SERIAL 11122 RFP PARENTING GROUP THERAPY SERVICES - MCSO
Contract - Child Crisis ~~Center~~ Arizona

DATE OF LAST REVISION: November 20, 2015 CONTRACT END DATE: February 28, 2018

CONTRACT PERIOD THROUGH FEBRUARY 28, ~~2015~~ 2018

TO: All Departments

FROM: Office of Procurement Services

SUBJECT: Contract for **PARENTING GROUP THERAPY SERVICES - 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 **February 09, 2012.**

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/**jl**
Attach

Copy to: Office of Procurement Services
Sue Malinowsky, Sheriff's Office

(Please remove Serial 05147-RFP from your contract notebooks)

CONTRACT PURSUANT TO RFP

SERIAL 11122 -RFP

This Contract is entered into this 9th day of February, 2012 by and between Maricopa County ("County"), a political subdivision of the State of Arizona, and Child Crisis ~~Center~~ **Arizona**, an Arizona corporation ("Contractor") for the purchase of providing Parenting Education Services.

1.0 CONTRACT TERM:

1.1 This Contract is for a term of three (3) years, beginning on the 9th day of February, 2012 and ending the 28th day of February, ~~2015~~ **2018**.

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:

At the County's discretion an adjustment in cost of labor (hourly rates) may be granted at the contract expiration date. If the County adjusts the price terms (hourly rates), the adjustment will be determined by any increase for the Phoenix metro area Consumer Price Index during the same period.

3.0 PAYMENTS:

3.1 As consideration for performance of the duties described herein, County shall pay Contractor the sum(s) stated in Final Pricing, attached hereto and incorporated herein as Exhibit "A." Payment shall be made as set forth in the RFP and/or 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
- 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 contact 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, 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.

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 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 A-, 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. 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.

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~~ **$1,000,000** 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.

The policy shall be endorsed to include coverage for physical/sexual abuse and molestation.

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.
(N.B. - $1,000,000 limits on larger contracts)

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.

6.2.12.1 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.

6.2.12.1.1. 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.

6.2.12.1.2 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
Department of Procurement Services
Attn: Director of Purchasing
320 West Lincoln Street
Phoenix, Arizona 85003-2494

For Contractor:

Child Crisis ~~Center~~ **Arizona**
Attn: Carol Lopinski
P.O. Box 4114
Mesa, AZ 85211

6.6 REQUIREMENTS CONTRACT:

6.6.1 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). **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 County identifies a need and issues a purchase order or a written notice to proceed.

6.6.2 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.

6.6.3 Purchase orders will be cancelled in writing.

6.6.4 **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 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.

6.8 **UNCONDITIONAL TERMINATION FOR CONVENIENCE:**

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

6.9 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 **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.

6.11 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.

6.12 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.

6.13 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.

6.14 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.

6.15 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.

6.16 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.

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

6.17.1 In accordance with section MCI ~~367~~ **371** 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.

6.17.2 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.

6.17.3 **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.

6.18 **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.

6.19 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.

6.20 ALTERNATIVE DISPUTE RESOLUTION:

6.20.1 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:

6.20.1.1 Render a decision;

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

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

6.20.2 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.

6.20.3 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.

6.21 ~~SEVERABILITY~~ **VALIDITY**:

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.

6.22 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.

6.23 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.

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

6.24.1 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.

6.24.2 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.

~~6.25 VERIFICATION REGARDING COMPLIANCE WITH ARIZONA REVISED STATUTES §§35-391.06 AND 35-393.06 BUSINESS RELATIONS WITH SUDAN AND IRAN:~~

~~6.25.1 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.~~

~~6.25.2 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.~~

6.26 CONTRACTOR LICENSE REQUIREMENT:

6.26.1 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 Office of Procurement Services and the using agency of any and all changes concerning permits, insurance or licenses.

6.26.2 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 posses 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.

6.27 CERTIFICATION REGARDING DEBARMENT AND SUSPENSION

6.27.1 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:

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

6.27.1.1.1 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 statues or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

6.27.1.1.2 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

6.27.1.2 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.

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

6.27.3 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.

6.28 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.

6.29 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

6.30 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.

6.31 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:

6.31.1 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,

6.31.2 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 **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.

