II).
PS II,	Supervising Program Specialist (SPS).
SPS,	Program Manager.

Complaints involving licensure supervision regulations may be addressed initially through the above channels or addressed through the Board of Behavioral Sciences (BBS) directly. Should the complainant decide to contact the BBS from the onset, the CLSP Coordinator must be advised of the status of the complaint throughout the entire process.

CFS staff workload issues are to be resolved through the CFS supervisor and CFS regional chain of command.

I have received and reviewed the San Bernardino County Children and Family Services Policy Handbook, Administrative Operations Part 2, Chapter A, Clinical Licensure Supervision Program.

Supervisee Name (print): _____

Supervisee Signature: _____

Date Grievance Procedures were reviewed: _____

PDD CLSP Coordinator Name: _____

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ASSURANCE OF COMPLIANCE STATEMENT

ASSURANCE OF COMPLIANCE WITH THE CALIFORNIA DEPARTMENT OF SOCIAL SERVICES NONDISCRIMINATION IN STATE AND FEDERALLY ASSISTED PROGRAMS

_____

NAME OF THE CONTRACTING AGENCY

(Hereinafter called the "Agency")

HEREBY AGREES THAT it will comply with Title VI and VII of the Civil Rights act of 1964, Section 504 of the Rehabilitation Act of 1973, as amended, the Age Discrimination Act of 1975, the Food Stamp Act of 1977-Section 272.6, The Americans with Disabilities Act of 1990, Government Code (GC) Section 1135 and California Code of Regulations (CCR) Title 22 Section 9800-98413, Title 24 of the California Code of Regulations, Section 310A(e) and other applicable federal and state laws, as well as their implementing regulations (including 45 CFR, Parts 80, 84, and 91, 7 CFR Part 15, and 28 CFS Part 42), by ensuring that employment practices and the administration of public assistance and social services programs are nondiscriminatory, to the effect that no person shall because of race, color, national origin, political affiliation, religion, marital status, sex, age or disability be excluded from participation in or be denied the benefits of, or be otherwise subject to discrimination under any program or activity receiving federal or state assistance; and HEREBY GIVES ASSURANCE THAT, it will immediately take any measures necessary to effectuate this agreement.

THIS ASSURANCE is given in consideration of and for the purpose of obtaining any and all federal or state assistance; and THE AGENCY HEREBY GIVES ASSURANCE THAT administrative methods/procedures which have the effect of subjecting individuals to discrimination or defeating the objectives of the California Department of Social Services (CDSS) Manual of Policies and Procedures (MPP) Chapter 21, will be prohibited.

BY ACCEPTING THIS ASSURANCE, the agency agrees to compile data, maintain records and submit reports as required, to permit effective enforcement of the aforementioned laws and regulations and permit authorized CDSS and/or federal government personnel, during normal working hours, to review such records, books and accounts as needed to ascertain compliance. If there are any violations of this assurance, CDSS shall have the right to invoke fiscal sanctions or other legal remedies in accordance with Welfare and Institutions Code Section 10605, or Government Code Section 11135-39, or any other laws, or the issue may be referred to the appropriate federal agency for further compliance action and enforcement of this assurance.

THIS ASSURANCE is binding on the agency directly or through contract, license, or other provider services, as long as it receives federal or state assistance; and shall be submitted annually with the required Civil Rights Plan Update.

_____	_____
DATE	SIGNATURE
	_____
	ORGANIZATION
	_____
	ADDRESS

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ATTACHMENT C

Clinical Licensure Supervision Services Invoice

County of San Bernardino – Children and Family Services

Fiscal Year: 2020 – 2021

Dates of Individual Supervision *(Chronological, separated By Commas)*	Supervisee Name	Dates of Individual Supervision *(Chronological, Separated By Commas)*	Supervisee Name

Total # of Individual Sessions _____ X $90.00 X 1 hours **Individual Supervision Subtotal $_____**

Dates of Group Supervision _____, 20___	Dates of Group Supervision _____, 20___	Dates of Group Supervision _____, 20___

Total # of Group Sessions _____ X $90.00 X 2 hours **Group Supervision Subtotal _____**

Contractor Name _____ **Contract # _____** **Invoice Total _____**

Direct Clinical Licensure Supervisor Signature _____ **Date _____**

*Videoconferencing must be pre-approved by CLSP Coordinator

ATTACHMENT D

Clinical Licensure Supervision Services Attendance/Sign-In Record

Record for Two (2) Consecutive Day Periods

County of San Bernardino – Children and Family Services

Contractor Name

Code: *Individual (I)* *Video Conferencing Individual(VI)** *Group Session (G)* *Video Conferencing Group(VG)"*	**Session Time Period** (Enter begin time through end time)	**Supervisee Name(s)** (Please Print)	**Supervisee Signature** Date: _____

Code: *Individual (I)* *Video Conferencing Individual(VI)* *Group Session (G)* *Video Conferencing Group(VG)*	**Session Time Period** (Enter begin time through end time)	**Supervisee Name(s)** (Please Print)	**Supervisee Signature** Date: _____

Direct Line Supervisor Name (Please Print)	Supervisor's Signature	License Type and License #	Date

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ATTACHMENT D

Clinical Licensure Supervision Services Attendance/Sign-In Record

Record for Two (2) Consecutive Day Periods

County of San Bernardino – Children and Family Services

Contractor Name

Code: *Individual (I)* *Video Conferencing Individual(VI)** *Group Session (G)* *Video Conferencing Group(VG)"*	**Session Time Period** (Enter begin time through end time)	**Supervisee Name(s)** (Please Print)	**Supervisee Signature** Date: _____

Code: *Individual (I)* *Video Conferencing Individual(VI)* *Group Session (G)* *Video Conferencing Group(VG)*	**Session Time Period** (Enter begin time through end time)	**Supervisee Name(s)** (Please Print)	**Supervisee Signature** Date: _____

Direct Line Supervisor Name (Please Print)	Supervisor's Signature	License Type and License #	Date

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Direct Line Supervisor Name (Please Print)	Supervisor's Signature	License Type and License #	Date

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Direct Line Supervisor Name (Please Print)	Supervisor's Signature	License Type and License #	Date

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ATTACHMENT D

Clinical Licensure Supervision Services Attendance/Sign-In Record

Record for Two (2) Consecutive Day Periods

County of San Bernardino – Children and Family Services

Contractor Name

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Code: *Individual (I)* *Video Conferencing Individual(VI)* *Group Session (G)* *Video Conferencing Group(VG)*	**Session Time Period** (Enter begin time through end time)	**Supervisee Name(s)** (Please Print)	**Supervisee Signature** Date: _____

Direct Line Supervisor Name (Please Print)	Supervisor's Signature	License Type and License #	Date

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County of San Bernardino - Children and Family Services
Clinical Licensure Supervision Program
Monthly Progress Report **Month/Year:**

Attachment E

Supervisee Last Name	Supervisee First Name	Type of License (ACSW or AMFT)	No. of Supervision Hours Earned for the Month	Total No. of Hours Earned to Date	Anticipated Completion Date of Supervision Hours	Total No. of Weeks Earned to Date	Clinical Licensure Supervisor Name