

**SERIAL 16069 RFP COGNITIVE RESTRUCTURING GROUPS - MCSO**  
**Contract - Aspen**

**DATE OF LAST REVISION: May 18, 2016**

**CONTRACT END DATE: May 31, 2018**

**CONTRACT PERIOD THROUGH MAY 31, 2018**

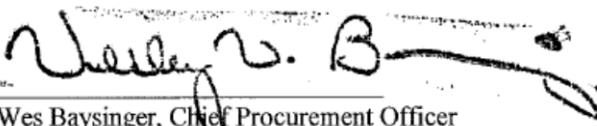
TO: All Departments

FROM: Office of Procurement Services

SUBJECT: Contract for **COGNITIVE RESTRUCTURING GROUPS - MCSO**

Attached to this letter is published an effective purchasing contract for products and/or services to be supplied to Maricopa County activities as awarded by Maricopa County on **May 18, 2016**.

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  
Amie Bristol, MCSO

(Please remove Serial 09110-RFP from your contract notebooks)



## CONTRACT PURSUANT TO RFP

**SERIAL 16069-RFP**

This Contract is entered into this 18th day of May, 2016 by and between Maricopa County (“County”), a political subdivision of the State of Arizona, and Aspen Counseling and Development, LLC , an Arizona corporation (“Contractor”) for weekly to semi-weekly, cognitive restructuring group therapy, the Thinking for a Change (T4C) and curriculum based educational services.

### 1.0 CONTRACT TERM:

- 1.1 This Contract is for a term of two (2) years, beginning on the 18th day of May, 2016 and ending the 31st day of May, 2018.
- 1.2 The County may, at its option and with the agreement of the Contractor, renew the term of this Contract for additional terms up to a maximum of four (4) 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 sixty (60) calendar days prior to the expiration of the original contract term, or any additional term thereafter.

### 2.0 FEE ADJUSTMENTS:

- 2.1 At the County’s sole discretion, compensation may be adjusted at the Contract anniversary date.

### 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. Incomplete invoices will not be processed. 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 (number of days or weeks)
- Description of Purchase (services)
- Extended price

- Arrival and completion time (if applicable)
- Total Amount Due

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

3.3.3 Submit ALL invoices to the following e mail or postal address:

MCSO Finance –Accounts Payable  
[mcsaccounts payable@mail.maricopa.gov](mailto:mcsaccounts payable@mail.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 Discounts offered in the contract shall be calculated based on the date a properly completed invoice is received by the County (ROI).

3.3.6 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 APPLICABLE TAXES:

3.4.1 **Payment of Taxes:** The Contractor shall pay all applicable taxes. With respect to any installation labor on items that are not attached to real property performed by Contractor under the terms of this Contract, the installation labor cost and the gross receipts for materials provided shall be listed separately on the Contractor's invoices.

3.4.2 **State and Local Transaction Privilege Taxes:** Maricopa County is subject to all applicable state and local transaction privilege taxes. To the extent any state and local transaction privilege taxes apply to sales made under the terms of this contract it is the responsibility of the seller to collect and remit all applicable taxes to the proper taxing jurisdiction of authority.

3.4.3 **Tax Indemnification:** Contractor and all subcontractors shall pay all Federal, state, and local taxes applicable to its operation and any persons employed by the Contractor. Contractor shall, and require all subcontractors to hold Maricopa County harmless from any responsibility for taxes, damages and interest, if applicable, contributions required under Federal, and/or state and local laws and regulations and any other costs including transaction privilege taxes, unemployment compensation insurance, Social Security and Worker's Compensation.

3.5 TAX: (SERVICES)

No tax shall be levied against labor. It is the responsibility of the Contractor to determine any and all taxes and include the same in proposal price.

3.6 STRATEGIC ALLIANCE for VOLUME EXPENDITURES (\$AVE):

3.6.1 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.

3.7 INTERGOVERNMENTAL COOPERATIVE PURCHASING AGREEMENTS (ICPA's)

3.7.1 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 may 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:

To the fullest extent permitted by law, and to the extent that claims, damages, losses or expenses are not covered and paid by insurance purchased by the Contractor, the Contractor shall defend indemnify and hold harmless the County (as Owner), its agents, representatives, agents, officers, directors, officials, and employees from and against all claims, damages, losses, and expenses (including, but not limited to attorneys' fees, court costs, expert witness fees, and the costs and attorneys' fees for appellate proceedings) arising out of, or alleged to have resulted from the negligent acts, errors, omissions, or mistakes relating to the performance of this Contract.

Contractor's duty to defend, indemnify, and hold harmless the County, its agents, representatives, agents, officers, directors, officials, and employees shall arise in connection with any claim, damage, loss, or expense that is attributable to bodily injury, sickness, disease, death or injury to, impairment of, or destruction of tangible property, including loss of use resulting there from, caused by negligent acts, errors, omissions, or mistakes in the performance of this Contract, but only to the extent caused by the negligent acts or omissions of the Contractor, a subcontractor, any one directly or indirectly employed by them, or anyone for whose acts they may be liable,

regardless of whether or not such claim, damage, loss, or expense is caused in part by a party indemnified hereunder.

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

6.2.7 The policies required hereunder, except Workers' Compensation and Errors and Omissions, shall contain a waiver of transfer of rights of recovery (subrogation) against County, its agents, representatives, officers, directors, officials and employees for any claims arising out of Contractor's work or service.

6.2.8 **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, \$4,000,000 Products/Completed Operations Aggregate, and \$4,000,000 General Aggregate Limit. The policy shall include coverage for premises liability, bodily injury, broad form property damage, personal injury, products and completed operations and blanket contractual coverage, and shall not contain any provisions which would serve to limit third party action over claims. There shall be no endorsement or modifications of the CGL limiting the scope of coverage for liability arising from explosion, collapse, or underground property damage.

6.2.9 Automobile Liability:

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

6.2.10 Workers' Compensation:

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.

Contractor, its contractors and its subcontractors waive all rights against Contract 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, its contractors and its subcontractors pursuant to this Contract.

6.2.11 Professional Liability:

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 aggregate claims.

6.2.12 Sexual molestation and physical abuse:

When services involve working with these groups of individuals, the insurance requirements in the contract need to be revised to include coverage for "**sexual molestation and physical abuse**". Coverage for this type of claim, or allegation, is excluded from standard general liability policies. Therefore, contractors whose services include working with and/or caring for children/elderly and disabled persons should have their policies specifically endorsed to include this coverage.

6.2.12.1 **Commercial General Liability – Occurrence Form**

Policy shall include bodily injury, property damage and broad form contractual liability coverage.

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

b. The policy shall be endorsed to include the following additional insured language: "(Maricopa County), its subsidiary, parent, associated and/or affiliated entities, successors, or assigns, its elected officials, trustees, employees, agents, and volunteers shall be named as additional insureds with respect to liability arising out of the activities performed by, or on behalf of the Contractor".

