

**SERIAL 14054 RFP INMATE TRANSITIONAL ALPHA PROGRAM RECOVERY SUPPORT
GROUPS Contract - Concepts for Change**

DATE OF LAST REVISION: October 16, 2014 CONTRACT END DATE: October 31, 2017

CONTRACT PERIOD THROUGH OCTOBER 31, 2017

TO: All Departments
FROM: Office of Procurement Services
SUBJECT: Contract for **INMATE TRANSITIONAL ALPHA PROGRAM RECOVERY SUPPORT
GROUPS**

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 **October 16, 2014**.

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
Amie Williams, Sheriff's Office
Jennifer Perks, Sheriff's Office



CONTRACT PURSUANT TO RFP

SERIAL 14054-RFP

This Contract is entered into this 16th day of October, 2014 by and between Maricopa County ("County"), a political subdivision of the State of Arizona, and Concepts for Change, an Arizona corporation ("Contractor") for the purchase of Inmate Transitional ALPHA Program Recovery Support Groups.

1.0 CONTRACT TERM:

1.1 This Contract is for a term of three (3) years, beginning on the 16th day of October, 2014 and ending the 31st day of October, 2017.

1.2 The County may, at its option and with the agreement of the Contractor, renew the term of this Contract for additional terms up to a maximum of three (3) years, (or at the County's sole discretion, extend the contract on a month-to-month bases for a maximum of six (6) months after expiration). The County shall notify the Contractor in writing of its intent to extend the Contract term at least thirty (30) calendar days prior to the expiration of the original contract term, or any additional term thereafter.

2.0 FEE ADJUSTMENTS:

Any request for a fee adjustment must be submitted sixty (60) days prior to the current Contract expiration. 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 Exhibit "A."

3.2 Payment shall be made upon the County's receipt of a properly completed invoice.

3.3 INVOICES:

3.3.1 The Contractor shall submit one (1) legible copy of their detailed invoice before payment(s) can be made. At a minimum, the invoice must provide the following information:

- Company name, address and contact
- County bill-to name and contact information
- Contract serial number
- County purchase order number
- Invoice number and date
- Payment terms

- Date of service
- Quantity
- Contract Item number(s)
- Description of Purchase (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 Submit ALL invoices to the following e mail or postal address:

MCSO Finance –Accounts Payable
mcsso_accounts_payable@mcsso.maricopa.gov (PREFERRED)
550 West Jackson Street
Phoenix, AZ 85003

3.3.4 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 (<http://www.maricopa.gov/Finance/Vendors.aspx>).

3.3.5 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 Exhibit "B", or as otherwise directed in writing by the Procurement Officer.
- 5.2 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.

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

6.2 INSURANCE:

- 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 Insured's.
- 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, Sexual Molestation/Sexual Abuse 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 \$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 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.

6.2.12 Professional Liability Insurance:

Contractor shall maintain Professional Liability insurance which will provide coverage for any and all acts arising out of the work or services performed by the Contractor under the terms of this Contract, with a limit of not less than \$1,000,000 for each claim, and \$3,000,000 for all (aggregate) claims.

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.**

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

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

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 NOTICES:

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

For County:

Maricopa County
Office of Procurement Services
ATTN: Contract Administration
320 West Lincoln Street
Phoenix, Arizona 85003-2494

For Contractor:

Concepts for Change, Inc.
Attn: Lynda Hemann PHD
5008 W. Glendale Ave, #A1
Glendale, AZ 85301

6.5 REQUIREMENTS CONTRACT:

- 6.5.1 Contractor signifies its understanding and agreement by signing this document that this Contract is a requirements contract. This Contract does not guarantee any purchases will be made (minimum or maximum). Orders will only be placed when County identifies a need and issues a purchase order or a written notice to proceed.
- 6.5.2 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.
- 6.5.3 Purchase orders will be cancelled in writing.

6.6 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.

6.7 TERMINATION FOR DEFAULT:

- 6.7.1 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.
- 6.7.2 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.
- 6.7.3 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.
- 6.7.4 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.

6.8 TERMINATION BY THE COUNTY:

If the Contractor should be adjudged bankrupt or should make a general assignment for the benefit of its creditors, or if a receiver should be appointed on account of its insolvency, the County may terminate the Contract. If the Contractor should persistently or repeatedly refuse or should fail, except in cases for which extension of time is provided, to provide enough properly skilled workers or proper materials, or persistently disregard laws and ordinances, or not proceed with work or otherwise be guilty of a substantial violation of any provision of this Contract, then the County may terminate the Contract. Prior to termination of the Contract, the County shall give the

Contractor fifteen- (15) calendar day's written notice. Upon receipt of such termination notice, the Contractor shall be allowed fifteen (15) calendar days to cure such deficiencies.

