

**SERIAL 09110 RFP COGNITIVE RESTRUCTURING GROUPS – MCSO  
(Contract – Sage Counseling, Inc.)**

**DATE OF LAST REVISION: April 18, 2013**

**CONTRACT END DATE: May 31, 2016**

**CONTRACT PERIOD THROUGH May 31, ~~2013~~ 2016**

TO: All Departments

FROM: Office of Procurement Services

SUBJECT: Contract for **COGNITIVE RESTRUCTURING GROUPS – 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 26, 2010**.

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.

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Wes Baysinger, Chief Procurement Officer  
Office of Procurement Services

AS/ua  
Attach

Copy to: Office of Procurement Services  
Sue Malinowsky, MCSO

(Please remove Serial 03199-RFP from your contract notebooks)

**EXHIBIT A  
PRICING**

SERIAL 09110  
 NIGP CODE: 9522101  
 RESPONDENT'S NAME: SAGE Counseling, Inc.  
 COUNTY VENDOR NUMBER : W 00000 1970  
 ADDRESS: 1860 S. Alma School Road, #101  
Mesa, AZ 85210  
 P.O. ADDRESS: \_\_\_\_\_  
 TELEPHONE NUMBER: 480 649-3352  
 FACSIMILE NUMBER: 480 649-3358  
 WEB SITE: [www.sagecounseling.net](http://www.sagecounseling.net)  
 CONTACT (REPRESENTATIVE): Stephen Grams  
 REPRESENTATIVE'S E-MAIL ADDRESS: [gramss@sagecounseling.net](mailto:gramss@sagecounseling.net)

	<u>YES</u>	<u>NO</u>	<u>REBATE</u>
WILL ALLOW OTHER GOVERNMENTAL ENTITIES TO PURCHASE FROM THIS CONTRACT	[ X ]	[ ]	
WILL ACCEPT PROCUREMENT CARD FOR PAYMENT:	[ X ]	[ ]	
WILL OFFER REBATE (CASH OR CREDIT) FOR UTILIZING PROCUREMENT CARD: (Payment shall be made within 48 hours of utilizing the Purchasing Card)	[ ]	[ X ]	_____ %

RESPONDENT IS REQUIRED TO PICK ONE OF THE FOLLOWING PAYMENT TERMS.  
 FAILURE TO INDICATE PAYMENT TERMS WILL RESULT IN A DEFAULT TO NET 30 DAYS.  
 RESPONDENT MUST INITIAL THEIR SELECTION BELOW.

- |   |   |   |
|---|---|---|
| <input type="checkbox"/> NET 10 DAYS            | <input type="checkbox"/> NET 45 DAYS            | <input type="checkbox"/> 1% 10 DAYS NET 30 DAYS |
| <input type="checkbox"/> NET 15 DAYS            | <input type="checkbox"/> NET 60 DAYS            | <input type="checkbox"/> 2% 30 DAYS NET 31 DAYS |
| <input type="checkbox"/> NET 20 DAYS            | <input type="checkbox"/> NET 90 DAYS            | <input type="checkbox"/> 1% 30 DAYS NET 31 DAYS |
| <input checked="" type="checkbox"/> NET 30 DAYS | <input type="checkbox"/> 2% 10 DAYS NET 30 DAYS | <input type="checkbox"/> 5% 30 DAYS NET 31 DAYS |

**1.0 PRICING:**

**COST PER GROUP SESSION**

1.1 Group Session (120 minutes)                      \$200.00 /Session Rate

1.2 Group Session (hourly rate)  
 (sessions less than 120 minutes)                      \$100.00 /Hourly Rate

\*REMINDER: Hourly rates greater than \$200.00 per group session will not be considered, per Section 2.1.6.3.

**SAGE COUNSELING, INC., 1830 S. ALMA SCHOOL RD, STE#101, MESA, AZ 85210**

NIGP CODE 95221

Terms:	NET 30
Vendor Number:	W000001970 X
Telephone Number:	480-649-3352
Fax Number:	480-649-3358
Contact Person:	Stephen Grams
E-mail Address:	<a href="mailto:info@sagecounseling.net">info@sagecounseling.net</a> <a href="mailto:gramss@sagecounseling.net">gramss@sagecounseling.net</a>
Certificates of Insurance	Required
Contract Period:	To cover the period ending <b>May 31, 2013 2016.</b>



## CONTRACT PURSUANT TO RFP

SERIAL 09110 -RFP

This Contract is entered into this 26<sup>th</sup> day of May, 2010 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 Cognitive Restructuring Groups services.

