

**SERIAL 05017 RFP INMATE CRISIS COUNSELING – MCSO
SAGE COUNSELING – Contract**

DATE OF LAST REVISION: March 18, 2009 CONTRACT END DATE: May 31, 2011

CONTRACT PERIOD THROUGH MAY 31, 2009 2011

TO: All Departments
FROM: Department of Materials Management
SUBJECT: Contract for **INMATE CRISIS COUNSELING – MCSO**

Attached to this letter is published an effective purchasing contract for products and/or services to be supplied to Maricopa County activities as awarded by Maricopa County on **May 19, 2005 (eff. 06/01/05)**.

All purchases of products and/or services listed on the attached pages of this letter are to be obtained from the vendor holding the contract. Individuals are responsible to the vendor for purchases made outside of contracts. The contract period is indicated above.

Wes Baysinger, Director
Materials Management

SF/bg
Attach

Copy to: Materials Management
Amie Bristol, MCSO

(Please remove Serial 99230-RFP from your contract notebooks)



DRAFT CONTRACT CONTRACT PURSUANT TO RFP

SERIAL 05017-RFP

This Contract is entered into this 1st day of June, 2005 by and between Maricopa County ("County"), a political subdivision of the State of Arizona, and Sage Counseling, Inc., an Arizona corporation ("Contractor") for the purchase of Inmate Crisis Counseling services.

1.0 TERM

- 1.1 This Contract is for a term of four (4) years, beginning on the 1st day of June, 2005 and ending the 31st day of May, ~~2009~~ **2011**.
- 1.2 The County may, at its option and with the agreement of the Contractor, extend the period of this Contract for additional one (1) year terms up to a maximum of two (2) additional terms. The County shall notify the Contractor in writing of its intent to extend the Contract period at least thirty (30) calendar days prior to the expiration of the original contract period, or any additional term thereafter.

2.0 PAYMENT

- 2.1 As consideration for performance of the duties described herein, County shall pay Contractor the sum stated in Final Pricing, attached hereto and incorporated herein as Exhibit "A." Payment shall be made as set forth in the RFP and or the Best and Final Offer.
- 2.2 Payment under this Contract shall be made in the manner provided by law. Invoices shall be prepared and submitted in accordance with the instructions provided on the purchase order. Invoices shall contain the following information: purchase order number, item numbers, description of supplies and/or services, sizes quantities, unit prices, and extended totals and applicable sales/use tax. The County is not subject to excise tax.

3.0 DUTIES

- 3.1 The Contractor shall perform all duties stated in the Agreed Scope of Work, attached hereto and incorporated herein as Exhibit "B."
- 3.2 Contractor shall perform services at the location(s) and time(s) stated in Exhibit "B," or in the purchase order requesting such services.
- 3.3 During the Contract term, County shall provide Contractor's personnel with adequate workspace for consultants and such other related facilities as may be required by Contractor to carry out its contractual obligations.

4.0 TERMS & CONDITIONS

4.1 INDEMNIFICATION AND INSURANCE:

4.1.1 **INDEMNIFICATION**

4.1.2 Indemnification.

To the fullest extent permitted by law, Contractor shall defend, indemnify, and hold harmless the County, its agents, representatives, officers, directors, officials, and employees from and against all claims, damages, losses and expenses, including but not limited to attorney fees and costs, relating to this Contract.

The amount and type of insurance coverage requirements set forth herein will in no way be construed as limiting the scope of the indemnity in this paragraph.

4.1.3 **Abrogation of Arizona Revised Statutes Section 34-226:**

In the event that A.R.S. § 34-226 shall be repealed or held unconstitutional or otherwise invalid by a court of competent jurisdiction, then to the fullest extent permitted by law, **CONTRACTOR** shall defend, indemnify and hold harmless **COUNTY**, its agents, representatives, officers, directors, officials and employees from and against all claims, damages, losses and expenses (including but not limited to attorney fees, court costs, and the cost of appellate proceedings), relating to, arising out of, or resulting from **CONTRACTOR'S** work or services. **CONTRACTOR'S** duty to defend, indemnify and hold harmless, **COUNTY**, its agents, representatives, officers, directors, officials and employees shall arise in connection with any claim, damage, loss or expense that is attributable to bodily injury, sickness, disease, death, injury to, impairment or destruction of property including loss of use resulting therefrom, caused in whole or in part by any act or omission of **CONTRACTOR**, anyone **CONTRACTOR** directly or indirectly employs or anyone for whose acts **CONTRACTOR** may be liable, regardless of whether it is caused in part by a party indemnified hereunder, including **COUNTY**.