6.9 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.

6.10 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.

6.11 ADDITIONS/DELETIONS OF SERVICE:

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

6.12 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.

6.13 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.

6.14 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.

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

6.15.1 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.

6.15.2 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.

6.15.3 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.

6.16 **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.

6.17 **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.

6.18 **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.

6.19 **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.

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

6.20.1 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.

6.20.2 The County retains the legal right to inspect contractor and subcontractor employee documents performing work under this Contract to verify compliance with paragraph 6.20.1 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.

6.21 CONTRACTOR LICENSE REQUIREMENT:

- 6.21.1 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.
- 6.21.2 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.

6.22 CERTIFICATION REGARDING DEBARMENT AND SUSPENSION

- 6.22.1 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:
 - 6.22.1.1 are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal Department or agency;
 - 6.22.1.2 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;
 - 6.22.1.3 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
 - 6.22.1.4 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.
- 6.22.2 Should the Contractor not be able to provide this certification, an explanation as to why should be attached to the Contract.

6.22.3 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.

6.23 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.

6.24 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

6.25 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.

6.26 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:

6.26.1 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,

6.26.2 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.

6.27 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.

6.28 INCORPORATION OF DOCUMENTS:

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

6.28.1 Exhibit A, Pricing;

6.28.2 Exhibit B, Scope of Work;

6.28.3 Exhibit B-1, Vendor's Response;

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

CONTRACTOR

CONCEPTS FOR CHANGE, INC.
RESPONDENT (FIRM) SUBMITTING PROPOSAL

Dr. Lynda K. Hemann
AUTHORIZED SIGNATURE

LYNDA K. HEMANN, Ph.D, MPH, LISAC #10812
PRINTED NAME AND TITLE

5008 W. GLENDALE AVE, GLENDALE, AZ. 85301
ADDRESS

13 October 2014
DATE

MARICOPA COUNTY

[Signature]
CHIEF PROCUREMENT OFFICER,
OFFICE OF PROCUREMENT SERVICES

10/17/14
DATE

ATTESTED:

CLERK OF THE BOARD

DATE

APPROVED AS TO FORM:

[Signature]
LEGAL COUNSEL

16 October 2014
DATE

EXHIBIT A
PRICING

SERIAL 14054-RFP

NIGP CODE:95221

COMPANY NAME:

Concepts for Change

DOING BUSINESS AS (DBA) NAME:

MAILING ADDRESS:

5008 W Glendale Ave # A1

Glendale AZ 85301

REMIT TO ADDRESS:

TELEPHONE NUMBER:

623-930-9317

FACSIMILE NUMBER:

623-930-9521

WEB SITE:

REPRESENTATIVE NAME:

Lynda Hemann PHD

REPRESENTATIVE PHONE NUMBER:

REPRESENTATIVE E-MAIL:

concepts123@aol.com

YES NO REBATE

WILL ALLOW OTHER GOVERNMENTAL ENTITIES TO PURCHASE FROM THIS CONTRACT:

WILL ACCEPT PROCUREMENT CARD FOR PAYMENT:

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.

NET 30 DAYS

1.0 PRICING:

1.1 Inmate Transitional ALPHA Program Recovery Support Groups per the proposer's/respondent's proposal response, in accordance with the Scope of Work (SOW) as defined herein, per individual client/session.

\$250.00 /group

1.2 Inmate Intake Fee

\$40.00 /client

Fees exceeding \$250.00 per group session will not be considered. **Fees exceeding \$40.00 for intake fee will not be considered.** Proposers/respondents are encouraged to submit competitive fees when submitting responses. Preparation, supplementary individual counseling, and documentation time shall be considered part of, and included in, the fee/rate offered.

EXHIBIT B
SCOPE OF WORK

1.0 INTENT:

The intent of this solicitation is to provide group therapy services for referrals from the Maricopa County Sheriff's Office (MCSO) ALPHA Program. The ALPHA Program is the Sheriff's Office jail based outpatient substance abuse treatment program. The Transitional ALPHA Program (TAP) is the aftercare portion of the program, which takes place in the community, and provides group therapy sessions that are intended to support the ALPHA Participants sobriety. Inmates that graduate the 16 week ALPHA Program are eligible for TAP. The program shall be developed to the satisfaction of the MCSO and meet all the criteria as contained in the statement of work, herein. Maricopa County reserves the right to make multiple provider/contractor awards, in the best interests of the County.