### 1.0 CONTRACT TERM:

- 1.1 This Contract is for a term of three (3) years, beginning on the 26th day of May, 2010 and ending the 31<sup>st</sup> day of May, ~~2013~~ 2016.
- 1.2 The County may, at its option and with the agreement of the Contractor, renew the term of this Contract for additional terms up to a maximum of three (3) years, (or at the County's sole discretion, extend the contract on a month-to-month bases for a maximum of six (6) months after expiration). The County shall notify the Contractor in writing of its intent to extend the Contract term at least thirty (30) calendar days prior to the expiration of the original contract term, or any additional term thereafter.

### 2.0 PAYMENTS:

- 2.1 As consideration for performance of the duties described herein, County shall pay Contractor the sum(s) stated in Exhibit "A." Payment shall be made as set forth in the RFP.
- 2.2 Payment shall be made upon the County's receipt of a properly completed invoice.
- 2.3 INVOICES:

2.3.1 The Contractor shall submit two (2) legible copies of their detailed invoice before payment(s) can be made. At a minimum, the invoice must provide the following information:

- Company name, address and contact
- County bill-to name and contact information
- Contract serial number
- County purchase order number
- Invoice number and date
- Payment terms
- Date of service or delivery
- Quantity
- Contract Item number(s)
- Description of service provided
- Pricing per unit of service
- Extended price
- Total Amount Due

- 2.3.2 Problems regarding billing or invoicing shall be directed to the County as listed on the Purchase Order.
- 2.3.3 Payment shall be made to the Contractor by Accounts Payable through the Maricopa County Vendor Express Payment Program. This is an Electronic Funds Transfer (EFT) process. After Award the Contractor shall fill out an EFT Enrollment form located on the County Department of Finance Website as a fillable PDF document ([www.maricopa.gov/finance/](http://www.maricopa.gov/finance/))
- 2.3.4 EFT payments to the routing and account numbers designated by the Contractor will include the details on the specific invoices that the payment covers. The Contractor is required to discuss remittance delivery capabilities with their designated financial institution for access to those details.

**3.0 AVAILABILITY OF FUNDS:**

- 3.1 The provisions of this Contract relating to payment for services shall become effective when funds assigned for the purpose of compensating the Contractor as herein provided are actually available to County for disbursement. The County shall be the sole judge and authority in determining the availability of funds under this Contract. County shall keep the Contractor fully informed as to the availability of funds.
- 3.2 If any action is taken by any state agency, Federal department or any other agency or instrumentality to suspend, decrease, or terminate its fiscal obligations under, or in connection with, this Contract, County may amend, suspend, decrease, or terminate its obligations under, or in connection with, this Contract. In the event of termination, County shall be liable for payment only for services rendered prior to the effective date of the termination, provided that such services are performed in accordance with the provisions of this Contract. County shall give written notice of the effective date of any suspension, amendment, or termination under this Section, at least ten (10) days in advance.

**4.0 DUTIES:**

- 4.1 The Contractor shall perform all duties stated in the Agreed Scope of Work, attached hereto and incorporated herein as Exhibit "B", or as otherwise directed in writing by the Procurement Officer.
- 4.2 Contractor shall perform services at the location(s) and time(s) stated in Exhibit "B", or in the purchase order requesting such services.
- 4.3 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.

**5.0 TERMS and CONDITIONS:**

**5.1 INDEMNIFICATION:**

- 5.1.1 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, expert witness fees, and the cost of appellate proceedings, relating to, arising out of, or alleged to have resulted from the negligent acts, errors, omissions, mistakes or malfeasance relating to the performance of this Contract. 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 caused by any negligent acts, errors, omissions or mistakes in the performance of this Contract by the Contractor, as well as any person or entity for whose acts, errors, omissions, mistakes or malfeasance Contractor may be legally liable.

5.1.2 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.

