

VOCA
Short-term Counseling Program

**MEMORANDUM OF UNDERSTANDING
BETWEEN
THE CITY OF GLENDALE
AND
Crisis Preparation and Recovery, INC.**

28, THIS MEMORANDUM OF UNDERSTANDING ("MOU") is made as of August 28, 2014, between the City of Glendale, an Arizona municipal corporation (the "City"), by and through the Glendale Family Advocacy Center ("GFAC") and Crisis Preparation and Recovery, Inc. (CPR) (hereinafter referred to individually as "Party" or collectively as "Parties").

DESCRIPTION OF PARTIES AND SERVICES

- A. CPR is a for profit organization committed to being a primary source and leading provider of prevention and rehabilitation services in the areas of counseling services, psychiatric nurse practitioner services, in home crisis and out-patient counseling.
- B. The GFAC is a multidisciplinary facility involving the Glendale Police Department, CPR, Forensic Nurse Examiners, the Maricopa County Attorney's Office and Phoenix Children's Hospital. The GFAC's purpose is to provide quality investigations of abuse in the most sensitive, appropriate manner to crime victims. The GFAC staff is a team dedicated to serving victims of domestic violence and sexual abuse, understanding that the community is diverse and that by focusing on the needs of each victim, staff will provide the most comprehensive services possible.
- C. The GFAC currently provides counseling and other related crime advocacy services to child and adult victims and witnesses in cases of domestic violence, sexual assault or abuse, child abuse or molestation, stalking, elderly abuse, assault, homicide, drug endangerment, adult victims of physical and sexual child abuse and secondary victims. The overall goal of advocacy centers is to ensure that the victims who are entrusted to the centers are not further victimized by the systems that are designed to protect them.
- D. The City has determined that it is necessary to maintain the availability of individualized, short-term counseling and other related crime victim advocacy services ("Services") for its residents at the GFAC. Services shall include, without limitation, investigative and prosecutorial support, medical forensic examinations, case management, immediate crisis intervention, individualized, short-term counseling by a designated behavioral health professional or behavioral health technician, prevention and education-related programs, as well as community information and referral services.

VOCA
Short-term Counseling Program

- E. The GFAC and CPR wish to enter into this MOU and utilize private insurance coverage, Medicare/Medicaid and victim compensation to provide Services to GFAC clients who are victims of crime, which shall include, without limitation, victims of domestic violence or sexual assault or abuse, child abuse or molestation, stalking, elder abuse, assault, adult victims of child abuse, survivors of homicide, violent crimes and secondary victims.

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing description of Parties and Services, which are incorporated herein by reference, the following mutual covenants and conditions, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the City and CPR hereby agree as follows:

I. ROLES AND RESPONSIBILITIES.

A. CPR shall:

- (1) Place at least one (1) Masters Level therapist ("Therapist") at the GFAC to provide short-term counseling services. Such Therapist shall meet all requirements of ARIZ. ADMIN. CODE § R9-20-204 and any other applicable federal, state or local law. The Therapist will provide such services on a part-time basis, 48 hours per week for the duration of this MOU. Short-term counseling will consist of up to eight (8) individual sessions plus intake and discharge appointments per client. The Therapist shall conduct all counseling sessions at the GFAC.
- (2) Ensure that the assigned Therapist will provide services at a minimum of 3 days per week with at least two days having availability of after-hours appointments.
- (3) Ensure that the assigned Therapist will attend CPR meetings, training, supervision and in-service days as required by CPR and any applicable federal, state or local law.
- (4) Require a monthly clinical supervision meeting for each Therapist assigned to the GFAC that meets state and licensing requirements. Any Clinical Supervisor assigned by CPR to supervise any Therapist placed at the GFAC shall meet all requirements of ARIZ. ADMIN. CODE §§ R9-20-204, R9-20-205, and any other applicable federal, state or local law.