Other governmental entities under agreement with the County may have access to services provided hereunder (see also Section 2.6 and Section 2.7, below)

The County reserves the right to add additional contractors, at the County's sole discretion, in cases where the currently listed contractors are of an insufficient number or skill-set to satisfy the County's needs.

2.0 SCOPE OF WORK:

2.1 TECHNICAL REQUIREMENTS:

2.1.1 Counseling Qualifications:

2.1.1.1 Facilitators providing direct services (client contact) shall possess a master's degree in the field of human services (e.g. Counseling, Psychology, Social Work, or related field), or shall be under the direct clinical supervision from a Ph.D. level or Masters level prepared supervisor. The facilitators providing direct services shall be state certified Counselors or eligible for Licensure. A minimum of one available bi-lingual counselor, conversant in English and Spanish is required.

2.1.1.2 Facilitators shall possess appropriate professional certificates in counseling to be eligible or Licensure. Criteria for eligibility for licensure may be obtained from Board of Behavioral Health Examiners, phone number (602) 542-1882.

2.1.1.3 In addition, facilitators should have a minimum of two years' experience or at least 2,000 hours in education or counseling. The facilitator must be experienced in delivering substance abuse, recovery support, relapse prevention, stress management and impulse control therapy. This experience should include the facilitation of educational/didactic groups for criminal offenders.

2.1.1.4 The agency and facilitator shall have a minimum of two (2) years' experience providing group therapy to jail inmates.

2.1.2 Credentials Verification:

2.1.2.1 Each applicant must submit copies of resumes and certificates of counseling expertise and college degrees from a recognized college and be recognized by the Arizona Board of Behavioral Health Examiners for each person who will be providing direct services to ALPHA Program referrals. Resumes must include both education and related work experience. Resumes for staff providing direct and/or supervisory services are to be included with the proposal as an attachment. (Include resumes and copies of certifications/licensures in "Other Data" section of the proposal).

2.1.3 Parameters:

2.1.3.1 Clients will be referred by the MCSO Custody Support Division's Alpha staff.

2.1.3.1.1 There are Two (2) specific groups that will be referred for these services:

2.1.3.1.1.1 Adult female ALPHA Graduates.

2.1.3.1.1.2 Adult male ALPHA Graduates.

2.1.3.2 Proposer/respondent, must offer services to all specific groups, as listed in 2.1.3.1.1 Proposal/response shall clearly state Contractor is willing to provide services to all specific groups.

2.1.3.3 Group times must be flexible and offer evening and weekend times.

2.1.3.4 All groups must be gender specific and only be for MCSO referred ALPHA Graduates. Any exceptions must be approved by MCSO prior to another client participating in the group.

2.1.3.5 MCSO Custody Support Division Supervisory and Command Staff must be able to observe groups and provide feedback.

2.1.4 Services:

2.1.4.1 Each proposer/respondent shall provide a proposal for services that includes methods to:

2.1.4.1.1 Facilitate a learning environment that supports substance abuse recovery whereby clients are:

2.1.4.1.1.1 Provided an objective presentation of goals, objectives & contrasting behavior and/or attitudes;

2.1.4.1.1.2 Taught skills to enhance self-efficacy necessary to make initial commitments to change, control behaviors, seek and retain employment.

2.1.4.1.1.3 Address the immediate crisis situation to resolve relevant issues to function appropriately in program groups or with personal activities and responsibilities.

2.1.4.1.1.4 Taught skills and are given guidance for relapse prevention, readjusting to the community, building pro-social relationships, and time management.

2.1.4.1.2 Aid in reducing recidivism, by supporting inmates who have recently completed substance abuse treatment and are in recovery to learn how to control anger and stress, recover from chemical addiction, discontinue anti-social behaviors including domestic violence, and make positive, responsible choices.

2.1.4.1.3 Re-assess through activity that measures change in offender's amenability and/or commitment to the outpatient treatment process.

2.1.4.1.4 Prepare discharge summaries along with recommendations that are sent to MCSO ALPHA staff and referral source if the person is referred for continuing care.

2.1.4.1.5 The therapy groups for the Transitional ALPHA Program must be gender specific and offered at a minimum of three (3) separate locations within Maricopa County. Each location must be approved by MCSO Staff.

2.1.4.1.6 Each referred ALPHA Graduate will be offered six (6) months of the Transitional ALPHA Program Groups. Any changes to frequency or implementation will be at the discretion of MCSO ALPHA Staff.

2.1.4.1.6.1 The initial intake must be completed by the referred participant within three (3) weeks of their release from MCSO Custody

2.1.4.1.6.2 The participant must begin group therapy sessions within one month of their release from custody.

2.1.4.1.6.3 Once the participant begins the program they must complete two (2) sessions per week for two (2) months, and then one (1) session per week in the final four (4) months.