The scope of this indemnification does not extend to the sole negligence of **COUNTY**.

4.1.4 Insurance Requirements.

CONTRACTOR, at **CONTRACTOR'S** own expense, shall purchase and maintain the herein stipulated minimum insurance from a company or companies duly licensed by the State of Arizona and possessing a current A.M. Best, Inc. rating of B++6. In lieu of State of Arizona licensing, the stipulated insurance may be purchased from a company or companies which are authorized to do business in the State of Arizona, provided that said insurance companies meet the approval of **COUNTY**. The form of any insurance policies and forms must be acceptable to **COUNTY**.

All insurance required herein shall be maintained in full force and effect until all work or service required to be performed under the terms of the Contract is satisfactorily completed and formally accepted. Failure to do so may, at the sole discretion of **COUNTY**, constitute a material breach of this Contract.

CONTRACTOR'S insurance shall be primary insurance as respects **COUNTY**, and any insurance or self-insurance maintained by **COUNTY** shall not contribute to it.

Any failure to comply with the claim reporting provisions of the insurance policies or any breach of an insurance policy warranty shall not affect coverage afforded under the insurance policies to protect **COUNTY**.

The insurance policies may provide coverage, which contains deductibles or self-insured retentions. Such deductible and/or self-insured retentions shall not be applicable with

respect to the coverage provided to **COUNTY** under such policies. **CONTRACTOR** shall be solely responsible for the deductible and/or self-insured retention and **COUNTY**, at its option, may require **CONTRACTOR** to secure payment of such deductibles or self-insured retentions by a surety bond or an irrevocable and unconditional letter of credit.

COUNTY reserves the right to request and to receive, within 10 working days, certified copies of any or all of the herein required insurance policies and/or endorsements. **COUNTY** shall not be obligated, however, to review such policies and/or endorsements or to advise **CONTRACTOR** of any deficiencies in such policies and endorsements, and such receipt shall not relieve **CONTRACTOR** from, or be deemed a waiver of **COUNTY'S** right to insist on strict fulfillment of **CONTRACTOR'S** obligations under this Contract.

The insurance policies required by this Contract, except Workers' Compensation, shall name **COUNTY**, its agents, representatives, officers, directors, officials and employees as Additional Insureds.

The policies required hereunder, except Workers' Compensation, shall contain a waiver of transfer of rights of recovery (subrogation) against **COUNTY**, its agents, representatives, officers, directors, officials and employees for any claims arising out of **CONTRACTOR'S** work or service.

4.1.4.1 Commercial General Liability. **CONTRACTOR** shall maintain Commercial General Liability Insurance (CGL) and, if necessary, Commercial Umbrella Insurance with a limit of not less than \$1,000,000 for each occurrence with a \$2,000,000 Products/Completed Operations Aggregate and a \$2,000,000 General Aggregate Limit. The policy shall include coverage for bodily injury, broad form property damage, personal injury, products and completed operations and blanket contractual coverage including, but not limited to, the liability assumed under the indemnification provisions of this Contract which coverage will be at least as broad as Insurance Service Office, Inc. Policy Form CG 00 01 10 93 or any replacements thereof. There shall be no endorsement or modification of the CGL limiting the scope of coverage for liability arising from explosion, collapse, or underground property damage.

The policy shall contain a severability of interest provision, and shall not contain a sunset provision or commutation clause, or any provision which would serve to limit third party action over claims.

The CGL and the commercial umbrella coverage, if any, additional insured endorsement shall be at least as broad as the Insurance Service Office, Inc.'s Additional Insured, Form CG 20 10 10 01, and shall include coverage for **CONTRACTOR'S** operations and products.

4.1.4.2 Automobile Liability. **CONTRACTOR** shall maintain Automobile Liability Insurance and, if necessary, Commercial Umbrella Insurance with a combined single limit for bodily injury and property damage of no less than \$1,000,000, each occurrence, with respect to **CONTRACTOR'S** vehicles (including owned, hired, non-owned), assigned to or used in the performance of this Contract. If hazardous substances, materials, or wastes are to be transported, MCS 90 endorsement shall be included and \$5,000,000 per accident limits for bodily injury and property damage shall apply.