VOCA
Short-term Counseling Program

- (5) In order to protect the best interests of the GFAC Clients, the Therapist will review all DSM-IV R diagnostic assessments with the CPR clinical supervisor if the Therapist is not independently licensed. Every effort will be made to avoid diagnoses that do not serve the best short and long-term interests of the client, without compromising adherence to Behavioral Health Licensure requirements and professional ethics and standards.
- (6) The assigned Therapist's client focus will be domestic violence, child abuse, and sexual assault victims; however, the Therapist will also work with other victims of crime as needed.
- (7) Provide a laptop and cell phone for the Therapist to perform his/her duties while at the GFAC.
- (8) The Therapist may provide crisis intervention during the first appointment as needed and appropriate. Cases will be reviewed at the bi-monthly clinical supervision meetings, or more frequently as needed.
- (9) Counseling sessions will take place in the designated CPR office at the GFAC located in Glendale, Arizona. All clients will be given a copy of the applicable "client's rights" and grievance process as required by ARIZ. ADMIN. CODE § R9-20-203.
- (10) At CPR's sole cost and expense, obtain and maintain all licenses required by the Arizona Department of Health Services Bureau of Medical Facilities Licensing ("ADHS") regulations and any other applicable federal, state, or local law for the provision of the Services under this MOU.
- (11) The GFAC Director and CPR program manager shall meet at least quarterly, or more frequently as needed, to review this MOU and the services being provided by the Therapist at the GFAC.

B. The GFAC shall:

- (1) Provide the Therapist with office space at the GFAC in order to conduct individual counseling sessions for GFAC clients and to complete the necessary clinical documentation and case management of the GFAC Clients.
- (2) Provide a lockable file cabinet that will remain in the designated CPR office. Both the office and the file cabinet will remain locked when not in use, which is the responsibility of the CPR.

VOCA
Short-term Counseling Program

- (3) Provide copier access to the Therapist while at GFAC.
- (4) Provide Therapist with a telephone land line with voicemail capabilities while at GFAC.
- (5) The GFAC Director and CPR program manager shall meet quarterly, or more frequently as needed, to review this MOU and the services being provided by the Therapist at the GFAC.

C. Client Requirements:

- (1) Counseling sessions shall not be billed to GFAC Clients with CPR seeking reimbursement through private insurance, Medicare/Medicaid, or victim compensation. Any portion of payment not reimbursed shall not be billed or the responsibility of the client.
- (2) GFAC Clients who receive services provided by the Therapist must be victims of crime, which includes, without limitation, domestic violence, sexual assault or abuse, child abuse or molestation, stalking, elder abuse, assault, homicide, drug endangerment and adult victims of physical and sexual child abuse and secondary victims.
- (3) GFAC Clients will be required to make contact with the Therapist to schedule an appointment at a mutually-suitable time.
- (4) Private CPR clients who are not crime victims but have an appropriate payer source, shall be entitled to counseling services upon availability of the therapist. Crime victims will always have priority in scheduling services located at the GFAC.

II. TERM OF MOU, TERMINATION, AMENDMENTS AND CLIENT RECORDS.

- A. This Memorandum shall be effective August 26, 2014 and shall terminate on June 30, 2015.
- B. Either Party, in writing, may terminate this Memorandum for any reason in whole, or in part, at any time before the date of expiration. Termination of this Memorandum will be accomplished by delivering or mailing to the other Party a Notice of Intent to Terminate not less than 30 days prior to the termination date contained in such notice. Such notice shall be mailed to the other Party's contact at the address listed in the Notices section of this Memorandum.

