



CHAMPAIGN COUNTY
**CHILDREN'S
ADVOCACY
CENTER**

Contract for Crisis Intervention Counseling Services

JULY 1, 2020 – JUNE 30, 2021

ANN CHAN

CONTRACT FOR
CRISIS INTERVENTION COUNSELING SERVICES

THIS CONTRACT is made and entered into this 1st day of July, 2020, by and between the Champaign County Children's Advocacy Center and, Ann Chan, LCPC, LCSW, Crisis Intervention Counselor, collectively, the Parties.

The Parties hereby agree as follows:

1. **DURATION.**

The term of this Contract shall be for the period commencing July 1, 2020 and terminating on June 30, 2021, unless sooner terminated. This Contract is contingent upon receipt of funding from the Illinois Criminal Justice Information Authority (ICJIA) subcontracted by Children's Advocacy Center of Illinois, and grant approval by the Champaign County Board.

2. **DEFINITIONS.**

- a) **CAC:** Champaign County Children's Advocacy Center.
- b) **CACI:** Children's Advocacy Center of Illinois
- c) **Family Advocate:** The Family Advocate of the CAC, Jenna Gilchrist, unless and until the Crisis Intervention Counselor has received written notice of a change in this position from the CAC Governing Board or the Executive Director.
- d) **CAC Building:** 201 W. Kenyon Road, Champaign, Illinois, or such other building located within Champaign County, Illinois, as designated by the Executive Director of the CAC.
- e) **Contract Documents:** This writing and the following additional documents, attached hereto and incorporated herein by reference.
 - 1) The CAC Protocol.
 - 2) Interagency Agreement #218003 between Children's Advocacy Centers of Illinois and Champaign County on behalf of the Champaign County Children's Advocacy Center.
- f) **County:** Champaign County, Illinois, a body politic, organized as such under the laws of the State of Illinois.
- g) **Crisis Intervention Counselor:** The individual Therapist named above who shall be primarily responsible for providing and coordinating Direct Services throughout the Crisis Intervention Period.

- h) Crisis Intervention Services: Activities or services provided to a person who is experiencing a mental health crisis which are designed to interrupt a crisis experience including assessment, brief supportive therapy or counseling and referral and linkage to appropriate community services to avoid more restrictive levels of treatment, with the goal of symptom reduction, stabilization and restoration to a previous level of functioning.
- i) Crisis Intervention Trauma-Focused Assessment: An evidence supported, trauma-focused assessment of the immediate needs of the Victim and Non-Offending Family Members. A Crisis Intervention Trauma-Focused Assessment shall include, but not be limited to, the following:
 - 1) A face-to-face meeting with the child (telehealth meetings are permissible during COVID-19 pandemic);
 - 2) A face-to-face meeting with the child's Non-Offending Caregiver (telehealth meetings are permissible during COVID-19 pandemic);
 - 3) A trauma specific assessment of the depth and severity of the crisis, including traumatic events and the abuse-related trauma symptoms;
 - 4) An assessment of the mental and emotional wellness of the child, use of standardized assessment measures initially to inform treatment, and periodically to assess progress and outcome;
 - 5) An assessment of the mental and emotional wellness of the child's Non-Offending Caregiver;
 - 6) Individualized, evidence-supported treatment appropriate for the child client and other non-offending family members
 - 7) A preliminary assessment of the need for community mental health services and recommendations for service delivery;
 - 8) Referral and linkage to appropriate community-based service providers.
- j) Crisis Intervention Period: The period after a report of abuse in which a Victim and/or their Non-Offending Family Members will receive Crisis Intervention Services to minimize the severity of the crisis, and to provide for linkage to long-term treatment, intervention, or other services in a manner consistent with the Direct Services Goals.
- k) Cultural Competency: The capacity to function in more than one culture, requiring the ability to appreciate, understand and interact with members of diverse populations within the local community.
- l. Direct Services: The following services, except Excluded Services, as defined herein:

- 1) Crisis Intervention Trauma Specific Assessments for child Victims and their Non-Offending Family Members;
- 2) Short-term crisis intervention and emotional support to reduce the severity of the crisis both for the Victim and their Non-Offending Family Members;
- 3) Providing education and information to child Victims and their Non-Offending Family Members, including information about behaviors exhibited by victimized children and strategies for appropriate parental intervention and support;
- 4) Emotional support in the short-term as the Victim and their Non-Offending Family Members attempt to cope with the aftereffects of sexual or serious physical abuse;
- 5) Support for Non-Offending Caregivers and other Non-Offending Family Members in addressing their own needs in the aftermath of child abuse;
- 6) Advocacy, as needed, but excluding legal representation or administrative advocacy;
- 7) Identification of, referrals to, and linkage with all necessary and appropriate mental health services for child Victims and their Non-Offending Family Members;
- 8) Helping Victims and their Non-Offending Family Members review a safety plan to promote their physical safety during the Crisis Intervention Period;
- 9) Other mutually agreed upon short-term intervention, services, or support conducive to attaining the Direct Services Goals during the Crisis Intervention Period.

m. Direct Services Goals:

- 1) To ensure Victims and their Non-Offending Family Members are linked with appropriate long-term therapeutic services in as expeditious a manner as possible;
- 2) To ensure that Victims and Non-Offending Family Members experience a seamless transition to long-term mental health treatment;
- 3) Child Victims will begin to develop skills for articulating the impact of their victimization;
- 4) Non-Offending Caregivers will develop strategies for appropriate intervention and parental support of their victimized children;

- 5) Non-Offending Family Members will acquire the skills necessary to verbalize and address their own needs in the aftermath of the disclosure of abuse;
 - 6) Victims and Non-Offending Caregivers will demonstrate an understanding of the role of multiple agency participation as well as the legal process and how this may impact their family structure;
 - 7) Families will identify their own support systems;
 - 8) Non-Offending Family Members will be able to verbalize feelings of hopefulness, empowerment and validation.
- n. Executive Director: The Executive Director of the CAC, Kari S. May, unless and until the Crisis Intervention Counselor has received written notice of a change in this position from the CAC Governing Board.
- o. ICJIA: The Illinois Criminal Justice Information Authority.
- p. Non-Offending Caregiver: A legal guardian, parent, caregiver, or other person who is actually and/or legally one of the principal sources of physical or financial support for the Victim, and who, assuming the Victim's allegations or other indicia of abuse are true, is not responsible for sexual or serious physical abuse. Use of this term does not in any way suggest or require that the Victim's allegations or other indicia of abuse be true or accurate.
- q. Non-Offending Family Member: Non-offending Caregiver, and/or any other member of a Victim's household or family who, assuming the Victim's allegations or other indicia of abuse are true, is not responsible for sexual or serious physical abuse. Use of this term does not in any way suggest or require that the Victim's allegations or other indicia of abuse be true or accurate.
- r. Victim: A minor who has made an allegation that he or she is the Victim of sexual or serious physical abuse, or a minor for whom there is some other indicia of sexual or serious physical abuse (including, but not limited to, allegations of abuse made by others, observations of abusive conduct toward the minor, or observation of injuries suggestive of abuse). Use of this term does not in any way suggest or require that the allegations or other indicia of abuse be true or accurate.
3. TERMINATION.
- a. This Contract may be terminated and cancelled by the Executive Director by giving written notice to the Crisis Intervention Counselor thirty (30) days in advance of such termination or cancellation.
 - b. This Contract shall be immediately terminated without notice if:

- 1) The Crisis Intervention Counselor shall, either voluntarily or involuntarily, become bankrupt, or insolvent, or be dissolved.
 - 2) There is a material breach in the performance of the Contract.
 - 3) State funding for payment of Direct Services, as defined herein, is not approved or is terminated by the CACI, or is rejected by the Champaign County Board or is subject to terms and conditions not acceptable to the Champaign County Board.
 - 4) The CAC is dissolved.
 - 5) The Crisis Intervention Counselor is barred from contracting with a state or local government entity as a result of a violation of 720 ILCS 5/33E-3 or 720 ILCS 5/33E-4.
 - 6) The Crisis Intervention Counselor's violation of any state or federal law, statute, regulation, or Executive Order, related to the performance of this Contract, including, but not limited to those specifically listed in 5.a., below. Such termination shall be in addition to, and not to the exclusion of, any other remedy available to the CAC in equity or law.
- c. This Contract shall be terminated if the Crisis Intervention Counselor gives written notice to the Executive Director that a change to the CAC Protocol substantially increases the costs of performance, or gives rise to conflicting legal obligations to the Crisis Intervention Counselor, and the Executive Director fails to initiate renegotiation of this Contract within sixty (60) days. Said notice shall include a citation or quotation of the specific change at issue and documentation to support any claim of increased costs.
 - d. Within thirty (30) days after the Crisis Intervention Counselor's receipt of written notice of termination from the Executive Director, the Crisis Intervention Counselor shall forward to the Executive Director any and all documents in her control related to the provision of services under this Contract.
 - e. Except as specifically stated in writing by the Executive Director, termination pursuant to this Section shall relieve the Crisis Intervention Counselor of her obligation to accept additional clients, Victims, or Non-Offending Family Members, but shall not relieve the Crisis Intervention Counselor of her obligation to provide documentation and retain records, as set forth in this Contract.
4. RULES OF CONSTRUCTION.
- a. The Contract Documents constitute the complete Contract. No prior representations relating to this Contract, whether written or oral, are incorporated into this Contract, and no such representations shall have any legal effect.

repeal, modification, or adoption of any law, regulation, or policy, at any level of government.

6. SCOPE OF SERVICES.

- a. For the term of this Contract, the Crisis Intervention Counselor agrees to provide Direct Services to Child Victims and their Non-offending Family Members for the duration of the Crisis Intervention Period for those persons.
- b. Direct Services Availability:
 - 1) Direct Services shall be made available to the Victim and/or his or her Non-Offending Family Members throughout the Crisis Intervention Period;
 - 2) Face-to-face meetings shall be at locations that protect confidentiality and are convenient to clients;
 - 3) At all times during the performance of this Contract, the Crisis Intervention Counselor must be accessible to CAC staff by telephone, pager, or cell phone.
- c. Crisis Intervention Counselor Duties:
 - 1) The Crisis Intervention Counselor must contact clients within 72 hours of receiving a referral from the CAC. The Crisis Intervention Counselor must report to the Executive Director and/or the CAC Family Advocate any client with whom they have not been able to establish contact within the 72 hour period;
 - 2) The Crisis Intervention Counselor shall be responsible for providing and/or coordinating all Direct Services for the Victim and Non-Offending Family Members throughout the Crisis Intervention Period;
 - 3) A telephone, pager, or cell phone number must be given to the Victim and Non-Offending Caregiver, at which he, she, or they may contact the Crisis Intervention Counselor throughout the Crisis Intervention Period;
 - 4) The Crisis Intervention Counselor must respond promptly to any request from the Victim or Non-offending Family Members for Direct Services within the Crisis Intervention Period;
 - 5) The Crisis Intervention Counselor shall attend and participate in meetings of the Multidisciplinary Team, as well as other meetings, staffings, and case reviews, but cannot release fact finding information other than that mandated by law;

- 6) The Crisis Intervention Counselor will work with the Family and the Multidisciplinary Team as needed to provide Direct Services and to coordinate the effective delivery of community-based services;
 - 7) Direct Services are to be provided by the Crisis Intervention Counselor in a manner which allows for minimal disruption of forensic interviews and the criminal investigative process;
 - a) The Crisis Intervention Counselor shall not begin providing Direct Services until given authority to do so by the Executive Director or Family Advocate;
 - b) If, at any point, forensic interviews or the criminal investigative process interfere with the provision of Direct Services, or vice versa, the Crisis Intervention Counselor shall bring this to the attention of the Executive Director or Family Advocate immediately, and shall follow any instruction of the Executive Director or Family Advocate to resolve this conflict, otherwise consistent with this Contract;
 - c) At no point will the Crisis Intervention Counselor be directed to provide forensic interviews, or asked to actively collect evidence as part of the criminal investigative process;
 - 8) The Crisis Intervention Counselor shall demonstrate completion of 40 contact hour CEUs in accordance with the provider's mental health related license requirements, provide documentation of CEUs from specific evidence-based treatment for trauma training, and provide documentation of clinical supervision hours by a licensed clinical supervisor. Subject to the availability of funding, the cost of any such training may be borne by the CAC.
- d. Crisis Intervention Assessments:
- 1) If a release authorizing such disclosure is signed by the Victim and/or Non-Offending Caregiver, as appropriate, the results of the Crisis Intervention Assessment are to be placed in writing and made available for review upon request by the Executive Director or the Family Advocate.
- e. In no event shall any Direct Services, including but not limited to Crisis Intervention Assessments, be recorded by video or audio tape.
- f. The Crisis Intervention Counselor shall permit the Executive Director to enter her place of business to observe the performance of this Contract. The Executive Director shall give the Crisis Intervention Counselor reasonable notice of his intent to enter for this purpose, and such observation shall not unreasonably interfere with the conduct of the Crisis Intervention Counselor in providing Direct Services.

