

**CITY CLERK
ORIGINAL**

**C-10184
08/14/2015**

**AGREEMENT FOR
Psychological Services for the Police Department
City of Glendale Solicitation No. RFP 15-07**

This Agreement for Psychological Services for the Police Department ("Agreement") is entered into between CITY OF GLENDALE, an Arizona municipal corporation ("City"), and Crisis Preparation and Recovery, Inc., an Arizona corporation (the "Consultant") as of the 14 day of August, 2015.

RECITALS

- A. City intends to augment psychological support resources available to police personnel and their families. Psychological counseling and assessment services will be made available to police personnel and members of their immediate family for issues, concerns or needs related to employment, marriage, parenting, substance abuse, stress, grief or other related personal matters, as more fully set forth in Solicitation No. RFP 15-07, Psychological Services for the Police Department, ("Counseling and Assessment Services") **Exhibit A** attached hereto;
- B. City desires to retain the services of Consultant to perform those specific counseling and assessment services as set forth in the RFP attached hereto;
- C. City and Consultant desire to memorialize their agreement with this document.

AGREEMENT

In consideration of the Recitals, which are confirmed as true and correct and incorporated by this reference, the mutual promises and covenants contained in this Agreement, and other good and valuable consideration, City and Consultant agree as follows:

I. Counseling and Assessment Services and Training.

- 1. **Training.** Professional training may be requested by department personnel to enhance professional understanding of specific psychological related topics. These may include educational presentations at in-service trainings, police academies, or other citywide events. Occasionally, police trainers, supervisors, administrators or department leaders may request consultation with a professional psychologist or psychiatrist to develop training; assist with the supervision or evaluation of police personnel; or for recommendations in handling a sensitive or volatile situation.
- 2. **Counseling and Assessment Services.** Consultant will provide all counseling and assessment services necessary in a timely and efficient manner consistent with City's requirements, including, but not limited to, working in close interaction and interfacing with City and its designated employees, and working closely with others, including other Consultants or consultants, retained by City.

- (A) The Consultant shall be a licensed professional psychologist or psychiatrist with
- (B) significant experience working with the culture of law enforcement to augment existing stress management programs; participate in the development of these programs; offer one-on-one counseling to employees who have been exposed to traumatic events; provide post shooting interventions as required by the department; and facilitate both individual and group debriefings as requested.
- (C) The Consultant may not concurrently conduct employer mandated "fitness for duty" evaluations for the City of Glendale.
- (D) The Consultant shall provide at least one contact telephone number to the police department by which the consultant can be contacted during normal business hours (Monday through Friday, 8:00 AM to 6:00 PM). If unavailable, a messaging service and/or mechanism needs to be established. Urgent messages must be returned within one hour. In the event that the primary consultant is unavailable, the Consultant shall provide the name and contact number for another equally qualified member of their organization or staff who can be contacted by phone or return a phone call within 1 hour.
- (E) The Consultant shall provide at least one after hours contact telephone number to the police department by which the Consultant can be contacted outside normal business hours. This number will be used in the event of serious injury to police personnel; line of duty death; or a catastrophic and/or fatal injury to employee.
- (F) The Consultant shall identify with names, resumes and contact information all members to whom the City may expect services in the absence of the consultant. The contract administrator must approve all associates prior to performance with the City.

II. Critical Incidents.

1. A line of duty death or potentially fatal injury to an employee is perhaps the most extreme stressor employees of a police agency can experience. If such an incident should occur affecting a Glendale police employee, the Consultant may be requested to respond to the hospital, a police facility to assist those impacted by the incident, or directly to the scene to intervene with responding officers and/or employees. The Consultant shall respond to the desired location within 2 hours of being notified.
2. The Consultant may be contacted for consultation by phone regarding critical incidents, including but not limited to: SWAT callouts, threat assessments, homicide investigations, and other high risk, complex incidents where the Consultant may be able to assist in resolving the incident through psychological profiling, hostage negotiation tactics, or other psychological interventions.
3. Individual counseling and/or debriefings for employees involved in critical incidents shall occur as requested by the Contract Administrator. Intervention with affected employees shall occur within 72 hours of the incident unless otherwise approved by the Contract Administrator.

4. In addressing the needs of the department after a critical incident, the Consultant shall work in collaboration with services provided by the Crisis Service Coordinator, the Peer Support Team, and/or the Critical Incident Stress Management Team.
5. No more than 100 hours of critical incident activities can be expected each contract year.

III. Individual Counseling.

1. Police employees may independently request individual counseling after critical incidents on their own initiative. Appointments requested by police employees, directly in response to a critical incident, shall be provided within seven business days after the incident. For long term care, police personnel and their family members should be referred to the city's EAP or to other mental health providers as appropriate.
2. Employee-initiated services will be confidential, with employee names omitted from the hourly billing on billing invoices. At the discretion of the psychologist or psychiatrist, a separate location or entrance for individual consultations may be provided to maintain employee confidentiality.
3. For those officers who are mandated to meet with the Consultant, such as officers involved in a lethal encounter, the Consultant shall notify the Contract Administrator when the appointment is completed. This notification will only include a verification of attendance. Notification can be facilitated via email or letter provided directly to the employee at time of service. If the Consultant has concerns about an employee's ability to return to duty, they should speak directly with the Crisis Services or CISM Coordinator about these issues. Prior to this conversation, the Consultant will be required to obtain written permission for the disclosure from the employee.
4. Upon termination of the contract, the consultant shall provide referral and/or transfer of active clients to another service provider as required by professional ethical standards.
5. No more than 200 hours of counseling activities can be expected each contract year.

IV. Consultation/Participation in Departmental Activities.

1. The Consultant may be asked to provide consultation services to police administration regarding organizational issues (i.e. issues of homeland security; threat assessment; field training for new officers; and the management of prolonged crisis events, such as hostage taking). The Consultant will not be required to divulge any information to staff they deem to be confidential.
2. The Consultant may be asked to participate in meetings and/or trainings to contribute psychological expertise.
3. No more than 40 hours of consultation activities can be expected each contract year

V. Compliance/Records.

1. All psychological services shall comply with applicable accreditation standards. All psychological services provided by the consultant shall be provided by Arizona licensed mental health providers.
2. The Consultant shall provide the Contract Administrator one copy of all intake forms utilized by the consultant as a precursor to providing clinical services to City employees and family members. The Contract Administrator shall receive copies of any subsequent documents added or modified by the consultant.
3. The Consultant shall follow all ADA, HIPAA privacy compliance tasks and other legal guidelines. HIPAA guidelines must be followed, including waiver forms and full access to employee medical/mental health records upon request.
4. The Consultant shall comply with the accreditation standards outlined by the Commission on Accreditation for Law Enforcement Agencies, Inc. (CALEA).
5. Any test instruments must be legally defensible in court and legal contentions.
6. Government email is considered public information and must be protected. All letters and memos will be marked "confidential" and all emails with medical or other confidential information will be sent with "confidential medical information" in the subject heading. Copies of all case notes, test results, tapes, memos, emails, letters, and any other psychological data will be maintained confidentially by the psychologist or psychiatrist in a secure area for at least seven years including time subsequent to the ending date of the contract.

VI. Reports/Invoicing.

1. The Consultant shall be paid at an hourly rate.
2. Price Sheet is contained in the Crisis Preparation and Recovery, Inc. Response to RFP 15-07 (**Exhibit B**).
3. Auxiliary or incidental expenses such as travel costs; lodging, per diem or training materials will not be reimbursed unless prior written approval for these expenditures is granted by the Contract Administrator prior to purchase.
4. Every month, the Consultant shall provide the Contract Administrator with an invoice and a separate Activity Summary to include the following statistics, at a minimum:
 - Total number of clients seen and hours of service provided to each
 - Total number of dependents seen and hours of service provided to each
 - Number of "no shows" or late cancellations
 - Total number of worksite visits with number of hours at each visit
 - List of training/education classes offered including topic, number in attendance and hours of training provided

- Number of call-outs and hours of service provided for each
 - Number of consultations provided and total time spent in this activity
5. Consultant shall prepare summary report by the 10th of each month for the previous month's activities.
 6. Each monthly invoice and activity summary shall be reviewed and approved by the Contract Administrator to determine acceptable completion prior to payment being made to the Consultant.
 7. Data compilations, studies, and generic reports that are prepared in the performance of this contract are to be and remain the property of the City and are to be delivered to the Contract Administrator before final payment is made to the Consultant. The Consultant will maintain all client records in accordance with all applicable legal and professional standards.

VII. Term/Termination.

1. **Term of Agreement.** The initial terms of the Agreement shall be one (1) year. The City may, at its option and with approval of the Consultant, extend the term of this agreement four (4) additional years in one (1) year increments based on satisfactory Consultant performance. Consultant shall be notified in writing by the City Materials Manager of the City's intention to extend the contract period at least thirty (30) calendar days prior to the expiration of the original contract period. Price adjustments will only be reviewed during contract renewal.
2. **Termination for Convenience.** City may terminate this Agreement for convenience, without cause, by delivering a written termination notice stating the effective termination date, which may not be less than 15 days following the date of delivery.
 - (A) Consultant will be equitably compensated for Service and Repair furnished prior to receipt of the termination notice and for reasonable costs incurred.
 - (B) Consultant will also be similarly compensated for any approved effort expended and approved costs incurred that are directly associated with project closeout and delivery of the required items to the City.
3. **Termination for Cause.** City may terminate this Agreement for cause if Consultant fails to cure any breach of this Agreement within seven days after receipt of written notice specifying the breach.
 - (A) Consultant will not be entitled to further payment until after City has determined its damages. If City's damages resulting from the breach, as determined by City, are less than the equitable amount due but not paid Consultant for Service furnished, City will pay the amount due to Consultant, less City's damages.
 - (B) If City's direct damages exceed amounts otherwise due to Consultant, Consultant must pay the difference to City immediately upon demand; however, Consultant will not be

subject to consequential damages more than \$1,000,000 or the amount of this Agreement, whichever is greater.

VIII. Conflict. Consultant acknowledges this Agreement is subject to A.R.S. § 38-511, which allows for cancellation of this Agreement in the event any person who is significantly involved in initiating, negotiating, securing, drafting, or creating the Agreement on City's behalf is also an employee, agent, or consultant of any other party to this Agreement.

IX. Insurance.

1. **Requirements.** Consultant must obtain and maintain the following insurance ("Required Insurance"):

(A) Consultant and Sub-Consultants. Consultant, and each Sub-Consultant performing work or providing materials related to this Agreement must procure and maintain the insurance coverages described below (collectively referred to herein as the "Consultant's Policies"), until each Parties' obligations under this Agreement are completed.

(B) General Liability.

(1) Consultant must at all times relevant hereto carry a commercial general liability policy with a combined single limit of at least \$1,000,000 per occurrence and \$1,000,000 annual aggregate.

(2) Sub-contractors must at all times relevant hereto carry a general commercial liability policy with a combined single limit of at least \$1,000,000 per occurrence.

(3) This commercial general liability insurance must include independent Consultants' liability, contractual liability, broad form property coverage, XCU hazards if requested by the City, and a separation of insurance provision.

(4) These limits may be met through a combination of primary and excess liability coverage.

(C) Auto. A business auto policy providing a liability limit of at least \$0 per accident for Consultant and \$0 per accident for Sub-Consultants and covering owned, non-owned and hired automobiles.

(D) Workers' Compensation and Employer's Liability. A workers' compensation and employer's liability policy providing at least the minimum benefits required by Arizona law.

(E) Notice of Changes. Consultant's Policies must provide for not less than 30 days' advance written notice to City Representative of:

(1) Cancellation or termination of Consultant or Sub-Consultant's Policies;

- (2) Reduction of the coverage limits of any of Consultant or and Sub-Consultant's Policies; and
- (3) Any other material modification of Consultant or Sub-Consultant's Policies related to this Agreement.

(F) Certificates of Insurance.

- (1) Within 10 business days after the execution of the Agreement, Consultant must deliver to City Representative certificates of insurance for each of Consultant and Sub-Consultant's Policies, which will confirm the existence or issuance of Consultant and Sub-Consultant's Policies in accordance with the provisions of this section, and copies of the endorsements of Consultant and Sub-Consultant's Policies in accordance with the provisions of this section.
- (2) City is and will be under no obligation either to ascertain or confirm the existence or issuance of Consultant and Sub-Consultant's Policies, or to examine Consultant and Sub-Consultant's Policies, or to inform Consultant or Sub-Consultant in the event that any coverage does not comply with the requirements of this section.
- (3) Consultant's failure to secure and maintain Consultant Policies and to assure Sub-Consultant policies as required will constitute a material default under the Agreement.

(G) Other Consultants or Vendors.

- (1) Other Consultants or vendors that may be contracted with in connection with the Project must procure and maintain insurance coverage as is appropriate to their particular contract.
- (2) This insurance coverage must comply with the requirements set forth above for Consultant's Policies (e.g., the requirements pertaining to endorsements to name the parties as additional insured parties and certificates of insurance).

(H) Policies. Except with respect to workers' compensation and employer's liability coverages, City must be named and properly endorsed as additional insureds on all liability policies required by this section.

- (1) The coverage extended to additional insureds must be primary and must not contribute with any insurance or self-insurance policies or programs maintained by the additional insureds.
- (2) All insurance policies obtained pursuant to this section must be with companies legally authorized to do business in the State of Arizona and reasonably acceptable to all parties.