6.2.13 Certificates of Insurance.

6.2.13.1 Prior to Contract **AWARD**, Contractor shall furnish the County with valid and complete certificates of insurance, or formal endorsements as required by the Contract in the form provided by the County, issued by Contractor's insurer(s), as evidence that policies providing the required coverage, conditions and limits

required by this Contract are in full force and effect. Such certificates shall identify this contract number and title.

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 FORCE MAJEURE

6.3.1 Neither party shall be liable for failure of performance, nor incur any liability to the other party on account of any loss or damage resulting from any delay or failure to perform all or any part of this Contract if such delay or failure is caused by events, occurrences, or causes beyond the reasonable control and without negligence of the parties. Such events, occurrences, or causes will include Acts of God/Nature (including fire, flood, earthquake, storm, hurricane or other natural disaster), war, invasion, act of foreign enemies, hostilities (whether war is declared or not), civil war, riots, rebellion, revolution, insurrection, military or usurped power or confiscation, terrorist activities, nationalization, government sanction, lockout, blockage, embargo, labor dispute, strike, interruption or failure of electricity or telecommunication service.

6.3.2 Each party, as applicable, shall give the other party notice of its inability to perform and particulars in reasonable detail of the cause of the inability. Each party must use best efforts to remedy the situation and remove, as soon as practicable, the cause of its inability to perform or comply.

6.3.3 The party asserting *Force Majeure* as a cause for non-performance shall have the burden of proving that reasonable steps were taken to minimize delay or damages caused by foreseeable events, that all non-excused obligations were substantially fulfilled, and that the other party was timely notified of the likelihood or actual occurrence which would justify such an assertion, so that other prudent precautions could be contemplated.

6.3.4 The County shall reserve the right to terminate this Contract and/or any applicable order or contract release purchase order upon non-performance by Contractor. The County shall reserve the right to extend the Contract and time for performance at its discretion.

6.4 WARRANTY OF SERVICES:

6.4.1 The Contractor warrants that all services provided hereunder will conform to the requirements of the Contract, including all descriptions, specifications and attachments made a part of this Contract. County’s acceptance of services or goods provided by the Contractor shall not relieve the Contractor from its obligations under this warranty.

6.4.2 In addition to its other remedies, County may, at the Contractor's expense, require prompt correction of any services failing to meet the Contractor's warranty herein. Services corrected by the Contractor shall be subject to all the provisions of this Contract in the manner and to the same extent as services originally furnished hereunder.

6.5 INSPECTION OF SERVICES:

6.5.1 The Contractor shall provide and maintain an inspection system acceptable to County covering the services under this Contract. Complete records of all inspection work

performed by the Contractor shall be maintained and made available to County during contract performance and for as long afterwards as the Contract requires.

- 6.5.2 County has the right to inspect and test all services called for by the Contract, to the extent practicable at all times and places during the term of the Contract. County shall perform inspections and tests in a manner that will not unduly delay the work.
- 6.5.3 If any of the services do not conform to Contract requirements, County may require the Contractor to perform the services again in conformity with Contract requirements, at no cost to the County. When the defects in services cannot be corrected by re-performance, County may:
  - 6.5.3.1 Require the Contractor to take necessary action to ensure that future performance conforms to Contract requirements; and
  - 6.5.3.2 Reduce the Contract price to reflect the reduced value of the services performed.
- 6.5.4 If the Contractor fails to promptly perform the services again or to take the necessary action to ensure future performance in conformity with Contract requirements, County may:
  - 6.5.4.1 By Contract or otherwise, perform the services and charge to the Contractor, through direct billing or through payment reduction, any cost incurred by County that is directly related to the performance of such service; or
  - 6.5.4.2 Terminate the Contract for default.

**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 is a requirements contract. However, the Contract does not guarantee any minimum or maximum number of purchases will be made. It only indicates that if purchases are made for the materials or services contained in the Contract, they will be purchased from the Contractor awarded that item if the Contractor can meet all the delivery requirements of the County. 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 for actual and documentable costs incurred by the Contractor in response to 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 of Purchase Orders from the County Procurement Officer with written notification to follow. By submitting a bid in response to this Invitation for Bids, the Contractor specifically acknowledges to be bound by this cancellation policy.

**6.7 Suspension of Work**

The Procurement Officer may order the Contractor, in writing, to suspend, delay, or interrupt all or any part of the work of this contract for the period of time that the Procurement Officer determines appropriate for the convenience of the County. No adjustment shall be made under this clause for any suspension, delay, or interruption to the extent that performance would have been so suspended, delayed, or interrupted by any other cause, including the fault or negligence of the Contractor. No request for adjustment under this clause shall be granted unless the claim, in an amount stated, is asserted in writing as soon as practicable after the termination of the suspension, delay, or interruption, but not later than the date of final payment under the contract.

6.8 Stop Work Order

The Procurement Officer may, at any time, by written order to the Contractor, require the Contractor to stop all, or any part, of the work called for by this contract for a period of 90 days after the order is delivered to the Contractor, and for any further period to which the parties may agree. The order shall be specifically identified as a stop work order issued under this clause. Upon receipt of the order, the Contractor shall immediately comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the work covered by the order during the period of work stoppage. Within a period of 90 days after a stop-work is delivered to the Contractor, or within any extension of that period to which the parties shall have agreed, the Procurement Officer shall either—

6.8.1 Cancel the stop-work order; or

6.8.2 Terminate the work covered by the order as provided in the Default, or the Termination for Convenience of the County, clause of this contract.

6.8.3 The Procurement Officer may make an equitable adjustment in the delivery schedule and/or contract price, or otherwise, and the contract shall be modified, in writing, accordingly, if the Contractor demonstrates that the stop work order resulted in an increase in costs to the Contractor.

6.9 UNCONDITIONAL TERMINATION FOR CONVENIENCE:

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

6.10 TERMINATION FOR DEFAULT:

The County may, by written notice of default to the Contractor, terminate this contract in whole or in part if the Contractor fails to:

6.10.1 Deliver the supplies or to perform the services within the time specified in this contract or any extension;

6.10.2 Make progress, so as to endanger performance of this contract; or

6.10.3 Perform any of the other provisions of this contract.

6.10.4 The County's right to terminate this contract under these subparagraph may be exercised if the Contractor does not cure such failure within 10 days (or more if authorized in writing by the County) after receipt of the notice from the Procurement Officer specifying the failure.

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 any 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 CONTRACTOR LICENSE REQUIREMENT:**

6.12.1 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.

6.12.2 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.

**6.13 SUBCONTRACTING:**

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

6.13.2 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 or the County has approved the increase. 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.

**6.14 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 ADDITIONS/DELETIONS OF SERVICE:**

6.15.1 The County reserves the right to add and/or delete materials and services 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 or services are required from a Contract, prices for such additions will be negotiated between the Contractor and the County.

6.15.2 The County reserves the right of final approval on proposed staff for all Task Orders. Also, upon request by the County, the Contractor will be required to remove any employees working on County projects and substitute personnel based on the discretion of the County within two business days, unless previously approved by the County.