6.33 INCORPORATION OF DOCUMENTS:

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

6.33.1 Exhibit A, Pricing;

6.33.2 Exhibit B, Scope of Work;

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

CONTRACTOR

_____
AUTHORIZED SIGNATURE

_____
PRINTED NAME AND TITLE

_____
ADDRESS

_____
DATE

MARICOPA COUNTY

_____	_____
CHIEF PROCUREMENT OFFICER, OFFICE OF PROCUREMENT SERVICES	DATE

ATTESTED:

_____	_____
CLERK OF THE BOARD	DATE

APPROVED AS TO FORM:

_____	_____
LEGAL COUNSEL	DATE

EXHIBIT A

PRICING

SERIAL 11122 - RFP
NIGP CODE: 94886

COMPANY NAME:	Child Crisis ~~Center~~ **Arizona**
MAILING ADDRESS:	P.O. Box 4114
	Mesa, AZ 85211
REMIT TO ADDRESS:	P.O. Box 4114
	Mesa, AZ 85211
TELEPHONE NUMBER:	(480) 834-9424
FACSIMILE NUMBER:	~~(480) 834-9340~~ **(480) 304-9492**
WEB SITE:	www. Childcrisis.org
REPRESENTATIVE NAME:	Carol Lopinski
REPRESENTATIVE PHONE NUMBER:	(480) 834-9424
REPRESENTATIVE E-MAIL:	carol.lopinski@childcrisis.org

	YES	NO	REBATE
WILL ALLOW OTHER GOVERNMENTAL ENTITIES TO PURCHASE FROM THIS CONTRACT:	[ ]	[X]	
WILL ACCEPT PROCUREMENT CARD FOR PAYMENT:	[ ]	[N]	

PAYMENT TERMS: RESPONDENT IS REQUIRED TO PICK ONE OF THE FOLLOWING. PAYMENT TERMS WILL BE CONSIDERED IN DETERMINING LOW BID. FAILURE TO CHOOSE PAYMENT TERMS WILL RESULT IN A DEFAULT TO NET 30 DAYS.

[X] NET 30 DAYS

1.0 PRICING:

ITEM DESCRIPTION	FEE/COMPENSATION
1.1 Parenting Group Therapy Services per the proposer's/respondent's proposal, in accordance with statement/scope of work as defined herein, per each two (2) hour session.	$200.00 /each

Proposer/Respondents shall offer a fee/rate on a cost per two (2) hour session basis. Fee/rate offered which exceeds $200.00 per group session will not be considered. Respondent/Proposer is encouraged to offer competitive fees/rates. Group preparation, supplementary individual counseling, and documentation time shall be considered part of, and included in the fee/rate offered.

EXHIBIT B

SCOPE OF WORK

2.0 **SCOPE OF WORK**

2.1 **Technical Requirements:**

2.1.1 Minimum Qualifications:

2.1.1.1 Facilitator(s) providing direct services (inmate contact) shall possess a Masters Degree in the field of Human Services (e.g. Counseling, Psychology, Social Work, or related field). The counselor(s) providing direct services shall be state certified Counselors or certified with**in** one (1) year of award of contract. **Uncertified counselors shall be appropriately clinically supervised by the parent vendor, and all progress notes and treatment plans approved by the parent vendor clinical supervisor.**

The program will be supervised by Carol Lopinski, MSW, LCSW, ACSW. As the Child Crisis ~~Center~~ **Arizona**, Director of Family Support Center, Carol has 25 years experience developing, implementing and supervising parenting skills training programs targeted to prevent child abuse and increase parenting capacity. Carol wrote grants, developed, implemented and facilitated IMAGE (**I**nmates **M**aking **A G**rowth **E**xperience) providing parenting classes to female inmates at the Durango Jail from 1987 through 2000 when grants could no longer be found to support this service. In 1999, Maricopa County staff asked CCC to develop and implement programming for incarcerated fathers which was subsequently funded by the County in 2000. Under Carol's supervision, CCC provided parenting education (DAD TIME – **D**ads **A**re **D**evoted **T**o **I**ncreasing **M**ale **E**ffectiveness) to male inmates at a variety of Maricopa County jails through February 2009, at which time the County ended this service due to budget cuts. Carol will supervise the restructuring of the IMAGE curriculum to fit the County's needs. Carol will provide contract oversight, implementation and supervision of sub-contractors/staff hired for this program. *Resume & certification attached.*