2. Sub-Consultants.

- (A) Consultant must also cause its Sub-Consultants to obtain and maintain the Required Insurance.
- (B) City may consider waiving these insurance requirements for a specific Sub-Consultant if City is satisfied the amounts required are not commercially available to the Sub-Consultant and the insurance the Sub-Consultant does have is appropriate for the Sub-Consultant's work under this Agreement.
- (C) Consultant and Sub-Consultants must provide to the City proof of the Required Insurance whenever requested.

3. Indemnification.

- (A) To the fullest extent permitted by law, Consultant must defend, indemnify, and hold harmless City and its elected officials, officers, employees and agents (each, an "Indemnified Party," collectively, the "Indemnified Parties"), for, from, and against any and all claims, demands, actions, damages, judgments, settlements, personal injury (including sickness, disease, death, and bodily harm), property damage (including loss of use), infringement, governmental action and all other losses and expenses, including attorneys' fees and litigation expenses (each, a "Demand or Expense"; collectively, "Demands or Expenses") asserted by a third-party (i.e. a person or entity other than City or Consultant) and that arises out of or results from the breach of this Agreement by the Consultant or the Consultant's negligent actions, errors or omissions (including any Sub-Consultant or other person or firm employed by Consultant), whether sustained before or after completion of the Project.
- (B) This indemnity and hold harmless applies even if a Demand or Expense is in part due to the Indemnified Party's negligence or breach of a responsibility under this Agreement, but in that event, Consultant shall be liable only to the extent the Demand or Expense results from the negligence or breach of a responsibility of Consultant or of any person or entity for whom Consultant is responsible.
- (C) Consultant is not required to indemnify any Indemnified Parties for, from, or against any Demand or Expense resulting from the Indemnified Party's sole negligence or other fault solely attributable to the Indemnified Party.

XIII. Immigration Law Compliance. Consultant warrants, to the extent applicable under A.R.S. § 41-4401, compliance with all federal immigration laws and regulations that relate to its employees as well as compliance with A.R.S. § 23-214(A) which requires registration and participation with the E-Verify Program.

XIV. Non-Discrimination Policies. Consultant must not discriminate against any employee or applicant for employment on the basis of race, color, religion, sex, national origin, age, marital status, sexual orientation, gender identity or expression, genetic characteristics, familial status, U.S. military veteran status or any disability. Consultant must not discriminate against any employee or applicant for employment on the basis race, color, religion, sex, national origin,

age, marital status, sexual orientation, gender identity or expression, genetic characteristics, familial status, U.S. military veteran status or any disability. Consultant will require any Sub-Consultant to be bound to the same requirements as stated within this section. Consultant, and on behalf of any Sub-Consultants, warrants compliance with this section.

XII. Notices. A notice, request or other communication that is required or permitted under this Agreement (each a "Notice") will be effective only if:

1. The Notice is in writing, and
2. Delivered in person or by private express overnight delivery service (delivery charges prepaid), certified or registered mail (return receipt requested).
3. Notice will be deemed to have been delivered to the person to whom it is addressed as of the date of receipt, if:
 - (A) Received on a business day, or before 5:00 p.m., at the address for Notices identified for the Party in this Agreement by U.S. Mail, hand delivery, or overnight courier on or before 5:00 p.m.; or
 - (B) As of the next business day after receipt, if received after 5:00 p.m.
 - (C) The burden of proof of the place and time of delivery is upon the Party giving the Notice.
 - (D) Digitalized signatures and copies of signatures will have the same effect as original signatures.

XIII. Representatives.

1. **Consultant.** Consultant's representative (the "Consultant's Representative") authorized to act on Consultant's behalf with respect to the Project, and his or her address for Notice delivery is:

Crisis Preparation and Recovery, Inc.
Attn: Tom McSherry, President/CEO
2120 South McClintock Drive
Tempe, Arizona 85282

2. **City.** City's representative ("City's Representative") authorized to act on City's behalf with respect to the Project, and his or her address for Notice delivery is:

Glendale Police Department
Attn: Chief Debora Black
6835 North 57th Drive
Glendale, Arizona 85301

With required copy to:

City Manager
City of Glendale
5850 West Glendale Avenue
Glendale, Arizona 85301

City Attorney
City of Glendale
5850 West Glendale Avenue
Glendale, Arizona 85301

3. Concurrent Notices.

- (A) All notices to City's representative must be given concurrently to City Manager and City Attorney.
- (B) A notice will not be deemed to have been received by City's representative until the time that it has also been received by City Manager and City Attorney.
- (C) City may appoint one or more designees for the purpose of receiving notice by delivery of a written notice to Consultant identifying the designee(s) and their respective addresses for notices.

- 4. Changes.** Consultant or City may change its representative or information on Notice, by giving Notice of the change in accordance with this section at least ten days prior to the change.

XIV. Entire Agreement; Survival; Counterparts; Signatures.

- 1. Integration.** This Agreement contains, except as stated below, the entire agreement between City and Consultant and supersedes all prior conversations and negotiations between the parties regarding the Project or this Agreement.

- (A) Neither Party has made any representations, warranties or agreements as to any matters concerning the Agreement's subject matter.
- (B) Representations, statements, conditions, or warranties not contained in this Agreement will not be binding on the parties.
- (C) The solicitation, any addendums and the response submitted by the Consultant are incorporated fully into this Agreement as **Exhibit A**. Any inconsistency between **Exhibit A** and this Agreement will be resolved by the terms and conditions stated in this Agreement.

XV. Interpretation.

- 1. The parties fairly negotiated the Agreement's provisions to the extent they believed necessary and with the legal representation they deemed appropriate.
- 2. The parties are of equal bargaining position and this Agreement must be construed equally between the parties without consideration of which of the parties may have drafted this Agreement.

3. The Agreement will be interpreted in accordance with the laws of the State of Arizona.

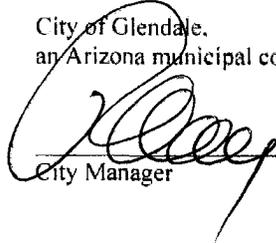
- XVI. Survival.** Except as specifically provided otherwise in this Agreement each warranty, representation, indemnification and hold harmless provision, insurance requirement, and every other right, remedy and responsibility of a Party, will survive completion of the Project, or the earlier termination of this Agreement.
- XVII. Amendment.** No amendment to this Agreement will be binding unless in writing and executed by the parties. Any amendment may be subject to City Council approval.
- XVIII. Remedies.** All rights and remedies provided in this Agreement are cumulative and the exercise of any one or more right or remedy will not affect any other rights or remedies under this Agreement or applicable law.
- XIX. Severability.** If any provision of this Agreement is voided or found unenforceable, that determination will not affect the validity of the other provisions, and the voided or unenforceable provision will be reformed to conform to applicable law.
- XX. Counterparts.** This Agreement may be executed in counterparts, and all counterparts will together comprise one instrument.
- XXI. Applicable Law; Venue.** This Contract shall be governed by the laws of the State of Arizona. Any lawsuit brought pertaining to this Contract may only be brought Maricopa County, Arizona.
- XXII. Dispute Resolution** Each claim, controversy and dispute (each a "Dispute") between Consultant and the City will be resolved in accordance with **Exhibit C**.
- XXIII. Exhibits.** The following exhibits, with reference to the term in which they are first referenced, are incorporated by this reference.

Exhibit A	RFP 15-07
Exhibit B	Crisis Preparation and Recovery, Inc.'s Response to RFP 15-07
Exhibit C	Dispute Resolution

[Signatures appear on the following page]

The parties enter into this Agreement effective as of the date shown above.

City of Glendale,
an Arizona municipal corporation



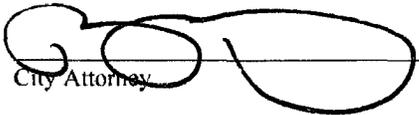
City Manager

ATTEST:



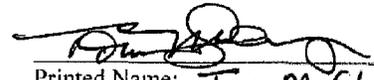
City Clerk (SEAL)

APPROVED AS TO FORM:



City Attorney

Crisis Preparation and Recovery, Inc.,
an Arizona corporation



Printed Name: Tom McSherry
Its: President / CEO

EXHIBIT A

RFP 15-07 Psychological Services for the Police Department

[see attached]



CITY OF GLENDALE MATERIALS MANAGEMENT REQUEST FOR PROPOSAL

SOLICITATION NUMBER: RFP 15-07

DEPARTMENT: PSYCHOLOGICAL SERVICES FOR THE POLICE DEPARTMENT

OFFER DUE DATE AND TIME: 2:00pm local time, May 14, 2015

PRE-OFFER CONFERENCE: A Pre-offer meeting will NOT be held.

SUBMITTAL LOCATION: City of Glendale
Materials Management
5850 West Glendale Avenue, Suite 317
Glendale, Arizona 85301

Proposals must be in the actual possession of Materials Management on or prior to the time and date, and at the location indicated. Materials Management is located on the third (3rd) floor of the Glendale Municipal Office Complex (City Hall) behind the Engineering Department. Proposals are accepted from the hours of 8:00 a.m. and 5:00 p.m., Monday through Friday, unless otherwise indicated for a holiday. All proposals will be time stamped at the Engineering Department's front counter. Late proposals will not be considered.

Proposals must be submitted in a sealed envelope with the Solicitation Number and the Offeror's name and address clearly indicated on the envelope. See Paragraph 2.3 for additional instructions for preparing an offer.

Proposals shall be opened publicly at the time, place and location designated on this page. Only the name of each Offeror shall be publicly read and recorded. All other information contained in the proposals shall be confidential so as to avoid disclosure of contents prejudicial to competing Offerors.

OFFERORS ARE STRONGLY ENCOURAGED TO CAREFULLY READ THE ENTIRE SOLICITATION.

For questions regarding this solicitation contact:

Crista Clevenger
Contract Analyst
623-930-2865
cclevenger@glendaleaz.com

 <p>GLENDALÉ</p>	<p align="center">Solicitation Number: RFP 15-07</p> <p align="center">PSYCHOLOGICAL SERVICES FOR THE POLICE DEPARTMENT</p>	<p align="center">CITY OF GLENDALE Materials Management 5850 West Glendale Avenue, Suite 317 Glendale, Arizona 85301</p>
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 <p>GLENDALE</p>	<p>Solicitation Number: RFP 15-07</p> <p>PSYCHOLOGICAL SERVICES FOR THE POLICE DEPARTMENT</p>	<p>CITY OF GLENDALE Materials Management 5850 West Glendale Avenue, Suite 317 Glendale, Arizona 85301</p>
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1.0 SPECIFICATIONS

1.1 INTRODUCTION

- 1.1.1 The City of Glendale invites sealed proposals from agencies, firms or individuals to augment psychological support resources available to police personnel and their families.
- 1.1.2 Psychological counseling and assessment services will be made available to police personnel and members of their immediate family for issues, concerns or needs related to employment, marriage, parenting, substance abuse, stress, grief or other related personal matters.
- 1.1.3 The City may make awards to one, or more, companies for activities including: individual counseling, critical incident debriefing (both individual and group), post shooting interventions; training; and consultation.

1.2 BACKGROUND

- 1.2.1 The inherent stresses with police work require specialized psychological services. This RFP shall allow the City to hire a Mental Health Consultant to augment the City's CISM and Peer Support Team.
- 1.2.2 Police work involves personal risk of death or injury to officers, and the potential risk of causing death or injury to others. A critical incident in which an officer is hurt or killed, or causes death or serious injury to another, may cause a traumatic stress reaction. Also, repeated involvement with victims of crime may trigger increased secondary stress due to the disturbing nature of some crimes. Furthermore, exposure to repeated critical incidents; the cumulative effects of high intensity scenes; the inexperience of an officer; or a personal connection to an investigation may increase traumatic harm to an employee. Post-traumatic stress can affect the officer(s), employees, families, and coworkers. Stress can have an adverse psychological impact on an employee, both professionally and personally. Professional mental health intervention is important to mitigate the potential impact of post-traumatic stress.
- 1.2.3 Police employees can experience job-affecting stress from one incident or the cumulative effect of many incidents. In addition to the mental health benefits provided by City health insurance and the Employee Assistance Program (EAP), police employees may need individual counseling that is specific to the special stresses of police work.

 <p>GLENDALÉ</p>	<p style="text-align: center;">Solicitation Number: RFP 15-07</p> <p style="text-align: center;">PSYCHOLOGICAL SERVICES FOR THE POLICE DEPARTMENT</p>	<p>CITY OF GLENDALE Materials Management 5850 West Glendale Avenue, Suite 317 Glendale, Arizona 85301</p>
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1.2.4 Professional training may be requested by department personnel to enhance professional understanding of specific psychological related topics. These may include educational presentations at in-service trainings, police academies, or other citywide events. Occasionally, police trainers, supervisors, administrators or department leaders may request consultation with a professional psychologist or psychiatrist to develop training; assist with the supervision or evaluation of police personnel; or for recommendations in handling a sensitive or volatile situation.

1.2.6 The Glendale Police Department is internationally accredited by the Commission on Accreditation for Law Enforcement Agencies, Inc. (CALEA). All psychological services must comply with all applicable accreditation standards. The City, Police Department, and contracted consultants providing services, must adhere to and must perform all ADA, HIPAA privacy compliance tasks, and other legal guidelines.