**6.16 VALIDITY:**

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

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 have the use of data and reports resulting from a Contract without additional cost or other restriction except as may be established by law or applicable regulation. Each party shall supply to the other party, upon request, any available information that is relevant to a Contract and to the performance thereunder.

6.19 NON-DISCRIMINATION:

CONTRACTOR agrees to comply with all provisions and requirements of Arizona Executive Order 2009-09 including flow down of all provisions and requirements to any subcontractors. Executive Order 2009-09 supersedes Executive order 99-4 and amends Executive order 75-5 and may be viewed and downloaded at the Governor of the State of Arizona's website <http://azmemory.azlibrary.gov/cdm/singleitem/collection/execorders/id/680/rec/1> which is hereby incorporated into this contract as if set forth in full herein. During the performance of this contract, CONTRACTOR shall not discriminate against any employee, client or any other individual in any way because of that person's age, race, creed, color, religion, sex, disability or national origin.

6.20 CERTIFICATION REGARDING DEBARMENT AND SUSPENSION

6.20.1 The undersigned (authorized official signing for the Contractor) certifies to the best of his or her knowledge and belief, that the Contractor

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

6.20.1.2 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;

6.20.1.3 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

6.20.1.4 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.

6.20.2 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.

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

6.21.1 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.

- 6.21.2 The County retains the legal right to inspect contractor and subcontractor employee documents performing work under this Contract to verify compliance with paragraph 6.21.1 of this Section. Contractor and subcontractor shall be given reasonable notice of the County's intent to inspect and shall make the documents available at the time and date specified. Should the County suspect or find that the Contractor or any of its subcontractors are not in compliance, the County will consider this a material breach of the contract and may pursue any and all remedies allowed by law, including, but not limited to: suspension of work, termination of the Contract for default, and suspension and/or debarment of the Contractor. All costs necessary to verify compliance are the responsibility of the Contractor.

**6.22 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:

- 6.22.1 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,
- 6.22.2 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.

**6.23 CONTRACTOR EMPLOYEE WHISTLEBLOWER RIGHTS AND REQUIREMENT TO INFORM EMPLOYEES OF WHISTLERBLOWER RIGHTS.**

- 6.23.1 The Parties agree that this Contract and employees working on this Contract will be subject to the whistleblower rights and remedies in the pilot program on contractor employee whistleblower protections established at 41 U.S.C. § 4712 by section 828 of the National Defense Authorization Act for Fiscal Year 2013 (Pub. L. 112-239) and section 3.908 of the Federal Acquisition Regulation;
- 6.23.2 Contractor shall inform its employees in writing, in the predominant language of the workforce, of employee whistleblower rights and protections under 41 U.S.C. § 4712, as described in section 3.908 of the Federal Acquisition Regulation. Documentation of such employee notification must be kept on file by Contractor and copies provided to County upon request.
- 6.23.3 Contractor shall insert the substance of this clause, including this paragraph (c), in all subcontracts over the simplified acquisition threshold (\$150,000 as of September 2013).

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

6.24.1 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.

6.24.2 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.

6.24.3 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 invoices, request for credit, request for a check or deduction from current billings 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.

6.25 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.

6.26 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 of the contract.

6.27 PUBLIC RECORDS:

Under Arizona law, 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 and copying after Contract award and execution, except for such Offers or sections thereof determined to contain proprietary or confidential information by the Office of Procurement Services. If an Offeror believes that information in its Offer or any resulting Contract should not be released in response to a public record request under Arizona law, the Offeror shall indicate the specific information deemed confidential or proprietary 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 from disclosure. 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 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 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.

6.30 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, co-employee, partnership, principal and agent, or joint venture between the County and the Contractor.

6.31 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

6.32 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.

6.33 INCORPORATION OF DOCUMENTS:

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

6.33.1 Exhibit A, Pricing;

6.33.2 Exhibit B, Scope of Work;

6.33.3 Exhibit B-1, Narrative

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:

Aspen Counseling and Development  
Laurie Dwyer MC, LPC  
2942 N 24<sup>th</sup> Street, #114  
Phoenix, AZ 85016

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

**CONTRACTOR**

Laurie Dwyer MC, LPC  
AUTHORIZED SIGNATURE

Laurie Dwyer MC, LPC, CEO  
PRINTED NAME AND TITLE

2942 N 24<sup>th</sup> St #114, Phoenix, AZ 85016  
ADDRESS

4/21/16  
DATE

**MARICOPA COUNTY**

[Signature]  
CHAIRMAN, BOARD OF SUPERVISORS

MAY 18 2016  
DATE

**ATTESTED:**

[Signature]  
DEPUTY CLERK OF THE BOARD

MAY 18 2016  
DATE

**APPROVED AS TO FORM:**

[Signature]  
DEPUTY COUNTY ATTORNEY

May 16, 2016  
DATE

**EXHIBIT A**  
**PRICING**

SERIAL16069  
 NIGP CODE: 95221  
 RESPONDENT'S NAME: Aspen Counseling and Development, LLC  
 COUNTY VENDOR NUMBER : 2011000816 0  
 ADDRESS: 2942 N 24th Street, #114  
Phoenix, AZ 85016  
 P.O. ADDRESS: \_\_\_\_\_  
 TELEPHONE NUMBER: 480 452 2448  
 FACSIMILE NUMBER: none  
 WEB SITE: [www.aspencounselingaz.com](http://www.aspencounselingaz.com)  
 CONTACT (REPRESENTATIVE): Laurie Dwyer MC, LPC  
 REPRESENTATIVE'S E-MAIL ADDRESS: [ldwyeraz@gmail.com](mailto:ldwyeraz@gmail.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	_____ %
<small>(Payment shall be made within 48 hours of utilizing the Purchasing Card)</small>			

**PAYMENT TERMS:**

[X ] NET 30 DAYS

**1.0 PRICING: COST PER GROUP SESSION**

1.1 Group Session (120 minutes) \$190.00 /Session Rate  
 1.2 Group Session (hourly rate) \$100.00 /Hourly Rate  
 (sessions less than 120 minutes)

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

## EXHIBIT B SCOPE OF WORK

### 1.0 INTENT:

The intent of this solicitation is to provide, weekly to semi-weekly, cognitive restructuring group therapy, the Thinking for a Change program (T4C) and curriculum based educational services for the Maricopa County Sheriff's Office (MCSO) Inmate Programs Division. The program must be developed to the satisfaction of the MCSO and meet all the criteria as contained in the scope of work. Maricopa County reserves the right to award this contract to multiple vendors. The Maricopa County reserves the right to award in whole or in part, by item or group of items, by section or geographic area, or make multiple awards, where such action serves the County's best interest.

Other governmental entities under agreement with the County may have access to services provided hereunder (see also Section 3.6 and 3.7 above)

### 2.0 SCOPE OF WORK:

#### 2.1 TECHNICAL REQUIREMENTS:

##### 2.1.1 Qualifications:

2.1.1.1 Counselors 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 must receive clinical supervision from a Ph.D. level or Masters level prepared supervisor. The counselors providing direct services shall be State certified Counselors or eligible for certification.