2.1.4.1.6.3.1 Missed groups or any changes to this set schedule must be excused/approved by MCSO. Unexcused absences may lead to discharge from the Transitional ALPHA Program.

2.1.5 Administrative Services:

2.1.5.1 The provider will keep accurate attendance and notification of absences or refusal of services that will be given to the MCSO on a weekly basis.

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

2.1.5.3 Statistical reports are to be completed and submitted to MCSO personnel as indicated. Progress evaluation methods and measurements are some dynamics which are to be measured throughout the treatment and contract duration. When requested, the provider will meet with MCSO staff for collaboration of the referred ALPHA graduates' individual or group treatment, services and progress.

2.1.5.4 If it is determined that an offender may be recommended discharge from group, the provider will notify MCSO Programs personnel. Such notification shall occur prior to termination unless infraction violates the safety and well-being of the offender or others. If terminated from treatment, a written report is to be submitted to the identified MCSO staff within 24 hours of dismissal. MCSO will make the final decision on all discharges.

2.1.6 Administrative Information:

2.1.6.1 **Proposers/respondents are to limit their PROGRAM PROPOSAL to 5 pages or less.** Attachments regarding staff credentials may be attached, but discretion should be used in the quantity of submitted attachments. Response to total proposal scope of work shall be within five (5) pages. Emphasis is to be on program design and delivery plan pertinent to the stated scope of work. Other

scope of work requirements should be addressed with a brief statement regarding plan for satisfying requirements.

2.1.6.2 Providers will facilitate all groups at their own locations throughout Maricopa County.

2.1.6.3 Proposers/respondents shall offer a fee/rate for services on a *cost per individual client session basis*. **Fees exceeding \$250.00 per group session will not be considered.** Proposers/respondents are encouraged to submit competitive fees when submitting responses. Preparation, supplementary individual counseling, and documentation time shall be considered part of, and included in, the group fee/rate offered. **Not included in this fee will be a fee for the intake of the individual with the vendor, this fee is not to exceed \$40.00.**

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

2.1.7 MCSO SECURITY/BACKGROUND CLEARANCE GUIDELINES

2.1.7.1 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.

2.1.7.2 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,

2.1.7.3 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.

2.1.7.4 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.

2.1.8 PRISON RAPE ELIMINATION ACT (PREA)

2.1.8.1 “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 attached Acknowledgement form (Exhibit 2).

2.1.8.2 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.

2.1.8.3 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.

2.1.9 PREA TRAINING

2.1.9.1 ALL Contractors' shall sign a Prison Rape Elimination Act (PREA) Acknowledgement Form, and ALL Contractors' 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.

2.1.10 DETENTION AND SHERIFF'S OFFICE FACILITIES SECURITY GUIDELINES
Effective: 01/28/2014

PART 1 – GENERAL ACCESS REQUIREMENTS AND SECURITY BACKGROUND CHECKS

For the purpose of this procedure, the following terms shall apply

Acceptable ID: Identification documents such as a driver's license, passport or military ID which contain at a minimum: date of birth, sex and either a clear photograph or a second numerical identifier, such as a Social Security number. If an Arizona Driver License number is not submitted, the applicant must submit to a digital photograph that will be used during the background investigation and for an ID card if appropriate.

Contractor Personnel: Non-employees who provide services in any Sheriff's Facility on a regular or irregular basis. Contractor personnel shall have entry to detention or district facilities at the discretion of the Sheriff or his designee for the duration of the required work assignment. Contractor personnel shall complete a Sheriff's Office Application for Jail Access and the Prison Rape Elimination Act forms prior to performing any services, or gaining access to any Sheriff's Office Facility. Application forms shall be completely and legibly filled out and signed. False statements shall be grounds for disqualifying the applicant. Application forms shall be submitted to the Volunteer Coordinator who will then forward the forms to the Sheriff's Office Records and ID Division for processing. Forms must be submitted to the Maricopa County Sheriff's Office Volunteer Coordinator in the Custody Support Division at least TEN (10) working days prior to the date required to access the facility. You can reach Lin Armstrong at 602-876-7207 (Mon – Fri).

The information provided on the Maricopa County Sheriff's Office Application for Jail Access form will be used to conduct a criminal history check. Any resulting criminal history documentation will be forwarded to the Sheriff's Office Volunteer Coordinator, or his designee. It will be reviewed on a case by case basis to determine whether the applicant poses any risk to the safety of any persons, or to the security of any jail or facility.

