



# Crisis Preparation + Recovery

## **SERVICE AGREEMENT**

This agreement is made by and between the City of Chandler, Arizona, an Arizona municipal corporation for and on behalf of the Chandler Police Department (CPD) and Crisis Preparation and Recovery, Inc., of 1400 E Southern Ave, Suite 735, Tempe, AZ 85282. In this agreement, the party who is contracting to receive services shall be referred to as "Chandler" and the party who will be providing the services shall be referred to as "CPR".

CPR is an Arizona state licensed, Title XIX certified behavioral health outpatient, medication, and crisis services company that has been providing innovative, effective, and compassionate service since 1995. We are a unique, diverse company that is not only dedicated to helping individuals and organizations "survive," but to "thrive."

CPR offers a variety of services including outpatient counseling, medication management, crisis interventions, transitional care, SMI evaluations, CISM training, and disaster/crisis management consulting. We take most major insurance plans. CPR has a background and specialty with the Public Safety population in providing professional mental health counseling, crisis intervention and assessment, and Critical Incident Stress Management. CPR will provide services to Chandler employees and their family members based on these variety of services.

**DESCRIPTION OF SERVICES.** Beginning 7/1/2024, CPR will provide the following services (collectively, the "Services") for one year:

- On-Site Clinician
  - On-site at wellness office for triages of Chandler employees and/or family members
  - Academy Teaching
  - Family Meetings
  - Educational Groups
- Access to Care Public Safety Line services will include:
  - Up to a 30 minute per person/episode telephonic or televideo triage to screen, assess, and then provide supportive resources.
- Ongoing counseling and/or medication management services will include:
  - Access to care within 7 days, unless emergent or scheduling conflicts by the member.
  - Services via telehealth services or at one of CPR's Outpatient Clinics.
  - Medication management by Psychiatric Nurse Practitioners.
  - Counseling by Masters' level counselors or higher license levels (if an associate level counselor, clinical supervision will be provided by an AZBBHE certified clinical supervisor).
  - Evidence based treatment.



# ***Crisis Preparation + Recovery***

- Coordination of care.
- HB 2502 services
  - Services pursuant of ARS§38-672 & 38-673.
  - Billed directly to Chandler.
  - CPR clinicians will determine if visits meet the legislative criteria and coordinate with Chandler for approval. When they do not, CPR will bill through the EAP or health plan.
- Annual Mental Health Wellness Checks by licensed Masters' level counselors or higher will include:
  - On-site counseling session at Chandler or at one of CPR's Outpatient Clinics. (Telehealth video option available)
  - Outcome measures completed by the client.
  - 60-90 minute counseling session.
  - Referrals, if necessary, for the appropriate type of services.
  - Frequency is based on Chandler's policy.
- Post-Shoot or Post Critical Incident Appointment by a psychologist will include:
  - An appointment to support and assess the wellness of a police officer after being involved in an OIS (Officer Involved Shooting) or other critical incident.
  - Chandler's protocol regarding these appointments will be followed.
  - Either an on-site appointment at one of CPR's Outpatient Clinics or via telehealth video.
  - Outcome measures completed by the client.
  - 60-90 minute assessment.
  - A written letter presented to both client and to Chandler, identifying any necessary next steps and recommended work status.
  - Coordination and scheduling of any additional assessments or ongoing care.
- Post-Critical Incident Appointment by a Master's level clinician will include:
  - An appointment to support and assess the wellness of an employee after being involved in a critical incident.
  - Chandler's protocol regarding these appointments will be followed.
  - Either an on-site appointment at one of CPR's Outpatient Clinics via telehealth video.
  - Outcome measures completed by the client.
  - 60-90 minute assessment.
  - A written letter presented to both client and to Chandler, identifying any necessary next steps and recommended work status.
  - Coordination and scheduling of any additional assessments or ongoing care.



# ***Crisis Preparation + Recovery***

- On-Call Critical Incident Response and Telephonic On-Call
  - Members of Chandler's Wellness Team request CPR to initiate an immediate on-site or telephonic intervention.
- Critical Incident Stress Management services will include:
  - Support in selecting and training new peer support team members.
  - Phone consultation.
  - Coordination of on site CISM services. The response time depends on the severity of the situation.
- Trainings
  - Customized Workshops
  - ICISF Courses

**PERFORMANCE OF SERVICES.** CPR will ensure access to care for routine counseling and medication management appointments within 7 days. For more emergent concerns we will ensure access to the appropriate level of care and provide coordination. CPR will be available for consultation for routine or emergent concerns.