VOCA
Short-term Counseling Program

- C. This Memorandum may be amended at any time upon written, mutual agreement of both Parties. No modification to this Memorandum shall be binding upon the GFAC or CPR unless and until a signed amendment is executed.
- D. All data or communications, regardless of form, including originals, images and reproductions, prepared by, obtained by, or transmitted in connection with this Memorandum or the Services is confidential and privileged information (the "Client Records"). Each Party shall retain such Client Records as it may receive or obtain during the term of this Memorandum in accordance with A.R.S. §§ 8-409 and 13-4430, ARIZ. ADMIN. CODE § R9-20-302 and any other applicable federal, state or local record retention law. In addition, each Party shall maintain the Client Records in accordance with its own internal record retention policy and procedure to the extent such policy and procedure does not conflict with any applicable federal, state or local law.
- E. Personal identifying information, financial account information, or restricted GFAC or CPR information, whether electronic format or hard copy, must be secured and protected at all times to avoid unauthorized access. At a minimum, both Parties must encrypt and/or password protected electronic files. This includes data saved to laptop computers, computerized devices or removable storage devices.
- F. When personal identifying information, financial account information, or restricted GFAC or CPR information, regardless of its format, is no longer necessary, the information must be redacted or destroyed through appropriate and secure methods that ensure the information cannot be viewed, accessed, or reconstructed.
- G. In the event that a Party discovers, believes or has reason to believe that the confidentiality of Client Records obtained by it in connection with this Memorandum or the Services has been compromised; such Party shall notify the other Party and any affected clients.
- H. This Memorandum is subject to the provisions of A.R.S. § 38-511. The City may cancel this Memorandum without penalty or further obligations by the City or any of its departments or agencies if any person significantly involved in initiating, negotiating, securing, drafting or creating this Memorandum on behalf of the City or any of its departments or agencies is, at any time while the Memorandum or any extension of the Memorandum is in effect, an employee of any other party to the Memorandum in any capacity or a consultant to any other Party of the Memorandum with respect to the subject matter of the Memorandum.

III. INDEMNIFICATION; INSURANCE.

VOCA
Short-term Counseling Program

A. Indemnification.

- (1) CPR shall indemnify, defend, save and hold harmless the GFAC and its officers, officials, agents, and employees and contractors (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 CPR 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 CPR 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 CPR from and against any and all Claims. In consideration of the award of this Memorandum, CPR agrees to waive all rights of subrogation against the GFAC, its officers, officials, agents and employees for losses arising from the work performed by CPR at the GFAC for the City.

- (2) GFAC shall indemnify, defend, save and hold harmless CPR, its officers, officials, agents, and employees (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 GFAC 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 GFAC 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 City from and against any and all claims. In consideration of the award of this Memorandum, the City agrees to waive all rights of subrogation against CPR, its officers, officials, agents and

VOCA
Short-term Counseling Program

employees for losses arising from the work performed by CPR at the GFAC for the City.

B. Insurance Requirements

- (1) Insurance Required. CPR shall procure and maintain until all of their obligations have been discharged under this Memorandum, insurance against claims for injury to persons or damage to property which may arise from or in connection with the performance of the work hereunder by CPR, its agents, representatives, employees or subcontractors.
- (2) No Representation of Coverage Adequacy. The insurance requirements herein are minimum requirements for this Memorandum. Neither the City nor GFAC in any way warrants that the minimum limits contained herein are sufficient to protect CPR from liabilities that might arise out of this Memorandum by CPR, its agents, representatives, employees or subcontractors and CPR is free to purchase additional insurance as may be determined necessary.
- (3) Waiver. All policies, except for Professional Liability, including Workers' Compensation insurance, shall contain a waiver of rights of recovery (subrogation) against the City, its agents, representatives, officials, officers and employees for any claims arising out of the work or services CPR. CPR shall arrange to have such subrogation waivers incorporated into each policy via formal written endorsement thereto.
- (4) Policy Deductibles and/or Self-Insured Retentions. The policies set forth in these requirements may provide coverage that contains deductibles or self-insured retention amounts. Such deductibles or self-insured retention shall not be applicable with respect to the policy limits provided to the City. CPR be solely responsible for any such deductible or self-insured retention amount.
- (5) Use of Subcontractors. If any work under this Memorandum is subcontracted in any way, CPR shall execute written agreements with its subcontractors containing the indemnification provisions set forth in this section and insurance requirements set forth herein protecting the City and CPR. CPR shall be responsible for executing any agreements with its subcontractors and obtaining certificates of insurance verifying the insurance requirements.

