

SERIAL 11021 RFP INMATE CRISIS COUNSELING - MCSO
Contract – Aspen Counseling

DATE OF LAST REVISION: June 19, 2014

CONTRACT END DATE: June 30, 2017

CONTRACT PERIOD THROUGH JUNE 30, ~~2014~~ 2017

TO: All Departments

FROM: Office of Procurement Services

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 **June 30, 2011 (Eff. 07/01/11)**.

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, Chief Procurement Officer
Office of Procurement Services

AS/ub
Attach

Copy to: Office of Procurement Services
Amie Bristol, MCSO

(Please remove Serial 05017-RFP from your contract notebooks)



CONTRACT PURSUANT TO RFP

SERIAL 11021-RFP

This Contract is entered into this 30th day of June, 2011 by and between Maricopa County ("County"), a political subdivision of the State of Arizona, and Aspen Counseling & Development an Arizona corporation ("Contractor") for the purchase of Inmate Crisis Counseling services.

1.0 CONTRACT TERM:

- 1.1 This Contract is for a term of three (3) years, beginning on the 1st day of July, 2011 and ending the 30th day of June, ~~2014~~ **2017**.
- 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 FEE ADJUSTMENTS:

Any request for a fee adjustment must be submitted sixty (60) days prior to the current 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 fee, County shall issue written approval of the change. The reasonableness of the request will be determined by comparing the request with the (Consumer Price Index) or by performing a market survey.

3.0 PAYMENTS:

- 3.1 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 FRP and or the Best and Final Offer.
- 3.2 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. Payment shall be made upon the County's receipt of a properly completed invoice.

3.3 INVOICES:

- 3.3.1 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
- Quantity
- Contract Item number(s)
- Description of service provided
- Pricing per unit of service
- Extended price
- Total Amount Due

3.3.2 Problems regarding billing or invoicing shall be directed to the County as listed on the Purchase Order.

3.3.3 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 Contract Award the Contractor shall complete the Vendor Registration Form located on the County Department of Finance Vendor Registration Web Site (www.maricopa.gov/finance/vendors).

3.3.4 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.

4.0 AVAILABILITY OF FUNDS:

4.1 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.

4.2 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.

5.0 DUTIES:

5.1 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.

5.2 Contractor shall perform services at the location(s) and time(s) stated in Exhibit "B," or in the purchase order requesting such services.

5.3 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.

6.0 TERMS and CONDITIONS:

6.1 INDEMNIFICATION:

6.1.1 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, 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 or mistakes in the performance of this Contract by the Contractor, as well as any person or entity for whose acts, mistakes or malfeasance Contractor may be legally liable.

6.1.2 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.

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

6.2 **INSURANCE REQUIREMENTS:**

6.2.1 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 ~~A-~~ **B++**, VII or higher. 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.

6.2.2 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.

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

6.2.4 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.

6.2.5 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. 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.

6.2.6 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.

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

6.2.8 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.

6.2.9 Commercial General Liability.

Commercial General Liability insurance and, if necessary, Commercial Umbrella insurance with a limit of not less than \$1,000,000 for each occurrence, \$2,000,000 Products/Completed Operations Aggregate, and \$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, 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.

6.2.10 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 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.

6.2.11 Workers' Compensation.

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

6.2.11.2 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.

6.2.12 Certificates of Insurance.

6.2.11.1 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 UNDERSTANDS THAT FAILURE TO MEET THIS REQUIREMENT WILL RESULT IN CANCELLATION OF THIS CONTRACT.

6.2.11.1.1 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.

6.2.11.1.2 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.

6.2.13 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.

6.3 PROCUREMENT CARD ORDERING CAPABILITY:

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

6.4 INTERNET ORDERING CAPABILITY:

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

6.5 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:

Aspen Counseling & Development
Attn: Laurie Dwyer MC, LPC
2330 W. Estrella Drive
Chandler, AZ 85224

6.6 LANGUAGE FOR REQUIREMENTS CONTRACTS:

Contractors signify their understanding and agreement by signing a bid submittal, that the Contract resulting from the bid will be a requirements contract. However, the Contract does not guarantee any purchases will be made. It only indicates that if purchases are made for the materials contained in the Contract, they will be purchased from the Contractor awarded that item. Orders will only be placed when the County identifies a need and proper authorization and documentation have been approved.