1.3 COUNSELING AND ASSESSMENT SERVICES

1.3.1 The Consultant shall be a licensed professional psychologist or psychiatrist with significant experience working with the culture of law enforcement to augment existing stress management programs; participate in the development of these programs; offer one-on-one counseling to employees who have been exposed to traumatic events; provide post shooting interventions as required by the department; and facilitate both individual and group debriefings as requested.

1.3.2 The Consultant may not concurrently conduct employer mandated “fitness for duty” evaluations for the City of Glendale.

1.3.3 The Consultant shall provide at least one contact telephone number to the police department by which the consultant can be contacted during normal business hours (Monday through Friday, 8:00 AM to 6:00 PM). If unavailable, a messaging service and/or mechanism needs to be established. Urgent messages must be returned within one hour. In the event that the primary consultant is unavailable, the Consultant shall provide the name and contact number for another equally qualified member of their organization or staff who can be contacted by phone or return a phone call within 1 hour.

1.3.4 The Consultant shall provide at least one after hours contact telephone number to the police department by which the Consultant can be contacted outside normal business hours. This number will be used in the event of serious injury to police personnel; line of duty death; or a catastrophic and/or fatal injury to employee.

 <p>GLENDALÉ</p>	<p>Solicitation Number: RFP 15-07</p> <p>PSYCHOLOGICAL SERVICES FOR THE POLICE DEPARTMENT</p>	<p>CITY OF GLENDALE Materials Management 5850 West Glendale Avenue, Suite 317 Glendale, Arizona 85301</p>
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1.3.5 The Consultant shall identify with names, resumes and contact information all members to whom the City may expect services in the absence of the consultant. The contract administrator must approve all associates prior to performance with the City.

A. Critical Incidents

1.3.6a A line of duty death or potentially fatal injury to an employee is perhaps the most extreme stressor employees of a police agency can experience. If such an incident should occur affecting a Glendale police employee, the Consultant may be requested to respond to the hospital, a police facility to assist those impacted by the incident, or directly to the scene to intervene with responding officers and/or employees. The Consultant shall respond to the desired location within 2 hours of being notified.

1.3.7a The Consultant may be contacted for consultation by phone regarding critical incidents, including but not limited to: SWAT callouts, threat assessments, homicide investigations, and other high risk, complex incidents where the Consultant may be able to assist in resolving the incident through psychological profiling, hostage negotiation tactics, or other psychological interventions.

1.3.8a Individual counseling and/or debriefings for employees involved in critical incidents shall occur as requested by the Contract Administrator. Intervention with affected employees shall occur within 72 hours of the incident unless otherwise approved by the Contract Administrator.

1.3.9a In addressing the needs of the department after a critical incident, the Consultant shall work in collaboration with services provided by the Crisis Service Coordinator, the Peer Support Team, and/or the Critical Incident Stress Management Team.

1.3.0a No more than 100 hours of critical incident activities can be expected each contract year.

B. Individual Counseling

1.3.1b The Consultant may be asked to provide counseling and assessment services to police personnel and members of their immediate family for problems, concerns or needs related to their employment including, but not limited to: stress, grief or other emotional distress arising from exposure to physical or psychological trauma in the course of performing their duties. For long term care, police personnel and their family members should be referred to the Employee Assistance Program (EAP) or to other mental health providers as provided through their health care coverage.

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- 1.3.2b Police employees may independently request individual counseling after critical incidents on their own initiative. Appointments requested by police employees, directly in response to a critical incident, shall be provided within seven business days after the incident. For long term care, police personnel and their family members should be referred to the city's EAP or to other mental health providers as appropriate.
- 1.3.3b Employee-initiated services will be confidential, with employee names omitted from the hourly billing on billing invoices.
- 1.3.4b At the discretion of the psychologist or psychiatrist, a separate location or entrance for individual consultations may be provided to maintain employee confidentiality. This is not a requirement.
- 1.3.5b For those officers who are mandated to meet with the Consultant, such as officers involved in a lethal encounter, the Consultant shall notify the Contract Administrator when the appointment is completed. This notification will only include a verification of attendance. Notification can be facilitated via email or letter provided directly to the employee at time of service. If the Consultant has concerns about an employee's ability to return to duty, they should speak directly with the Crisis Services or CISM Coordinator about these issues. Prior to this conversation, the Consultant will be required to obtain written permission for the disclosure from the employee.
- 1.3.6b Upon termination of the contract, the consultant shall provide referral and/or transfer of active clients to another service provider as required by professional ethical standards.
- 1.3.7b No more than 200 hours of counseling activities can be expected each contract year.

C. Consultation/Participation in Department Activities

- 1.3.1c The Consultant may be asked to provide consultation services to police administration regarding organizational issues (i.e. issues of homeland security; threat assessment; field training for new officers; and the management of prolonged crisis events, such as hostage taking). The Consultant will not be required to divulge any information to staff they deem to be confidential.
- 1.3.2c The Consultant may be asked to participate in meetings and/or trainings to contribute psychological expertise.
- 1.3.3c No more than 40 hours of consultation activities can be expected each contract year.

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D. Compliance/Records

- 1.3.1d All psychological services shall comply with applicable accreditation standards. All psychological services provided by the consultant shall be provided by Arizona licensed mental health providers.
- 1.3.2d The Consultant shall provide the Contract Administrator one copy of all intake forms utilized by the consultant as a precursor to providing clinical services to City employees and family members. The Contract Administrator shall receive copies of any subsequent documents added or modified by the consultant.
- 1.3.3d The Consultant shall follow all ADA, HIPAA privacy compliance tasks and other legal guidelines. HIPAA guidelines must be followed, including waiver forms and full access to employee medical/mental health records upon request.
- 1.3.4d The Consultant shall comply with the accreditation standards outlined by the Commission on Accreditation for Law Enforcement Agencies, Inc. (CALEA).
- 1.3.5d Any test instruments must be legally defensible in court and legal contentions.
- 1.3.6d Government email is considered public information and must be protected. All letters and memos will be marked "confidential" and all emails with medical or other confidential information will be sent with "confidential medical information" in the subject heading. Copies of all case notes, test results, tapes, memos, emails, letters, and any other psychological data will be maintained confidentially by the psychologist or psychiatrist in a secure area for at least seven years including time subsequent to the ending date of the contract.

1.4 REPORTS/INVOICING

- 1.4.1 The Consultant shall be paid at an hourly rate.
- 1.4.2 The approximate hours referenced in this solicitation are an estimate ONLY and are to be used for information purposes only. No commitment of any level of service is made during this contract.
- 1.4.3 Auxiliary or incidental expenses such as travel costs; lodging, per diem or training materials will not be reimbursed unless prior written approval for these expenditures is granted by the Contract Administrator prior to purchase.

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- 1.5.3 LAW ENFORCEMENT EXPERIENCE. Describe your firm's qualifications in law enforcement, experience either by virtue of prior experience as a certified law enforcement officer or by providing psychological services to law enforcement agencies. Include information regarding specialized training or attendance at professional conferences of psychological services for the law enforcement community within the last five years. Preference will be given to those with an accredited Ph.D. graduate degree, licensure as a Psychologist or Medical Doctor.
- 1.5.4 EMERGENCY PROTOCOL. On rare occasions, it may be necessary for your staff to be available for last minute or after-hours critical incident and other emergencies. Describe your definition of an emergency and how your office handles an emergency including any contingencies when your staff may be unavailable.

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1.4.4 Every month, the Consultant shall provide the Contract Administrator with an invoice and a separate Activity Summary to include the following statistics, at a minimum:

- Total number of clients seen and hours of service provided to each
- Total number of dependents seen and hours of service provided to each
- Number of “no shows” or late cancellations
- Total number of worksite visits with number of hours at each visit
- List of training/education classes offered including topic, number in attendance and hours of training provided
- Number of call-outs and hours of service provided for each
- Number of consultations provided and total time spent in this activity

1.4.5 Consultant shall prepare summary report by the 10th of each month for the previous month’s activities.

1.4.6 Each monthly invoice and activity summary shall be reviewed and approved by the Contract Administrator to determine acceptable completion prior to payment being made to the Contractor.

1.4.7 Data compilations, studies, and generic reports that are prepared in the performance of this contract are to be and remain the property of the City and are to be delivered to the Contract Administrator before final payment is made to the Consultant. The Consultant will maintain all client records in accordance with all applicable legal and professional standards.

1.5 SUBMITTAL REQUIREMENTS

1.5.1 SUMMARY OF FIRM. Describe the overall experience and qualifications of the agency, firm, or individual. Describe the offeror’s resources, capabilities, and the number of years in business. Include information that documents successful and reliable experience in past performances, especially those performances related and similar in nature to the requirements of this RFP. Explain your firm’s communications process with clients (appointment process, intake process, client satisfaction policies, etc.)

1.5.2 QUALIFICATIONS OF STAFF. Describe the qualifications of each staff member to be assigned to this contract. Include their names, degree(s) earned, years of experience, professional associations, areas of specialty, and State of Arizona license number and State licensure level. (Attach a copy of state license)

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2. SPECIAL INSTRUCTIONS

2.1 PRE-OFFER CONFERENCE

2.1.1 A Pre-Offer Conference will NOT be held.

2.2 RETURN OF OFFER

One CD-ROM or Flash Drive containing the entire solicitation, contractor’s response to solicitation (Offer) and an originally signed “Offer Sheet” (Section 4.0).

With exception to the signed Offer Sheet, no Paper documents will be accepted. Response to the solicitation shall be in MS Word, Excel, Powerpoint and/or PDF format. Offers submitted in a format (paper or electronic) different than specified herein, may be rejected at the discretion of the City. If the offeror does not have this capability, companies such as Kinkos or Alphagraphics can provide this service at a nominal charge.

The offeror shall complete all sections of the solicitation in the format given (ie Offer Sheet, Price Sheet, Questionnaires) in the space provided. If additional space is needed than what is given, enter “See Attachment A for detail”.

Submittal of the CD-ROM or Flash Drive and the signed Offer Sheet by the offeror in response to this solicitation shall be construed as the offeror’s intent to be bound by any resultant contract.

2.3 PREPARATION OF OFFER PACKAGE The following items shall be completed and returned. Failure to include all the items may result in an offer being rejected. Offer packages shall be submitted in the following order:

- 2.3.1 COVER SHEET
- 2.3.2 OFFER SHEET, Section 4.0
- 2.3.3 PRICE SHEET, Section 5
- 2.3.4 ADDENDUM, Acknowledge and return all addenda (if applicable).
- 2.3.5 PROPOSAL IN CONFORMANCE WITH SCOPE OF SERVICES
- 2.3.6 SUBMISSION REQUIREMENTS, Section 1

2.4 EVALUATION CRITERIA The criteria is listed in order of relative importance.

- 2.4.1 FIRM & STAFF QUALIFICATIONS – 30%
Refer to Section 1.5.1 and 1.5.2
- 2.4.2 COST – 30%

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Refer to Section 5.1

2.4.3 LAW ENFORCEMENT EXPERIENCE – 20%

Refer to Section 1.5.3

2.4.4 EMERGENCY PROTOCOL – 20%

Refer to Section 1.5.4

2.5 ALTERNATE OFFERS/EXCEPTIONS

Offers submitted as alternates, or on the basis of exceptions to specific conditions of purchase and/or required specifications, must be submitted as an attachment referencing the specific paragraph number(s) and adequately defining the alternate or exception submitted. Detailed product brochures and/or technical literature, suitable for evaluation, must be submitted with the Offer. If no exceptions are taken, City will expect and require complete compliance with the specifications and all conditions of purchase.

2.6 SITE INSPECTION Offeror shall visit the site(s) to become familiar with any conditions which may affect the performance and pricing. Submission of an Offer will be prima facie evidence that the Offeror did, in fact, make a site inspection and is aware of all conditions.

2.7 INQUIRIES Any question related to the Request for Proposal shall be directed to the Contract Officer whose name appears above. An Offeror shall not contact or ask questions of the department for whom the requirement is being procured. The Contract Officer may require any and all questions be submitted in writing. Offerors are encouraged to submit written questions via electronic mail or facsimile, no later than **five days** prior to the proposal due date. Any correspondence related to a solicitation should refer to the appropriate Request for Proposal number, page and paragraph number. An envelope containing questions should be identified as such; otherwise it may not be opened until after the official proposal due date and time. Oral interpretations or clarifications will be without legal effect. Only questions answered by a formal written amendment to the Request for Proposal will be binding.

2.8 EVALUATION PANEL Offeror submittals will be evaluated by an evaluation panel. Award shall be made to the responsive, responsible Offeror whose proposal is determined to be the most advantageous to the City.

2.9 PANEL CONTACT Offerors shall have no exclusive meetings, conversations or communications with an individual evaluation panel member on any aspect of the RFP, after submittal.



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2.10 INTERVIEWS The City reserves the right to conduct interviews with some or all of the Offerors at any point during the evaluation process. However, the City may determine that interviews are not necessary. In the event interviews are conducted, information provided during the interview process shall be taken into consideration when evaluating the stated criteria. The City shall not reimburse the Offeror for the costs associated with the interview process.

2.11 ADDITIONAL INVESTIGATIONS The City reserves the right to make such additional investigations as it deems necessary to establish the competence and financial stability of any Offeror submitting a proposal.