VOCA
Short-term Counseling Program

- (6) Minimum Scope and Limits of Insurance. CPR shall provide coverage with limits of liability not less than those stated below. An excess liability policy or umbrella liability policy may be used to meet the minimum liability requirements provided that the coverage is written on a "following form" basis.
- (a) **Commercial General Liability – Occurrence Form**
Policy shall include bodily injury, property damage and broad form contractual liability coverage.
 - (i) Each Occurrence \$1,000,000
 - (ii) General Aggregate \$2,000,000
 - (iii) Products – Completed Operations Aggregate \$1,000,000
 - (iv) Personal and Advertising Injury \$1,000,000
 - (v) The policy shall be endorsed to include coverage for sexual abuse and molestation.

 - (b) **Automobile Liability—Bodily Injury and Property Damage for any owned, hired, and non-owned vehicles used in the performance of this Contract.**
 - (i) Combined Single Limit (CSL) \$1,000,000

 - (c) **Worker's Compensation and Employers' Liability**
 - (i) Workers' Compensation Statutory
 - (ii) Employers' Liability
 - Each Accident \$100,000
 - (iii) Disease – Each Employee \$100,000
 - (iv) Disease – Policy Limit \$500,000
 - (v) Policy shall contain a waiver of subrogation against the GFAC.

 - (d) **Professional Liability (Errors and Omissions Liability)**
The policy shall cover professional misconduct or lack of ordinary skill
 - (i) Each Claim \$2,000,000
 - (ii) Annual Aggregate \$2,000,000
 - (iii) In the event that the professional liability insurance required by this Memorandum is written on a claims-made basis, CPR warrants that any retroactive date under the policy shall precede the effective date of this Memorandum; and that either continuous coverage will be maintained or an extended discovery period will be exercised for a period of two (2) years beginning at the time this Memorandum is terminated.

VOCA
Short-term Counseling Program

- (7) Notice of Cancellation. Each insurance policy required by the insurance provisions of this Memorandum shall provide the required coverage and shall not be suspended, voided or canceled except after thirty (30) days prior written notice has been given to the City and the GFAC, except when cancellation is for non-payment of premium, then ten (10) days prior notice may be given.
- (8) Acceptability of Insurers. Insurance is to be placed with insurers duly licensed or authorized to do business in the state of Arizona and with an "A.M. Best" rating of not less than B+ VI. The GFAC in no way warrants that the above-required minimum insurer rating is sufficient to protect CPR from potential insurer insolvency.
- (9) Verification of Coverage. CPR shall furnish the City with suitable evidence of insurance in the form of certificates of insurance and a copy of the declaration page(s) of the insurance policies as required by this Memorandum, issued by CPR's insurance insurer(s) as evidence that policies are placed with acceptable insurers as specified herein and provide the required coverage's, conditions and limits of coverage specified in this Memorandum and that such coverage and provisions are in full force and effect. The certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. All certificates and any required endorsements are to be received and approved by the City before any work commences. Each insurance policy required by this Memorandum must be in effect at or prior to commencement of work under this Memorandum and remain in effect for the duration of the Memorandum. Failure to maintain the insurance policies as required by this Memorandum or to provide evidence of renewal is a material breach of Memorandum.

IV. MISCELLANEOUS.

- A. Independent Contractor. CPR acknowledges and agrees that the Services provided under this Memorandum are being provided as an independent contractor, not as an employee or agent of the City. CPR, its employees and subcontractors are not entitled to workers' compensation benefits from the City. The City does not have the authority to supervise or control the actual work of CPR, its employees or subcontractors. CPR, and not the City, shall determine the time of its performance of the services provided under this Memorandum so long as CPR meets the requirements of its agreed scope of work as set forth in Section I of this Memorandum. CPR is neither prohibited from entering into other contracts nor prohibited from practicing its profession elsewhere. The City

VOCA
Short-term Counseling Program

and CPR do not intend to nor will they combine business operations under this Memorandum.