2.1.1.1.1 Counselors need to have a license obtained through the Arizona State Board of Behavioral Health in the appropriate discipline such as professional or associated counselor, social worker, or marriage and family counselor or be eligible for licensure. Exceptions to this requirement may be granted by MCSO if a review of the counselor's education, experience and credentials are deemed sufficient to perform the essential tasks. Counselors must have a minimum of two years or 2000 hours experience in education or counseling. Provide a copy with submittal.

2.1.1.2 Counselors shall possess professional licenses in counseling **or** be eligible for licensure. Exceptions to this requirement may be granted by MCSO if a review of the counselor's education, experience and credentials are deemed sufficient to perform the essential tasks. Provide a copy with submittal.

2.1.1.2.1 Criteria for eligibility for certification may be obtained from Board of Behavioral Health Examiners, phone number 602-542-1882.

2.1.1.3 In addition, counselors shall have a minimum of two years of related experience or at least 2,000 hours education or counseling. The counselor shall be experienced in delivering Cognitive Behavioral Services (any training by Adult Probation or MCSO departments is preferred). This experience shall include the facilitation of educational/didactic groups for criminal offenders /participants.

##### 2.1.2 Credentials Verification:

2.1.2.1 Each applicant/respondent shall submit copies of resumes and college degrees for each person who will be providing direct services to Inmate Program Division referrals.

2.1.2.1.1 Resumes shall include both education and related work experience.

- 2.1.2.1.2 Resumes for staff providing direct and/or supervisory services are to be included with the proposal as an attachment.
- 2.1.2.2 Providers are to notify MCSO authorized personnel of any and all material changes to personnel and program content related to the service contract. Notification for content change needs written approval by authorized MCSO personnel prior to implementation (contact name/phone number of authorized personnel shall be provided at time of award). Notification of staff changes shall be made no less than 48 hours from the predicted or actualized change(s).
- 2.1.3 Parameters:
  - 2.1.3.1 Clients will be referred by the MCSO Inmate Programs Division, Substance Abuse Treatment Programs, Adult Programs and/or Education Section.
  - 2.1.3.2 There are four groups involved. These groups are comprised of juvenile males between the ages of 12 and 18; juvenile females between the ages of 12 and 18; adult males; and adult females.
  - 2.1.3.3 Gender and age specific groups only shall be presented for consideration.
  - 2.1.3.4 Providers are to facilitate weekly to semi-weekly sessions of evidence based cognitive restructuring groups' as well as presenting the Thinking for a Change program (T4C) as developed by the National Institute of Corrections.
    - 2.1.3.4.1 Group sessions should be approximately 120 minutes in length.
    - 2.1.3.4.2 Groups shall be facilitated by use of a structured curriculum, containing a counselor's guide and client workbook. The counselor must provide the group materials. MCSO recommends formation of "open ended" groups for the program, where appropriate.
    - 2.1.3.4.3 *Gender specific and bilingual (Spanish) programming is preferred.*
    - 2.1.3.4.4 For the term of the contract, substitute counselors are not allowed without prior written approval from authorized MCSO personnel. All substitute counselors must meet the jail entrance requirements of MCSO. (Section 2.1.3.4 and Detention and Sheriff's Office Facilities Guidelines and Maricopa County Sheriff's Office Acknowledgement of Prison Rape Elimination Act (PREA)).
  - 2.1.3.5 Providers are responsible for good classroom management and abiding with all safety, security and jail inmate regulations.
- 2.1.4 Services:
  - 2.1.4.1 Each applicant shall provide a proposal for services that includes methods to:
    - 2.1.4.1.1 Facilitate a learning environment 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 Are presented with cognitive-behavioral strategies to challenge current thinking & feeling about change;
      - 2.1.4.1.1.3 Are taught to complete thinking reports;

- 2.1.4.1.1.4 Are assisted in developing their own ambivalence & discrepancy regarding change factors and;
- 2.1.4.1.1.5 Are taught skills to enhance self-efficacy necessary to make initial commitments to change.
- 2.1.4.1.2 Education regarding:
  - 2.1.4.1.2.1 The Stages of Change process (Prochaska, DiClemente, & Norcross, 1992);
  - 2.1.4.1.2.2 Motivation types and strategies (external vs. internal drives);
  - 2.1.4.1.2.3 Goal setting and attainment;
  - 2.1.4.1.2.4 Skill development (e.g., insight & awareness enhancement, problem solving, decision making, impulse control, consequences, and communicating needs and desires).
- 2.1.4.1.3 Provide visual, auditory, and kinesthetic activities to encourage learning environment for all learning types.
- 2.1.4.1.4 Provide objective counseling & training services that allow them to identify personal resistances, barriers, and challenges to change.
- 2.1.4.1.5 Provide structured formatted groups to teach inmates how to redesign and implement new thinking patterns to meet the Inmate Program Division's goals of reducing crime and recidivism, by teaching inmates how to manage anger, control impulses, recover from chemical addiction, discontinue anti-social behaviors including domestic violence, and make positive, responsible choices. The groups will be an extension of Inmate Programs and may be aligned with established education or treatment programs' goals and objectives.
- 2.1.4.1.6 Provide specific, individualized treatment plans that identify objectives to overcome barriers to change.
- 2.1.4.1.7 Individual Pre and Post testing activities that measures change in participant's cognitive skills *with copies provided to authorized program staff for file retention.*
- 2.1.4.1.8 Prepare discharge or treatment summaries for group participants. These summaries will be provided to the respective authorized MCSO section personnel.
- 2.1.4.1.9 Immediate notification shall be given to program staff of the respective Section MCSO personnel of any program participant that fails to fully participate in class or demonstrates inappropriate behavior in group.
- 2.1.4.1.10 The goal of the counselor should be to inculcate each inmate the ability to accept responsibility for changing his/he behavior by learning how to identify and change attitudinal, physical, psychological, and intellectual factors that contribute to resistances and barriers to change.

2.1.5 Administrative Services:

2.1.5.1 The provider will maintain accurate attendance records and notification of absences will be provided to the respective authorized MCSO section personnel on the next business day.

2.1.5.2 Monthly progress reports shall be submitted to the respective authorized MCSO personnel of the respective Section documenting attendance, homework completion, attitude, progress in treatment, future treatment recommendations. The reports are due to the respective authorized MCSO section personnel by the end of each month.

2.1.5.3 Statistical reports are to be completed and submitted to the respective authorized MCSO section personnel as indicated.

2.1.5.3.1 Reports are to be submitted on a quarterly basis to the assigned Section commander or designee.

2.1.5.4 Pre and post testing of cognitive skills to measure improvements are required for each inmate participating in the groups.

2.1.5.4.1 Testing results for each student is due to the respective authorized MCSO section personnel within five (5) business days after the completion of said testing procedure.