4.1.4.3 Workers' Compensation. **CONTRACTOR** shall carry Workers' Compensation insurance to cover obligations imposed by federal and state statutes having jurisdiction of **CONTRACTOR'S** employees engaged in the performance of the work or services, as well as Employer's Liability insurance of not less than

\$100,000 for each accident, \$100,000 disease for each employee, and \$500,000 disease policy limit.

CONTRACTOR waives all rights against **COUNTY** and its agents, officers, directors and employees for recovery of damages to the extent these damages are covered by the Workers' Compensation and Employer's Liability or commercial umbrella liability insurance obtained by **CONTRACTOR** pursuant to this agreement.

In case any work is subcontracted, **CONTRACTOR** will require the Subcontractor to provide Workers' Compensation and Employer's Liability insurance to at least the same extent as required of **CONTRACTOR**.

4.1.5 Certificates of Insurance.

4.1.5.1 Prior to commencing work or services under this Contract, Contractor shall furnish the County with certificates of insurance, or formal endorsements as required by the Contract in the form provided by the County, issued by Contractor's insurer(s), as evidence that policies providing the required coverage, conditions and limits required by this Contract are in full force and effect. Such certificates shall identify this contract number and title.

4.1.5.2 Prior to commencing work or services under this Contract, Contractor shall have insurance in effect as required by the Contract in the form provided by the County, issued by Contractor's insurer(s), as evidence that policies providing the required coverage, conditions and limits required by this Contract are in full force and effect. Such certificates shall be made available to the County upon 48 hours notice. **BY SIGNING THE AGREEMENT PAGE THE CONTRACTOR AGREES TO THIS REQUIREMENT AND FAILURE TO MEET THIS REQUIREMENT WILL RESULT IN CANCELLATION OF CONTRACT.**

In the event any insurance policy(ies) required by this contract is(are) written on a "claims made" basis, coverage shall extend for two years past completion and acceptance of **CONTRACTOR'S** work or services and as evidenced by annual Certificates of Insurance.

If a policy does expire during the life of the Contract, a renewal certificate must be sent to **COUNTY** fifteen (15) days prior to the expiration date.

4.1.5.3 Cancellation and Expiration Notice.

Insurance required herein shall not be permitted to expire, be canceled, or materially changed without thirty (30) days prior written notice to the County.

4.2 **PROCUREMENT CARD ORDERING CAPABILITY:**

It is the intent of Maricopa County to utilize the Bank of America MasterCard Procurement Card, or other procurement card that may be used by the County from time to time, to place and make payment for orders under the Contract.

4.3 **INTERNET ORDERING CAPABILITY:**

It is the intent of Maricopa County at its option to utilize the Internet to place orders under this Contract.

4.4 NOTICES:

All notices given pursuant to the terms of this Contract shall be addressed to:

For County:

Maricopa County
Department of Materials Management
Attn: Director of Purchasing
320 West Lincoln Street
Phoenix, Arizona

For Contractor:

Sage Counseling, Inc..
Attn: Stephen Grams
303 N. Centennial Way, Suite 250
Mesa, Arizona 85201

4.5 REQUIREMENTS CONTRACT:

Contractor signifies its understanding and agreement by signing this document, that this Contract is a requirements contract. This Contract does not guarantee any purchases will be made. Orders will only be placed when County identifies a need and issues a purchase order.

Contractor shall take no action under this Contract unless specifically requested by County, which shall submit a written purchase order to Contractor requesting that work be performed or product be delivered.

County reserves the right to cancel purchase orders within a reasonable period of time after issuance. Should a purchase order be canceled, the County agrees to reimburse the Contractor for actual and documented costs incurred by the Contractor pursuant to the purchase order. The County will not reimburse the Contractor for any costs incurred after receipt of cancellation, or for lost profits, or shipment of product or performance of services prior to issuance of a purchase order.

Contractor agrees to accept verbal cancellation of purchase orders.