**PAYMENT.** Chandler will pay a fee to CPR for the below services as they are utilized. Services will be invoiced monthly to Chandler and all payments are expected within 15 days of date of invoice.

1. Ongoing Counseling and/or Medication Management Services (Excluding HB2502)
  - a. All services will be billed to the EAP or health plan.
  - b. Employees/Family members will be responsible for any copays or deductibles at time of service.
2. HB 2502 Sessions
  - a. \$230.74 per session (this is billed directly to Chandler per statute)
3. On-Site Availability
  - a. Psychologist - \$144 per hour.
  - b. Master's Level Clinician - \$90 per hour.
  - c. BHT/Support Staff - \$60 per hour.
4. Annual Mental Health Wellness Checks
  - a. Psychologist - \$225 per appointment.
  - b. Master's Level Clinician - \$175 per appointment.



# ***Crisis Preparation + Recovery***

5. Post-Shoot or Post-Critical Incident Appointment by a Psychologist
  - a. Initial Appointment - \$275 per appointment.
  - b. Follow-up Appointment - \$175 per appointment.
6. Post-Critical Incident Appointment by a Master's Level Clinician
  - b. Initial Appointment - \$225 per appointment.
  - c. Follow-Up Appointment - \$150 per appointment.
7. On-Call Critical Incident Response and Telephonic On-Call
  - a. Psychologist
    - i. Business Hours (Monday through Friday; 0800-1700) - \$144 per hour
    - ii. After Hours (Weekends, Holidays, and non business hours) - \$180 per hour
  - b. Master's Level Clinician
    - i. Business Hours (Monday through Friday; 0800-1700) - \$90 per hour
    - ii. After Hours (Weekends, Holidays, and non business hours) - \$115 per hour
  - c. BHT/Support Staff
    - i. Business Hours (Monday through Friday; 0800-1700) - \$15 per 15 minutes
    - ii. After Hours (Weekends, Holidays, and non business hours) - \$20 per 15 minutes
8. Critical Incident Stress Management
  - a. Phone consultation - No Fee
  - b. Support in selecting and training new peer members - No Fee
  - c. Scheduled CISM Interventions
    - i. On-Site - \$180 per hour
    - ii. Travel - \$80 per hour
  - d. CISM Trainings
    - i. 2 Day Workshop - \$4000
    - ii. 3 Day Workshop - \$6000
    - iii. Additional \$35 per person for materials.
9. Trainings (Customized Workshops)
  - a. \$800 half day
  - b. \$1500 full day



# ***Crisis Preparation + Recovery***

Chandler will be billed monthly for services rendered; payable 15 days upon receipt of invoice. CPR will be allowed to bill the member's insurance company for services rendered and retain any and all payments.

**TERM/TERMINATION.** This Agreement is for one year from the start date listed in the Description of Services and will be subject for renewal each year in one-year increments with a 5% increase to all listed rates with exception to "2. HB 2502/2717 services" which will remain at the same rate. Either party may provide 60 days written notice to the other party to terminate or amend this Agreement at any time.

**RELATIONSHIP OF PARTIES.** It is understood by the parties that CPR is an independent contractor with respect to Chandler, and not an employee of Chandler. Chandler will not provide fringe benefits, including health insurance benefits, paid vacation, or any other employee benefit, for the benefit of CPR.

It is further agreed that nothing herein shall be construed to impair the right of Chandler to retain another individual or entity to provide services similar or identical to the services which CPR shall provide pursuant to the terms of this Agreement.

**EMPLOYEES.** CPR's employees, who perform services for Chandler under this Agreement shall also be bound by the provisions of this Agreement, possess a Master's level degree or higher in the Behavioral Health Discipline, and comply at all times with Chandler policies and procedures. Chandler reserves the right in its sole discretion to require removal of any of CPR's employees who violate any policy, procedure, or rule or otherwise pose a threat to the health or safety of any Chandler member and/or family member.

**INJURIES.** CPR acknowledges CPR's obligation to obtain appropriate insurance coverage for the benefit of CPR (and CPR's employees, if any). CPR waives any rights to recovery from Chandler for any injuries that CPR (and/or CPR's employees) may sustain while performing services under this Agreement and that are a result of the negligence of CPR or CPR's employees.

**INDEMNIFICATION.** CPR agrees to indemnify and hold Chandler harmless from all claims, losses, expenses, fees including attorney fees, costs, and judgments that may be asserted against Chandler that result from the acts or omissions of CPR, CPR's employees, and CPR's agents. CPR will maintain a general and professional liability insurance in an amount one million dollars per occurrence and three million aggregate.