Gus Diamond, MSW, LCSW was responsible for the development and current curriculum for the DAD TIME program which is the original basis for this RFP. Gus was employed at CCC from July, 1996 through May, 2003 as the Assistant Clinical Director of our Shelter Programs. He began facilitating the DAD TIME Fathering Groups at the time of its inception in 2000 out of Maricopa County Durango Jail as a CCC employee. Since May 2003, Gus has been in Private Practice providing clinical counseling services to children ages 3 -18 and their families. He facilitated DAD TIME as a sub-contractor for CCC from 2003 through February 2009. Gus will be a sub-contractor for this contract. *Resume & certification attached.*

Additional sub-contractors/staff hired for this program will minimally hold a Bachelor's degree in a related field and have experience providing services to parents, to the incarcerated or juvenile offenders.

2.1.1.2 Facilitators shall possess professional certificates in counseling to be eligible for certification. Criteria for eligibility for certification may be obtained from Board of Behavioral Health Examiners, phone 602-542-1882.

Both Carol Lopinski and Gus Diamond are licensed through the State of Arizona Board of Behavioral Health Examiners. Copies of their individual licenses are attached.

2.1.1.3 In addition, facilitator(s) shall have a minimum of two years experience or at least 2,000 hours in education or counseling, related to the services required to provide this service. The facilitator shall be experienced in developing, coordinating and facilitating a gender specific male or female Parenting program in a jail setting for incarcerated inmates. Additionally, experience in delivering Cognitive based anger management, stress management and impulse control therapy would be helpful. This experience shall include the facilitation of educational/didactic groups for criminal offenders in a secure care facility.
As previously noted, supervision of the program will be provided by Carol Lopinski, Director of Family Support, who has 25 years experience in direct practice, program development, parenting programming and gender-specific parenting classes in a jail setting. Sub-contractors will meet the minimum requirements.

2.1.1.4 The agency and counselor(s) shall have a minimum of six (6) months experience providing Parenting group therapy to adult and juvenile male and female jail inmates.

CCC has 22 years of experience implementing parenting group therapy to both male and female inmates. *(See qualifications)*

2.1.1.5 ***Selected proposer is expected to be properly licensed. If the proposer isn't properly licensed, the proposer will state that they are currently unlicensed, and state their intent to fully comply with the required licensing, within thirty (30) days of proposal closing date. It shall be the proposer's responsibility to advise the cognizant procurement officer, in writing, if they are unable to meet this requirement. No award recommendation(s) will be made to a proposer failing to meet this requirement***.

Both Carol Lopinski and Gus Diamond are licensed through the State of Arizona Board of Behavioral Health Examiners. Copies of their individual licenses are attached. Carol Lopinski, Director of Family Support, will supervise the program.

2.1.2 CREDENTIALS VERIFICATION:

2.1.2.1 Each respondent/company shall submit copies of resumes and certificates of counseling expertise and college degrees for each person who will be providing direct services to Parenting Program referrals. Resumes shall include both education related work experience and in-jail group therapy experience. Resumes for staff providing direct and/or supervisory services are to be included with the proposal.

Resumes, licensing certificates and copies of degrees for Carol Lopinski and Gus Diamond are attached. Sub-contractors information will be submitted as they are hired.

2.1.2.2 Employee(s) of the Provider who have contact with inmates and/or records under the supervision or jurisdiction of the MCSO pursuant to this contract must submit to a security clearance and background check by MCSO. This background investigation will be completed immediately upon employment with the Provider. The background check may include a criminal records check. Background check will be carried out by MCSO after award of the contract and at the cost of the county. ***The background check includes a security class. The duration of the class is three (3) hours, and is conducted at Lower Buckeye Jail. The County does not compensate the contractor for the time spent attending the security class***. The required jail entry badges will be created at this time also.

Sub-contractors will submit to the security clearance and background checks as required. They will also attend the security class as required.

2.1.2.3 The Provider will obtain a signed background check release form, provided by the Sheriff's Office, from employees who have contact with inmates and/or records under the supervision or jurisdiction of MCSO pursuant to this contract. The Provider shall provide the signed background check release form to MCSO immediately upon employment so that a background check can be completed by MCSO. Typically, two to three weeks will be needed by MCSO to complete each background check, although MCSO cannot guarantee a specific time frame. Persons who are employed by the Provider pursuant to this contract shall not have contact with inmates or records as stated above until MCSO has completed the background investigation and has cleared the person for such contact.