- B. **Laws and Regulations.** CPR shall keep fully informed and shall at all times during the performance of its duties under this Memorandum ensure that it and any person for whom CPR is responsible remains in compliance with all rules, regulations, ordinances, statutes or laws affecting the Services, including the following: (a) existing and future City and County ordinances and regulations, (b) existing and future state and federal laws and (c) existing and future Occupational Safety and Health Administration ("OSHA") standards.
- C. **Amendments.** This Memorandum may be modified only by a written amendment signed by persons duly authorized to enter into contracts on behalf of the City and CPR.
- D. **Provisions Required by Law.** Each and every provision of law and any clause required by law to be in the Memorandum will be read and enforced as though it were included herein and, if through mistake or otherwise any such provision is not inserted, or is not correctly inserted, then upon the application of either Party, the Memorandum will promptly be physically amended to make such insertion or correction.
- E. **Severability.** The provisions of this Memorandum are severable to the extent that any provision or application held to be invalid by a Court of competent jurisdiction shall not affect any other provision or application of the Memorandum which may remain in effect without the invalid provision or application.
- F. **Relationship of the Parties.** It is clearly understood that each Party will act in its individual capacity and not as an agent, employee, partner, joint venture, or associate of the other. An employee or agent of one Party shall not be deemed or construed to be the employee or agent of the other for any purpose whatsoever. CPR is advised that taxes or Social Security payments will not be withheld from any City payments issued hereunder and CPR agrees to be fully and solely responsible for the payment of such taxes or any other tax applicable to this Memorandum.
- G. **Entire Agreement; Interpretation; Parole Evidence.** This Memorandum represents the entire agreement of the Parties with respect to its subject matter, and all previous agreements, whether oral or written, entered into prior to this Memorandum are hereby *revoked* and superseded by this Memorandum. No representations, warranties, inducements or oral agreements have been made by any of the Parties except as expressly set forth herein, or in any other contemporaneous written agreement executed for the purposes of carrying out the provisions of this Memorandum. This Memorandum shall be construed and interpreted

VOCA
Short-term Counseling Program

counsel or other recipient, the provisions above governing the date on which a notice is deemed to have been received by a party shall mean and refer to the date on which the Party, and not its counsel or other recipient to which a copy of the notice may be sent, is deemed to have received the notice.

- I. **Assignment.** No right or interest in this Memorandum shall be assigned by CPR without prior, signed written permission of the City and no delegation of any duty of CPR shall be made without prior, signed written permission of the City. Any attempted assignment or delegation by CPR in violation of this provision shall be a breach of this Memorandum by CPR.
- J. **Subcontracts.** No subcontract shall be entered into by CPR with any other party to furnish any of the material or services specified herein without the prior written approval of the City. CPR is responsible for performance under this Memorandum whether or not subcontractors are used.
- K. **Rights and Remedies.** No provision in this Memorandum shall be construed, expressly or by implication, as waiver by the City of any existing or future right and/or remedy available by law in the event of any claim of default or breach of this Memorandum. The failure of the City to insist upon the strict performance of any term or condition of this Memorandum or to exercise or delay the exercise of any right or remedy provided in this Memorandum, or by law, or the City's acceptance of and payment for services, shall not release CPR from any responsibilities or obligations imposed by this Memorandum or by law, and shall not be deemed a waiver of any right of the City to insist upon the strict performance of this Memorandum.
- L. **Attorneys' Fees.** In the event either Party brings any action for any relief, declaratory or otherwise, arising out of this Memorandum or on account of any breach or default hereof, the prevailing party shall be entitled to receive from the other Party reasonable attorneys' fees and reasonable costs and expenses, determined by the court sitting without a jury, which shall be deemed to have accrued on the commencement of such action and shall be enforced whether or not such action is prosecuted through judgment.
- M. **Confidentiality of Records.** CPR shall establish and maintain procedures and controls that are acceptable to the City for the purpose of ensuring that information contained in its records or obtained from the City or from others in carrying out its obligations under this Memorandum shall not be used or disclosed by it, its agents, officers, or employees, except as required to perform CPR's duties under this Memorandum. Persons requesting such information should be referred to the City. CPR also agrees that any information pertaining to individual persons shall not be