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 but only for actual and documentable costs incurred by the Contractor due to and after issuance of the Purchase Order. The County will not reimburse the Contractor for any costs incurred after receipt of County notice of cancellation, or for lost profits, shipment of product prior to issuance of Purchase Order, etc.

Contractors agree to accept verbal notification of cancellation from the County Procurement Officer with written notification to follow. By submitting a bid in response to this Invitation for Bids, the Contractor specifically acknowledges to be bound by this cancellation policy.

6.7 UNCONDITIONAL TERMINATION FOR CONVENIENCE:

Maricopa County may terminate the resultant Contract for convenience by providing sixty (60) calendar days advance notice to the Contractor.

6.8 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.

6.9 TERMINATION FOR DEFAULT:

6.9.1 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.

6.9.2 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.

6.9.3 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.

6.9.4 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.

6.10 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.

6.11 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.

6.12 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.

6.13 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.

6.14 **SUBCONTRACTING:**

The Contractor may not assign a Contract or Subcontract to another party for performance of the terms and conditions hereof without the written consent of the County. All correspondence authorizing subcontracting must reference the Bid Serial Number and identify the job project.

The Subcontractor's rate for the job shall not exceed that of the Prime Contractor's rate, as bid in the pricing section, unless the Prime Contractor is willing to absorb any higher rates. The Subcontractor's invoice shall be invoiced directly to the Prime Contractor, who in turn shall pass-through the costs to the County, without mark-up. A copy of the Subcontractor's invoice must accompany the Prime Contractor's invoice.

6.15 **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.

6.16 **ACCESS TO AND RETENTION OF RECORDS FOR THE PURPOSE OF AUDIT AND/OR OTHER REVIEW:**

In accordance with section MCI 367 of the Maricopa County Procurement Code the Contractor agrees to retain all books, records, accounts, statements, reports, files, and other records and back-up documentation 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 latest. 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, accounts, statements, reports, files, and other records and back-up documentation 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.

If at any time it is determined by the County that a cost for which payment has been made is a disallowed cost, the County shall notify the Contractor in writing of the disallowance. The course of action to address the disallowance shall be at sole discretion of the County, and may include either an adjustment to future claim submitted by the Contractor by the amount of the disallowance, or to require reimbursement forthwith of the disallowed amount by the Contractor by issuing a check payable to Maricopa County.

6.17 **PUBLIC RECORDS:**

All Offers submitted and opened are public records and must be retained by the Records Manager at the Office of Procurement Services. Offers shall be open to public inspection after Contract award and execution, except for such Offers deemed to be confidential by the Office of Procurement Services. If an Offeror believes that information in its Offer should remain confidential, it shall indicate as confidential, the specific information and submit a statement with its offer detailing the reasons that the information should not be disclosed. Such reasons shall include the specific harm or prejudice which may arise. The Records Manager of the Office of Procurement Services shall determine whether the identified information is confidential pursuant to the Maricopa County Procurement Code.

6.18 **ALTERNATIVE DISPUTE RESOLUTION:**

6.18.1 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:

6.17.1.1 Render a decision;

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

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

6.18.2 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.

6.18.3 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.

6.19 **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 the Contract.

6.20 **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.

6.21 **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.

6.22 **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.

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

6.23.1 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 and A.R.S. §23-214(A). 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 and shall keep a record of the verification for the duration of the employee's employment or at least three years, whichever is longer. I-9 forms are available for download at USCIS.GOV.

- 6.23.2 The County retains the legal right to inspect contractor and subcontractor employee documents performing work under this Contract to verify compliance with paragraph 6.21.1 of this Section. Contractor and subcontractor shall be given reasonable notice of the County's intent to inspect and shall make the documents available at the time and date specified. Should the County suspect or find that the Contractor or any of its subcontractors are not in compliance, the County will consider this a material breach of the contract and 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.

~~6.24 VERIFICATION REGARDING COMPLIANCE WITH ARIZONA REVISED STATUTES §§35-391.06 AND 35-393.06 BUSINESS RELATIONS WITH SUDAN AND IRAN:~~

~~6.24.1 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.~~

~~6.24.2 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.~~

6.25 CONTRACTOR LICENSE REQUIREMENT:

6.25.1 The Respondent shall procure all permits, insurance, licenses and pay the charges and fees necessary and incidental to the lawful conduct of his/her business, and as necessary complete any required certification requirements, required by any and all governmental or non-governmental entities as mandated to maintain compliance with and in good standing for all permits and/or licenses. The Respondent shall keep fully informed of existing and future trade or industry requirements, Federal, State and Local laws, ordinances, and regulations which in any manner affect the fulfillment of a Contract and shall comply with the same. Contractor shall immediately notify both the **Office of Procurement Services** and the using agency of any and all changes concerning permits, insurance or licenses.