2.12 DISCUSSIONS AND REVISIONS TO PROPOSAL Discussions may be conducted with responsible Offerors who submit proposals determined to be reasonably susceptible of being selected for award; and may obtain pertinent information for the purpose of clarification to assure full understanding of, and responsiveness to, the solicitation requirements. Should the City elect to call for 'best and final' offers, Offerors shall be accorded fair and equal treatment with respect to any opportunity for discussion and revision of proposals, and such revisions may be permitted after submissions and prior to award for the purpose of obtaining best and final offers. In conducting discussions, there shall be no disclosure of any information derived from proposals submitted by competing Offerors. The purposes of such discussions shall be to:

- 2.12.1 Determine in greater detail such Offeror's qualifications, and
- 2.12.2 Explore with the scope and nature of the project, the Offeror's proposed method of performance, and the relative utility of alternate methods of approach;
- 2.12.3 Determining that the Offeror will make available the necessary personnel and facilities to perform within the required time;
- 2.12.4 Agreeing upon compensation which is fair and reasonable, taking into account the estimated value of the required services, and the scope, complexity and nature of such services.

2.13 BEST AND FINAL OFFERS The City may request best and final offers if deemed necessary, and will determine the scope and subject of any best and final request.

2.14 PROPOSAL EVALUATION The City reserves the right to secure additional information from the Offeror in various forms and or to award based on submitted information.

2.15 NOTICE OF INTENT TO AWARD AND PROTEST PERIOD Information about the recommended award for this solicitation will be posted on the Internet. The



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information will be available for review on the City's Materials Management Internet home page www.glendaleaz.com/purchasing immediately after the City has completed its evaluation process of the offers received. If you have any questions, or would like further information about an intended award, contact the contract analyst immediately. Any protest must be submitted to the Materials Manager no later than seven (7) calendar days from the date of posting on the Internet. Please go to: <http://www.glendaleaz.com/Purchasing/doingbusinesswithglendale.cfm> for information and instructions on how to file a protest with the City of Glendale.

2.16 WITHDRAWAL OF PROPOSAL At any time prior to the specified solicitation due date and time, an Offeror may formally withdraw the proposal by a written letter, facsimile or electronic mail from the Offeror or a designated representative. Telephonic or oral withdrawals shall not be considered.

2.17 OFFER ERRORS OMISSIONS AND CORRECTIONS The City will not be responsible for any offeror errors or omissions. All prices and notations shall be written in ink or typed. Changes or corrections made on the offer form must be initialed in ink by the individual signing the offer. No corrections will be permitted after the offers have been opened.

2.18 COMPETITIVE NEGOTIATIONS Exclusive or concurrent negotiations may be conducted with responsible Offeror(s) for the purpose of altering or otherwise changing the conditions, terms and price of the proposed contract unless prohibited. Offerors shall be accorded fair and equal treatment in conducting negotiations and there shall be no disclosure of any information derived from proposals submitted by competing offerors. Exclusive or concurrent negotiations shall not constitute a contract award nor shall it confer any property rights to the successful Offeror. In the event the City deems that negotiations are not progressing, the City may formally terminate these negotiations and may enter into subsequent concurrent or exclusive negotiations with the next most qualified offeror(s).

2.19 NO CONTACT, NO INFLUENCE DURING THE RFP PROCESS The City is conducting a competitive RFP process for the contract, free from improper influence or lobbying. There shall be no contact concerning this RFP from Offerors submitting a Proposal with any member of the City Council, RFP Evaluation Committee Members, or anyone connected with the process for or on behalf of the City. Contact includes direct or indirect contact by the Offeror, its employees, attorneys, lobbyists, surrogates, etc. in an attempt to influence the RFP process.

From the time the RFP is issued until the expiration of the protest period or the resolution of any protest, whichever is later (the "Black-Out Period"), Offerors, directly or indirectly through others, are restricted from attempting to influence in any manner

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the decision making process through, including but not limited to, the use of paid media; contacting or lobbying the City Council or City Manager or any other City employee (other than Material Management employees); the use of any media for the purpose of influencing the outcome; or in any other way that could be construed to influence any part of the decision-making process about this RFP. This provision shall not prohibit an Offeror from petitioning an elected official or engaging in any other protected first amendment activity after the protest period has run or any protest has been resolved, whichever is later.

Violation of this provision will cause the proposal or offer of the Offeror to be found in violation and to be rejected.

2.20 PROPRIETARY INFORMATION An Offeror shall clearly mark any proprietary information contained in its bid with the words "Proprietary Information." Offeror shall not mark any Solicitation Form as proprietary. Pricing data shall not be considered proprietary. Marking all, or nearly all, of a bid as proprietary may result in rejection of the bid.

Offeror's acknowledge that the City is required by law to make certain records available for public inspection. In the event that the City receives a request for disclosure of Proprietary Information by any person, court, agency or administrative body, or otherwise has a reasonable belief that it is obligated to disclose the Proprietary Information to any such person or authority, the City will provide Offeror with prompt written notice so that Offeror may seek a protective order or other appropriate remedy. The Offeror, by submission of materials marked Proprietary Information, acknowledges and agrees that the City will have no obligation to advocate for non-disclosure in any forum or any liability to the Offeror in the event that the City must legally disclose the Proprietary Information.

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3.0 SPECIAL TERMS AND CONDITIONS

3.1 TERM OF AGREEMENT The initial term of the contract shall be one (1) year upon approval by the City Council.

3.2 OPTION TO EXTEND The City may, at its option and with the approval of the Contractor, extend the term of this agreement four (4) additional years in one (1) year increments based on satisfactory Contractor performance. Contractor shall be notified in writing by the City Materials Manager of the City's intention to extend the contract period at least thirty (30) calendar days prior to the expiration of the original contract period. Price adjustments will only be reviewed during contract renewal.

3.3 INCORPORATION BY REFERENCE All responses shall incorporate by reference the Scope/Specifications, terms and conditions, general instructions and conditions and any attachments or exhibits. The Standard Terms and Conditions applicable to this solicitation are posted on the Internet. They are available for review and download at the City's Materials Management Internet home page, www.glendaleaz.com/purchasing. Offerors are advised to review all provisions of the General Instructions and Conditions for this solicitation.

3.4 INSURANCE Contractor shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder and the results of that work by the Contractor, his agents, representatives, employees or subcontractors.

3.4.1 MINIMUM SCOPE AND LIMIT OF INSURANCE

Coverage with limits of liability not less than those stated and with terms and conditions shall be at least as broad as:

3.4.1.1 Commercial General Liability (CGL): Insurance covering CGL on an "occurrence" basis, including products-completed operations, personal & advertising injury, with limits no less than **\$1,000,000** per occurrence, **\$2,000,000** aggregate. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.

3.4.1.2 Automobile Liability: Insurance covering any auto (Code 1), or if Contractor has no owned autos, hired, (Code 8) and non-owned autos (Code 9), with limit no less than **\$1,000,000** per accident for bodily injury and property damage.

3.4.1.3 Workers' Compensation: as required by the State of Arizona, with Statutory Limits, and Employer's Liability Insurance with limit of no less than **\$1,000,000** per accident for bodily injury or disease.



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3.4.1.4 Professional Liability (Errors and Omissions) Insurance appropriates to the Consultant's profession, with limit no less than **\$2,000,000** per occurrence or claim, **\$4,000,000** aggregate. If any of the required policies provide coverage on a claims-made basis:

1. The Retroactive Date must be shown and must be before the date of the contract or the beginning of contract work.
2. Insurance must be maintained and evidence of insurance must be provided *for at least two (2) years after completion of the contract of work.*
3. If coverage is canceled or non-renewed, and not *replaced with another claims-made policy form with a Retroactive Date* prior to the contract effective date, the Consultant must purchase "extended reporting" coverage for a minimum of *two (2) years* after completion of contract work.

If the contractor maintains higher limits than the minimums shown above, the City requires and shall be entitled to coverage for the higher limits maintained by the contractor.

Other Insurance Provisions The insurance policies are to contain, or be endorsed to contain, the following provisions:

Additional Insured Status The City, its officers, officials, employees, and volunteers are to be covered as additional insured's on the CGL and Automobile Liability policy with respect to liability arising out of work or operations performed by or on behalf of the Contractor including materials, parts, or equipment furnished in connection with such work or operations.

Primary Coverage For any claims related to this contract, the Contractor's insurance coverage shall be primary insurance as respects the City, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the City, its officers, officials, employees, or volunteers shall be excess of the Contractor's insurance and shall not contribute with it.

Notice of Cancellation Each insurance policy required above shall provide that coverage shall not be canceled, except with notice to the City.

Waiver of Subrogation Contractor hereby grants to City a waiver of any right to subrogation which any insurer of said Contractor may acquire against the City by virtue of the payment of any loss under such insurance. Contractor agrees to obtain any endorsement that may be necessary to effect this waiver of subrogation, but this provision applies regardless of whether or not the City has received a waiver of subrogation endorsement from the insurer.

Acceptability of Insurers Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A:VII, unless otherwise acceptable to the City.



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Verification of Coverage Contractor shall furnish the City with original certificates and amendatory endorsements or copies of the applicable policy language effecting coverage required by this clause. All certificates and endorsements are to be received by the Contract Administrator and approved by the City before work commences. **DO NOT SEND CERTIFICATES TO RISK MANAGEMENT.** However, failure to obtain the required documents prior to the work beginning shall not waive the Contractor's obligation to provide them. The City reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.

Special Risks or Circumstances City reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

3.5 INDEMNIFICATION CLAUSE:

To the extent allowed by law, Contractor shall defend, indemnify, and hold harmless the City of Glendale, and its departments, boards, commissions, officers, officials, agents, employees and volunteers (hereinafter referred to as "Indemnitee") from and against any and all claims, actions, liabilities, damages, losses, or expenses (including court costs, attorneys' fees, and costs of claim processing, investigation and litigation) (hereinafter referred to as "Claims") for bodily injury or personal injury (including death), or loss or damage to tangible or intangible property caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of Contractor or any of its owners, officers, directors, agents, employees or subcontractors. This indemnity includes any claim or amount arising out of, or recovered under, the Workers' Compensation Law or arising out of the failure of such contractor to conform to any federal, state or local law, statute, ordinance, rule, regulation or court decree. It is the specific intention of the parties that the Indemnitee shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of the Indemnitee, be indemnified by Contractor from and against any and all claims. It is agreed that Contractor will be responsible for primary loss investigation, defense and judgment costs where this indemnification is applicable. In consideration of the award of this contract, the Contractor agrees to waive all rights of subrogation against the City of Glendale, its officers, officials, agents, employees and volunteers for losses arising from the work performed by the Contractor for the City of Glendale.

- 3.6 CONFLICT OF INTEREST** Contractor shall disclose the following: 1) the name(s) and position(s) of each Contractor's employee or subcontractor that participated in the preparation of the submittal or who will be involved, directly or indirectly, with performing the contract, if awarded; 2) the name(s) of any City of Glendale employee who is a relative of persons identified pursuant to No. 1; 3) the name(s) and position(s) of Contractor's personnel that have a financial or proprietary

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interest in the contract; 4) the name(s) of any City of Glendale employee who is a relative of persons identified pursuant to No. 3.

Providing such disclosure will not necessarily disqualify a Contractor. Failure to disclose the requested information or any potential conflict of interest pursuant to A.R.S. § 38-501 et seq. may result in rejection of the proposal or bid or any contract being void or terminated.

For purposes of this provision, the following definitions apply:

“Employee” means all persons who are employed on a full-time, part-time or contract basis by the City of Glendale.

“Relative” means the spouse, child, child’s child, parent, grandparent, brother or sister of the whole or half blood and their spouses and the parent, brother, sister or child of a spouse.

3.7 ESTIMATED QUANTITIES The Quantities listed are the City’s best estimate and do not obligate the City to order or accept more than City’s actual requirements during the period of this agreement as determined by actual needs and availability of appropriated funds. It is expressly understood and agreed that the resulting contract is to supply the City with its complete actual requirements for the contract period, except that the estimated quantity shown for each proposal item shall not be exceeded by 100% without the express written approval of the Materials Manager. Any demand or order made by any employee or officer of the City, other than the Materials Manager, for quantities in the excess of the estimated quantities shall be void if the written approval of the Materials Manager was not received prior to the Contractor's performance.

3.8 COOPERATIVE USE OF CONTRACT This agreement may be extended for use by other governmental agencies and political subdivisions of the State, including all members of SAVE (Strategic Alliance for Volume Expenditures). Any such usage by other entities must be in accord with the ordinances, charter, rules and regulations of the respective entity and the approval of the Contractor and City. For a list of SAVE members, click on the following link: <http://www.maricopa.gov/Materials/save.aspx>.

3.9 PUBLIC RECORD Contractor acknowledges that the City is a public agency and must comply with all Public Records laws. All proposals submitted in response to the Solicitation shall become the property of the City and, subsequent to award recommendation, become a matter of public record available for review pursuant to Arizona Public Records Law.