4.6 ESCALATION:

Any requests for reasonable price adjustments must be submitted thirty (30) days prior to the Contract expiration date. Requests for adjustment in cost of labor and/or materials must be supported by appropriate documentation. If County agrees to the adjusted price terms, County shall issue written approval of the change. The reasonableness of the request will be determined by comparing the request with the Producer Price Index or by performing a market survey.

4.7 TERMINATION:

County may unconditionally terminate this Contract for convenience by providing thirty (30) calendar days advance notice to the Contractor.

County may terminate this Contract if Contractor fails to pay any charge when due or fails to perform or observe any other material term or condition of the Contract, and such failure continues for more than ten (10) days after receipt of written notice of such failure from County, or if Contractor becomes insolvent or generally fails to pay its debts as they mature.

4.8 STATUTORY RIGHT OF CANCELLATION FOR CONFLICT OF INTEREST:

Notice is given that pursuant to A.R.S. § 38-511 the County may cancel this Contract without penalty or further obligation within three years after execution of the contract, if any person significantly involved in initiating, negotiating, securing, drafting or creating the contract on behalf of the County is at any time while the Contract or any extension of the Contract is in effect, an employee or agent of any other party to the Contract in any capacity or consultant to any other party of the Contract with respect to the subject matter of the Contract. Additionally, pursuant to A.R.S § 38-511 the County may recoup any fee or commission paid or due to any person significantly involved in initiating, negotiating, securing, drafting or creating the contract on behalf of the County from any other party to the contract arising as the result of the Contract.

4.9 OFFSET FOR DAMAGES;

In addition to all other remedies at law or equity, the County may offset from any money due to the Contractor any amounts Contractor owes to the County for damages resulting from breach or deficiencies in performance under this contract.

4.10 ADDITIONS/DELETIONS OF SERVICE:

The County reserves the right to add and/or delete products and/or services provided under this Contract. If a requirement is deleted, payment to the Contractor will be reduced proportionately to the amount of service reduced in accordance with the proposal price. If additional services and/or products are required from this Contract, prices for such additions will be negotiated between the Contractor and the County.

4.11 SUBCONTRACTING:

The Contractor may not assign this Contract or subcontract to another party for performance of the terms and conditions hereof without the written consent of the County, which shall not be unreasonably withheld. All correspondence authorizing subcontracting must reference the Proposal Serial Number and identify the job project.

4.12 AMENDMENTS:

All amendments to this Contract must be in writing and signed by both parties.

4.13 RETENTION OF RECORDS:

The Contractor agrees to retain all financial books, records, and other documents relevant to this Contract for five (5) years after final payment or until after the resolution of any audit questions which could be more than five (5) years, whichever is longer. The County, Federal or State auditors and any other persons duly authorized by the Department shall have full access to, and the right to examine, copy and make use of, any and all said materials.

If the Contractor's books, records and other documents relevant to this Contract are not sufficient to support and document that requested services were provided, the Contractor shall reimburse Maricopa County for the services not so adequately supported and documented.

4.14 AUDIT DISALLOWANCES:

If at any time County determines that a cost for which payment has been made is a disallowed cost, such as overpayment, County shall notify the Contractor in writing of the disallowance. County shall also state the means of correction, which may be but shall not be limited to adjustment of any future claim submitted by the Contractor by the amount of the disallowance, or to require repayment of the disallowed amount by the Contractor.

4.15 VALIDITY:

The invalidity, in whole or in part, of any provision of the Contract shall not void or affect the validity of any other provision of this Contract.

4.16 RIGHTS IN DATA:

The County shall have the use of data and reports resulting from this Contract without additional cost or other restriction except as provided by law. Each party shall supply to the other party, upon request, any available information that is relevant to this Contract and to the performance hereunder.

4.17 VERIFICATION REGARDING COMPLIANCE WITH ARIZONA REVISED STATUTES §41-4401 AND FEDERAL IMMIGRATION LAWS AND REGULATIONS:

4.17.1 By entering into the Contract, the Contractor warrants compliance with the Federal Immigration and Nationality Act (FINA using e-verify) and all other Federal immigration laws and regulations related to the immigration status of its employees. The contractor shall obtain statements from its subcontractors certifying compliance and shall furnish the statements to the Procurement Officer upon request. These warranties shall remain in effect through the term of the Contract. The Contractor and its subcontractors shall also maintain Employment Eligibility Verification forms (I-9) as required by the U.S. Department of Labor's Immigration and Control Act, for all employees performing work under the Contract and verify employee compliance using the F-verify system. I-9 forms are available for download at USCIS.GOV.