2.1.5.5 If it is determined that a participant may be dismissed or discharged from group or discharged from group by the provider, the provider will notify MCSO Programs personnel in the respective Section. Such notification shall occur prior to termination unless infraction violates the safety and well-being of the participant or others. If terminated from group, a written report is to be submitted to the respective authorized MCSO section personnel within 24 hours of dismissal.

2.1.6 Administrative Information:

2.1.6.1 Providers shall be required, at the discretion of MCSO, to facilitate groups in the following six (6) jail facilities:

Lower Buckeye Jail (Adults & Juvenile)  
3250 W. Lower Buckeye Road  
Phoenix, AZ 85009

Durango Jail (Adults)  
3225 W. Gibson Lane  
Phoenix, AZ 85009

Towers Jail (includes Pup Tents)  
3127 W. Durango  
Phoenix, AZ 85009

Estrella Jail (Adults)  
2939 W. Durango  
Phoenix, AZ 85009

4<sup>th</sup> Avenue Jail  
301 W. Madison  
Phoenix, AZ 85003

In-Tents Jail (All Adults)  
2939 W Durango  
Phoenix, AZ 85009

2.1.6.2 Proposers are to "bid" for services on a cost per group session basis.

2.1.6.2.1 Group sessions are expected to be 120 minutes in length.

2.1.6.2.2 Group size will be 4 – 22 participants.

2.1.6.3 ***Proposals exceeding \$200.00 per group session will not be considered.*** On occasion, sessions of less than 120 minutes may be required.

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- 2.1.6.4 Proposers are asked to provide an hourly fee or rate for group sessions which are scheduled for less than the norm of 120 minutes. Applicants are encouraged to submit competitive “bids” when submitting responses.
  - 2.1.6.4.1 Group preparation, supplementary individual counseling, and documentation preparation time are considered inclusive of the group rate.
- 2.1.6.5 Providers are to prepare, update, and report outcomes relating to individualized treatment plans for each inmate served. These plans and reports will be provided to the respective authorized MCSO Section personnel.

## **EXHIBIT B-1 NARRATIVE**

Contractor has the technical expertise to provide MCSO with an evidence-based curriculum designed to meet, MCSO's needs. Ms. Dwyer has extensive experience in creating and developing cognitive behavioral curriculum for use in mental health, educational and corrections settings. A practitioner of CBT for over 20 years, she has an excellent command of cognitive concepts. She has developed and implemented numerous CBT programs and has trained countless mental health professionals in the use of CBT principles and methods. While developing our curriculum, she draws upon several years of curriculum development, lesson planning and instruction she gained through her experience as a corporate trainer and adjunct counseling faculty for Maricopa Community Colleges.

Our proprietary curriculum was developed using a strong theoretical commitment to Cognitive Behavioral Therapy (CBT) and current motivation theory. CBT is one of the most well-researched and widely accepted theoretical counseling frameworks available today. We've updated the curriculum to more fully integrate motivational concepts and techniques derived from two well-researched and evidence-supported motivational approaches: Motivational Interviewing (Miller, Rollnick) and the Transtheoretical Model of Change (TTM) (Prochaska, DiClemente & Norcross). Utilizing CBT and these motivational strategies in our service provision allows our facilitators to present informative, thought-provoking and engaging groups designed to inspire inmates to make changes in their thinking and behaviors. Our facilitators have utilized this curriculum in our Cognitive Restructuring Groups over the last six years. Our experience has taught us what works, what doesn't and which techniques have proven to be the most widely accepted and motivating to MCSO inmates. We have been able to respond to changes in MCSO program goals or changing jail regulations by revising and improving our curriculum to align exactly with MCSO need. A copy of our complete curriculum including facilitator information pages, lesson plans and participant handouts has been provided. \*\*

Our program has three distinct phases:

### **1) Introduction and Assessment**

Inmates are oriented to group and facilitator. Group rules, expectations and agreements are established. A pre-test is given to assess client understanding of cognitive principles and possible faulty thinking patterns. A Stages of Change assessment is given to identify each inmate's readiness to change. This assessment assists the facilitator in selecting the appropriate sessions for phase 3.

### **2) CBT Basics**

We familiarize inmates with important cognitive-behavioral constructs. This phase is designed to encourage inmates to accept personal responsibility for their behavior by obtaining their "buy in" to these basic CBT concepts:

1. We are all responsible for our own actions
2. Our actions are result of our thoughts and feelings
3. Our thoughts and feelings are influenced by faulty thinking patterns, beliefs and attitudes
4. If we overcome faulty thinking patterns, beliefs and attitudes, we gain control over our actions
5. If we control our actions, we control consequences and become the creator of our own lives

### **3) Group-Specific, evidenced-based sessions**

Drawing from the evidence provided by TTM, our groups "do the right thing at the right time" by selecting the right session mix for each group based on needs assessed in phase 1. This section contains a surplus of session choices, each providing evidence-based techniques proven to be most beneficial during specific stages of change, enhancing motivation and commitment to group. Velasquez and DiClemente (2001) suggest specific motivational strategies for use during specific stages, among these strategies are: Values Clarification, Problem Solving, Goal Setting, Relaxation Techniques, Assertiveness Training, Cognitive Techniques, Role-Playing, Social Skills, Communication Skills and Assessment and Feedback. We have included sessions and lesson-plans for each of these strategies based on this empirical evidence and support.

### **Experienced Facilitators Providing the Highest Quality Groups**

Our team of facilitators is our biggest asset. Contractor facilitators are a diverse team that has extensive experience facilitating psycho-educational groups inside and outside of the jail. Using seasoned professionals means our facilitators have the experience and background to provide motivational groups using a variety of teaching skills and techniques. Our facilitators are adept at using established, accepted protocol to elicit participation and group commitment. Our sessions include numerous opportunities for skill training and rehearsal. Specific pro-social

coping skills are taught and practiced in class for use during times when the inmate feels triggered or stressed outside of class. This behavioral practice is used in conjunction with the more typical worksheets and thought records common across cognitive restructuring programs. We foster group cohesion and shared responsibility by using small group and team-building strategies. We strive to make the class members responsible for assisting, reminding and supporting each other to use new skills outside of the classroom setting, when the realities of incarceration might trigger them. We know this works because we follow-up in subsequent sessions to discuss how they have practiced skills and supported each other outside of class. Our classes are known to be informative and fun, but uncompromising in our demands that inmates respect classroom authority, respect each other and strict adherence to MCSO rules and regulations. For these reasons, our classes are frequently in-demand and requested by Program Coordinators as well as by inmates who have heard about the quality of our groups.

In summary, Contractor is prepared and excited to offer MCSO with our specific mix of quality components that only we can provide:

- Proven skills and technical competence has allowed us to successfully administer this same contract for the last six years.
- Quality, seasoned team of well-respected professionals with extensive experience facilitating MCSO inmate group sessions.
- An expertly-developed, evidence-based curriculum that allows for the flexibility required in the jail setting that can be tailored to the specific needs of inmates in our groups and MCSO.
- A Contractor-MCSO liaison that is on-site several times per week to bridge the gap between our service providers and MCSO personnel. We believe this to be one of our strongest components and critical to providing appropriate contract management and to minimizing potential roadblocks to service delivery.
- An experienced, professional contract administrator that has the credentials necessary to meet the clinical, educational and supervisory demands of this contract.
- A business model that reduces overhead and allows us to provide the highest quality services at competitive prices.