Sub-contractors will comply with the background check release form as required.

2.1.2.4 The decision of the MCSO as to the eligibility of the employee for contact with inmates or records as stated above is final and is not appealable. Pursuant to state law, the information derived from the background check cannot be divulged to the Provider, the employee, or any other unauthorized party.

CCC will comply with eligibility as required.

2.1.2.5 Contractors are required to notify MCSO of any and all material changes to personnel and program content related to the service contract. Notifications for content changes must be made in advance of implementation and receive approval by identified MCSO personnel and Office of Procurement Services prior to implementation. If the program content changes are approved, the changes are not effective until the contract has been amended. Notification of staff changes shall be made within 48 hours of predicted or actualized change(s).

Any changes to personnel and/or program content will be provided to MCSO in advance as required.

2.1.3 PARAMETERS:

2.1.3.1 Participants shall be referred by the MCSO Adult Programs, ALPHA, or Education staff.

CCC understands that participants are referred internally.

2.1.3.2 Incarcerated adult or juvenile inmates who are parents, **step parents, potential parents or those in a parental role for non-biological children** are eligible to ~~volunteer to~~ participate in the Parenting Group Therapy Program.

CCC understands that participants voluntarily request program participation.

2.1.3.3 The curriculum shall be developed as a two (2) hour per week, 6 week, open entry/open exit group. ~~There~~ **They** will be a series of ~~seven (7)~~, six (6) week programs. The program curriculum may be developed in an experiential format.

Inmates **M**aking **A G**rowth **E**xperience (IMAGE) will be a 6-week program. Each week of the curriculum builds on one another but they are designed to be stand alone due to open entry nature of the groups.

2.1.3.4 Required curriculum subject matter should include, but is not limited to, the following: Corporal Punishment Alternatives, Childhood Development Stages,

Building and maintaining healthy Relationships, setting boundaries, Communication, making responsible choices, controlling anger and stress, how incarceration affects families, etc.

IMAGE Class Outline:

Week 1: Understanding how incarceration affects families and relationships; What happens to children when their parent isn't present?

Week 2: Who were our role models? How did they affect who we became? How did this affect our perspectives our how we parent? Womanhood vs. Motherhood; Manhood vs. Fatherhood; Teen parenting

Week 3: Healthy Communication –Skill development; Maternal and Paternal Differences in communication

Week 4: Corporal Punishment Alternatives – Discipline vs. Punishment; What are the side effects of spanking? Active parenting vs. couch-potato parenting

Week 5: Child Development – How does the age and the stage of our child affect their ability to communicate and behave? Understanding early brain development supports our child to their fullest potential early in life.

Week 6: Making new choices; being responsible; controlling anger and stress; community resources; reconnecting with your family and community

2.1.3.5 Participant pre-test and post-test evaluations are a required part of the curriculum.

Each weekly class has a pre/post test which will be completed be each participating inmate. The feedback from these evaluations will be used to adjust the program to better meet the needs of the participating inmates.

2.1.3.6 **All inmate participants will be notified of specific limits of confidentiality, which include a threat to the security and/or orderly running of the facility, medical emergency, threat of harm to self or others, including alleged child abuse, and that progress will be shared with appropriate MCSO staff.**

2.1.3.7 **Security overrides and/or MCSO duties/activities may preclude group meetings, which will be rescheduled (without monetary penalty to MCSO). The vendor may request schedule adjustments due to staff shortage (illness, vacation, etc..)**

2.1.4 SERVICES:

Each applicant/respondent shall provide a proposal for Cognitive based Parenting Group Therapy services that include methods to:

2.1.4.1 Provide pre and post measures of parenting education and skills; Provide insight to current and generational parenting practices; Present anger management and stress management strategies to challenge current thinking and behaviors; Assist in developing the inmate's ambivalence and discrepancies regarding change factors and; Teach skills to enhance self-efficacy necessary to make initial commitments to change and control behaviors within complex family relationships.

Pre/post tests will be developed based on the curriculum. Feedback will be used to makes changes to better meet the needs of the population.

2.1.4.2 Report objective evaluation summations to the assigned Program Coordinator in order to improve the curriculum and program delivery methodology to better meet the needs of incarcerated ~~parents~~ **participants**.

CCC will provide pre/post test reports as required by the Program Coordinators.