5.1.3 The scope of this indemnification does not extend to the sole negligence of County.

5.2 **INSURANCE REQUIREMENTS:**

5.2.1 Contractor, at Contactor'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++~~ **A+**. 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.

5.2.2 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.

5.2.3 Contractor's insurance shall be primary insurance as respects County, and any insurance or self-insurance maintained by County shall not contribute to it.

5.2.4 Any failure to comply with the claim reporting provisions of the insurance policies or any breach of an insurance policy warranty shall not affect the County's right to coverage afforded under the insurance policies.

5.2.5 The insurance policies may provide coverage that 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. Contactor 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.

5.2.6 County reserves the right to request and to receive, within 10 working days, certified copies of any or all of the herein required insurance certificates. County shall not be obligated to review 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.

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

5.2.8 The policies required hereunder, except Workers' Compensation, and Errors and Omissions, 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.

5.2.9 **Commercial General Liability.**

Commercial General Liability insurance and, if necessary, Commercial Umbrella insurance with a limit of not less than ~~\$1,000,000~~ **\$2,000,000** for each occurrence, ~~\$2,000,000~~ **\$2,000,000** Products/Completed Operations Aggregate, and ~~\$2,000,000~~ **\$4,000,000** 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, and shall not contain any provision which would serve to limit third party action over claims. 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.

5.2.10 Automobile Liability.

Commercial/Business Automobile Liability insurance and, if necessary, Commercial Umbrella insurance with a combined single limit for bodily injury and property damage of not less than ~~\$1,000,000~~ **\$2,000,000** each occurrence with respect to any of the Contractor's owned, hired, and non-owned vehicles assigned to or used in performance of the Contractor's work or services under this Contract.

5.2.11 Workers' Compensation.

5.2.11.1 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 under this Contract; and Employer's Liability insurance of not less than ~~\$100,000~~ **\$1,000,000** for each accident, ~~\$100,000~~ **\$1,000,000** disease for each employee, and ~~\$500,000~~ **\$1,000,000**.

5.2.11.2 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 Contract.

5.2.12 Errors and Omissions Insurance.

Errors and Omissions insurance and, if necessary, Commercial Umbrella insurance, which will insure and provide coverage for errors or omissions of the Contractor, with limits of no less than \$1,000,000 for each claim.

5.2.13 Certificates of Insurance.

5.2.13.1 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.

5.2.13.2 In the event any insurance policy (ies) required by this Contract is (are) written on a "claims made" basis, coverage shall extend for two (2) years past completion and acceptance of Contractor's work or services and as evidenced by annual Certificates of Insurance.

5.2.13.3 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.

5.2.14 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.

5.3 **PROCUREMENT CARD ORDERING CAPABILITY:**

The County may determine to use a MasterCard Procurement Card, to place and make payment for orders under the Contract.

5.4 INTERNET ORDERING CAPABILITY:

The County intends, at its option, to use the Internet to communicate and to place orders under this Contract.

5.5 NOTICES:

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

For County:

Maricopa County  
**Office of Procurement Services**  
Attn: Director of Purchasing  
320 West Lincoln Street  
Phoenix, Arizona 85003-2494

For Contractor:

SAGE Counseling, Inc.  
Attn: Stephen Grams  
1830 S. Alma School Road, #101  
Mesa, AZ 85210

5.6 REQUIREMENTS CONTRACT:

5.6.1 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 (minimum or maximum). Orders will only be placed when County identifies a need and issues a purchase order or a written notice to proceed.

5.6.2 County reserves the right to cancel purchase orders or notice to proceed within a reasonable period of time after issuance. Should a purchase order or notice to proceed be canceled, the County agrees to reimburse the Contractor for actual and documented costs incurred by the Contractor. The County will not reimburse the Contractor for any avoidable 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 or notice to proceed.

5.6.3 Purchase orders will be cancelled in writing.

5.7 TERMINATION FOR CONVENIENCE:

The County reserves the right to terminate the Contract, in whole or in part at any time, when in the best interests of the County without penalty or recourse. Upon receipt of the written notice, the Contractor shall immediately stop all work, as directed in the notice, notify all subcontractors of the effective date of the termination and minimize all further costs to the County. In the event of termination under this paragraph, all documents, data and reports prepared by the Contractor under the Contract shall become the property of and be delivered to the County upon demand. The Contractor shall be entitled to receive just and equitable compensation for work in progress, work completed and materials accepted before the effective date of the termination.