4.17.2 The County may request verification of compliance for any contractor or subcontractor performing work under the Contract. Should the County suspect or find that the Contractor or any of its subcontractors are not in compliance, the County may pursue any and all remedies allowed by law, including, but not limited to: suspension of work, termination of the Contract for default, and suspension and/or department of the Contractor. All costs necessary to verify compliance are the responsibility of the Contractor.

4.18 VERIFICATION REGARDING COMPLIANCE WITH ARIZONA REVISED STATUTES §§35-391.06 AND 35-393.06 BUSINESS RELATIONS WITH SUDAN AND IRAN:

4.18.1 By entering into the Contract, the Contractor certifies it does not have scrutinized business operations in Sudan or Iran. The contractor shall obtain statements from its subcontractors certifying compliance and shall furnish the statements to the Procurement Officer upon request. These warranties shall remain in effect through the term of the Contract.

4.18.2 The County may request verification of compliance for any contractor or subcontractor performing work under the Contract. Should the County suspect or find that the Contractor or any of its subcontractors are not in compliance, the County may pursue any and all remedies allowed by law, including, but not limited to: suspension of work, termination of the Contract for default, and suspension and/or department of the Contractor. All costs necessary to verify compliance are the responsibility of the Contractor.

4.19 CONTRACTOR LICENSE REQUIREMENT:

4.19.1 The Respondent shall procure all permits, licenses and pay the charges and fees necessary and incidental to the lawful conduct of his business. The Respondent shall keep fully informed of existing and future Federal, State and Local laws, ordinances, and regulations which in any manner affect the fulfillment of a Contract and shall comply with the same.

4.19.2 Respondents furnishing finished products, materials or articles of merchandise that will require installation or attachment as part of the Contract, shall possess any licenses required. A Respondent is not relieved of its obligation to possess the required licenses by subcontracting of the labor portion of the Contract. Respondents are advised to contact the Arizona Registrar of Contractors, Chief of Licensing, at (602) 542-1502 to ascertain licensing requirements for a particular contract. Respondents shall identify which license(s), if any, the Registrar of Contractors requires for performance of the Contract.

4.20 INTEGRATION

This Contract represents the entire and integrated agreement between the parties and supersedes all prior negotiations, proposals, communications, understandings, representations, or agreements, whether oral or written, express or implied.

IN WITNESS WHEREOF, this Contract is executed on the date set forth above.

CONTRACTOR

AUTHORIZED SIGNATURE

PRINTED NAME AND TITLE

ADDRESS

DATE

MARICOPA COUNTY

BY: _____
DIRECTOR, MATERIALS MANAGEMENT

DATE

BY: _____
CHAIRMAN, BOARD OF SUPERVISORS

DATE

ATTESTED:

CLERK OF THE BOARD

DATE

APPROVED AS TO FORM:

MARICOPA COUNTY ATTORNEY

DATE

**EXHIBIT A
PRICING**

SERIAL **05017-RFP**

PRICING SHEET **NIGP CODE 9522103**

BIDDER NAME: SAGE Counseling , Inc.

F.I.D./VENDOR #: #86-1013435 W 00000 1970

BIDDER ADDRESS: 303 N. Centennial Way Suite 250, Mesa, AZ 85201

P.O. ADDRESS: _____

BIDDER PHONE #: (480) 649-3352

BIDDER FAX #: (480) 649-3358

COMPANY WEB SITE: www.sagecounseling.net

COMPANY CONTACT (REP): Stephen Grams

E-MAIL ADDRESS (REP): info@sagecounseling.net

WILLING TO ACCEPT FUTURE SOLICITATIONS VIA EMAIL: YES NO

ACCEPT PROCUREMENT CARD: YES NO

REBATE (CASH OR CREDIT) FOR UTILIZING PROCUREMENT CARD: YES NO % REBATE
(Payment shall be made within 48 hrs utilizing the Purchasing Card)

INTERNET ORDERING CAPABILITY: YES NO % DISCOUNT

PAYMENT TERMS: BIDDER IS **REQUIRED TO SELECT** ONE OF THE FOLLOWING.
TERMS WILL BE CONSIDERED IN DETERMINING LOW BID.