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If a Contractor believes that a specific section of its Proposal response is confidential, that should be withheld from the public record, Contractor shall isolate the pages and mark each page confidential in a specific and clearly labeled section of its Proposal response. The Contractor shall include a written statement as to the basis for considering the marked pages confidential including the specific harm or prejudice if disclosed. The City Materials Management Division will review the material and make a determination as to the confidentiality of any of the information and/or material contained within the Submittal. In the event of a public records request for documents Contractor deems confidential, the City will notify Contractor of the request and if Contractor claims such documents are confidential, it shall be the Contractor's sole responsibility, including sole cost, to take appropriate action, including legal action, to protect such documents. Price is not confidential and will not be withheld.

3.10 PERMITS AND LICENSES The Contractor and Subcontractors shall be responsible for determining and securing, at his/her expense, any and all licenses and permits that are required by any statute, ordinance, rule or regulation of any regulatory body having jurisdiction in any manner connected with providing operations and maintenance of the facility. Such fees shall be included in and are part of the total proposal cost. During the term of the contract, the Contractor shall notify the City in writing, within two (2) working days, of any suspension, revocation or renewal.

3.11 CERTIFICATION By signature on the Offer page, solicitation Amendment(s), or cover letter accompanying the submittal documents, Contractor certifies:

The submission of the offer did not involve collusion or other anti-competitive practices. The Contractor shall not discriminate against any employee or applicant for employment in violation of Federal or State law. The Contractor has not given, offered to give, nor intends to give at any time hereafter, any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, meal or service to a public servant in connection with the submitted offer. The Contractor hereby certifies that the individual signing the submittal is an authorized agent for the Contractor and has the authority to bind the Contractor to the Contract.

3.12 KEY PERSONNEL Contractor shall assign specific individuals to the key positions in support of the Contract. Once assigned to work under the Contract, key personnel shall not be removed or replaced without the prior written approval of the City. Upon the replacement of any key personnel, Contractor shall submit the name(s) and qualifications of any new key personnel to the City Contract Administrator or Designee. With the concurrence of the Contract Administrator or Designee, the City shall amend the Contract to reflect the name(s) of any replacement key personnel.

 <p>GLENDALÉ</p>	<p style="text-align: center;">Solicitation Number: RFP 15-07</p> <p style="text-align: center;">PSYCHOLOGICAL SERVICES FOR THE POLICE DEPARTMENT</p>	<p>CITY OF GLENDALE Materials Management 5850 West Glendale Avenue, Suite 317 Glendale, Arizona 85301</p>
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Upon any unplanned departure of key personnel, Contractor shall immediately notify the Contract Administrator or Designee.

For this purpose, a primary and secondary emergency contact name and phone number are required from the Contractor. It is critical to the City that the contractor's emergency contact information remains current. The Materials Management staff member, identified on page 1, is to be contacted by E-mail with any change to a contact name or phone number.

All products or services provided to meet an emergency phone request are to be supplied as per the contract prices, terms and conditions. The Contractor may provide the fee (pricing) for an after-hours emergency opening of the business separate from the Price Sheet. In general, the order will be placed using a City Procurement Card. The billing is to include the emergency opening fee, if applicable.

- 3.13 PRICE** All prices quoted shall be firm and fixed for the specified contract period.
- 3.14 ADDITIONS OF PRODUCTS OR SERVICES** The City reserves the right to add additional products or services to this contract when deemed necessary by the City. If this occurs, the Contractor will be requested to submit a negotiable quotation for the additions. Upon approval and authorization by the Materials Manager such additions will be added to and become a part of the contract through properly executed forms.
- 3.15 NON-DISCRIMINATION** By submitting this Offer, Contractor agrees not to discriminate against any employee or applicant for employment on the basis of race, color, religion, sex, national origin, age, marital status, sexual orientation, gender identity or expression, genetic characteristics, familial status, U.S. military veteran status or any disability. Contractor will require any Sub-contractor to be bound to the same requirements as stated within this section. Contractor, and on behalf of any subcontractors, warrants compliance with this section.

	Solicitation Number: RFP 15-07 PSYCHOLOGICAL SERVICES FOR THE POLICE DEPARTMENT	CITY OF GLENDALE Materials Management 5850 West Glendale Avenue, Suite 317 Glendale, Arizona 85301
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4.0 OFFER SHEET

4.1 OFFER Offeror certifies that they have read, understand, and will fully and faithfully comply with this solicitation, its attachments and any referenced documents. Offeror also certifies that the prices offered were independently developed without consultation with any of the other Offerors or potential Offerors.

_____	_____
Authorized Signature	Company's Legal Name
_____	_____
Printed Name Address	
_____	_____
Title	City, State & Zip Code
_____	_____
Telephone Number	FAX Number
_____	_____
Authorized Signature Email Address	Date

For questions regarding this offer: (If different from above)

_____	_____	_____
Contact Name	Phone Number	Fax Number

Email Address		

FEDERAL TAXPAYER ID NUMBER: _____

Arizona Sales Tax No. _____ Tax Rate _____

Offeror certifies it is a: Proprietorship Partnership Corporation

Minority or woman owned business: Yes No

	Solicitation Number: RFP 15-07 PSYCHOLOGICAL SERVICES FOR THE POLICE DEPARTMENT	CITY OF GLENDALE Materials Management 5850 West Glendale Avenue, Suite 317 Glendale, Arizona 85301
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5.0 PRICE SHEET

5.1 PRICE

Critical Incident activities *Refer to paragraph 1.3.5:*

The cost per critical incident activity during normal business hours is \$ _____ per hour

The cost per critical incident during after hours is \$ _____ per hour

Individual Counseling sessions *Refer to paragraph 1.3.6:*

The cost per counseling session is \$ _____ per hour

Training and Training Consultants *Refer to paragraph 1.3.7:*

The cost per training/training consultations is \$ _____ per hour

Consultation/Participation in Department Activities *Refer to paragraph 1.3.8*

The cost per consultation or activity is \$ _____ per hour

OFFEROR NAME: _____

5.2 PAYMENT The Contractor shall provide monthly statements of itemized services. Payment will be reviewed and approved by the Contract Administrator or designee. The itemized statement shall not exceed the proposal fee in Section 5.1.

5.3 TAX AMOUNT Do not include any use tax or federal tax in your proposal. The City is exempt from the payment of federal excise tax and will add use tax as applicable.

ATTACHMENT A – SAMPLE SERVICES AGREEMENT

C-

AGREEMENT FOR

-----TITLE-----

This Agreement for [redacted] ("Agreement") is effective and entered into between CITY OF GLENDALE, an Arizona municipal corporation ("City"), and [redacted] an Arizona corporation, authorized to do business in Arizona, (the "Contractor"), as of the ____ day of _____, 2015.

RECITALS

- A. City intends to undertake a project for the benefit of the public and with public funds that is more fully set forth in **Exhibit A**, pursuant to Solicitation No. [redacted] with [redacted] (the "Project");
- B. City desires to retain the services of Contractor to perform those specific duties and produce the specific work as set forth in the Project attached hereto;
- C. City and Contractor desire to memorialize their agreement with this document.

AGREEMENT

In consideration of the Recitals, which are confirmed as true and correct and incorporated by this reference, the mutual promises and covenants contained in this Agreement, and other good and valuable consideration, City and Contractor agree as follows:

1. Key Personnel; Sub-contractors.

1.1 Services. Contractor will provide all services necessary to assure the Project is completed timely and efficiently consistent with Project requirements, including, but not limited to, working in close interaction and interfacing with City and its designated employees, and working closely with others, including other contractors or consultants, retained by City.

1.2 Project Team.

a. Project Manager.

Contractor will designate an employee as Project Manager with sufficient training, knowledge, and experience to, in the City's option, complete the Project and handle all aspects of the Project such that the work produced by Contractor is consistent with applicable standards as detailed in this Agreement;

(2) The City must approve the designated Project Manager; and

(3) To assure the Project schedule is met, Project Manager may be required to devote no less than a specific amount of time as set out in Exhibit A.

b. Project Team.

(1) The Project manager and all other employees assigned to the project by Contractor will comprise the "Project Team."

(2) Project Manager will have responsibility for and will supervise all other employees assigned to the project by Contractor.

c. Discharge, Reassign, Replacement.

(1) Contractor acknowledges the Project Team is comprised of the same persons and roles for each as may have been identified in the response to the Project's solicitation.

ATTACHMENT A – SAMPLE SERVICES AGREEMENT

- (2) Contractor will not discharge, reassign or replace or diminish the responsibilities of any of the employees assigned to the Project who have been approved by City without City's prior written consent unless that person leaves the employment of Contractor, in which event the substitute must first be approved in writing by City.
- (3) Contractor will change any of the members of the Project Team at the City's request if an employee's performance does not equal or exceed the level of competence that the City may reasonably expect of a person performing those duties or if the acts or omissions of that person are detrimental to the development of the Project.

d. Sub-contractors.

- (1) Contractor may engage specific technical contractor (each a "Sub-contractor") to furnish certain service functions.
- (2) Contractor will remain fully responsible for Sub-contractor's services.
- (3) Sub-contractors must be approved by the City, unless the Sub-contractor was previously mentioned in the response to the solicitation.
- (4) Contractor shall certify by letter that contracts with Sub-contractors have been executed incorporating requirements and standards as set forth in this Agreement.

2. **Schedule.** The services will be undertaken in a manner that ensures the Project is completed timely and efficiently in accordance with the Project.

3. **Contractor's Work.**

3.1 Standard. Contractor must perform services in accordance with the standards of due diligence, care, and quality prevailing among contractors having substantial experience with the successful furnishing of services for projects that are equivalent in size, scope, quality, and other criteria under the Project and identified in this Agreement.

3.2 Licensing. Contractor warrants that:

- a. Contractor and Sub-contractors will hold all appropriate and required licenses, registrations and other approvals necessary for the lawful furnishing of services ("Approvals"); and
- b. Neither Contractor nor any Sub-contractor has been debarred or otherwise legally excluded from contracting with any federal, state, or local governmental entity ("Debarment").

(1) City is under no obligation to ascertain or confirm the existence or issuance of any Approvals or Debarments or to examine Contractor's contracting ability.

(2) Contractor must notify City immediately if any Approvals or Debarment changes during the Agreement's duration and the failure of the Contractor to notify City as required will constitute a material default under the Agreement.

3.3 Compliance. Services will be furnished in compliance with applicable federal, state, county and local statutes, rules, regulations, ordinances, building codes, life safety codes, and other standards and criteria designated by City.

3.4 Coordination; Interaction.

- a. For projects that the City believes requires the coordination of various professional services, Contractor will work in close consultation with City to proactively interact with any other professionals retained by City on the Project ("Coordinating Project Professionals").
- b. Subject to any limitations expressly stated in the Project Budget, Contractor will meet to review the Project, Schedule, Project Budget, and in-progress work with Coordinating

ATTACHMENT A – SAMPLE SERVICES AGREEMENT

Project Professionals and City as often and for durations as City reasonably considers necessary in order to ensure the timely work delivery and Project completion.

- c. For projects not involving Coordinating Project Professionals, Contractor will proactively interact with any other contractors when directed by City to obtain or disseminate timely information for the proper execution of the Project.

3.5 Work Product.

- a. Ownership. Upon receipt of payment for services furnished, Contractor grants to City, and will cause its Sub-contractors to grant to the City, the exclusive ownership of and all copyrights, if any, to evaluations, reports, drawings, specifications, project manuals, surveys, estimates, reviews, minutes, all "architectural work" as defined in the United States Copyright Act, 17 U.S.C § 101, *et seq.*, and other intellectual work product as may be applicable ("Work Product").

- (1) This grant is effective whether the Work Product is on paper (e.g., a "hard copy"), in electronic format, or in some other form.
- (2) Contractor warrants, and agrees to indemnify, hold harmless and defend City for, from and against any claim that any Work Product infringes on third-party proprietary interests.

- b. Delivery. Contractor will deliver to City copies of the preliminary and completed Work Product promptly as they are prepared.

- c. City Use.

- (1) City may reuse the Work Product at its sole discretion.
- (2) In the event the Work Product is used for another project without further consultations with Contractor, the City agrees to indemnify and hold Contractor harmless from any claim arising out of the Work Product.
- (3) In such case, City shall also remove any seal and title block from the Work Product.

4. **Compensation for the Project.**

- 4.1 Compensation. Contractor's compensation for the Project, including those furnished by its Sub-contractors will not exceed [REDACTED], as specifically detailed in **Exhibit B** (the "Compensation").

- 4.2 Change in Scope of Project. The Compensation may be equitably adjusted if the originally contemplated scope of services as outlined in the Project is significantly modified.

- a. Adjustments to the Compensation require a written amendment to this Agreement and may require City Council approval.
- b. Additional services which are outside the scope of the Project contained in this Agreement may not be performed by the Contractor without prior written authorization from the City.

5. **Billings and Payment.**

5.1 Applications.

- a. Contractor will submit monthly invoices (each, a "Payment Application") to City's Project Manager and City will remit payments based upon the Payment Application as stated below.
- b. The period covered by each Payment Application will be one calendar month ending on the last day of the month or as specified in the solicitation.

ATTACHMENT A – SAMPLE SERVICES AGREEMENT

5.2 Payment.

- a. After a full and complete Payment Application is received, City will process and remit payment within 30 days.
- b. Payment may be subject to or conditioned upon City's receipt of:
 - (1) Completed work generated by Contractor and its Sub-contractors; and
 - (2) Unconditional waivers and releases on final payment from Sub-contractors as City may reasonably request to assure the Project will be free of claims arising from required performances under this Agreement.