7. PERSONNEL.

a. CONFIDENTIALITY AND CULTURAL COMPETENCY.

1) Confidentiality: The Crisis Intervention Counselor shall comply with the following confidentiality requirements:

- a) The professional standards of her profession;
- b) The confidentiality requirements of applicable state and federal laws;
- c) The confidentiality provisions of the CAC Protocol; and
- d) Except as required by law, the Crisis Intervention Counselor shall not release any information which must remain confidential to preserve or assert any legal claim of privilege or Freedom of Information Act exemption by the CAC, the Crisis Intervention Counselor, the Illinois Department of Children and Family Services, or any law enforcement agency.
- e) The Crisis Intervention Counselor agrees not to use or reveal any research or statistical information furnished under this Contract by any person and identifiable to any specific private person for any purpose other than the purpose for which the information was obtained in accordance with applicable federal legislation, regulations and guidelines. To the maximum extent allowed by law, such information shall be immune from legal process and shall not, without the consent of the person furnishing the information, be admitted as evidence or used for any purpose in any action, suit or other judicial, legislative or administrative proceeding.

2) Cultural Competency: The Crisis Intervention Counselor shall demonstrate cultural competency, as defined herein, at all times.

b. QUALIFICATIONS.

1) There shall be no addition to or substitution of the personnel designated to provide Direct Services under this Contract without the prior consent of the Executive Director.

2) Any person providing Direct Services under this Contract, either by initial designation or by later substitution or addition to the project, must meet the following criteria:

- a) Have a Master's Degree, licensed, certified, or supervised by a licensed mental health professional; or Master's Degree or license eligible in a related mental health field;

- b) Have the ability to communicate orally and in writing;
- c) Be approved by the Executive Director;
- d) Have experience working with children and families in crisis, preferably those who have been impacted by sexual or serious physical abuse;
- e) Complete 40 hours of specialized, trauma-focused mental health training, clinical consultation, clinical supervision, peer supervision, and/or mentoring within the first six (6) months of association with the Children's Advocacy Center (or demonstrate prior relevant experience);
- f) Complete a minimum of eight (8) hours of training in Trauma-Focused Cognitive-Behavioral Therapy within the first six (6) months of association with the Children's Advocacy Center (or demonstrate prior relevant training);
- g) Complete ongoing education in the field of child abuse consisting of a minimum of eight (8) contact hours every two years;
- h) Have prior experience collaborating with local service providers;
- i) Possess and maintain any relevant licensure;
- j) Pass a thorough background/screening check, including a criminal history check, approved by the Executive Director; and
- k) Participate in regularly scheduled group supervision.

8. COMPENSATION.

- a. Direct Services shall be billed to the CAC at the rate of \$123.50 per hour and shall be paid by funding from the CACI.
- b. The Children's Advocacy Center will pay the Crisis Intervention Counselor for one no-show appointment per referred client/family. A no-show is defined as cancellation with less than 24 hours' advance notice. The Children's Advocacy Center will not be liable for payment for sessions which are cancelled with adequate notice. Requests for payment for no-show appointments are to be detailed on the Counseling Services Invoice described in sub-section d. below. Payment for no-show appointments shall be paid by funding from the CACI.
- c. Attendance at Multidisciplinary Team Case Review Meetings and other staffings shall be billed to the CAC at the rate of \$80 per hour and shall be paid by funding from the CACI.