5.8 TERMINATION FOR DEFAULT:

5.8.1 In addition to the rights reserved in the Contract, the County may terminate the Contract in whole or in part due to the failure of the Contractor to comply with any term or condition of the Contract, to acquire and maintain all required insurance policies, bonds, licenses and permits, or to make satisfactory progress in performing the Contract. The

Procurement Officer shall provide written notice of the termination and the reasons for it to the Contractor.

5.8.2 Upon termination under this paragraph, all goods, materials, documents, data and reports prepared by the Contractor under the Contract shall become the property of and be delivered to the County on demand.

5.8.3 The County may, upon termination of this Contract, procure, on terms and in the manner that it deems appropriate, materials or services to replace those under this Contract. The Contractor shall be liable to the County for any excess costs incurred by the County in procuring materials or services in substitution for those due from the Contractor.

5.8.4 The Contractor shall continue to perform, in accordance with the requirements of the Contract, up to the date of termination, as directed in the termination notice.

5.9 **TERMINATION BY THE COUNTY:**

**If the Contractor should be adjudged bankrupt or should make a general assignment for the benefit of its creditors, or if a receiver should be appointed on account of its insolvency, the County may terminate the Contract. If the Contractor should persistently or repeatedly refuse or should fail, except in cases for which extension of time is provided, to provide enough properly skilled workers or proper materials, or persistently disregard laws and ordinances, or not proceed with work or otherwise be guilty of a substantial violation of any provision of this Contract, then the County may terminate the Contract. Prior to termination of the Contract, the County shall give the Contractor fifteen- (15) calendar day's written notice. Upon receipt of such termination notice, the Contractor shall be allowed fifteen (15) calendar days to cure such deficiencies.**

5.10 **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.

5.11 **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.

5.12 **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.

5.13 **RELATIONSHIPS:**

In the performance of the services described herein, the Contractor shall act solely as an independent contractor, and nothing herein or implied herein shall at any time be construed as to

create the relationship of employer and employee, partnership, principal and agent, or joint venture between the District and the Contractor.

5.14 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.

5.15 AMENDMENTS:

All amendments to this Contract shall be in writing and approved/signed by both parties. Maricopa County **Office of Procurement Services** shall be responsible for approving all amendments for Maricopa County.

5.16 RETENTION OF RECORDS:

5.16.1 The Contractor agrees to retain all financial books, records, and other documents relevant to this Contract for six (6) years after final payment or until after the resolution of any audit questions which could be more than six (6) 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.

5.16.2 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.

5.17 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.

5.18 ALTERNATIVE DISPUTE RESOLUTION:

5.18.1 After the exhaustion of the administrative remedies provided in the Maricopa County Procurement Code, any contract dispute in this matter is subject to compulsory arbitration. Provided the parties participate in the arbitration in good faith, such arbitration is not binding and the parties are entitled to pursue the matter in state or federal court sitting in Maricopa County for a de novo determination on the law and facts. If the parties cannot agree on an arbitrator, each party will designate an arbitrator and those two arbitrators will agree on a third arbitrator. The three arbitrators will then serve as a panel to consider the arbitration. The parties will be equally responsible for the compensation for the arbitrator(s). The hearing, evidence, and procedure will be in accordance with Rule 74 of the Arizona Rules of Civil Procedure. Within ten (10) days of the completion of the hearing the arbitrator(s) shall:

5.18.1.1 Render a decision;

5.18.1.2 Notify the parties that the exhibits are available for retrieval; and

5.18.1.3 Notify the parties of the decision in writing (a letter to the parties or their counsel shall suffice).

5.18.2 Within ten (10) days of the notice of decision, either party may submit to the arbitrator(s) a proposed form of award or other final disposition, including any form of award for

attorneys' fees and costs. Within five (5) days of receipt of the foregoing, the opposing party may file objections. Within ten (10) days of receipt of any objections, the arbitrator(s) shall pass upon the objections and prepare a signed award or other final disposition and mail copies to all parties or their counsel.