5.3 Review and Withholding. City's Project Manager will timely review and certify Payment Applications.

- a. If the Payment Application is rejected, the Project Manager will issue a written listing of the items not approved for payment.
- b. City may withhold an amount sufficient to pay expenses that City reasonably expects to incur in correcting the deficiency or deficiencies rejected for payment.

6. **Termination.**

6.1 For Convenience. City may terminate this Agreement for convenience, without cause, by delivering a written termination notice stating the effective termination date, which may not be less than 30 days following the date of delivery.

- a. Contractor will be equitably compensated for Service and Repair furnished prior to receipt of the termination notice and for reasonable costs incurred.
- b. Contractor will also be equitably compensated for any approved effort expended and approved costs incurred that are directly associated with project closeout and delivery of the required items to the City.

6.2 For Cause. City may terminate this Agreement for cause if Contractor fails to cure any breach of this Agreement within seven days after receipt of written notice specifying the breach.

- a. Contractor will not be entitled to further payment until after City has determined its damages. If City's damages resulting from the breach, as determined by City, are less than the equitable amount due but not paid Contractor for Service and Repair furnished, City will pay the amount due to Contractor, less City's damages, in accordance with the provision of § 38-511.
- b. If City's direct damages exceed amounts otherwise due to Contractor, Contractor must pay the difference to City immediately upon demand; however, Contractor will not be subject to consequential damages of more than \$1,000,000 or the amount of this Agreement, whichever is greater.

7. **Conflict.** Contractor acknowledges this Agreement is subject to A.R.S. § 38-511, which allows for cancellation of this Agreement in the event any person who is significantly involved in initiating, negotiating, securing, drafting, or creating the Agreement on City's behalf is also an employee, agent, or consultant of any other party to this Agreement.

8. **Insurance.**

8.1 Requirements. Contractor must obtain and maintain the following insurance ("Required Insurance"):

- a. Contractor and Sub-contractors. Contractor, and each Sub-contractor performing work or providing materials related to this Agreement must procure and maintain the insurance coverages described below (collectively referred to herein as the "Contractor's Policies"), until each Party's obligations under this Agreement are completed.

ATTACHMENT A – SAMPLE SERVICES AGREEMENT

- b. General Liability.
- (1) Contractor must at all times relevant hereto carry a commercial general liability policy with a combined single limit of at least [REDACTED] per occurrence and [REDACTED] annual aggregate for each property damage and contractual property damage.
 - (2) Sub-contractors must at all times relevant hereto carry a general commercial liability policy with a combined single limit of at least \$[REDACTED] per occurrence.
 - (3) This commercial general liability insurance must include independent contractors' liability, contractual liability, broad form property coverage, XCU hazards if requested by the City, and a separation of insurance provision.
 - (4) These limits may be met through a combination of primary and excess liability coverage.
- c. Auto. A business auto policy providing a liability limit of at least \$[REDACTED] per accident for Contractor and [REDACTED] per accident for Sub-contractors and covering owned, non-owned and hired automobiles.
- d. Workers' Compensation and Employer's Liability. Contractor and sub-contractor must, at all times relevant hereto, carry a workers' compensation and employer's liability policy providing at least the minimum benefits required by Arizona law.
- e. Notice of Changes. Contractor's Policies must provide for not less than 30 days' advance written notice to City Representative of:
- (1) Cancellation or termination of Contractor or Sub-contractor's Policies;
 - (2) Reduction of the coverage limits of any of Contractor or and Sub-contractor's Policies; and
 - (3) Any other material modification of Contractor or Sub-contractor's Policies related to this Agreement.
- f. Certificates of Insurance.
- (1) Within 10 business days after the execution of the Agreement, Contractor must deliver to City Representative certificates of insurance for each of Contractor and Sub-contractor's Policies, which will confirm the existence or issuance of Contractor and Sub-contractor's Policies in accordance with the provisions of this section, and copies of the endorsements of Contractor and Sub-contractor's Policies in accordance with the provisions of this section.
 - (2) City is and will be under no obligation either to ascertain or confirm the existence or issuance of Contractor and Sub-contractor's Policies, or to examine Contractor and Sub-contractor's Policies, or to inform Contractor or Sub-contractor in the event that any coverage does not comply with the requirements of this section.
 - (3) Contractor's failure to secure and maintain Contractor Policies and to assure Sub-contractor policies as required will constitute a material default under the Agreement.
- g. Other Contractors or Vendors.
- (1) Other contractors or vendors that may be contracted with in connection with the Project must procure and maintain insurance coverage as is appropriate to their particular contract.
 - (2) This insurance coverage must comply with the requirements set forth above for Contractor's Policies (e.g., the requirements pertaining to endorsements to name the parties as additional insured parties and certificates of insurance).

ATTACHMENT A – SAMPLE SERVICES AGREEMENT

- h. Policies. Except with respect to workers' compensation and employer's liability coverages, City must be named and properly endorsed as additional insureds on all liability policies required by this section.
 - (1) The coverage extended to additional insureds must be primary and must not contribute with any insurance or self insurance policies or programs maintained by the additional insureds.
 - (2) All insurance policies obtained pursuant to this section must be with companies legally authorized to do business in the State of Arizona and reasonably acceptable to all parties.

8.2 Sub-contractors.

- a. Contractor must also cause its Sub-contractors to obtain and maintain the Required Insurance.
- b. City may consider waiving these insurance requirements for a specific Sub-contractor if City is satisfied the amounts required are not commercially available to the Sub-contractor and the insurance the Sub-contractor does have is appropriate for the Sub-contractor's work under this Agreement.
- c. Contractor and Sub-contractors must provide to the City proof of the Required Insurance whenever requested.

8.3 Indemnification.

- a. To the fullest extent permitted by law, Contractor must defend, indemnify, and hold harmless City and its elected officials, officers, employees and agents (each, an "Indemnified Party," collectively, the "Indemnified Parties"), for, from, and against any and all claims, demands, actions, damages, judgments, settlements, personal injury (including sickness, disease, death, and bodily harm), property damage (including loss of use), infringement, governmental action and all other losses and expenses, including attorneys' fees and litigation expenses (each, a "Demand or Expense"; collectively, "Demands or Expenses") asserted by a third party (i.e. a person or entity other than City or Contractor) and that arises out of or results from the breach of this Agreement by the Contractor or the Contractor's negligent actions, errors or omissions (including any Sub-contractor or other person or firm employed by Contractor), whether sustained before or after completion of the Project.
- b. This indemnity and hold harmless provision applies even if a Demand or Expense is in part due to the Indemnified Party's negligence or breach of a responsibility under this Agreement, but in that event, Contractor shall be liable only to the extent the Demand or Expense results from the negligence or breach of a responsibility of Contractor or of any person or entity for whom Contractor is responsible.
- c. Contractor is not required to indemnify any Indemnified Parties for, from, or against any Demand or Expense resulting from the Indemnified Party's sole negligence or other fault solely attributable to the Indemnified Party.

9. Immigration Law Compliance.

- 9.1 Contractor, and on behalf of any subcontractor, warrants, to the extent applicable under A.R.S. § 41-4401, compliance with all federal immigration laws and regulations that relate to their employees as well as compliance with A.R.S. § 23-214(A) which requires registration and participation with the E-Verify Program.
- 9.2 Any breach of warranty under subsection 9.1 above is considered a material breach of this Agreement and is subject to penalties up to and including termination of this Agreement.

ATTACHMENT A – SAMPLE SERVICES AGREEMENT

- 9.3 City retains the legal right to inspect the papers of any Contractor or subcontractor employee who performs work under this Agreement to ensure that the Contractor or any subcontractor is compliant with the warranty under subsection 9.1 above.
- 9.4 City may conduct random inspections, and upon request of City, Contractor shall provide copies of papers and records of Contractor demonstrating continued compliance with the warranty under subsection 9.1 above. Contractor agrees to keep papers and records available for inspection by the City during normal business hours and will cooperate with City in exercise of its statutory duties and not deny access to its business premises or applicable papers or records for the purposes of enforcement of this section.
- 9.5 Contractor agrees to incorporate into any subcontracts under this Agreement the same obligations imposed upon Contractor and expressly accrue those obligations directly to the benefit of the City. Contractor also agrees to require any subcontractor to incorporate into each of its own subcontracts under this Agreement the same obligations above and expressly accrue those obligations to the benefit of the City.
- 9.6 Contractor's warranty and obligations under this section to the City is continuing throughout the term of this Agreement or until such time as the City determines, in its sole discretion, that Arizona law has been modified in that compliance with this section is no longer a requirement.
- 9.7 The "E-Verify Program" above means the employment verification program administered by the United States Department of Homeland Security, the Social Security Administration, or any successor program.

10. Notices.

- 10.1 A notice, request or other communication that is required or permitted under this Agreement (each a "Notice") will be effective only if:
- a. The Notice is in writing; and
 - b. Delivered in person or by overnight courier service (delivery charges prepaid), certified or registered mail (return receipt requested), and
 - c. Notice will be deemed to have been delivered to the person to whom it is addressed as of the date of receipt, if:
 - (1) Received on a business day, or before 5:00 p.m., at the address for Notices identified for the Party in this Agreement by U.S. Mail, hand delivery, or overnight courier service on or before 5:00 p.m.; or
 - (2) As of the next business day after receipt, if received after 5:00 p.m.
 - d. The burden of proof of the place and time of delivery is upon the Party giving the Notice; and
- Digitalized signatures and copies of signatures will have the same effect as original signatures.

ATTACHMENT A – SAMPLE SERVICES AGREEMENT

10.2 Representatives.

- a. Contractor. Contractor's representative (the "Contractor's Representative") authorized to act on Contractor's behalf with respect to the Project, and his or her address for Notice delivery is:

E
 c/o
 Phoenix, AZ

- b. City. City's representative ("City's Representative") authorized to act on City's behalf, and his or her address for Notice delivery is:

City of Glendale
 c/o
 City of Glendale
 6210 W. Myrtle Avenue, Suite #111
 Glendale, Arizona 85301
 623-930

With required copy to:

City Manager
 City of Glendale
 5850 West Glendale Avenue
 Glendale, Arizona 85301

City Attorney
 City of Glendale
 5850 West Glendale Avenue
 Glendale, Arizona 85301

- c. Concurrent Notices.

- (1) All notices to City's representative must be given concurrently to City Manager and City Attorney.
- (2) A notice will not be deemed to have been received by City's representative until the time that it has also been received by City Manager and City Attorney.

City may appoint one or more designees for the purpose of receiving notice by delivery of a written notice to Contractor identifying the designee(s) and their respective addresses for notices.

- d. Changes. Contractor or City may change its representative or information on Notice, by giving Notice of the change in accordance with this section at least ten days prior to the change.

11. Financing Assignment. City may assign this Agreement to any City-affiliated entity, including a non-profit corporation or other entity whose primary purpose is to own or manage the Project.

12. Entire Agreement; Survival; Counterparts; Signatures.

12.1 Integration. This Agreement contains, except as stated below, the entire agreement between City and Contractor and supersedes all prior conversations and negotiations between the parties regarding the Project or this Agreement.

- a. Neither Party has made any representations, warranties or agreements as to any matters concerning the Agreement's subject matter.
- b. Representations, statements, conditions, or warranties not contained in this Agreement will not be binding on the parties.
- c. The solicitation, any addendums and the response submitted by the Contractor are incorporated into this Agreement as if attached hereto. Any Contractor response modifies

ATTACHMENT A – SAMPLE SERVICES AGREEMENT

the original solicitation as stated. Inconsistencies between the solicitation, any addendums and the response or any excerpts attached as Exhibit A and this Agreement will be resolved by the terms and conditions stated in this Agreement.

12.2 Interpretation.

- a. The parties fairly negotiated the Agreement's provisions to the extent they believed necessary and with the legal representation they deemed appropriate.
- b. The parties are of equal bargaining position and this Agreement must be construed equally between the parties without consideration of which of the parties may have drafted this Agreement.
- c. The Agreement will be interpreted in accordance with the laws of the State of Arizona.

12.3 Survival. Except as specifically provided otherwise in this Agreement, each warranty, representation, indemnification and hold harmless provision, insurance requirement, and every other right, remedy and responsibility of a Party, will survive completion of the Project, or the earlier termination of this Agreement.

12.4 Amendment. No amendment to this Agreement will be binding unless in writing and executed by the parties. Any amendment may be subject to City Council approval. Electronic signature blocks do not constitute execution.

12.5 Remedies. All rights and remedies provided in this Agreement are cumulative and the exercise of any one or more right or remedy will not affect any other rights or remedies under this Agreement or applicable law.

12.6 Severability. If any provision of this Agreement is voided or found unenforceable, that determination will not affect the validity of the other provisions, and the voided or unenforceable provision will be deemed reformed to conform to applicable law.

12.7 Counterparts. This Agreement may be executed in counterparts, and all counterparts will together comprise one instrument.

13. Term. The term of this Agreement commences upon the effective date and continues for a one-year initial period. The City may, at its option with the approval of the Contractor, extend the term of this Agreement an additional four years, renewable on an annual basis. Contractor will be notified in writing by the City of its intent to extend the Agreement period at least 30 calendar days prior to the expiration of the original or any renewal Agreement period. Price adjustments will only be reviewed during the Agreement renewal period. There are no automatic renewals of this Agreement.