Applicants must meet the following conditions to be approved by the Sheriff or his designee for access to Sheriff's Office Facilities:

- a. Be at least eighteen (18) years of age. There will be no exceptions.
- b. At least twelve (12) months must have elapsed since serving a term of probation or parole.
- c. If the ex-offender served a jail sentence as the result of a misdemeanor conviction, a minimum of twelve (12) months must have elapsed since last being incarcerated in any jurisdiction.
- d. If the ex-offender served a jail or prison term as a result of a felony conviction, access will be determined for programs on a case by case basis.

Contractor personnel who are approved after a criminal history check shall be issued a Sheriff's Office Volunteer Badge. The card remains the property of the Sheriff's Office and may be revoked if the following rules and regulations are not adhered to:

SERIAL 14054-RFP

- a. The card shall be worn in plain view on the front of the shirt or on a chain around the neck at all times while in a Sheriff's Office facility.
- b. All personnel are required to submit to a search for contraband, if asked.
- c. Contractor personnel are prohibited from duplicating the card.
- d. Contractor personnel who lose their access cards shall report the loss to the Jail Commander or Sheriff's Office Volunteer Coordinator as soon as possible.
- e. Allowing another person to use the I.D. Card is prohibited.

Contractor's personnel who become involved in a criminal investigation during the contract period, either on the job or on their own time, must notify the Sheriff's Office Volunteer Coordinator within twenty-four hours. Contractor's personnel access may be subsequently suspended or revoked at the discretion of the Sheriff's office Volunteer Coordinator, Facility Commander/ District Commander or designee.

All concerns regarding contractor personnel should be forwarded to the Sheriff's Office Volunteer Coordinator. The services of any contractor may be reduced, postponed or discontinued for any of the following reasons:

- a. Violating these guidelines.
- b. Participating in unlawful or immoral conduct.
- c. Showing signs of an illness or condition that might interfere with the individual's ability to perform his duties or threaten the security, health or safety of anyone involved.
- d. Reporting to work with any odor of intoxicating beverage on their breath or while under the influence of any intoxicating beverage to any degree.
- e. Behaving in a manner which threatens the safety and security of the jail, staff or inmate.
- f. Unauthorized contact with inmates.
- g. Possession or use of any controlled substances, narcotics or hallucinogens, except when prescribed by a physician, for any illness or injury unless otherwise provided by the Arizona Revised Statutes §13-2501.
- h. Possession of any weapon on or near County property.
- i. Failure to follow the directions of a Sheriff's Office Staff.
- j. Being in an unauthorized area.
- k. Possession of tobacco products, including electronic cigarettes or pipes, alcohol, and weapons are strictly prohibited on jail premises.
- l. Under no circumstances will cell phone cameras be used without the express permission of the Jail Commander/District Commander or designee.
- m. Under no circumstances will MP3 players, radios, I-Pods or similar devices be permitted on to the facility.
- n. Contraband as defined in Arizona Revised Statute §13-2501.

The Sheriff's Office Volunteer Badge Card is to be used for no other purpose than to access the specific areas related to the individuals required duties. On completion or termination of services, the cardholder shall immediately return the card to the Jail Commander/District Commander, or the Sheriff's Office Volunteer Coordinator.

EXHIBIT B-1
VENDOR'S RESPONSE

INTRODUCTION AND SUMMARY

The essential theme inherent to the MCSO ALPHA Program is an acceptance and demonstration of “community” as exhibited by participants’ development of personal integrity, accountability for self and others, and responsibility to self, others, and society at large. This is a developmental process begun by the ALPHA program staff through their intensive primary alcohol and drug rehabilitation program. These constructs are essential to an individual’s sustained long term recovery and are foundational to all aftercare efforts. In addition, all therapeutic constructs offered in the primary program, such as those in Thinking For Change, must be constantly threaded and reinforced through continuing care as the issues of relapse, relapse prevention, and core psychological issues are addressed. The three phase program design suggested by Concepts For Change is based on robust empirical evidence generated by the Delaware Department of Corrections’ Key and Crest Programs. This outcome research supports community-based multistage substance abuse treatment programs for drug-involved offenders utilizing specifically designed curricula to address unique issues by gender. Furthermore, Dr. Hemann of Concepts For Change has direct experience with this model because she implemented a similar program for the Nevada Department of Corrections.