5.18.3 Any party which has appeared and participated in good faith in the arbitration proceedings may appeal from the award or other final disposition by filing an action in the state or federal court sitting in Maricopa County within twenty (20) days after date of the award or other final disposition. Unless such action is dismissed for failure to prosecute, such action will make the award or other final disposition of the arbitrator(s) a nullity.

5.19 SEVERABILITY:

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

5.20 RIGHTS IN DATA:

The County shall own have the use of all 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.

5.21 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.

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

5.22.1 By entering into the Contract, the Contractor warrants compliance with the Immigration and Nationality Act (INA 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 Immigration Reform and Control Act of 1986, as amended from time to time, for all employees performing work under the Contract and verify employee compliance using the E-verify system. I-9 forms are available for download at USCIS.GOV.

5.22.2 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 debarment of the Contractor. All costs necessary to verify compliance are the responsibility of the Contractor.

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

5.23.1 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.

5.23.2 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 debarment of the Contractor. All costs necessary to verify compliance are the responsibility of the Contractor.

5.24 **CONTRACTOR LICENSE REQUIREMENT:**

5.24.1 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.

5.24.2 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) 542-1525 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.

5.25 **CERTIFICATION REGARDING DEBARMENT AND SUSPENSION**

5.25.1 The undersigned (authorized official signing for the Contractor) certifies to the best of his or her knowledge and belief, that the Contractor, defined as the primary participant in accordance with 45 CFR Part 76, and its principals:

5.25.1.1 are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal Department or agency;

5.25.1.2 have not within 3-year period preceding this Contract been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

5.25.1.3 are not presently indicted or otherwise criminally or civilly charged by a government entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (2) of this certification; and

5.25.1.4 have not within a 3-year period preceding this Contract had one or more public transaction (Federal, State or local) terminated for cause of default.

5.25.2 Should the Contractor not be able to provide this certification, an explanation as to why should be attached to the Contract.

5.25.3 The Contractor agrees to include, without modification, this clause in all lower tier covered transactions (i.e. transactions with subcontractors) and in all solicitations for lower tier covered transactions related to this Contract.

5.26 **PRICES:**

Contractor warrants that prices extended to County under this Contract are no higher than those paid by any other customer for these or similar services.

5.27 GOVERNING LAW:

This Contract shall be governed by the laws of the state of Arizona. Venue for any actions or lawsuits involving this Contract will be in Maricopa County Superior Court or in the United States District Court for the District of Arizona, sitting in Phoenix, Arizona

5.28 ORDER OF PRECEDENCE:

In the event of a conflict in the provisions of this Contract and Contractor's license agreement, if applicable, the terms of this Contract shall prevail.

5.29 INCORPORATION OF DOCUMENTS:

The following are to be attached to and made part of this Contract:

5.29.1 Exhibit A, Pricing; and

5.29.2 Exhibit B, Scope of Work.

5.30 INFLUENCE

**As prescribed in MC1-1202 of the Maricopa County Procurement Code, any effort to influence an employee or agent to breach the Maricopa County Ethical Code of Conduct or any ethical conduct, may be grounds for Disbarment or Suspension under MC1-902.**

**An attempt to influence includes, but is not limited to:**

**5.30.1 A Person offering or providing a gratuity, gift, tip, present, donation, money, entertainment or educational passes or tickets, or any type valuable contribution or subsidy,**

**5.30.2 That is offered or given with the intent to influence a decision, obtain a contract, garner favorable treatment, or gain favorable consideration of any kind.**

**If a Person attempts to influence any employee or agent of Maricopa County, the Chief Procurement Officer, or his designee, reserves the right to seek any remedy provided by the Maricopa County Procurement Code, any remedy in equity or in the law, or any remedy provided by this contract.**

5.31 STRATEGIC ALLIANCE for VOLUME EXPENDITURES (\$AVE)

The County is a member of the \$AVE cooperative purchasing group. \$AVE includes the State of Arizona, many Phoenix metropolitan area municipalities, and many K-12 unified school districts. Under the \$AVE Cooperative Purchasing Agreement, and with the concurrence of the successful Respondent under this solicitation, a member of \$AVE may access a contract resulting from a solicitation issued by the County. If you do not want to grant such access to a member of \$AVE, please so state in your proposal. In the absence of a statement to the contrary, the County will assume that you do wish to grant access to any contract that may result from this Request for Proposal.