FAILURE TO CHOOSE A TERM WILL RESULT IN A DEFAULT TO NET 30.

BIDDER MUST INITIAL THE SELECTION BELOW.

- NET 10 _____
- NET 15 _____
- NET 20 _____
- NET 30 _____
- NET 45 _____
- NET 60 _____
- NET 90 _____
- 2% 10 DAYS NET 30 _____
- 1% 10 DAYS NET 30 _____
- 2% 30 DAYS NET 31 _____
- 1% 30 DAYS NET 31 _____
- 5% 30 DAYS NET 31 _____

INDICATE PERCENTAGE OF M/WBE PARTICIPATION IF ANY HERE: 0 %

PLEASE INDICATE HOW YOU HEARD ABOUT THIS SOLICITATION:

- NEWSPAPER ADVERTISEMENT
- MARICOPA COUNTY WEB SITE
- PRE-SOLICITATION NOTICE
- OTHER (PLEASE SPECIFY)

1.0 PRICING:

ITEM DESCRIPTION

Proposers/Respondents shall offer a fee/rate on a cost per individual client basis. Fee rate offered which exceed \$100.00 per individual client, will not be considered. Respondent/Proposer is encouraged to offer competitive fees/rates. Group preparation, supplementary individual counseling, and documentation time shall be considered part of, and included in the fee/rate offered.

1.1 Inmate Crisis Counseling per the proposer's/respondent's proposal, in accordance with the statement of work as defined herein, per individual client/session.

\$100/client session

**EXHIBIT B
SCOPE OF WORK
05017 - RFP**

2.0 SCOPE OF WORK

2.1 Crisis Counseling Qualifications: 2.1.1 through 2.1.4; The *SAGE Counseling's* facilitators that would provide direct services under this contract will possess a master's degree in a human services field or receive clinical supervision from a Ph.D. or Masters level supervisor. Our counselors will also be state certified/licensed, or eligible for licensure, and have a minimum of two years or 2000 hours of related experience. We will always have at least one bilingual (Spanish/English) counselor available

Copies of resumes, college diplomas, and professional certifications/licenses for *SAGE's* management staff and the counselors that would provide clinical services are included in section 3.12.5 Qualifications: Tab #5. *SAGE Counseling* is licensed by the Arizona Department of Health Services, Office of Behavioral Health Licensing, as an Outpatient Clinic: BH-2139. (Please see Other Data, Tab #6 for a copy of our license.)

SAGE currently provides cognitive-behaviorally based programming for MCSO for various inmate populations. We have several counselors on staff who have extensive training and experience in providing counseling for criminal offenders (both in incarcerated settings and in the community); this is the primary focus and work of our agency.

We have held the Drug Treatment & Education Fund, Substance Abuse Treatment Contract with MCAPD (Proposition 200) for over six years, and each year several of our clinical staff have participated in training sessions that were provided by the Probation Department for those services. In addition, we have held several in-service trainings for our staff covering various topics related to clinical intervention with criminal offenders.

2.2 Credentials Verification: 2.2.1 through 2.2.5; We have included resumes, college diplomas, and copies of professional licenses for our management staff and for the personnel that would be providing direct services. Please see the section 3.12.5 Qualifications, Tab #5, for a spreadsheet on those staff members.

As we have done in the past, we agree to comply fully with all of the requirements regarding background checks and security clearances as outlined in these sections, including submitting background check release forms, attending MCSO's security classes, and notifying MCSO of all material changes in personnel or program content.

Our counselors are highly professional and have extensive knowledge of cognitive-behavioral theory, motivational interviewing, social learning theory, and forensic treatment issues. They also have experience and training in working with various client populations, cultures, ethnicities, and backgrounds (especially those in the criminal justice system.)

2.3 Parameters: 2.3.1 through 2.3.4; We agree to provide crisis on-call counseling services for all three (3) specific client groups that may be referred by the MCSO Custody Support Division's ALPHA or Education Section staff: juvenile males; adult females, and adult males. We will also provide these services to other inmate populations, such as juvenile females or adult special-education inmates, if requested. *SAGE* currently provides counseling for MCSO with all of these inmate groups.