14. Dispute Resolution. Each claim, controversy and dispute (each a "Dispute") between Contractor and City will be resolved in accordance with Exhibit C. The final determination will be made by the City.

15. Exhibits. The following exhibits, with reference to the term in which they are first referenced, are incorporated by this reference.

Exhibit A Project

Exhibit B Compensation

Exhibit C Dispute Resolution

ATTACHMENT A – SAMPLE SERVICES AGREEMENT

The parties enter into this Agreement as of the effective date shown above.

City of Glendale,
an Arizona municipal corporation

By: Dick Bowers
Its: Acting City Manager

ATTEST:

City Clerk (SEAL)

APPROVED AS TO FORM:

Michael D. Bailey
City Attorney

SAMPLE

By: _____
Its: _____

ATTACHMENT A – SAMPLE SERVICES AGREEMENT

EXHIBIT A

-----TITLE-----

PROJECT

SAMPLE

ATTACHMENT A – SAMPLE SERVICES AGREEMENT

EXHIBIT B

-----TITLE-----

COMPENSATION

METHOD AND AMOUNT OF COMPENSATION

Method of payment is provided in _____ of the Agreement

NOT-TO-EXCEED AMOUNT

The total amount of compensation paid to Contractor for full completion of all work required by the Project during the entire term of the Project must not exceed \$ _____

DETAILED PROJECT COMPENSATION

SAMPLE

ATTACHMENT A – SAMPLE SERVICES AGREEMENT

EXHIBIT C

-----TITLE-----

DISPUTE RESOLUTION

1. Disputes.

- 1.1 Commitment. The parties commit to resolving all disputes promptly, equitably, and in a good-faith, cost-effective manner.
- 1.2 Application. The provisions of this Exhibit will be used by the parties to resolve all controversies, claims, or disputes ("Dispute") arising out of or related to this Agreement-including Disputes regarding any alleged breaches of this Agreement.
- 1.3 Initiation. A party may initiate a Dispute by delivery of written notice of the Dispute, including the specifics of the Dispute, to the Representative of the other party as required in this Agreement.
- 1.4 Informal Resolution. When a Dispute notice is given, the parties will designate a member of their senior management who will be authorized to expeditiously resolve the Dispute.
- a. The parties will provide each other with reasonable access during normal business hours to any and all non-privileged records, information and data pertaining to any Dispute in order to assist in resolving the Dispute as expeditiously and cost-effectively as possible;
 - b. The parties' senior managers will meet within 10 business days to discuss and attempt to resolve the Dispute promptly, equitably, and in a good faith manner, and
 - c. The Senior Managers will agree to subsequent meetings if both parties agree that further meetings are necessary to reach a resolution of the Dispute.

2. Arbitration.

- 2.1 Rules. If the parties are unable to resolve the Dispute by negotiation within 30 days from the Dispute notice, and unless otherwise informal discussions are extended by the mutual agreement, the parties may agree, in writing, that the Dispute will be decided by binding arbitration in accordance with Commercial Rules of the AAA, as amended herein. Although the arbitration will be conducted in accordance with AAA Rules, it will not be administered by the AAA, but will be heard independently.
- a. The parties will exercise best efforts to select an arbitrator within 5 business days after agreement for arbitration. If the parties have not agreed upon an arbitrator within this period, the parties will submit the selection of the arbitrator to one of the principals of the mediation firm of Scott & Skelly, LLC, who will then select the arbitrator. The parties will equally share the fees and costs incurred in the selection of the arbitrator.
- The arbitrator selected must be an attorney with at least 10 years experience, be independent, impartial, and not have engaged in any business for or adverse to either Party for at least 10 years.
- 2.2 Discovery. The extent and the time set for discovery will be as determined by the arbitrator. Each Party must, however, within ten (10) days of selection of an arbitrator deliver to the other Party copies of all documents in the delivering party's possession that are relevant to the dispute.
- 2.3 Hearing. The arbitration hearing will be held within 90 days of the appointment of the arbitrator. The arbitration hearing, all proceedings, and all discovery will be conducted in Glendale, Arizona unless otherwise agreed by the parties or required as a result of witness location. Telephonic hearings and other reasonable arrangements may be used to minimize costs.

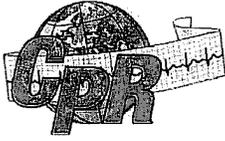
ATTACHMENT A – SAMPLE SERVICES AGREEMENT

- 2.4 **Award.** At the arbitration hearing, each Party will submit its position to the arbitrator, evidence to support that position, and the exact award sought in this matter with specificity. The arbitrator must select the award sought by one of the parties as the final judgment and may not independently alter or modify the awards sought by the parties, fashion any remedy, or make any equitable order. The arbitrator has no authority to consider or award punitive damages.
- 2.5 **Final Decision.** The Arbitrator's decision should be rendered within 15 days after the arbitration hearing is concluded. This decision will be final and binding on the Parties.
- 2.6 **Costs.** The prevailing party may enter the arbitration in any court having jurisdiction in order to convert it to a judgment. The non-prevailing party shall pay all of the prevailing party's arbitration costs and expenses, including reasonable attorney's fees and costs.
3. **Services to Continue Pending Dispute.** Unless otherwise agreed to in writing, Contractor must continue to perform and maintain progress of required services during any Dispute resolution or arbitration proceedings, and City will continue to make payment to Contractor in accordance with this Agreement.
4. **Exceptions.**
- 4.1 **Third Party Claims.** City and Contractor are not required to arbitrate any third-party claim, cross-claim, counter claim, or other claim or defense of a third-party who is not obligated by contract to arbitrate disputes with City and Contractor.
- 4.2 **Liens.** City or Contractor may commence and prosecute a civil action to contest a lien or stop notice, or enforce any lien or stop notice, but only to the extent the lien or stop notice the Party seeks to enforce is enforceable under Arizona Law, including, without limitation, an action under A.R.S. § 33-420, without the necessity of initiating or exhausting the procedures of this Exhibit.
- 4.3 **Governmental Actions.** This Exhibit does not apply to, and must not be construed to require arbitration of, any claims, actions or other process filed or issued by City of Glendale Building Safety Department or any other agency of City acting in its governmental permitting or other regulatory capacity.

EXHIBIT B

Crisis Preparation and Recovery, Inc.'s Response to RFP 15-07

[see attached]



Crisis Preparation and Recovery
"Helping People and Organizations Survive"

**CITY OF GLENDALE
REQUEST FOR PROPOSAL**

**SOLICITATION NUMBER: RFP 15-07
DEPARTMENT: PSYCHOLOGICAL SERVICES FOR THE
POLICE DEPARTMENT**

SUBMITTAL DATE: MAY 14, 2015 2:00PM LOCAL TIME

2120 S. McClintock Dr. • Suite 105 • Tempe, AZ 85282
3260 N. Hayden Rd • Suite 112 • Scottsdale, AZ 85251
1641 E. Osborn Rd • Suite 7 • Phoenix, AZ 85016
phone 480/804-0326 • fax 480/804-0083

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Solicitation Number: RFP 15-07

PSYCHOLOGICAL SERVICES FOR THE POLICE DEPARTMENT

CITY OF GLENDALE
Materials Management
5850 West Glendale
Avenue, Suite 317
Glendale, Arizona 85301

4.0 OFFER SHEET

4.1 OFFER Offeror certifies that they have read, understand, and will fully and faithfully comply with this solicitation, its attachments and any referenced documents. Offeror also certifies that the prices offered were independently developed without consultation with any of the other Offerors or potential Offerors.

Authorized Signature: Tom McSherry
Company's Legal Name: Crisis Preparation and Recovery, Inc.
2120 S McClintock Drive
Tempe, Arizona 85282
Title: President/CEO
City, State & Zip Code:
Telephone Number: (480) 804-0326
FAX Number: (480) 804-0083
Authorized Signature Email Address: tmsherry@crisisprepandrecovery.com
Date: May 14, 2015

For questions regarding this offer: (If different from above)

Contact Name Phone Number Fax Number
Email Address

FEDERAL TAXPAYER ID NUMBER: [REDACTED]

Arizona Sales Tax No. Tax Rate

Offeror certifies it is a: Proprietorship Partnership Corporation

Minority or woman owned business: Yes No X



Solicitation Number: RFP 15-07
**PSYCHOLOGICAL SERVICES FOR THE POLICE
 DEPARTMENT**

CITY OF GLENDALE
 Materials Management
 5850 West Glendale
 Avenue, Suite 317
 Glendale, Arizona 85301

5.0 PRICE SHEET

5.1 PRICE

Critical Incident activities Refer to paragraph 1.3.5:

The cost per critical incident activity during normal business hours is \$ 150.00 per hour

The cost per critical incident during after hours is \$ 175.00 per hour

Individual Counseling sessions Refer to paragraph 1.3.6:

The cost per counseling session is \$ 120.00 per hour

Training and Training Consultants Refer to paragraph 1.3.7:

The cost per training/training consultations is \$ 120.00 per hour

Consultation/Participation in Department Activities Refer to paragraph 1.3.8

The cost per consultation or activity is \$ 120.00 per hour

OFFEROR NAME: CRISIS PREPARATION AND RECOVERY, INC.

5.2 PAYMENT The Contractor shall provide monthly statements of rendered services. Payment will be reviewed and approved by the Contract Administrator or designee. The itemized statement shall not exceed the proposal fee in Section 5.1.

5.3 TAX AMOUNT Do not include any use tax or federal tax in your proposal. The City is exempt from the payment of federal excise tax and will add use tax as applicable.

ADDENDUM



Arizona State Board
of Psychologist Examiners
1400 West Washington, Suite 240 Phoenix, Arizona 85007
(602) 542-8162 FAX (602) 542-8279
www.psychboard.az.gov

RECEIPT FOR LICENSE RENEWAL

LICENSE NO.	FEES PAID	LATE FEE	RECEIPT NO.	EXPIRES
3116	\$500.00	\$0.00	13890	4/30/2017

Ester Ruiz, Ph.D.
3260 N. Hayden Rd., #112
Scottsdale, AZ 85251

3/31/2015

The State of Arizona
Board of Psychologist Examiners
Certifies
Ester Ruiz, Ph.D.
Is the Holder of
Psychologist License Number 3116

Issued: 12/6/1994 Expires: 4/30/2017

John P. Bassett, Ph.D.
John P. Bassett, Ph.D.
Chair

Issued Here

RECEIPT NO. 13890

Arizona State
Board of Psychologist Examiners
3/31/2015



Arizona State Board
of Psychologist Examiners
1400 West Washington, Suite 240 Phoenix, Arizona 85007
(602) 542-8162 FAX (602) 542-8279
www.psychboard.az.gov

RECEIPT FOR LICENSE RENEWAL

LICENSE NO.	FEE PAID	LATE FEE	RECEIPT NO.	EXPIRES
4002	\$500.00	\$0.00	13637	4/30/2017

Amy Paul, Psy.D.
3260 N. Hayden Rd., #112
Scottsdale, AZ 85251

3/11/2015

The State of Arizona
Board of Psychologist Examiners

Certifies

Amy D. Paul, Psy.D.

is the Holder of

Psychologist License Number 4002

Issued: 11/7/2008 Expires: 4/30/2017

John P. DiBacco
John P. DiBacco, Ph.D.
Chief

fold here

RECEIPT NO. 13637

Arizona State
Board of Psychologist Examiners
3/11/2015

2120 S. McClintock Dr. • Suite 105 • Tempe, AZ 85282
3260 N. Hayden Rd • Suite 112 • Scottsdale, AZ 85251
1641 E. Osborn Rd • Suite 7 • Phoenix, AZ 85016
phone 480/804-0326 • fax 480/804-0083

State of Arizona
Board of Behavioral Health Examiners

Be It Known That

Thomas R Gussie

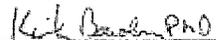
Having exhibited to the Board of Behavioral Health Examiners
satisfactory evidence of having met requirements to practice as
prescribed by law, is hereby licensed as a

Licensed Associate Counselor

The Arizona Board of Behavioral Health Examiners hereby grants this

License Number LAC-14391

Under its seal and signatures,


Board Chair

Issue Date: November 1, 2013
Expiration Date: October 31, 2015

State of Arizona
Board of Behavioral Health Examiners

Be It Known That

Dennette D. Janus

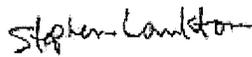
Having exhibited to the Board of Behavioral Health Examiners satisfactory evidence of having met requirements to practice as prescribed by law, is hereby licensed as a

Licensed Professional Counselor

The Arizona Board of Behavioral Health Examiners hereby grants this

License Number LPC-15118

Under its seal and signatures,



Board Chair

Issue Date: April 23, 2014

Expiration Date: August 31, 2015

State of Arizona
Board of Behavioral Health Examiners

Be It Known That

Lisa J. Ohrt

Having exhibited to the Board of Behavioral Health Examiners
satisfactory evidence of having met requirements to practice as
prescribed by law, is hereby licensed as a

Licensed Professional Counselor

The Arizona Board of Behavioral Health Examiners hereby grants this

License Number LPC-11122

Under its seal and signatures,

Kirk Boudin, Ph.D.