5.32 INTERGOVERNMENTAL COOPERATIVE PURCHASING AGREEMENTS (ICPA's)

County currently holds ICPA's with numerous governmental entities throughout the State of Arizona. These agreements allow those entities, with the approval of the Contractor, to purchase their requirements under the terms and conditions of the County Contract. Please indicate on Attachment A, your acceptance or rejection regarding such participation of other governmental entities. Your response will not be considered as an evaluation factor in awarding a contract.

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

**CONTRACTOR**

\_\_\_\_\_  
AUTHORIZED SIGNATURE

\_\_\_\_\_  
PRINTED NAME AND TITLE

\_\_\_\_\_  
ADDRESS

\_\_\_\_\_  
DATE

**MARICOPA COUNTY**

\_\_\_\_\_  
CHAIRMAN, BOARD OF SUPERVISORS

\_\_\_\_\_  
DATE

**ATTESTED:**

\_\_\_\_\_  
CLERK OF THE BOARD

\_\_\_\_\_  
DATE

**APPROVED AS TO FORM:**

\_\_\_\_\_  
LEGAL COUNSEL

\_\_\_\_\_  
DATE

## EXHIBIT B SCOPE OF WORK

### **2.1.1 Qualifications : 2.1.1.1 through 2.1.1.3;**

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 licensed, or eligible for licensure, through the Arizona State Board of Behavioral Health in the appropriate discipline (such as professional or associated counselor, social worker, or marriage and family counselor), and have a minimum of two years or 2000 hours of related experience.

Copies of resumes, professional licenses, and diplomas for *SAGE's* management staff and counselors are included in Qualifications: Tab #5. *SAGE Counseling* is licensed by the Arizona Department of Health Services, Office of Behavioral Health Licensing, as an Outpatient Clinic: BH-3153. (Please see Other Data, Tab #7, for a copy of our licenses.)

*SAGE* currently provides cognitive-behavioral programming for MCSO for various inmate populations, including services under this contract for the past several years. Most of *SAGE's* counselors have had extensive training (some from MCAPD) and experience in conducting these types of psychoeducational groups with criminal offenders, both in incarcerated settings and in the community. That is the primary focus and work of our agency. For example, we have held the Drug Treatment & Education Fund, Substance Abuse Treatment Contract with MCAPD (Proposition 200) for over 10 years, and most years several of our clinical staff have participated in training sessions that were provided by the Probation Department for that contract. Those sessions included both Cognitive-Behavioral Interventions with Criminal Offenders (where we focus primarily on *Thought Reports*, the *Franklin Reality Model*, and *Motivational Interviewing*). In addition, we regularly hold in-service trainings for our staff on those same topics.

### **2.1.2 Credentials Verification: 2.1.2.1 through 2.1.2.5;**

We have included resumes, professional licenses, and diplomas for our management staff and for the personnel that would be providing direct services in Section 3.14.5 Qualifications. We agree to continue complying fully with all of the requirements regarding background checks and security clearances as outlined in these sections, including obtaining a signed background check release form and attending a security training class.

Our counselors are professionals with 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 (especially those in the criminal justice system, various cultures, ethnicities, and backgrounds).

### **2.1.3 Parameters: 2.1.3.1 through 2.1.3.5;**

We agree to provide cognitive restructuring groups in the formats described herein for the specific inmate populations requested (male and female, juvenile and adult). *SAGE* currently provides similar programming for MCSO with all of these inmate groups. We will provide gender-specific and, when requested, Spanish-speaking groups in either open or closed formats. *SAGE* currently facilitates several Spanish language outpatient groups for criminal offenders.

We will facilitate these groups with structured curricula that blend the Franklin Reality Model, Thinking Reports, Cognitive Distortions Awareness Material, Rational Emotive Behavioral Therapy, and other cognitive behavioral material. Please see our curriculum under Tab #7 Other Data.

### **2.1.4 Services: 2.1.4.1 through 2.1.4.1.10;**

In providing this program, 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 "Evidence-Based Practices" and appropriate curricula that teaches clients to use Thinking Reports and other key Cognitive Restructuring techniques. These curricula include Options: A Cognitive Change Program by John Bush, (which was the basis for MCAPD's use of Thinking Reports); Thinking for a Change, Integrated Cognitive Behavior Change Program, by John Bush, Barry Glick, and Juliana Taymans; and Kenneth Wanberg Criminal Conduct and Substance Abuse Treatment (Please see the Other Data Section, Tab #7, for the **curriculum** we currently employ for our Cognitive-Restructuring groups for MCSO.)