Concepts For Change ‘s proposal incorporates the services of a bilingual multi-disciplinary treatment team composed of a psychiatrist, two naturopaths, two Ph.D prepared LISACs, two masters prepared licensed substance abuse counselors, a licensed professional counselor, an art therapist, a massage therapist, and five recovery coaches. The foundation of this program is predicated on a comprehensive intake begun prior to the ALPHA inmate’s release to ensure seamless entrance into the aftercare program and provision of personal staff contact to maximize retention. This intake process, conducted by the Ph.D. LISACs, involves collaboration with pertinent ALPHA staff to gather relevant clinical information about the inmate, completion of AHCCCS paperwork, completion of a standardized assessment form, and completion of psychometric instruments to measure outcome data on program effectiveness. Introduction to and assignment of a peer mentor/recovery coach is accomplished. Similar to sponsorship in the Fellowship, this individual will maintain constant contact with the ALPHA inmate from his/her immediate jail release throughout the duration of the aftercare program to concentrate on motivation and goal attainment through group work and consistent individual contact. This represents phase one of the suggested program design.

Phase two of the program design offers an intensive relapse prevention therapy program combining clinical contact with Ph.D or masters prepared licensed counselors according to the parameters of the solicitation and, in addition to these parameters at no cost to MCSO, recovery coaching offered by behavioral health technicians, directly supervised by Ph.D. LISAC staff, and maintained continuous personal recovery programs of at least five years. The clinical portion of this phase, focusing on relapse prevention, utilizes Gorski’s developmental model of recovery and relapse as well as SAMHSA’s TAP Series #19. This approach combines a cognitive-behavioral design with personal homework assignments allowing individualized examination of one’s prior abstinence attempts and/or attempts to control use of substances. The recovery coaching component doubles the intensity of contact afforded the recovering client through the addition of peer group meetings and consistent individual contact. Use of trained peer recovery coaches maximizes personal contact with the client to identify additional problem areas, introduce and accompany clients to area Fellowship meetings, maintain adherence to treatment plan goals, and communicate with the primary counselor in regards to overall client progress. This approach offers a personal recovery sponsor for each ALPHA inmate to assist with the overall psychosocial stress of reintegration into society from jail.

The third and final phase of Concepts For Change’s program design focuses on core psychological issues underlying substance use. These issues most often consist of trauma, abuse, and deprivation and lay the psychological foundation for anger and aggression problems, failure identities, cognitive distortions, and communication problems which subsequently affect the early recovering client’s life spheres of work, education, relationships, and personal self-esteem. It is empirically documented that deficiencies in these areas lay the foundation for recidivism both chemically and criminally. This intense clinical component continues to combine recovery coaching in order to decrease the incidence of relapse which is inordinately high the first six months of release from a controlled environment such as jail.

The only services billed to MCSO would be intake services at \$40.00 per individual and clinical group counseling at \$250.00 per group. There would be no charge to MCSO for any additional services by Concepts For Change.

PROPOSAL (Reference 2.0 “SCOPE OF WORK”)

Counseling Qualifications: Concepts For Change will provide two Ph.D. degreed LISACs, two masters degreed licensed substance abuse counselors, and four associate degreed (eligible for LSAT) para-professionals to implement the proposed program. One Ph.D. LISAC and one masters degreed LISAC are fluent in Spanish. Supervision will be provided by the Ph.D. degreed LISACs. All individuals meet minimum requirements for experience, education, or counseling. All are experienced in the delivery and facilitation of substance abuse related topics and groups. As an agency, Concepts For Change has seventeen years of experience providing services to incarcerated individuals.

- **Credentials Verification:** Credentials are included in section 3.20.4 entitled “Qualifications.”
- **Parameters:** The parameters delineated in the solicitation of specific groups for MCSO ALPHA graduates only, gender specific groups, flexible group times including weekend and evening hours, and ability of identified MCSO staff to observe groups and provide feedback will be met.
- **Services:** Concepts For Change has designed a unique gender specific intensive three phase program to address substance abuse recovery. As such, this program concentrates on reinforcing key constructs delivered in the primary ALPHA Program through continuation of cognitive-behavioral approaches and integration of foundational material as offered in the Thinking For Change curriculum. Primary emphasis is on advancing continued recovery by building self-esteem, reducing failure identities, and incorporating behavioral techniques necessary to promote continued abstinence. This is accomplished through intense individualized relapse prevention work, identification and amelioration of core psychological issues that provide the emotional basis for continued substance use, impulse control work which focuses on anger issues, and the reduction of failure identities.

