

**SERIAL 11053 RFP INMATE ANGER MANAGEMENT GROUPS - MCSO**  
**Contract – Laurie Leann Dwyer DBA: Aspen Counseling and Development**

**DATE OF LAST REVISION: September 11, 2014      CONTRACT END DATE: September 30, 2017**

**CONTRACT PERIOD THROUGH SEPTEMBER 30, ~~2014~~ 2017**

**TO:** All Departments  
**FROM:** Office of Procurement Services  
**SUBJECT:** Contract for **INMATE ANGER MANAGEMENT GROUPS - MCSO**

Attached to this letter is published an effective purchasing contract for products and/or services to be supplied to Maricopa County activities as awarded by Maricopa County on **September 28, 2011 (Eff. 10/01/11)**.

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/mm  
Attach

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

(Please remove Serial 05084-RFP from your contract notebooks)



## CONTRACT PURSUANT TO RFP

**SERIAL 11053-RFP**

This Contract is entered into this 28th day of September, 2011 by and between Maricopa County ("County"), a political subdivision of the State of Arizona, and **Laurie Leann Dwyer DBA: Aspen Counseling & Development**, an Arizona corporation ("Contractor") for the purchase of educational services for Anger Management services.

### 1.0 CONTRACT TERM:

- 1.1 This Contract is for a term of three (3) years, beginning on the 1st day of October, 2011 and ending the 30th day of September, ~~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 adjustments 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(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 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
- Contract Item number(s)
- Description of Services
- 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](http://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.

3.4 **STRATEGIC ALLIANCE for VOLUME EXPENDITURES (\$AVE):**

3.4.1 **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.**

3.5 **INTERGOVERNMENTAL COOPERATIVE PURCHASING AGREEMENTS (ICPA's)**

3.5.1 **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**

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 as 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 Contractor's own expense, shall purchase and maintain the herein stipulated minimum insurance from a company or companies duly licensed by the State of Arizona and possessing a current A.M. Best, Inc. rating of B++. 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 \$2,000,000 for each occurrence, \$2,000,000 Products/Completed Operations Aggregate, and \$4,000,000 General Aggregate Limit. The policy shall include coverage for bodily injury, broad form property damage, personal injury, products and completed operations and blanket contractual coverage, and shall not contain any provision which would serve to limit third party action over claims. There shall be no endorsement or modification of the CGL limiting the scope of coverage for liability arising from explosion, collapse, or underground property damage.**
- 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 \$2,000,000 each occurrence with respect to any of the Contractor's owned, hired, and non-owned vehicles assigned to or used in performance of the Contractor's work or services under this Contract.**
- 6.2.11 Errors and Omissions Insurance:
- Errors and Omissions insurance and, if necessary, Commercial Umbrella insurance, which will insure and provide coverage for errors or omissions of the Contractor, with limits of no less than \$1,000,000 for each claim.
- 6.2.12 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 \$1,000,000 for each accident, \$1,000,000 disease for each employee, and \$1,000,000 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.

6.2.13 Certificates of Insurance.

6.2.13.1 **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 ten (10) business days. BY SIGNING THE AGREEMENT PAGE THE CONTRACTOR AGREES TO THIS REQUIREMENT AND FAILURE TO MEET THIS REQUIREMENT WILL RESULT IN CANCELLATION OF CONTRACT**

6.2.13.1.1 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.

6.2.13.1.2 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.

6.2.14 Cancellation and Expiration Notice.

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

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:

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

**1515 E McLellan Blvd**  
**Phoenix, AZ 85014**

6.6 REQUIREMENTS CONTRACT:

6.6.1 **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.**

6.6.2 **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.**

6.6.3 **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.**

6.6.4 Purchase orders will be cancelled in writing.

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 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.

6.9 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.

**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.**

6.16 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 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:**

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 6.24.1 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 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.

**6.27 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;

6.27.1.2 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;

6.27.1.3 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

6.27.1.4 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.