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. These are

essential aspects of developing a strong, effective group process that fosters accountability, teamwork, and a commitment to change.

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.

We will teach all of our clients the material outlined in these sections, including the Transtheoretical Stages of Change model; various types and expressions of motivation (e.g., internal and external locus of control); the process of effective goal setting and attainment (including establishing realistic concrete steps and time frames); and solid skill development in a variety of areas that are central for criminal offenders to avoid recidivating, e.g., problem-solving, anger management, assertiveness, communication skills, relationship enhancement, decision making, self-awareness enhancement, stress management, etc

Through various methods grounded in Motivational Interviewing and the theoretical constructs in the Stages of Change model (Prochaska, J., DiClemente, C., & Norcross, as described in the chapter Toward a Comprehensive Model of Change (in W. Miller & Heather (Eds.), Treating the Addictive Behaviors: Process of Change, Plenum Press 1986), we strive first to build their 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.” Their self-determination, empowerment, personal choice, and growing self-efficacy are always emphasized.

An effective program with criminal offenders must find ways to maintain the delicate balance between, on the one hand, holding clients accountable and challenging them about their problematic attitudes and destructive behavior, and on the other hand, engaging them collaboratively to promote their making positive changes. 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 will offer our programming in a variety of visual, auditory, and kinesthetic formats and styles in order to address the varied learning styles (and learning challenges) of our clients. In our structured counseling groups, we employ role-playing, didactic presentations, small-group exercises, written handouts, written exercises, group discussions, modeling, and other modalities to engage clients and assist them in identifying personal impediments to growth and change. Our groups focus on identifying clients’ belief systems and patterns of thinking, challenging those that are problematic, and offering realistic, prosocial alternatives.

Our overall goals include teaching clients key skills in order to reduce criminal thinking and behavior (including substance abuse and domestic violence) and recidivism of any kind. These skills include anger management, assertiveness, empathy, communication; problem solving, decision-making, and using positive self-talk.

Our treatment is designed to encourage and assist clients to replace maladaptive behavior with more adaptive, prosocial 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.

We will work closely with MCSO Programs Division personnel to ensure that our programming is aligned with, and supportive of, the goals of the Inmate Program Division, the ALPHA Program, the Education Division, and the Special Education program.

Clients will be guided through a collaborative process of developing individualized treatment plans that identify personal goals and barriers to change. We will also administer Pre- and Post-Tests to measure change in our client's cognitive skills (which have already developed for the current contract). A copy of the testing results will be provided to MCSO staff.

We will provide Discharge Reports for ALPHA clients and juvenile/special education students that address their relevant clinical, termination, and transitional issues. We will also address recommendations for continuing and/or transitional services and establishing a support system for living in the community.

We acknowledge that clients may be mandated to treatment. MCSO staff will be notified immediately if any client does not adequately participate or is inappropriate in group sessions. *SAGE's* programming will emphasize 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. Our program will utilize a structured curriculum with homework, which will be used to determine the clients' progress.

**2.1.5 Administrative Services: 2.1.5.1 through 2.1.5.5;**

*SAGE* will provide MCSO staff with the following material as requested: accurate attendance records the day after each session; monthly 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.; quarterly statistical reports as defined by MCSO personnel; and Pre- and Post-Tests (within five working days after the completion of the test administration) that assess changes in clients' cognitive skills.

*SAGE* agrees to notify MCSO staff prior to discharging any client from treatment, except for situations in which the clients' 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.

**2.1.6 Administrative Information: 2.1.6.1 through 2.1.6.5;**

*SAGE* will provide the services requested in this RFP in any of MCSO's jail facilities, as requested. We will also prepare, update, and report to MCSO staff the outcomes related to clients' individualized treatment plans.

We acknowledge that group preparation, supplementary individual counseling, and documentation preparation time are considered inclusive of the group rate. We also acknowledge that MCSO reserves the right to make multiple contractor awards.