6.25.2 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.

6.26 CERTIFICATION REGARDING DEBARMENT AND SUSPENSION

6.26.1 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:

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

6.24.1.2 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;

6.24.1.3 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

6.24.1.4 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.

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

6.26.3 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.

6.27 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.

6.28 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

6.29 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.

6.30 INCORPORATION OF DOCUMENTS:

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

6.30.1 Exhibit A, Pricing;

6.30.2 Exhibit B, Scope of Work;

6.31 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:

- 1.1.1 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,
- 1.1.2 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.

6.32 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.

6.33 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

Laurie Dwyer
AUTHORIZED SIGNATURE

Laura Dwyer, OWNER
PRINTED NAME AND TITLE

2330 W. Estrella Dr. Chandler AZ 85224
ADDRESS

06/15/11
DATE

MARICOPA COUNTY

[Signature]
CHIEF PROCUREMENT OFFICER, MATERIALS
MANAGEMENT

8/3/11
DATE

ATTESTED:

CLERK OF THE BOARD

DATE

APPROVED AS TO FORM:

[Signature]
LEGAL COUNSEL

Aug 1 2011
DATE

EXHIBIT A

PRICING

SERIAL 11021
 NIGP CODE: 95221
 RESPONDENT'S NAME: Aspen Counseling & Development
 COUNTY VENDOR NUMBER : 2011000816 0
 ADDRESS: 2330 W Estrella Drive
Chandler, AZ 85224
 P.O. ADDRESS: _____
 TELEPHONE NUMBER: 480 452 2448
 FACSIMILE NUMBER: 480 917 3191
 WEB SITE: www.aspenhousecounseling.com
 CONTACT (REPRESENTATIVE): Laurie Dwyer MC, LPC
 REPRESENTATIVE'S E-MAIL ADDRESS: aspenhouse@ymail.com

YES NO REBATE

WILL ALLOW OTHER GOVERNMENTAL ENTITIES TO PURCHASE FROM THIS CONTRACT YES NO

WILL ACCEPT PROCUREMENT CARD FOR PAYMENT: YES NO

WILL OFFER REBATE (CASH OR CREDIT) FOR UTILIZING PROCUREMENT CARD: YES NO _____ %

(Payment shall be made within 48 hours of utilizing the Purchasing Card)

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:

Proposers/Respondents shall offer a fee/rate on a coste per individual client basis. Fee/rate offered which exceeds \$100.00 per individual client will not be considered. Respondednt/Proposer is encouraged to offer competitive fees/rates. Group preparation. supplementary indifical 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/scope of work as defined herein, per individual client/session. \$100 /client session

EXHIBIT B

SCOPE OF WORK

1.0 INTENT

This proposal is submitted to provide individual and group therapy services for referrals from the Maricopa County Sheriff's Office (MCSO) Custody Support Division participants in accordance with the solicitation (serial 11021 –RFP) requirements outlined below.

2.0 SCOPE OF WORK

2.1 TECHNICAL REQUIREMENTS

2.1.1 CRISIS COUNSELING QUALIFICATIONS (2.1.1.1 – 2.1.1.4)

Aspen Counseling & Development (Aspen) facilitators providing direct services will possess a Master's degree in the field of human services, and will be under the direct clinical supervision of Master's level prepared supervisor. Laurie Dwyer MC, LPC, the owner of Aspen Counseling & Development, holds Arizona State License #10494, a license in good standing with recognized status to provide the clinical supervision necessary to meet the terms of this solicitation.

Aspen counselors providing direct services will be licensed or eligible for licensure and will possess the appropriate professional certificates in counseling. Facilitators will have a minimum of two years experience or a minimum of 2,000 hours in education or counseling.

Aspen has successfully facilitated services for MCSO since 2006. Our initial contract was for cognitive-based Art/ Recreational Therapy (Serial 06060 RFP) groups for the MCSO Alpha Program until March of 2009 when budget cuts forced early termination of those services. Currently, Aspen provides a variety of inmate groups including Cognitive Restructuring, Art/Recreation, and Positive Changes (Serial 10106 RFP) for MCSO. Our services have been well received by inmates and MCSO staff. As a result, our primary counselors have demonstrated experience in the MCSO jail facilities delivering cognitive behavioral services addressing criminal thinking, development of pro-social coping skills, problem solving, and reducing recidivism by facilitating the inmate's readiness for change.