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

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 INCORPORATION OF DOCUMENTS:

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

- 6.32.1 Exhibit A, Pricing;
- 6.32.2 Exhibit B, Scope of Work;

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

**CONTRACTOR**

Laurie Dwyer MC, LPC  
AUTHORIZED SIGNATURE

Laurie Dwyer MC, LPC  
PRINTED NAME AND TITLE

2330 W. Estrella Drive Chandler AZ 85224  
ADDRESS

08/30/11  
DATE

**MARICOPA COUNTY**

[Signature]  
CHAIRMAN, BOARD OF SUPERVISORS

OCT 03 2011  
DATE

**ATTESTED:**

[Signature]  
CLERK OF THE BOARD 092811

OCT 03 2011  
DATE

**APPROVED AS TO FORM:**

[Signature]  
LEGAL COUNSEL

Sept 30 2011  
DATE

**EXHIBIT A  
PRICING**

SERIAL 11053-RFP  
 NIGP CODE: 95221  
 RESPONDENT'S NAME: Aspen Counseling & Development  
 COUNTY VENDOR NUMBER : 20110008160  
 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](http://www.aspenhousecounseling.com)  
 CONTACT (REPRESENTATIVE): Laurie Dwyer  
 REPRESENTATIVE'S E-MAIL ADDRESS: [aspenhouse@ymail.com](mailto:aspenhouse@ymail.com)

	<u>YES</u>	<u>NO</u>	<u>REBATE</u>
WILL ALLOW OTHER GOVERNMENTAL ENTITIES TO PURCHASE FROM THIS CONTRACT	[ X ]	[ ]	
WILL ACCEPT PROCUREMENT CARD FOR PAYMENT:	[ X ]	[ ]	
WILL OFFER REBATE (CASH OR CREDIT) FOR UTILIZING PROCUREMENT CARD:	[ ]	[ X ]	_____ %

(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:**

**1.1** Group rate/fee, per session, as defined herein, and in accordance with your proposal. Respondents are reminded that group preparation, supplementary counseling, and documentation time are integral to the group rate/fee offered.

**FEE/RATE PER  
SESSION**

\$220.00

**Respondents are reminded that fees exceeding \$225.00 per group will not be considered for award.**

**EXHIBIT B**  
**SCOPE OF WORK**

2.0 Scope of Work

2.1 Technical Requirements

2.1.1 **PARAMATERS** (2.1.1.1-2.1.1.5)

Aspen has demonstrated successful experience and will provide services for all four (4) specific groups that may be referred by MCSO Custody Support Division Staff: Juvenile males, Juvenile females, Adult females and Adult males.

Aspen will facilitate weekly to semi-weekly sessions of anger management services over a maximum 48-week period of time to referred clientele. Aspen has demonstrated the ability to adapt to MCSO staff needs in regards to scheduling and will gladly continue to do so. All groups will be facilitated with the use of a structured curriculum containing a facilitator's guide and a client workbook, provided by Aspen. Each group will be 60-120 in length as mutually agreed upon by MCSO and Aspen. Aspen recommends at least 90 minutes per group session to achieve objectives, but is flexible and willing to work within MCSO scheduling needs. The format will be open-ended, gender specific and bilingual (Spanish) will be made available as needed.

2.1.2 **COUNSELING SERVICES** (2.1.2.1-2.1.2.9)

Aspen facilitators will present each group in a learning environment which is interesting and motivates the inmate to challenge their negative thinking patterns and transform cycles of failure. Facilitators will provide objective presentation of goals and objectives and contrasting behaviors and/or attitudes during each group. Behavioral and employment strategies will be presented to inmates in accordance with "Best Practices". Aspen facilitators will incorporate the Trans-theoretical Model of Change which has been adopted and utilized throughout secure settings. This model relies on motivational approaches to challenge current thinking and behaviors and will assist the inmates in developing their own ambivalence and discrepancy regarding change factors and taught skills to enhance self-efficacy to make initial commitments to change, control behaviors, seek and retain employment.