- d. By the tenth (10th) of each month, the Crisis Intervention Counselor shall submit to the Executive Director a Counseling Services Invoice detailing Direct Services and other charges, including attendance at Multidisciplinary Team Case Review Meetings and other staffings, for the previous month. At a minimum, the Counseling Services Invoice shall specify the names of clients receiving services, the dates and times those services were provided, the total hours of Direct Services provided during the reporting month, and the dates, times, and number of hours of MDT Case Review Meetings and other staffings attended by the Crisis Intervention Counselor. The CAC shall remit payment to the Crisis Intervention Counselor within 30 days of receipt of the Counseling Services Invoice.

9. RECORD RETENTION AND AUDITS.

- a. The Crisis Intervention Counselor agrees to retain financial and program records for at least three years after the expiration date of this Contract, or three years after closure of the Crisis Intervention Counselor's most recent audit report, whichever is later.
- b. The Crisis Intervention Counselor shall maintain, for this three-year period, adequate books, records, and supporting documents to verify the amounts, recipients, and uses of all disbursements of funds passing in conjunction with this Contract.
- c. For the period for which records must be retained, the Contract and all books, records, and supporting documents related to the Contract shall be available for review and audit by:
 - 1) the Auditor General of the State of Illinois;
 - 2) federal awarding agency personnel;
 - 3) the CACI, or any person duly authorized by the CACI;
 - 4) the ICJIA, or any person duly authorized by the ICJIA; and
 - 5) the Executive Director, or his designee.
- d. The Crisis Intervention Counselor agrees to cooperate fully with any audit conducted by the Auditor General, the federal awarding agency, the ICJIA, CACI, or any person duly authorized by the ICJIA and/or CACI, and to provide full access to all relevant materials.
- e. Failure to maintain the books, records, and supporting documents required by this Section shall establish a presumption in favor of the State of Illinois for the recovery from the Crisis Intervention Counselor of any funds paid by the State to the Crisis Intervention Counselor under this Contract, whether paid directly or indirectly through the CAC, for which adequate books, records, and supporting documentation are not available to support their purported disbursement.
- f. Records shall be maintained beyond the three-year period if any litigation, claim, audit, fiscal review, negotiation, or other action involving the records has been started before the expiration of the above three-year period; in such cases, these records must be retained until completion of the action and resolution of all issues which arise from it

(including the expiration of any period for filing an appeal from the resolution or completion of the action), or until the end of the regular three-year period, whichever is later.

- g. The Crisis Intervention Counselor shall complete and keep on file, as appropriate, the Immigration and Naturalization Service Employment Eligibility Form (I-9).
- h. The Crisis Intervention Counselor agrees to develop and maintain a record-keeping system to document all Contract related activities and expenditures. These records will act as original source material for compilation of data and records required by the ICJIA, CACI and all other program activity.
- i. The CAC, CACI and the ICJIA shall have access for purposes of monitoring, audit and examination to all relevant books, documents, papers, and records of the Crisis Intervention Counselor, and to relevant books, documents, papers and records of subcontractors.

10. LIABILITY AND LITIGATION.

a. Insurance.

The Crisis Intervention Counselor shall be solely responsible for obtaining professional liability insurance and commercial property insurance, if applicable, listing the CAC and the County as additional insured. The Crisis Intervention Counselor shall provide written proof of this insurance prior to the beginning of this contract and thereafter upon reasonable request by the Executive Director.

b. Hold Harmless.

The Crisis Intervention Counselor shall indemnify the ICJIA, CACI and the CAC, its employees, the CAC Governing Board, and the County harmless from all claims, suits, judgments, and damages arising from the conduct of the Crisis Intervention Counselor:

- 1) in the provision of services at the CAC Building;
- 2) pursuant to this Contract; or
- 3) under the actual or apparent authority of this Contract;

whether the conduct giving rise to such liability is reckless, negligent, intentional, or otherwise.

c. Pending Litigation.