Aspen's focus of work has been the provision of services to offending populations in jails or locked, secure treatment facilities. Our staff are proficient in recognizing and responding to the unique service delivery implications of working within this restrictive environment. They are well-prepared to address the psychological and behavioral issues the inmate experiences as they adjust to, or transition from, incarceration. Aspen facilitators also have specialized training in dealing with crisis situations in locked, secure settings which would be appropriate for this specific contract. Our counselors are certified in Therapeutic Crisis Intervention (TCI) (Cornell University) and we have a certified TCI trainer on staff.

We utilize cognitive behavioral treatment as our primary framework for service delivery. The counselors at Aspen have significant experience in utilizing cognitive behavioral approaches with individual treatment and education/didactic groups which target behavioral change. These include: de-escalation, anger management, stress management, impulse control, effective communication and substance abuse treatment. Our therapists have experience working with a variety of client populations representing many cultures, ethnicities and walks of life. We have a counselor fluent in English and Spanish to meet bilingual needs of this contract.

2.1.2 CREDENTIALS VERIFICATION (2.1.2.1-2.1.2.5)

2.1.2.1 **Each applicant must submit copies of resumes and certificates of counseling expertise and college degrees for each person who will be providing direct services to ALPHA Program or Education Sections referrals. Resumes must include both education and related work experience. Resumes for staff providing direct and/or supervisory services are to be included with the proposal as an attachment. (Include resumes and copies of certifications/licensure in “Other Data” section of the proposal).**

Copies of resumes, college degrees and certifications/licenses in accordance with the solicitation are included under TAB #5 of this proposal. Aspen counselors agree to fully comply with the security clearances, background checks and training requirements outlined in the solicitation.

Aspen agrees to notify MCSO of any and all material changes to personnel and program content related to the service contract. Notifications for content changes will be made in advance of implementation and receive approval by MCSO personnel prior to implementation. We further agree to comply with notification of staff changes within 48 hours of predicted or actualized change(s).

2.1.3 PARAMETERS (2.1.3.1-2.1.3.4)

Aspen agrees to provide crisis on-call services to all four specific client groups that may be referred by the MCSO Custody Support Division’s Alpha or Education section staff, including Juvenile males, Juvenile females, Adult females, and Adult males. Aspen has experience providing services to MCSO for all four of these client groups. We will offer client-centered, gender-specific and Spanish language services as required. We will not use substitute facilitators for the term of the contract. Aspen’s initial response time to a MCSO request for services will be within 2 hours by phone to clarify need. Our personal response time will be within 24 hours or as otherwise appropriate.

2.1.4 SERVICES (2.1.4.1.1-2.1.4.1.7)

We will respond professionally to any crisis calls by utilizing a best practice, three-phase approach. The length of time to complete all three phases will vary between inmates.

The three phases are:

- Phase I: Risk Assessment/Imminent Crisis**
- Phase II: Skill Development/Return to Previous Level of Functioning**
- Phase III: Termination of Crisis Services**

Phase I: Risk Assessment/Imminent Crisis

Our definition of imminent crisis is any situation in which an individual’s usual ability to manage stressors proves inadequate to the point that s/he is considered a danger to self or others.

The goals of phase I are:

1. Resolution of immediate crisis situation by assisting client in the identification and utilization of pro-social coping strategies and alternative thinking patterns
2. Decrease the inmate’s anger, depression, anxiety, helplessness or other problematic psychological states through clarification and active listening.
3. Development of short-term goals toward appropriate functioning in program groups or activities.

During our initial meeting, and each subsequent meeting in this phase, a risk-assessment will be conducted. We will work with the inmate in a therapeutic, problem-solving capacity to move toward stabilization of behavior. Initially, this is done through the identification and utilization of coping skills to manage the strong emotions which characterize this phase. Safety-contracting may be used in an effort to decrease risk/crisis

behavior between sessions. Safety contracts are written with the amount of time an inmate believes he/she can manage unsafe behaviors. The amount of time an inmate believes he/she can manage the crisis behavior will help determine the frequency of the sessions for phase I.

The end of phase I is marked by a shift of the focus of counseling from immediate safety of self and others to the establishment of short-term goals. These goals will be aimed at returning the inmate to his/her previous level of functioning to enable them to transition toward participating appropriately in program groups or activities.