In accordance with the national trend, our groups will focus on building the inmates self-efficacy by engaging them in sessions that provide objective counseling and training services without moral judgment. Instead we will cultivate and rely on the inmate's assessment of the multiple consequences of anti-social behaviors to be the significant motivator toward change. Pre and Post testing will be conducted and each client will be assessed to determine the inmates progress, risk and needs level, and to determine their amenability to change, the replacement of maladaptive behavior/thinking and skill development. These formatted groups will teach inmates how to redesign and implement new thinking patterns to meet the Division goals of reducing recidivism by teaching inmates how to control anger and stress, recover from chemical addiction, discontinue antisocial behaviors, including domestic violence, seek and retain employment, and make positive, responsible choices.

Our facilitators are trained in service delivery components that utilize a variety of modalities to engage all learning types (Visual, Auditory, and Kinesthetic). Our history of working with MCSO clientele prepares us to understand that we need to not only attend to the inmate's learning style, but that individual and group characteristics may influence the best curriculum to utilize during the sessions. Some inmates are less verbal, some groups have already had a variety of cognitive groups, some groups are less responsive to traditional didactic teaching, some inmates have special educational requirements; Aspen utilizes a variety of evidenced-based curriculum; some proprietary, some provided by the National Institute of Corrections and other sources the reduce the

likelihood that inmates will simply be “reviewing” material they’ve seen several times before. With a curriculum and instructional specialist on board, we can respond to inmate or group need and adjust/enhance curriculum as required. We also offer, as a part of our curriculum, the option to use creative expression or art as part of the counseling and learning process. As stated earlier in this proposal, Aspen Counseling and Development has successfully integrated creative expression into cognitive-behavioral programming. These popular groups provide a forum in which the inmate is engaged in an activity that they truly enjoy, while simultaneously learning the same concepts and components taught in traditional, didactic-only groups. Art therapy also has an added benefit over didactic groups because in creating art, the inmate learns and practices an effective mode of expression of emotions and thoughts. This is especially helpful for less-verbal inmates or those inmates with difficulty in reading or writing. While not all of the group sessions would have to include art, we do offer MCSO the **option** to provide a variety of counseling services to your inmates while still meeting all of the requirements of the groups outlined in the solicitation. We have included both didactic group and art therapy group sample curriculum for your review under the “Data” Tab of this proposal.

Homework is an essential component of applying the tools and skills reviewed during each session and will be assigned throughout the group. This homework will not only include traditional cognitive homework, like thought reports and replacement thinking, but will often include out-of-class practice of specific anger-reducing skills that will be taught as part of the group. A significant piece of our Anger Management services will include teaching and practicing stress/anger reducing skills that will be learned and practiced in *every session*. The repetition of these skills in each session and assigned homework practice is designed to help inmates develop a new base of go-to skills that they can use to manage strong emotions. These skills will include: breathing, progressive muscle relaxation, visualization, meditation, art, and biofeedback, among others. These skills can be learned and utilized immediately by the inmate to help them manage the daily stressors that are part of inmate life. The ability of the inmate to utilize these skills along with successful completion of worksheets and other homework assignments will allow MCSO and Aspen to assess inmate progress, risk and continued need for referrals to additional programs.

**2.1.3 ADMINISTRATIVE SERVICES (2.1.3.1-2.1.3.4)**

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 be 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

**2.1.4 ADMINISTRATIVE INFORMATION (2.1.4.1-2.1.4.2)**

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

Aspen agrees that these services will be provided in accordance with this RFP and as outlined under scope of work. We agree that preparation, documentation, supplementary individual counseling, are inclusive of the session rate.

Aspen will prepare, update, and report outcomes relating to individualized treatment plans as requested by MCSO.