VOCA
Short-term Counseling Program

divulged other than to employees or officers of CPR as needed for the performance of duties under this Memorandum.

- N. **Records and Audit Rights.** CPR and its subcontractor's books, records, correspondence, accounting procedures and practices, and any other supporting evidence relating to this Memorandum, including the papers of CPR and its subcontractors' employees who perform any work or Services pursuant to this Memorandum to ensure that CPR and its subcontractors are complying with the warranty under Subsection O of this Memorandum (all the foregoing hereinafter referred to as "Records"), shall be open to inspection and subject to audit and/or reproduction during normal working hours by the City, to the extent necessary to adequately permit (a) evaluation and verification of any invoices, payments or claims based on CPR's and its subcontractors' actual costs (including direct and indirect costs and overhead allocations) incurred, or units expended directly in the performance of work under this Memorandum and (b) evaluation of CPR and its subcontractors' compliance with the Arizona employer sanctions laws referenced in subsection O below. To the extent necessary for the City to audit Records as set forth in this subsection, CPR and its subcontractors hereby waive any rights to keep such Records confidential. For the purpose of evaluating or verifying such actual or claimed costs or units expended, the City shall have access to said Records, even if located at its subcontractors' facilities. Records pertaining to services rendered pursuant to this Memorandum shall be maintained by the Parties and their sub-contractors for a period of three (3) years after the end of the term of this Memorandum. CPR and its subcontractors shall provide the City with adequate and appropriate workspace so that the City can conduct audits in compliance with the provisions of this subsection. The City shall give CPR or its subcontractors reasonable advance notice of intended audits. CPR shall require its subcontractors to comply with the provisions of this subsection by insertion of the requirements hereof in any subcontract pursuant to this Memorandum.
- O. **E-Verify Requirements.** To the extent applicable under A.R.S. § 41-4401, CPR and its subcontractors warrant compliance with all federal immigration laws and regulations that relate to their employees and compliance with the E-Verify requirements under A.R.S. § 23-214(A). CPR or its subcontractor's failure to comply with such warranty shall be deemed a material breach of this Memorandum and may result in the termination of this Memorandum by the City.
- P. **Foreign Prohibitions.** CPR certifies under A.R.S. §§ 35-391 *et seq.*, and 35-393 *et seq.*, that it does not have, and during the term of this Memorandum will not have, "scrutinized" business operations, as defined in the preceding statutory sections, in the countries of Sudan or Iran.

VOCA
Short-term Counseling Program

- Q. Non-Exclusive Contract. This Memorandum is entered into with the understanding and agreement that it is for the sole convenience of the City. The City reserves the right to obtain like goods and services from another source when necessary.

IN WITNESS WHEREOF, the Parties hereto have executed this instrument as of the date and year first set forth above.

"CPR"

Crisis Preparation and Recovery, Inc.


8/19/2014
Tom McSherry, President/CEO

"City"

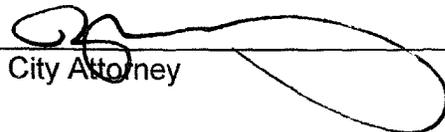
CITY OF GLENDALE, an Arizona
Municipal Corporation


Brenda S. Fischer, City Manager

ATTEST:


Pamela Hanna, City Clerk (SEAL)

APPROVED AS TO FORM:


City Attorney