The program begins with a thorough intake process conducted by a Ph.D. LISAC. The goal of this phase is to: 1) Personally meet the ALPHA inmate who is up for release and establish beginning rapport; 2) Meet with the inmate’s primary ALPHA counselor for a clinical overview of the inmate and begin initial treatment planning; 3) Introduce the inmate to his/her personal recovery coach; 4) Complete pertinent agency intake forms, informed consent, and releases of information; 5) Complete designated psychometric instruments for pre/post outcome data measuring program effectiveness; and 6) Completion of AHCCCS paperwork for submission upon the inmate’s release to facilitate provision of and reimbursement for additional ancillary services not covered by MCSO contractual funds. The advantage of this pre-release intake process is three-fold: 1) It increases the likelihood of a firm transition to the outside agency by establishing beginning rapport and personal contact with a peer recovery coach who will maintain telephone contact with the inmate from the day of release; 2) It does not use any of the contracted therapeutic program time for completion of preliminary paperwork; and 3) It develops a realistic initial treatment plan with which to begin immediate counseling efforts. In short, it minimizes “down time” from treatment and maximizes retention through personal contact.

Phase two of Concepts’ program offers two clinical therapy groups invoiced to MCSO and two recovery coaching groups at no additional cost to MCSO. These four groups would be offered each week for eight weeks combined with individual contact (primarily by phone and at no additional cost to MCSO). All groups are designed for 120 minutes each with total group contact totaling 64-hours over 2-months. The primary focus of this phase is to integrate and reinforce therapeutic constructs from the completed ALPHA primary program with those aspects of recovery concerning the relapse process, relapse prevention, and continuing personal growth as a pro-social member of society. This maximizes client integration of those key constructs and behavioral tools necessary for personal management of a substance disorder

The goals of the clinical therapy groups are to: 1) Define and describe lapse and relapse; 2) Describe relapse progression and identify one’s individual relapse progression; 3) Describe post- acute withdrawal and long term withdrawal and identify one’s personal signs and symptoms of each; 4) Define and describe stages of recovery and key relapse issues and present one’s personal stages of recovery and key relapse issues; 5) Describe and present what one’s next relapse would look like; 6) Identify, describe, and present one’s personal indicators associated with his/her relapses; 7) Define, describe, and present one’s personal triggers to relapse that include situational, environmental, relationships, and sensory (i.e., visual, auditory, olfactory, gustatory, and tactile) stimuli; 8) Identify and present names of significant individuals who would be willing to participate in a relapse prevention plan; 9) Develop and present individual personal relapse prevention plans for each stage of relapse; 10) Identify and present resources necessary for one’s personal continuing care; and 11) Develop and present for group feedback an individual continuing care plan that is realistic, attainable, and measurable. Clinical therapy groups are led primarily by masters prepared licensed substance abuse counselors.

The recovery coaching groups, which implement research based evidence on the efficacy of peer support, offer a peer mentor and support environment where the ALPHA graduate discusses and completes the clinical group homework assignments. In addition, this group is to provide a personal check-in by the ALPHA graduate as to individual progress on treatment plan goals, psycho-social stressors that are encountered, barriers to recovery, work, and Fellowship attendance. The recovery coaches are directly supervised by Ph.D. LISAC staff and are in constant communication with the primary clinician in terms of the ALPHA graduate's progress on treatment plan goals and status in the recovery program. Recovery coaches will also facilitate the ALPHA graduate's participation in self-help programs as part of Concepts' design. Recovery coaches are all associate degree graduates from the Glendale Community College Behavioral Health Sciences Program, have all completed a supervised internship/practicum at Concepts For Change, and are working active recovery programs with long term abstinence.

The third phase of Concepts For Change's program is designed for 16-weeks (four months) of contact with one clinical therapy group and one coaching group offered each week. This totals 64-hours of client contact in a group venue with additional individual hours for each participant over the four month program. The primary focus of this phase is to integrate and reinforce therapeutic constructs from both the ALPHA primary program and phase two of the Concepts' program. Emphasis is on the relationship of trauma, abuse, deprivation, and gender role strain issues to substance use/abuse, aggression, domestic violence, risky behaviors, development of failure identities, and depression. This phase addresses the core psychological issues which are foundational to substance disorders, criminal behavior, and impulse control problems.

The goals of the clinical therapy groups are to: 1) Define, describe, and analyze gender role socialization and identify its effects on the personal lives of each participant; 2) Examine and present one's personal relationship between gender role issues, substance disorders, unhealthy relationships, anger, aggression, domestic violence, and depression; 3) Examine the foundations of core beliefs, rules of engagement with others, cognitive distortions, and identify their personal relationship for each participant; 4) Discuss communication patterns between individuals and their relationship to core beliefs (the men's groups will discuss male alexithymia and its relationship to depression, violence, and aggression); 5) Apply all constructs to self and process/discuss personal application; and 6) Identify and practice behavioral change techniques through demonstration, role play, and rehearsal.