We will provide gender-specific and Spanish-speaking services. *SAGE* currently provides both gender-specific and Spanish language counseling for criminal offenders in both incarcerated and out-patient settings.

We agree to be available on all days, including weekends and Holidays. We will provide a reasonable response time for these crisis services, always responding in less than twenty-four (24) hours, when requested. We will also be responsive to requests for shorter response times, when needed.

In responding to referrals for crisis counseling, we will:

1. Review the presenting problem and current situation with the appropriate MCSO staff member;
2. Meet with the inmate to assess the severity of his/her problem/crisis;
3. Identify resistance and/or barriers with the client;
4. Collaboratively assess the clinical issues and potential risk factors; and
5. Provide additional counseling, as needed, to achieve the referring parties' goals.

Our general goals with the inmates will be to:

1. Stabilize and/or alleviate the inmates' specific crisis situation;
2. Support their return to their previous level of functioning;
3. Facilitate their return to, and success in, the programs in which they were participating;
4. Assist in improving their overall functioning by teaching them coping skills that address the current problem and can also be utilized with future stressors and problems;
5. Support skill development that enhances pro-social functioning; and
6. Report our findings, interventions, and recommendations to the appropriate MCSO staff.

2.4 Services: 2.4.1.1 through 2.4.1.5; In providing these services, we will establish a strong learning environment that provides the approach and interventions described in these sections of the RFP. At *SAGE*, we have long been utilizing Best Practice approaches for counseling criminal justice clients in order to achieve these treatment goals.

We will present realistic goals that allow clients to objectively contrast their past and current behavior and attitudes with more pro-social choices that will better serve them and their community. In addition to challenging their current thinking and behavior, we will present strategies that offer realistic opportunities for change.

Developing clients' discrepancy, managing their ambivalence, and supporting self-efficacy are key components of the Motivational Interviewing approach that we employ regularly with our criminal offending clients (see section 2.4.2 below and Other Data, Tab #6, for additional material regarding our use of Motivational Interviewing.) These are essential aspects of developing an effective therapeutic connection that fosters personal accountability, a commitment to change, and the clients' integration of new concepts and skills.

Rather than trying to coerce or intimidate clients to change, we strive to motivate them to want to change themselves. Our effort is to meet defendants where they are in the Stages of Change continuum (precontemplation; contemplation; preparation; action; and maintenance), work collaboratively with them to identify personal barriers, increase their ambivalence about their resistance and past lifestyle, improve their self-efficacy, challenge them (supportively) with viable, alternative goals, and move them toward greater "readiness for change" and prosocial lifestyles. We employ Miller's five basic principles: *express empathy; develop discrepancy; avoid argumentation; roll with resistance; and support self-efficacy*, which allows us to maintain that critical balance between accountability and collaboration.

For this contract, we will focus on the immediate issue(s) that led to the referral for crisis counseling (for example, depression, excessive anxiety, stress, grief, or other mental health conditions) in order to best facilitate the inmate's improved well-being, general functioning, and return to normal programming, when appropriate.

2.4 Services: 2.4.2 through 2.4.7; We agree to report the results of our counseling services to the appropriate Division staff, which will include identifying the clients' personal crisis issues, resistances, barriers, challenges to change, and needed interventions.

In all our programming and services, our overall goals include teaching clients key skills in order to reduce criminal thinking, criminal behavior (including substance abuse and domestic violence), and recidivism. These skills include anger management, assertiveness, stress management, empathy, taking responsibility, effective communication, relationship enhancement, problem solving, decision-making, using positive self-talk, and various skills for avoiding substance use. As part of the counseling, we periodically reassess the clients' amenability to the treatment process and making positive changes.

Our treatment is designed to encourage and assist clients to replace maladaptive behavior with more adaptive, pro-social thinking and behavior. This occurs most quickly when clients are able to:

- Experience ambivalence about their problematic behavior;
- Increase awareness and acceptance of the long-term risks and negative consequences of continuing their past coping strategies and behaviors;
- Increase their self-awareness about the linkages between their thinking, feeling, and behavior;
- Learn about their own automatic thinking, thinking errors, permissions-giving attitudes, and other maladaptive beliefs;
- Improve their understanding of their personal barriers to change;
- Improve their understanding of the process and principles of change;
- Receive concrete information and instruction about skills and techniques for making such changes; and
- Practice alternative, effective coping behaviors in a supportive, prosocial environment that holds them accountable and rewards honest, responsible choices.