**1.0 INTENT:**

This proposal is submitted by Aspen Counseling and Development, LLC (Contractor) to provide weekly to semi-weekly, cognitive restructuring group therapy, Thinking for a Change program (T4C) and curriculum based educational services for the Maricopa County Sheriff's Office (MCSO) Inmate Programs Division in accordance with the requirements outlined below:

**2.0 SCOPE OF WORK:**

**2.1.7 Qualifications: 2.1.1 through 2.1.1.3**

The Contractor facilitators providing services under this contract would possess a master's degree in the field of human services, or will receive clinical supervision from a Ph.D. level or Masters level supervisor. Counselors providing direct services will be licensed or eligible for certification/licensure through the Arizona Board of Behavioral Health Examiners, or will have obtained an exception by MCSO.

All Contractor facilitators meet or exceed the required two years related experience or 2,000 hours in education or counseling. Contractor facilitators are experienced in delivering cognitive behavioral services within MCSO county jails and have attended multiple trainings conducted by the MCSO, including a three-hour orientation and training seminar and annual MCSO training, including the required PREA trainings. Contractor counselors are professionals, in addition to working in the jail setting, are experienced in with working with a variety of populations in acute, crisis, behavioral health residential programs and outpatient settings. As such, they receive continuing education on a regular basis. Contractor provides all facilitators with new-hire and in-service trainings on relevant counseling topics, curriculum updates and protocol changes to ensure that our counselors can work safely and effectively within the jail environment. In addition, Contractor has multiple counselors who have received T4C training through Adult Probation in conjunction with MCSO. Contractor has facilitated T4C classes in collaboration with MCSO staff with positive reviews from our MCSO team members regarding our preparedness, professionalism and ability to collaborate successfully with MCSO staff.

**2.1.2 Credentials Verification: 2.1.2.1 through 2.1.2.2**

Copies of resumes, certificates of counseling expertise and college degrees for each person providing direct and/or supervisory services are included under section 5.5.4 (Qualifications) of this proposal. Contractor agrees to notify MCSO of any material changes to personnel and program content related to the service contract as required in this section. All Contractor facilitators entering MCSO jail facilities will adhere to the background check, training and badging process as required by MCSO.

**2.1.3 Parameters: 2.1.3.1 through 2.1.3.5**

Contractor agrees to provide cognitive restructuring groups to referrals made by the MCSO Inmate Programs Division, Substance Abuse Treatment Programs, Adult Programs and/or Education Section. Contractor counselors have experience in working with all populations identified, including significant experience providing Cognitive Restructuring Groups within MCSO jail facilities.

Contractor will continue to facilitate weekly to semi-weekly sessions of evidence-based cognitive restructuring groups as well as the Thinking for a Change program (T4C). The format and content for T4C groups is mandated by the T4C program. Contractor has facilitators who have completed the T4C Facilitator Training program and have facilitated T4C classes for MCSO. Contractor will continue to comply with T4C training and facilitating requirements when facilitating T4C programming.

For other cognitive programming, in which the use of T4C is not appropriate due to fluctuations in class size, number of sessions and materials allowed, we provide MCSO with an evidence-based curriculum designed to meet. Contractor CEO, Laurie Dwyer MC, LPC, has extensive experience in creating and developing cognitive behavioral curriculum for use in mental health, educational and corrections settings. Ms. Dwyer, A practitioner of CBT for over 20 years, has an excellent command of cognitive concepts. She has developed and implemented numerous CBT programs and has trained countless mental health professionals in the use of CBT principles and methods. She has a wealth of experience in curriculum

development and lesson planning as both a corporate trainer and adjunct counseling faculty for the Maricopa Community College District.

Contractor's program and curriculum was developed using a strong theoretical commitment to Cognitive Behavioral Therapy (CBT) and current motivation theory. CBT is one of the most well-researched and widely accepted theoretical counseling frameworks available today. We've updated the curriculum to more fully integrate motivational concepts and techniques derived from two well-researched and evidence-supported motivational approaches: Motivational Interviewing (Miller, Rollnick) and the Transtheoretical Model of Change (TTM) (Prochaska, DiClemente & Norcross). Utilizing CBT and these motivational strategies in our service provision allows our facilitators to present informative, thought-provoking and engaging groups designed to inspire inmates to make changes in their thinking and behaviors. Our facilitators have utilized this curriculum in our Cognitive Restructuring Groups over the last six years. Our experience has taught us what works, what doesn't and which techniques have proven to be the most widely accepted and motivating to MCSO inmates. We have been able to respond to changes in MCSO program goals or changing jail regulations by revising and improving our curriculum to align exactly with MCSO need. Contractor will provide group materials and will facilitate open-ended, gender-specific and Spanish language programming when appropriate. A copy of the latest revision of our curriculum is attached under section 5.5.6 (Other Data).

Contractor will continue to comply with MCSO directives in relation to the use of substitute counselors. Contractor has a proven track record of providing excellent classroom management. In addition to providing an engaging learning environment, we utilize established, accepted protocol to elicit participation and commitment to group. These include, among other strategies, motivational interviewing, reality testing, behavioral contracting and community/group development. Having experience in jail facilities and in mental health programming, we understand the necessity to abide with any and all safety, security and inmate regulations.

2.1.4 Services: 2.1.4.1 through 2.1.4.1.1

In providing Cognitive Restructuring Groups, we will establish a successful learning environment that meets and exceeds criteria in these sections. Our curriculum identifies goals and objectives for each session. We know that change isn't inevitable just because a facilitator uses an evidenced-based cognitive curriculum. A quality curriculum is only the beginning. That curriculum must be taught by a seasoned, professional facilitator with an in-depth understanding of cognitive principles and the experience to use motivational strategies and solid classroom techniques. Our facilitators meet these high standards.

Our program has three distinct phases:

**Phase 1: Introduction and Assessment**

Inmates are oriented to group and facilitator. Group rules, expectations and agreements are established. A pre-test is given to assess client understanding of cognitive principles and possible faulty thinking patterns. A Stages of Change assessment is given to identify each inmate's readiness to change. This assessment assists the facilitator in selecting the appropriate sessions for phase 3.