The Crisis Intervention Counselor shall promptly forward to the CAC, CACI and the ICJIA a copy of any legal process, claims, or complaints which arise from her performance of this Contract, or which may impair her ability to perform this Contract.

11. PROHIBITION AGAINST ASSIGNMENT.

- a. The Crisis Intervention Counselor may not use subcontractors and/or consultants without prior written consent of the Executive Director and the ICJIA.
- b. The Crisis Intervention Counselor may not assign or transfer her interest under this Contract, or her obligation to perform this Contract, without the prior written consent by the Executive Director and, if future services to be assigned are to be paid from funds provided by the ICJIA, CACI, or its designee.

12. NON-DISCRIMINATION.

- a. The Crisis Intervention Counselor certifies that no person shall, on the basis of age, race, color, religion, national origin, ancestry, gender, marital status, sexual orientation, physical or mental challenges, socio-economic status or any other cultural descriptors, be excluded from participation in, be denied the benefits of, be subjected to discrimination under, or denied employment in connection with, any program or activity conducted pursuant to this Contract, or under the actual or apparent authority of this Contract. The Crisis Intervention Counselor agrees to have written sexual harassment policies which satisfy the requirements set forth in the Illinois Human Rights Act (775 ILCS 5).
- b. In the event that a federal or State court or administrative agency makes a finding within the past 5 years, after a due process hearing, of discrimination by the Crisis Intervention Counselor on the basis of race, color, age, religion, national origin, disability, or sex, the Crisis Intervention Counselor will forward a copy of the finding to the CAC, CACI and to the ICJIA along with a Civil Rights Certification.
- c. If required by the CACI, ICJIA or the Executive Director, the Crisis Intervention Counselor shall complete and submit an EEO Plan Certification to the CAC. This Certification will indicate if the Crisis Intervention Counselor is required to have an EEO Plan or if the Crisis Intervention Counselor is exempt from this requirement.

13. INDEPENDENT CONTRACTOR.

The Crisis Intervention Counselor shall not be considered an employee, a principal, or an agent of the CACI, ICJIA, the CAC, the CAC Governing Board, or the County. In the provision of services to the CAC, the Crisis Intervention Counselor shall act and shall be deemed at all times to be an independent contractor.

14. WAIVER OF DEFAULT.

Failure of the CAC strictly to enforce the terms of this Contract on one or more occasions shall not be deemed a waiver of its right strictly to enforce the terms of this Contract on other occasions.

15. NOTICES.

All notices, demands, consents and requests which are or may be required to be given by either party to the other shall be in writing and delivered by U. S. mail, return receipt requested, with postage pre-paid and, unless otherwise notified, addressed as follows:

a. To CAC:

Kari S. May
Executive Director
Champaign County Children's Advocacy Center
201 W. Kenyon Road, Suite 1
Champaign, Illinois 61820

b. To Crisis Intervention Counselor:

Ann Chan, LCPS, LCSW
Ann L Chan Counseling Services, PC
206 N. Randolph Suite #401
Champaign, IL 61820

16. VENUE.

This Contract is entered into by the parties in Champaign County, Illinois and shall be interpreted in accordance with the laws of the State of Illinois and the venue for any action concerning the terms of this Contract shall be in Champaign County, Illinois.

17. SEVERABILITY.

If any term or provision of this Contract is held invalid, unenforceable, voidable or void, that term or provision shall not affect the other terms or provisions of this Contract which can be given effect without the invalid term or provision.

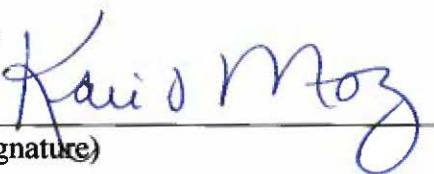
IN WITNESS WHEREOF, the parties hereto have caused this document to be entered and executed on the date first above written.

CHAMPAIGN COUNTY
CHILDREN'S ADVOCACY CENTER

Kari S. May
Executive Director

By:

(Signature)



CRISIS INTERVENTION COUNSELOR

Ann Chan, LCPS, LCSW
Ann L Chan Counseling Services, PC
206 N. Randolph Suite #401
Champaign, IL 61820

By:

(Signature)