We will prepare discharge summaries that provide recommendations for continuing care for whoever referred a specific client for crisis counseling.

SAGE's programming emphasizes having clients take personal responsibility for changing their destructive and antisocial behavior through identifying the attitudinal, physical, psychological, and intellectual factors that contribute to their criminal thinking and resistance to change. Clients' self-determination, empowerment, personal choice, and growing self-efficacy are always emphasized in our clinical and educational interventions.

Through various methods grounded in Motivational Interviewing and the theoretical constructs in the Stages of Change model, we strive first to build clients' motivation for treatment and second to strengthen their commitment to change. Whatever the underlying reasons for their defensive stance toward treatment and change, our effort is to meet these clients where they are in the Stages of Change continuum and work collaboratively with them to lessen resistance and move them toward greater "readiness for change."

Effective counseling with criminal offenders must find ways to maintain the delicate balance between holding them accountable and challenging them about their problematic attitudes and destructive behavior, on the one hand, and engaging them collaboratively to promote them making positive changes, on the other hand. Part of this process is to avoid power struggles that almost inevitably result from a stance of aggressively "confronting the client's denial."

Realizing that a client's readiness to change is a dynamic condition, we join-with, and respectfully but firmly challenge their current problematic beliefs and assumptions.

Our programming has the underlying goal of evoking and fostering clients' ambivalence about their problematic behavior in order to identify and overcome barriers to change. We provoke thinking about the discrepancies between a) where they wanted their lives to go and where they currently find themselves, and b) between where they want their lives to go in the future and where their current lifestyle seems to be taking them.

We acknowledge that clients may be mandated to treatment. We will work closely with MCSO Custody Support Division personnel to ensure that our programming is aligned with, and supportive of, their overall goals.

2.5 Administrative Services: 2.5.1 through 2.5.4; *SAGE* will provide MCSO staff with the following requested material:

1. accurate attendance records with notification of any absences or services refusals the day after each scheduled session;
2. daily progress reports (within 5 working days of the completion of the report period) that document client attendance, homework completion, attitude, general progress in treatment, and treatment recommendations;
3. statistical reports as defined by MCSO personnel.

MCSO staff will be notified immediately if any client does not adequately participate or is inappropriate in counseling sessions.

SAGE agrees to notify MCSO staff prior to discharging any client from treatment, except for situations in which the client's behavior jeopardizes the safety or well being of the client or anyone else. If a client is terminated from one of our programs, we will submit a written report to the appropriate MCSO personnel with 24 hours of the dismissal.

2.6 Administrative Information: 2.6.1 through 2.6.4; *SAGE* will provide the services requested in this RFP in any and all of MCSO's jail facilities (current or future,) as requested. We will also prepare, update, and report to MCSO staff the outcomes related to clients' individualized treatment plans.

SAGE acknowledges that these services will be provided on an individual client session basis at a fixed rate per session. **For this contract, we propose that an individual client session be defined as 50 to 60 minutes of direct service.** (Please see Attachment A Pricing, Tab #8 for our specific fixed rate). We acknowledge that session preparation and documentation preparation time are considered inclusive of the session rate.

2.7 Usage Report: We agree to provide a quarterly usage report that delineates the activity governed by this contract. The format of this report will be approved by the County, and it will indicate the quantity and dollar amount of each contract unit provided by *SAGE*.

2.8 Facilities: We agree to utilize the workspace provided the County.

2.9 Tax: We acknowledge that no tax shall be levied against labor and that our proposed price includes any potential taxes.

2.10 Delivery: We acknowledge that it is *SAGE*'s responsibility to meet these proposed service delivery requirements, and that the County reserves the right to obtain services on the open market (with potential price differentials being charged to *SAGE*) in the event that we fail to make service delivery.

SAGE COUNSELING, INC, 303 N CENTENNIAL WAY #250, MESA, AZ 85201

PRICING SHEET NIGP CODE 9522103

Terms: NET 30

Vendor Number: W000001970 X

Telephone Number: 480/649-3352

Fax Number: 480/649-3358

Contact Person: Stephen Grams

E-mail Address: info@sagecounseling.net

Contract Period: To cover the period ending **May 31, 2009 2011.**