2.1.4.3 Aid inmates in being good parents and reducing recidivism and generational incarceration, by teaching inmates how to accept the responsibility of parenting, how to set appropriate boundaries and discipline, effective communication skills, goal setting, how to control anger and stress, how to build positive family relationships in complex situations, how to discontinue anti-social behaviors including domestic violence, and how to make positive, responsible choices.

Sub-contractors will provide additional resource material as requested by inmates including community resources to be accessed upon release.

2.1.4.4 Make recommendations for program content modification based on final evaluations to the MCSO Programs supervisor, ALPHA supervisor or high school principal.

CCC will make program recommendations for modifications to the appropriate MCSO staff.

2.1.4.5 Teach participants to accept responsibility for changing his/her behavior by learning how to identify and change attitudinal, physical, psychological, and intellectual factors that contribute to resistance and barriers to change.

The curriculum is designed to address these issues as appropriate to the population.

2.1.4.6 The above may include curriculum-based homework requirements, which the facilitator will use in determining the participant's progress. MCSO will determine the participants who are referred for programming.

2.1.4.7 **The contractor will develop individualized treatment plans for group participants and provide progress notes to the authorized MCSO representative.**

2.1.5 ADMINISTRATIVE SERVICES:

2.1.5.1 The provider will maintain accurate attendance and notification records, regarding absences or refusal of services that will be provided to MCSO staff on the next working day after a missed session.
Attendance of each class is taken in class, copied for CCC's use, and then the original is given to the MCSO as required.

2.1.5.2 Daily written progress reports shall be submitted to designated MCSO staff, documenting attendance, homework completion, attitude, progress in treatment, future treatment recommendations and program modifications. These written reports are due to the designated MCSO staff within five (5) working days after the completion of the agreed upon reporting period.

CCC will comply with this as required.

2.1.5.3 Statistical reports shall be completed and submitted to MCSO personnel as indicated. Progress evaluation methods and measurements are some dynamics,

which shall be measured, throughout the treatment and contract duration. The provider may meet regularly with MCSO staff for collaboration of the inmate's progress.

CCC will comply with this as required.

2.1.5.4 If it is determined that a participant is recommended for dismissal or discharged from group or discharged by the provider, the provider will notify the designated MCSO personnel. Such notification shall occur prior to termination unless infraction violates the safety and well-being of the inmate or others. If terminated from group, a written report shall be submitted to the designated MCSO staff within 24 hours of dismissal.

CCC will follow protocols as required.

Telephone conferences may be held between the vendor and MCSO staff.

2.1.6 ADMINISTRATIVE INFORMATION:

2.1.6.1 Providers may facilitate groups in the following listed six (6) jail facilities as requested.

Durango Jail 3225 Gibson Lane Phoenix, AZ 85009	4th Ave Jail 201 S. 4th Ave Phoenix, AZ 85003
Towers Jail 3127 Durango Phoenix, AZ 85009	Estrella Jail 2939 W. Durango Phoenix, AZ 85009
Lower Buckeye Jail 3250 Lower Buckeye Rd. Phoenix, AZ 85009	Tents Jail 2939 W. Durango Phoenix, AZ 85009

CCC will provide sub-contractors as available.

2.1.6.2 Proposers/respondents shall bid for services on a cost per group basis. Proposals offering services, in which the fees/compensation offered exceed $200.00 per group session will not be considered. Applicants are encouraged to submit competitive bids when submitting responses. Preparation, supplementary individual counseling, and documentation time are considered integral, or part of the rate.

CCC complies with this cost requesting a $200 per group session rate.

2.1.6.3 Providers shall prepare, update, and report outcomes relating to individualized treatment plans for each inmate served.

Child Crisis ~~Center~~ **Arizona** will provide treatment plans as requested.

2.1.6.4 The County, at its discretion may opt to recommend multiple contract awards to fully meet the requirements of the County.

CHILD CRISIS ~~CENTER~~ ARIZONA, PO BOX 4114, MESA, AZ 85211

PRICING SHEET: 94886

Terms:	NET 30
Vendor Number:	~~2011001362 0~~ **2011001352 0**
Telephone Number:	480/834-9424
Fax Number:	~~480/834-9340~~ **480-304-9492**
Contact Person:	Carol Lopinksi
E-mail Address:	carol.polinski@childcrisis.org
Certificates of Insurance	Required
Contract Period:	To cover the period ending **February 28,** ~~2015~~ **2018.**