When initiating a clinical focus on core psychological issues that underlie substance abuse/disorders, it is imperative to address the increased risk of recidivism both chemically and criminally. The first six months of recovery are especially vulnerable to this. As such, Concepts For Change's use of recovery coaching groups and recovery coaches is extremely therapeutic. These groups and personal individual contact offer a therapeutic relationship that more resembles peer mentoring or sponsorship and avoids the power differential inherent to client and therapist. It offers a more relaxed and informal atmosphere within which to assist an individual in his/her recovery efforts provided by para-professionals who are also working programs of recovery and present more realistic role models. This innovative conceptual design utilizing evidenced based approaches and a gender responsive curriculum moves well beyond the parameters identified in the solicitation at no additional cost to MCSO.

- **Administrative Services:** All clinical files are legally correct and maintained in accordance with ADHS regulations/statutes. Potential terminations from the Concepts' program will be staffed with identified MCSO staff prior to actual discharge unless the program participant presents a risk to the safety and well-being of self or others.
- **Administrative Information:** Concepts For Change will facilitate all groups at three of their locations throughout Maricopa County. Fees are addressed at Exhibit A. Concepts For Change will prepare, update, and report outcome data as requested.
 - The three locations are:
 - 5008 W. Glendale Ave. Glendale, AZ. 85301
 - 1480 E. Bethany Home Rd. #230 Phoenix, AZ. 85014
 - 4823 S. 7th Street Phoenix, AZ. 85040
- **MCSO Security/Background Clearance Guidelines:** All individuals associated with this proposal will complete required background checks and security clearance. Four individuals currently are badged by

MCSO. All individuals associated with this proposal will comply with MCSO security policies and procedures.

- **Prison Rape Elimination Act (PREA):** All individuals associated with this proposal will comply with the PREA standards.
- **PREA Training:** All individuals associated with this proposal have signed the PREA Acknowledgement Form (Reference Exhibit 2). Two individuals (Dr. Hemann and Mr. Quezada) currently have completed the mandatory PREA training.
- **Detention and Sheriff's Office Facilities Security Guidelines:** Concepts For Change will comply with all guidelines.
- **Usage Report:** Concepts For Change will furnish the County a quarterly usage report delineating the acquisition activity governed by the contract in a format approved by the County.
- **Invoices and Payments:** Concepts For Change will comply with all terms indicated.

QUALIFICATIONS

Concepts For Change, Inc. is an Arizona State licensed outpatient rehabilitation clinic that has chosen to specialize in working with the substance disordered offender. They have been licensed since 1997. During this time, they have had contracts with Maricopa County Sheriff's Office, Maricopa County Adult Probation, Arizona Department of Corrections Correctional Officer Offender Liaison Program, Drug Court, and DUI Court. They received outstanding evaluations when audited by these entities.

Concepts For Change is owned and clinically directed by Dr. Lynda Hemann. Dr. Hemann is a licensed independent substance abuse counselor (LISAC #10810) with over 40 years of experience, 20+ of which has been with the criminal justice population. She holds a Ph.D. in addiction psychology and has spent her efforts perfecting evidenced based techniques, developing curricula, and programs with which to treat the offender population. She conducted innovative quantitative research (currently in the process of publication) on 783 Maricopa County Sheriff's Office jail inmates and served as the State of Nevada Department of Corrections Director of Inmate Substance Abuse Programs. Dr. Hemann will have total responsibility for the administration and oversight of the contract. She will devote an estimated 70% of her time to the contract, conduct intakes, facilitate therapy groups, and provide clinical supervision.

Additional Project personnel include:

Dr. Elizabeth Sedano, Ph.D., LISAC #10077: Dr. Sedano has over 20 years of clinical experience and 15 years with the criminal justice population. She will conduct intakes, facilitate therapy groups, and share clinical supervisory responsibilities for all additional counseling staff with Dr. Hemann. It is estimated she will devote approximately 30% of her time to this contract. Dr. Sedano is fluent in Spanish.

Mr. Eusebio Quezada, BA., LISAC #11384: Mr. Quezada is a bilingual counselor who has had over 17 years of clinical experience. He has had over 10 years' experience with the criminal justice population. He will facilitate men's therapy groups and devote approximately 20 to 25% of his time to this contract.

Ms. Deborah S. Metzger, MS, LASAC #13270: Ms. Metzger has had over 6 years clinical experience primarily with the criminal justice population. She will be conducting clinical therapy groups for women and men. She will devote approximately 20 to 25% of her time to this contract.

CONCEPT FOR CHANGE, INC., 5008 W. GLENDALE AVENUE, GLENDALE, AZ 85301

PRICING SHEET: NIGP CODE 95221

Vendor Number: 2011000568 0

Certificates of Insurance Required

Contract Period: To cover the period ending **October 31, 2017.**