Phase II: Skill Development/Return to Previous Level of Functioning

The goals of Phase II are:

1. Assist inmate in understanding the underlying causes for the crisis behavior
2. Build skills for early identification and successful management of future incidents and recognizing underlying triggers and conditions
3. Reduction of risk factors and improved ability to behave in pro-social and self-enhancing ways that allow for successful programming within the jail setting
4. Monitor and assess inmate amenability and commitment to treatment process.

Throughout this phase, the following RFP requirements will be achieved as follows:

- The counselor will provide an objective presentation of goals, objectives and contrasting behavior and/or attitudes
- The counselor will present behavioral and employment strategies that challenge the inmate's current, problematic thinking and offer education in more rational thinking processes and thought management
- The counselor will assist the inmate in understanding their own process of change and address the inmate's ambivalence to change by utilizing Prochaska, DiClemente & Norcross' Trans-theoretical Stages of Change model.
- The counselor will utilize motivational interviewing techniques (Miller, Rollnick) to overcome initial resistance or denial of issues. This will foster an environment in which the inmate can work through the process toward personal accountability and commitment to change.
- The counselor will provide opportunities to enhance the inmate's self-efficacy by using a strengths-based approach which capitalizes on the inmate's previous successes toward behavioral control, problem-solving and ability to behave in pro-social ways.
- The counselor will teach transferrable skills as identified by inmate need and overall program goals to reduce recidivism. These skills include, among others, anger and stress management, addiction/recovery skills, problem-solving, values clarification, self-awareness and empowerment and empathy skills.

Phase III: Termination

The goals of Phase III are:

1. Development of long term plan for ongoing pro-social behaviors
2. Demonstrated ability to fully engage in MCSO programs and activities
3. The inmate has been assessed to be low-risk to self or others

In this phase, the inmate will demonstrate adequate skills so that regular MCSO program groups and activities are sufficient to maintain a successful level of functioning. The client is assessed to be low risk for danger to self or others and this is corroborated by client self-report and MCSO staff. It is then determined that the inmate no longer needs these services and sessions are terminated.

Aspen will keep records of our sessions and agrees to report our assessments to appropriate MSCO staff, including personal crisis issues, resistances, barriers and challenges to change. These reports will include any and all recommendations to MCSO staff to ensure client safety and well-being.

Aspen will prepare discharge summaries for MCSO/ALPHA staff that will include client attendance, progress, compliance with treatment and any homework assignments as well as recommendations for continuing care.

2.1.5 ADMINISTRATIVE SERVICES (2.1.5.1-2.1.5.4)

Aspen will keep accurate attendance and notification of absences or refusal of services. These will be reported as requested by MCSO staff.

Aspen will provide progress reports documenting attendance, compliance, attitude, progress and future recommendations in accordance with MCSO parameters.

Statistical reports will provided as requested in the RFP. Aspen will meet as necessary with MCSO staff for collaboration on the inmate's treatment, services and progress.

Aspen will notify MCSO personnel of recommendations for dismissal or discharge of any inmate prior to termination unless infraction involves the safety and well being of the offender or others.

2.1.6 ADMINISTRATIVE INFORMATION (2.1.6.1-2.1.6.4)

Aspen will provide these services in any of the MCSO jail facilities.

Aspen agrees that these services will be provided on an individual session basis, which shall be defined as a 50-60 minutes of direct client contact. We agree that preparation and documentation are inclusive of the session rate.

Aspen will provide information relating to treatment plans as prescribed by MCSO.

2.1.7 MCSO SECURITY/BACKGROUND CLEARANCE

Jail Facility Access Security Clearance – All Service Contractor's (includes subcontractors) entering Maricopa County Sheriff's Office (MCSO) jail facilities are required to complete a security clearance and/or background check by the MCSO. The background investigation may include a criminal records background check. The background check will be carried out by the MCSO at the County's expense.

All Contractors that work within/for the Custody Support Division shall have a badge provided to them upon successful completion of the background check. The badge must be displayed at all times in the jail facilities. The assessment by the MCSO, as to eligibility of the Contractor's employee, is final and is not appealable. Once a successful background is completed, each employee and the contracting company will be required to go through Volunteer Training,

The Contractor shall be notified if their employee is approved to perform services at the MCSO facilities. Pursuant to state law, the information derived from the background check cannot be divulged to the contractor or any other unauthorized party. Final award of this contract may be contingent upon the Contractor's successful completion of the security clearance requirements.