**Phase 2: CBT Basics**

We familiarize inmates with important cognitive-behavioral constructs. The facilitator has a choice of four separate ways that they can teach these concepts. These include Thinking Errors, Faulty Beliefs, Criminal Thinking Patterns, and Victim/Creator. Based on group factors and assessments, the facilitator determines which method of teaching CBT basics they will use throughout the class. No matter which CBT model they choose, the goal of this phase is the same; to encourage inmates to accept personal responsibility for their own behavior by obtaining their "buy in" to these basic CBT concepts:

- We are all responsible for our own actions
- Our actions are result of our thoughts and feelings
- Our thoughts and feelings are influenced by faulty thinking patterns, beliefs and attitudes
- If we change problem thinking patterns, we gain control over our actions
- If we control our actions, we control consequences and become the creator of our own lives

Our curriculum teaches these constructs and helps inmates accept them as truths. Once they “buy in”, it’s easier for them to accept responsibility for their own actions. Barriers like blaming others, rationalizing behavior or making excuses begin to make less sense and are targeted for elimination. Our skilled facilitators are able to appropriately identify and challenge faulty thinking, beliefs and attitudes as they come up in the remainder of the sessions. Although thought reports and worksheets are a part of our curriculum, the real “aha” happens for the inmates when they are able to identify and successfully challenge long-held problematic thoughts, beliefs and attitudes. Contractor counselors are adept at teaching these CBT concepts and encouraging inmates to accept them. Our curriculum includes many experiential exercises that helps inmate’s uncover faulty thinking and beliefs that are causing them problems, then helps them learn to target and change this problematic thinking.

**Phase 3: Group-Specific, evidenced-based sessions**

Drawing from the evidence provided by TTM, our groups “do the right thing at the right time” by selecting the right session mix for each group based on needs assessed in phase 1. This section contains a surplus of session choices, each providing evidence-based techniques proven to be most beneficial during specific stages of change, enhancing motivation and commitment to group. Velasquez and DiClemente (2001) suggest specific motivational strategies for use during specific stages, among these strategies are: Values Clarification, Problem Solving, Goal Setting, Relaxation Techniques, Assertiveness Training, Cognitive Techniques, Role-Playing, Social Skills, Communication Skills and Assessment and Feedback. We have included sessions and lesson-plans for each of these strategies based on this empirical evidence and support.

Our ability to tailor our curriculum to the class is helpful in the jail setting for a variety of reasons. Our experience has shown us that some inmate classes are higher functioning and can handle more curriculum, some classes require a bit more time. We’ve had classes comprised of inmates who are repeat students or groups who have had previous cognitive training, like “Examining Thinking Errors”, for instance. Because we have 4 different ways to teach CBT Basics, we can teach cognitive concepts in a slightly different way so as reinforce this previous learning without just repeating the same information they’ve already had. Some groups work best with a high level of group activities, some need more hands-on experiences, others prefer didactic teaching and discussions. This is why we use only seasoned educators and facilitators and provide them with the very best lesson plans that have been proven to work and be very effective in MCSO classrooms.

Our facilitators are trained in service delivery that utilizes a variety of modalities to engage all learning types (visual, auditory and kinesthetic). We engage the inmates in a variety of experiential activities that uncover faulty thinking patterns, beliefs and attitudes that can then be skillfully challenged and examined in the classroom setting. Our curriculum also teaches inmates to identify and challenge their own thoughts and beliefs by creating thinking reports and thought logs. In-class time is dedicated to identifying barriers to change and assistance in overcoming these obstacles. Inmates learn and practice specific skills based on what they’ve identified in class as skill deficits, like anger management, thought stopping or refusal skills. These new skills are assigned as homework and followed up in subsequent classes. We work hard on group cohesion and challenge the inmates to support each other, and practice new skills together outside of the classroom. The inmates love coming back to class with stories of how they used a new breathing technique or self-talk to make better choices on the pod. We consistently have inmates share stories of how they’ve helped each other avoid negative situations outside of class.

We have been administering Pre and Post tests of our cognitive groups for years. Our post tests consistently show higher post-group test scores on indicators that relate to MCSO program goals like: “I know how to recognize and respond to my problem thinking”, “I can avoid engaging in behaviors that could cause me to be incarcerated again”, “I have the coping skills to resolve conflict” and “I am in control of my life”. We will provide these pre/post tests to MCSO, as requested.

Contractor does and will continue to work closely with MCSO to ensure that our curriculum aligns with and supports the goals of MCSO programs. We will comply with MCSO requests to provide treatment plans, discharge summaries or other reporting requirements. Contractor facilitators have built positive, working relationships with MCSO staff and will continue to provide information relative to inmate attendance, participation and in-group behavior.

2.1.5 Administrative Services: 2.1.5.1 through 2.1.5.5

Contractor will comply with any and all requests related to reporting, testing and notification as indicated in these sections at the direction of MCSO.

2.1.6 Administrative Information: 2.1.6.1 through 2.1.6.5

Contractor will facilitate groups in all jail facilities requested. Contractor has submitted a pricing sheet (Attachment A) which includes a cost per group and hourly fee as requested. We understand that this is an all-inclusive price. Contractor will prepare, update and report outcomes as requested by MCSO.

**3.0 PROCUREMENT REQUIREMENTS:**

Sections 3.1 through 3.12

Contractor agrees to abide by all requests outlined in these sections.

5.5.4 Qualifications

Aspen Counseling & Development, LLC (Contractor) has been providing superior psycho-educational groups and counseling services to Maricopa County Sheriff's Office (MCSO) programs for ten years. Since 2006, Contractor has been providing excellent contract administration for multiple MCSO contracts including Art Therapy, Anger Management, Employment Skills, Inmate Crisis Counseling and, most pertinent to this proposal, we have been administering the Cognitive Restructuring Groups contract for the last six years. We are confident that Contractor offers the highest level of experience and technical competence in MCSO contract administration, most specifically as it relates to solicitation 16069-RFP, Cognitive Restructuring Groups. Many agencies can teach cognitive curriculum, but our proven track record of excellence in service performance under this contract over the last six years allows Contractor to stand out as a highly qualified candidate who can continue providing superior services if awarded this contract.

All Management Staff and Group Facilitators included in this new bid are experienced and successfully providing Cognitive Restructuring Group services under our current Cognitive Restructuring Group contract. Resumes, licenses and certificates can be found in section 5.5.6 (Other Data).

The RFP requests information on allocation of man hours. To give a general idea, we have included the number of cognitive restructuring groups each facilitator is currently conducting. For each group, a general guideline for time allotment is 2.5 hours. 2 hours of facilitation plus 30 minutes required for jail access, classroom preparation and notes. We estimate that their level of involvement will remain the same, or increase slightly, if we are allowed to continue administering the contract.

**Contract Management and Administration:**

**Laurie Dwyer MC, LPC: CEO, Chief Administrator**

Ms. Dwyer started Contractor Counseling and Development in 2006. Since that time, she has secured and administered multiple MCSO contracts, including the contract for this RFP, Cognitive Restructuring Groups. A practitioner of cognitive behavioral therapy (CBT) for over 20 years, she has an excellent command of cognitive concepts, treatment and techniques. She has developed and implemented numerous CBT programs and has trained countless mental health professionals in the use of CBT principles and methods. She draws upon several years of curriculum-development and lesson planning through her experience as a corporate trainer and adjunct counseling faculty. Ms. Dwyer is recognized by the Arizona Board of Behavioral Health Examiners as a Licensed Professional Counselor and is a qualified Clinical Supervisor in the State of Arizona.