**2.1.5 QUALIFICATIONS (2.1.5.1-2.1.5.5)**

All of the Aspen Counseling & Development (Aspen) facilitators providing direct services possess Master's degrees in the field of human services, and will be under the direct clinical supervision of a Master's level prepared, experienced 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, and Aspen facilitators are in compliance with all applicable statutes and codes.

In addition to the counselors, Aspen also has a PhD whose field of study was "Transition" funded through the National Center on Education Disability and Juvenile Justice. Dr. McGlynn holds a current Arizona certification in special education.

Dr. McGlynn's specific education and training allows Aspen to offer additional expertise in the design and delivery of services, along with the ability to modify/design curriculum to meet the needs of inmates with educational disabilities and transition issues.

Aspen counselors providing direct services will be licensed or eligible for licensure and will possess the appropriate professional certificates. Facilitators will have a minimum of two years experience or a minimum of 2,000 hours in education or counseling. All Aspen facilitators have years of experience providing services in locked, secure settings exceeding the requirements of this RFP.

Aspen has successfully facilitated similar services for MCSO since 2006. Aspen is currently providing a variety of cognitive group formats for MCSO. Our services have been well received by inmates and by MCSO staff. Aspen's focus of work has been the provision of services to offender populations in jails, correctional facilities or locked treatment facilities. Our staff recognizes the unique service delivery implications of working within this environment. Aspen staff have specific experience in addressing the psychological and behavioral implications for inmates as they adjust to, or transition from, incarceration. We have the ability to meet the bilingual needs required for this contract and will provide gender specific programming.

For this RFP, Aspen will combine educational services and behavioral health services for the most efficient and effective service delivery. By combining high-level educational services and best practices in behavioral health, Aspen is able to offer services beyond the regular behavioral health groups. With the expertise to deliver sound curriculum, implement educational/didactic groups using proven practices within the secure care facility, Aspen can provide behavioral health service in the area of Anger Management skill-building which is above and beyond the service required by this RFP.

**2.1.6 CREDENTIALS VERIFICATION (2.1.6.1-2.1.6.5)**

Copies of resumes, college degrees and certifications/licenses in accordance with the solicitation are included under "Qualifications" tab. Aspen counselors will fully comply with the security clearances, background checks and training requirements outlined in the solicitation.

Aspen will 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).

**2.1.7 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 REPORT**

Aspen will furnish the County with a usage report in agreement with the terms outlined in the solicitation.

**2.1.9 FACILITIES**

Aspen will utilize workspace furnished by the county.

**2.1.10 INVOICES AND PAYMENTS**

2.1.11 Aspen will provide invoices and accept payments in accordance with the RFP Sections 2.1.9-2.1.13

**2.2 TAX**

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

**2.3 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 SPECIAL 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:**

3.4.1 ASPEN, to the fullest extent permitted by law, 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 performances of this Contract. ASPEN further recognizes their 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 and expense, that is caused by any negligent acts, errors, omissions, mistakes in the performances of this Contract by ASPEN, as well as any person or entity for whose acts, errors, omissions, mistakes or malfeasance ASPEN may be legally liable.

3.4.2 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.

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

**3.5 INSURANCE REQUIREMENTS:**

Aspen acknowledges and agrees to all of the terms and conditions contained in 3.5-3.5.13 of this proposal regarding specific minimums, companies licensed by the State of Arizona, coverage, deductible, receipt of certificates, Additional Insured's, waiver, Commercial General Liability,

Automobile Liability, Workers' Compensation, Certificates of Insurance, and Cancellation and Expiration notice.

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 solicitation.

3.8 SUBCONTRACTING:

Aspen acknowledges and agrees to the conditions of this solicitation in regards to Subcontracting.

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 ARIZONA REVISED STATUTES §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 ARIZONA REVISED STATUTES §§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.

LAURIE LEANN DWYER DBA: ASPEN COUNSELING& DEVELOPMENT, 1515 E MCLELLAN BLVD,  
PHOENIX, AZ 85014  
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 **September 30, 2014 2017.**