Contractor personnel shall have entry to detention or district facilities at the discretion of the Sheriff or his designee for the duration of the contract.

2.1.7.1 PRISON RAPE ELIMINATION ACT (PREA)

“Under the Prison Rape Elimination Act you will be required to undergo a criminal background records check, which includes being fingerprinted prior to starting any work and are authorizing the Sheriff's Office to conduct this procedure.” See Exhibit 2.

All Contractor's shall be subject to a criminal background records check, which includes being fingerprinted, before the Contractor can be authorized to perform services for the Sheriff's Office, in accordance with the PREA Standards.

All Contractors, who are contracted for five (5) or more years, shall be subject to a criminal background records check, which includes being fingerprinted, at least, every five (5) years, in accordance with the PREA Standards.

2.1.7.2 **PREA TRAINING**

ALL Contractor's shall sign a Prison Rape Elimination Act (PREA) Acknowledgement Form, and ALL Contractor's will be required to attend mandatory PREA training each calendar year. Training will be administered by the Custody Support Division, prior to providing services to the Sheriff's Office.

2.1.8 **USAGE REPORTS**

Aspen will provide usage reports in accordance with the RFP

2.1.9 **FACILITIES**

Aspen will utilize the workspace furnished by the county.

2.1.10 **INVOICES AND PAYMENTS**

Aspen will provide invoices and accept payments in accordance with the RFP

2.1.11 **TAX**

Aspen agrees that no tax shall be levied against labor and that taxes are included in our pricing.

2.1.12 **DELIVERY**

Aspen acknowledges our responsibility to meet the delivery requirements and agrees that the county reserves the right to obtain replacement services, with potential costs to Aspen, in the event that we fail to make delivery.

3.0 **TERMS & CONDITIONS:**

3.1 **CONTRACT TERM**

Aspen offers this proposal as a firm, fixed price purchasing contract for a period of three (3) years.

3.2 **OPTION TO RENEW CONTRACT**

Aspen acknowledges and agrees that the County may at its option, renew the term of this Contract up to a maximum of three (3) additional years, or other specified length options, (or at the County's sole discretion, extend the contract on a month to month basis for a maximum of six (6) months after expiration).

3.3 **PRICE ADJUSTMENTS**

Aspen acknowledges and agrees that any request for reasonable price adjustments must be submitted sixty (60) days prior to the Contract expiration date. Requests for adjustment in cost of labor and/or 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 (Consumer Price Index) or by performing a market survey.

3.4 INDEMNIFICATION (3.41 – 3.4.3)

Aspen agrees to the indemnification terms as outlined in the proposal..

3.5 INSURANCE REQUIREMENTS

Aspen acknowledges and agrees to all of the terms and conditions contained in this section.

3.6 PROCUREMENT CARD ORDERING CAPABILITY

Aspen is agreeable to use of County procurement card (MasterCard), if necessary.

3.7 INTERNET CAPABILITY

Aspen supports the use of technologies, including Internet, in the delivery and administration of this Contract.

3.8 SUBCONTRACTING

Aspen acknowledges and agrees to the conditions of this section.

3.9 CERTIFICATION REGARDING DEBARMENT AND SUSPENSION:

Laurie Dwyer MC, LPC, as the primary participant, certifies that I am eligible to accept the award of this contract as none of the stipulations in section apply to me or Aspen Counseling & Development facilitators.

3.10 VERIFICATION REGARDING COMPLIANCE WITH ARS 41-4401 AND FEDERAL IMMIGRATION LAWS AND REGULATIONS

Aspen agrees to abide with all immigration statues, laws and regulations as well as County requests for verification.

3.11 VERIFICATION REGARDING COMPLIANCE WITH ARS 35-391.06 AND 35-393.06 BUSINESS RELATIONS WITH SUDAN AND IRAN

Aspen is in compliance with this statute.

3.12 CONTRACTOR LICENSE REQUIREMENT

Aspen agrees to comply with this requirement

3.13 POST AWARD MEETING

Aspen will attend a post-award meeting as coordinated by procurement office.

ASPEN COUNSELING & DEVELOPMENT, 2330 W. ESTRELLA DRIVE, CHANDLER, AZ 85224

PRICING SHEET: NIGP CODE: 95221

Vendor Number: 2011000816 0

Certificates of Insurance Required

Contract Period: To cover the period ending **June 30, 2014 2017.**