Ms. Dwyer will be responsible for all aspects of contract administration. Ms. Dwyer has developed the evidence-based curriculum to be used in groups conducted under this contract. Ms. Dwyer conducts Contractor's new hire and in-service training as well as clinical supervision to our team of seasoned behavioral health professionals.

**Dianna McCallen, MA: Contractor-MCSO Liaison (25%), Facilitator (75%)**

Ms. McCallen is an accomplished Behavioral Healthcare Professional, with over 25 years' experience working with children, adolescents, adults, and families, in at risk or crisis situations. She is a highly experienced therapist with

strong administrative qualities. She has 6 years of experience in providing counseling and psycho-educational groups to incarcerated adults and juveniles in MCSO jails. She has provided facilitation for several Contractor contracts including: Anger Management, Employment Skills, Inmate Crisis Counseling and Cognitive Restructuring Groups.

Ms. McCallen will serve as the Contractor-MCSO Liaison to facilitate communication between Contractor management and MCSO program staff with a goal to provide timely and seamless coordination of information to effect and implement changes as quickly as possible. Dianna supports the Chief Administrator by assisting with facilitator training and management of day to day issues as they arise. Dianna will continue to provide group facilitation, as well. Dianna currently conducts 4 Cognitive Restructuring Groups weekly.

**Group Facilitators:**

**Gregory Mares, LISAC: Bilingual Group Facilitator**

Mr. Mares is a Licensed Independent Substance Abuse Counselor in the state of Arizona. He has over 20 years of substance abuse treatment and prevention experience. He is a bilingual counselor with extensive group facilitation experience in several community agencies. He has three years of experience conducting groups for Contractor in MCSO facilities. In addition to conducting Spanish Employment skills groups, he is currently conducting 2 Spanish Cognitive Restructuring Groups weekly.

Mr. Mares will continue to be a bilingual group facilitator.

**Martha Munoz, MS: Bilingual Group Facilitator**

Ms. Munoz is a bilingual facilitator for Contractor's Cognitive Restructuring and Anger Management classes. Ms. Munoz is a licensed psychologist in Mexico, and is in the dissertation phase of her PhD program at Ottawa University. She participates in conferences and workshops presenting on substance abuse, domestic violence and mental health issues.

Ms. Munoz would continue to be a bilingual group facilitator. She currently conducts 2-4 Spanish Cognitive Restructuring Classes weekly.

**Jennifer Jones-Barnes: Group Facilitator**

Ms. Jones-Barnes brings 10 years of experience delivering inmate programs for MCSO. She is a Certified Alcohol and Drug Abuse Counselor (CADAC) with international reciprocity. Ms. Jones has completed Thinking for a Change Facilitator Training. She has been facilitating for Contractor for four years including Anger Management, Employment Skills and she currently facilitates 4 Cognitive Restructuring Groups weekly.

Ms. Jones-Barnes will continue to be a group facilitator

**Alan Boss: Group Facilitator**

Alan is currently in his Master of Counseling program at Grand Canyon University. He has 8 years of experience facilitating MCSO groups for Contractor and for Religious Programs. He has vast experience conducting cognitive-based groups in the military, corrections and most currently for Contractor conducting Anger Management, Employment Skills and Parenting Groups (a YESS contract managed by Contractor) for both ALPHA and Adult Programs. He has facilitated Cognitive Restructuring Groups in the past, including a specialized T4C Veteran's program. Alan has completed Thinking for a Change Facilitator Training.

Mr. Boss will continue to be a group facilitator. He is currently not conducting Cognitive Groups, but we anticipate he will conduct T4C classes if we awarded this contract again.

**Greg Balluzzo, MA: Bilingual Group Facilitator**

Mr. Balluzzo has twenty five years of experience working in the area of Behavioral Health Therapy with the general population, justice court system and incarcerated communities. He has facilitated MCSO jail groups since 2011. Greg has facilitated Cognitive Restructuring and Anger Management groups for Contractor since 2013. He has completed the T4C Facilitator Training.

Mr. Balluzzo will be a back-up or substitute counselor. Semi-retired, Mr. Balluzzo has agreed to fill in when possible for Contractor programming. Having substitute bilingual counselor is an added benefit of Contractor's service offerings.

#### 5.5.5 Proposal Exceptions

Contractor Counseling and Development, LLC respectfully asks for an exception to sections:

##### 2.1.1.1.1

Counselors need to have a license obtained through the Arizona State Board of Behavioral Health in the appropriate discipline such as professional or associated counselor, social worker, or marriage and family counselor or be eligible for licensure and have a minimum of two years or 2000 hours experience in education or counseling

And

##### 2.1.1.2

Counselors shall possess professional certificates in counseling or be eligible for certification.

We propose the following wording:

##### 2.1.1.1.1

Counselors need to have a license obtained through the Arizona State Board of Behavioral Health in the appropriate discipline such as professional or associated counselor, social worker, or marriage and family counselor or be eligible for licensure. Exceptions to this requirement may be granted by MCSO if a review of the counselor's education, experience and credentials are deemed sufficient to perform the essential tasks of the proposal. Counselors must have a minimum of two years or 2000 hours experience in education or counseling.

##### 2.1.1.2

Counselors shall possess professional licenses in counseling or be eligible for licensure. Exceptions to this requirement may be granted by MCSO if a review of the counselor's education, experience and credentials are deemed sufficient to perform the essential tasks of the proposal.

Exceptions have been accepted by Sheriff's Office and incorporated into document.

#### Clarification questions:

Q1. Regarding Alan and Jennifer – are they working toward their Masters and licensure?

Answer:

Alan Boss is currently working toward his masters degree, which he is required to obtain prior to applying for licensure as a professional counselor, which is his goal.

Jennifer Jones-Barnes is not working towards a degree or licensure through the AZBBHE. She obtained her original certification in another state. Arizona currently has several LISAC and LASAC (Licensed Associate/Independent Substance Abuse Counselors) with similar credentials. Because she was credentialed in another state and applied in Arizona after the regulations changed, she was unable to be grandfathered in as many Arizona-licensed counselors with similar credentials and less experience were. She has sought, and obtained her CADAC (Certified Alcohol and Drug Abuse Counselor) through the AZ Board for Certification of Addiction Counselors (ABCAC). So she is credentialed/certified in AZ, but through ABCAC not AZBBHE.

In any case, we can fulfill the obligations of the contract, even without these counselors being approved. However, since they were referred to us by MCSO personnel and have several years of proven experience in providing quality MCSO groups, we continue to advocate for their inclusion.

\*\*All referenced documents provided at the time of response are in the procurement file, any updates shall be made available upon request.

ASPEN COUNSELING AND DEVELOPMENT, 2942 N 24<sup>TH</sup> STREET, #114, PHOENIX, AZ 85016

PRICING SHEET: NIGP CODE 95221

Terms:	NET 30
Vendor Number:	W000011373 X
Certificates of Insurance	Required
Contract Period:	To cover the period ending <b>May 31, 2018.</b>