Board Chair

Issue Date: July 1, 2004

Expiration Date: December 31, 2015

REFERENCES:

Sgt. Jeff Benza
City of Phoenix Police Department
620 West Washington Street
Suite 422
Phoenix, AZ 85003
(602) 262-6058

Deputy Chief Steven Ward
City of Mesa Fire Department
13 West First Street
Mesa, Arizona 85201-6613
(480) 644-2294

Jay Davies
City of Peoria Police Department
8351 W Cinnabar
Peoria, AZ 85345
(623) 773-7019

QUALIFICATIONS IN LAW ENFORCEMENT:

CPR has been providing CISM services to law enforcement agencies since 1995. Our founder and CEO Tom McSherry has been providing service to Phoenix Police Department since 1994 when he trained their first team members.

Crisis Preparation and Recovery, Inc. has similar CISM service contracts (as this RFP) with Mesa Fire Department, Phoenix Police Department (as a subcontractor for their EAP provider MHN), Peoria Police Department, Gila River Police Department, MCSO (as a subcontractor for their EAP provider Magellan), Arizona Department of Public Safety (as a subcontractor for their EAP provider ComPsych), for example.

In the above contracts we provide clinical oversight to the agencies' CISM team and respond as needed to an event 24 hours a day, 7 days a week. CPR also provides continuing education, assistance with the writing of policies and procedures, and team selection.

CPR is also a preferred provider of many public safety agencies in providing counseling for those diagnosed with Post Traumatic Stress Disorder (PTSD). We use proven therapeutic models, such as EMDR and CBT to assist the individual in his/her recovery.

EXPERIENCE AND QUALIFICATIONS:

Crisis Preparation and Recovery, Inc. (CPR) was founded in 1995 by Tom McSherry, MC. CPR is an Arizona state licensed outpatient services clinic, Title XIX certified. Tom McSherry, MC is the owner and President of Crisis Preparation and Recovery, Inc (CPR), a company that provides psychological assessments/interventions in hospitals, CISM services, trainings, mediation, executive coaching, disaster plan writing and organizational consultation. He is also past President of the International Critical Incident Stress Foundation (ICISF). In the past 24 years, he has performed hundreds of individual and group CISM interventions and trainings, locally, nationally, and internationally for emergency services' personnel, businesses, and voluntary organizations. He is a member of several police and fire CISM teams in the Phoenix metro area. He has worked with numerous emergency response agencies, schools, and hospitals to develop CISM teams. He has developed crisis response plans for various school districts and organizations. Tom McSherry has 32 years of experience in emergency disaster services; which he began as a volunteer firefighter/EMT. He has been involved in managing response and recovery efforts to national and international disasters for The Salvation Army for over 10 years. He is an adjunct instructor for the Federal Emergency Management Agency (FEMA), a Master Trainer for Medic FirstAid and a trainer of 11 of the ICISF CISM courses. He holds a Masters of Counseling degree from the University of Phoenix and is a trained mediator.

CPR offers a broad spectrum of support to individuals, hospitals, businesses, and other organizations, including: Alternative Dispute Resolution, Counseling Services, Critical Incident Stress Management (CISM), Disaster and Crisis Management Consulting, Executive Coaching, On-demand Crisis Intervention Services to Healthcare Providers, on-demand Social Services to Healthcare Providers, and Trainings.

CISM is a comprehensive, integrative, multi-component crisis intervention system, which may be applied to individuals, small functional groups, large groups, families, organizations, and even communities. It is a peer-driven, mental health supported program. The power comes from the use of peers. As crises in the workplace and community are becoming more frequent, the need for effective psychological crisis response capabilities is obvious. Crisis Preparation and Recovery, Inc. provides CISM trained personnel to respond to an organization to begin the process of mitigating the harmful effects of a critical incident. We also provide CISM team development consultation and International Critical Incident Stress Foundation approved training for the following courses:

- CISM: Group Intervention (formerly known as CISM: Basic Group)
- CISM: Individual Crisis Intervention & Peer Support
- CISM: Advanced Group
- Suicide Prevention, Intervention, and Postvention

- Law Enforcement Perspectives for CISM Enhancement
- Strategic Response to Crisis
- Terrorism: Psychological Impacts and Implications
- Pastoral Crisis Intervention
- Responding to School Crisis: An Integrated Multi-component Crisis Intervention Approach
- TEAM: Team Evolution and Management

STAFF QUALIFICATIONS (See Addendum for additional documentation):

CPR's clinical staff is specially trained and qualified to meet the treatment needs of our clients. CPR's licensed psychologists also have provided fitness for duty evaluations and have handled workmen's comp cases for those diagnosed with PTSD. All therapists are required to have a minimum of a Master's degree in counseling, social work, social science, or arts with an emphasis in counseling. In addition, they are licensed by the State of Arizona, have extensive experience, training and skills, are at least 21 years of age, have passed a criminal background check, and have a valid CPR card.

The following CPR staff is to be assigned to the City of Glendale:

Name: Amy D. Paul

Degree: Doctorate of Psychology

Years of Experience: 14 years

Professional Associations: American Psychological Association, Dialectical Behavioral Therapy National Certification and Accreditation Association

Areas of Specialty: Police Psychology, Critical Incident Stress Management, Trauma, First Responders, Couple's Counseling, Cognitive Behavioral Therapy

State Licensure Level (see attachments)

Name: Ester L. Ruiz

Degree: PMHNP 2010, PhD Psychology 1994, MS Community Mental Health-Psychiatric Nursing 1981, BSN 1972

Years of Experience: 43 years as a nurse, 21 years as a psychologist

Professional Associations: AZ Psychological Association, AZ Nurses Association, American Nurses Association, Sigma Theta Tau Nursing Honorary, American Psychiatric Nurses Association, Global Caring Foundation, National Association of Hispanic Nurses

Areas of Specialty: General mental health/complex mental health issues, trauma/complex trauma with and without dissociative sx/EMDR

State Licensure Level (see attachments)

Name: Dennette Diane Janus

Degree: Bachelor of Science Rehabilitation Counseling, 1997, Master's Professional Psychology/Community Counseling, 2003, Licensed Professional Counselor

Years of Experience: 20 years in behavioral health/human services. Licensed Professional Counselor in Colorado and Arizona

Professional Associations: none

Areas of Specialty: Crisis Assessment, Victim Advocacy/Victim Assistance, First Responder Issues, Critical Incident Stress Management, Abuse, Trauma, gender identity/sexual preference concerns, faith crises

State Licensure Level (see attachments)

Name: Thomas Ryan Gussie

Degree: Masters in Education, Masters of Arts in Professional Counseling

Years of Experience: 14 years

Professional Associations: Arizona Police Officer Standards and Training, Arizona Suicide Prevention Coalition Association, David's Hope, East Valley CIT, Arizona Department of Behavioral Health, International Association of Trauma Therapist, Instructor for National Police Officer Suicide Foundation

Areas of Specialty: Trauma, Abuse and Deprivation, Post Traumatic Stress, Acute Stress Disorder, Traumatic Brain Injury, Depression, Anxiety, Borderline Personality Disorder, Cognitive Behavioral Health Therapy, Cognitive Processing Therapy, Dialectical Behavioral Therapy, EMDR, Active as a Hostage Negotiator, Peer Team Member for police personnel

State Licensure Level (see attachments)

Name: Lisa Ohrt

Degree: Masters in Counseling, Licensed Professional Counselor

Years of Experience: 16 years

Professional Associations: none

Areas of Specialty: Crisis Intervention, Critical Incident Stress Management

State Licensure Level (see attachments)

QUALIFICATIONS IN LAW ENFORCEMENT:

CPR has been providing CISM services to law enforcement agencies since 1995. Our founder and CEO Tom McSherry has been providing service to Phoenix Police Department since 1994 when he trained their first team members.

Crisis Preparation and Recovery, Inc. has similar CISM service contracts (as this RFP) with Mesa Fire Department, Phoenix Police Department (as a subcontractor for their EAP provider MHN), Peoria Police Department, Gila River Police Department, MCSO (as a subcontractor for their EAP provider Magellan), Arizona Department of Public Safety (as a subcontractor for their EAP provider ComPsych), for example.

In the above contracts we provide clinical oversight to the agencies' CISM team and respond as needed to an event 24 hours a day, 7 days a week. CPR also provides continuing education, assistance with the writing of policies and procedures, and team selection.

CPR is also a preferred provider of many public safety agencies in providing counseling for those diagnosed with Post Traumatic Stress Disorder (PTSD). We use proven therapeutic models, such as EMDR and CBT to assist the individual in his/her recovery.

EMERGENCY DEFINED

CPR has a 24/7 dispatch center. If any of the agencies we provide service to require immediate assistance, a call is placed to 480-804-0326 ext 4. The CPR representative will triage the request and will then contact the appropriate counselor for an immediate call back to the requesting party.

The counselor will then staff the call with the requesting party. Once the need for a response has been determined and an immediate response is necessary, the appropriate counselor will be sent with a 1 1/2 hour maximum response time.

EXHIBIT C

DISPUTE RESOLUTION

1. Disputes.

- 1.1 Commitment. The parties commit to resolving all disputes promptly, equitably, and in a good-faith, cost-effective manner.
- 1.2 Application. The provisions of this Exhibit will be used by the parties to resolve all controversies, claims, or disputes ("Dispute") arising out of or related to this Agreement-including Disputes regarding any alleged breaches of this Agreement.
- 1.3 Initiation. A party may initiate a Dispute by delivery of written notice of the Dispute, including the specifics of the Dispute, to the Representative of the other party as required in this Agreement.
- 1.4 Informal Resolution. When a Dispute notice is given, the parties will designate a member of their senior management who will be authorized to expeditiously resolve the Dispute.
 - (A) The parties will provide each other with reasonable access during normal business hours to any and all non-privileged records, information and data pertaining to any Dispute in order to assist in resolving the Dispute as expeditiously and cost effectively as possible;
 - (B) The parties' senior managers will meet within 10 business days to discuss and attempt to resolve the Dispute promptly, equitably, and in a good faith manner, and
 - (C) The Senior Managers will agree to subsequent meetings if both parties agree that further meetings are necessary to reach a resolution of the Dispute.

2. Arbitration.

- 2.1 Rules. If the parties are unable to resolve the Dispute by negotiation within 30 days from the Dispute notice, and unless otherwise informal discussions are extended by the mutual agreement, the Dispute will be decided by binding arbitration in accordance with Construction Industry Rules of the AAA, as amended herein. Although the arbitration will be conducted in accordance with AAA Rules, it will not be administered by the AAA, but will be heard independently.
 - (A) The parties will exercise best efforts to select an arbitrator within 5 business days after agreement for arbitration. If the parties have not agreed upon an arbitrator within this period, the parties will submit the selection of the arbitrator to one of the principals of the mediation firm of Scott & Skelly, LLC, who will then select the arbitrator. The parties will equally share the fees and costs incurred in the selection of the arbitrator.
 - (B) The arbitrator selected must be an attorney with at least 15 years experience, be independent, impartial, and not have engaged in any business for or adverse to either Party for at least 10 years.
- 2.2 Discovery. The extent and the time set for discovery will be as determined by the arbitrator. Each Party must, however, within ten (10) days of selection of an arbitrator deliver to the other Party copies of all documents in the delivering party's possession that are relevant to the dispute.
- 2.3 Hearing. The arbitration hearing will be held within 90 days of the appointment of the arbitrator. The arbitration hearing, all proceedings, and all discovery will be conducted in Glendale, Arizona unless otherwise agreed by the parties or required as a result of witness location. Telephonic hearings and other reasonable arrangements may be used to minimize costs.

- 2.4 Award. At the arbitration hearing, each Party will submit its position to the arbitrator, evidence to support that position, and the exact award sought in this matter with specificity. The arbitrator must select the award sought by one of the parties as the final judgment and may not independently alter or modify the awards sought by the parties, fashion any remedy, or make any equitable order. The arbitrator has no authority to consider or award punitive damages.
- 2.5 Final Decision. The Arbitrator's decision should be rendered within 15 days after the arbitration hearing is concluded. This decision will be final and binding on the Parties.
- 2.6 Costs. The prevailing party may enter the arbitration in any court having jurisdiction in order to convert it to a judgment. The non-prevailing party shall pay all of the prevailing party's arbitration costs and expenses, including reasonable attorney's fees and costs.
3. **Services to Continue Pending Dispute**. Unless otherwise agreed to in writing, Consultant must continue to perform and maintain progress of required services during any Dispute resolution or arbitration proceedings, and City will continue to make payment to Consultant in accordance with this Agreement.
4. **Exceptions**.
- 4.1 Third Party Claims. City and Consultant are not required to arbitrate any third-party claim, cross-claim, counter claim, or other claim or defense of a third-party who is not obligated by contract to arbitrate disputes with City and Consultant.
- 4.2 Liens. City or Consultant may commence and prosecute a civil action to contest a lien or stop notice, or enforce any lien or stop notice, but only to the extent the lien or stop notice the Party seeks to enforce is enforceable under Arizona Law, including, without limitation, an action under A.R.S. § 33-420, without the necessity of initiating or exhausting the procedures of this Exhibit.
- 4.3 Governmental Actions. This Exhibit does not apply to, and must not be construed to require arbitration of, any claims, actions or other process filed or issued by City of Glendale Building Safety Department or any other agency of City acting in its governmental permitting or other regulatory capacity.