**ASSIGNMENT.** CPR's obligations under this Agreement may not be assigned or transferred to any other person, firm, or corporation without the prior written consent of Chandler.



# Crisis Preparation + Recovery

**CONFIDENTIALITY.** CPR recognizes that Chandler has and will have the following information: patient information and other proprietary information (collectively, "Information") which are valuable, special and unique assets of Chandler and need to be protected from improper disclosure. In consideration for the disclosure of the Information, CPR agrees that CPR will not at any time or in any manner, either directly or indirectly, use any Information for CPR's own benefit, or divulge, disclose, or communicate in any manner any Information to any third party without the prior written consent of Chandler. CPR will protect the Information and treat it as strictly confidential.

A violation of this paragraph shall be a material violation of this Agreement. CPR shall not disclose to any third party, except where permitted or required by law or where such disclosure is expressly approved by Chandler in writing, any patient or medical record information regarding Chandler members, and CPR shall comply with all federal and state laws and regulations, and all by-laws, rules regulations, and policies of Chandler and Chandler's staff regarding the confidentiality of such information. CPR acknowledges that, in receiving or otherwise dealing with any record or information for Chandler about Chandler members receiving treatment for alcohol or drug abuse, CPR, is fully bound by the provisions of the federal regulations governing Confidentiality of Alcohol and Drug Abuse Patient Records (42 C.F.R. Part 2 as amended from time to time).

**UNAUTHORIZED DISCLOSURE OF INFORMATION.** If it appears that CPR has disclosed (or has threatened to disclose) Information in violation of this Agreement, Chandler shall be entitled to an injunction to restrain CPR from disclosing, in whole or in part, such Information, or from providing any services to any party to whom such Information has been disclosed or may be disclosed. Kairos shall not be prohibited by this provision from pursuing other remedies, including a claim for losses and damages.

**ACKNOWLEDGEMENT OF OBLIGATIONS UNDER THE HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT OF 1996 (U.S.C. § 1320(d) ("HIPAA").** The parties acknowledge that federal regulations relating to the confidentiality of individually identifiable health information require covered entities to comply with the privacy standards adopted by the U.S. Department of Health and Human Services as they may be amended from time to time (codified at 45 C.F.R Parts 160 and 164) ("Privacy Standards"). The Privacy Standards require Chandler to ensure that business associates who receive confidential information in the course of providing services on behalf of Chandler comply with certain obligations regarding the confidentiality of health information. The parties agree to comply with the terms of the Business Associate Agreement, attached hereto as Exhibit A, and incorporated herein by reference.

**CONFIDENTIALITY AFTER TERMINATION.** The confidentiality provisions of this Agreement shall remain in full force and effect after the termination of this Agreement.



**NOTICES.** All notices required or permitted under this Agreement shall be in writing and shall be deemed delivered when delivered in person or deposited in the United States mail, postage prepaid, addressed as follows:

**IF** for Chandler Police Department:

\_\_\_\_\_  
250 East Chicago Street  
Chandler, AZ 85225

**IF** for Crisis Preparation and Recovery, Inc. :

Amy Paul, PsyD  
Chief Clinical Officer  
1400 E Southern Ave, #735  
Tempe, AZ 85282

Such address may be changed from time to time by either party by providing written notice to the other in the manner set forth above.

**MEDICARE ACCESS TO RECORDS.** If the value or cost of services rendered to Chandler pursuant to this Agreement is \$10,000 or more over a 12-month period then, until the expiration of four years after furnishing of services hereunder, CPR shall, upon written request, make available to the Secretary of the Department of Health and Human Services (the "Secretary"), the Secretary's duly-authorized representative, the Comptroller General or the Comptroller General's duly-authorized representative, such books, documents and records as may be necessary to certify the nature and extent of the cost of such services. If any services are performed by way of subcontract with another organization and the value or cost of such subcontracted services is \$10,000 or more over a 12-month period, such subcontract shall contain and CPR shall enforce a clause to the same effect as immediately above.

**CONTRACTED SERVICES.** Chandler and CPR agree that, in accordance with 42 CFR§482.12(e) "Contracted Services" as applicable, CPR must furnish services that permit Chandler to comply with all applicable Medicare Conditions of Participation and Standards for contracted services for which Kairos is responsible.

Also, the parties agree that, in accordance with R9-10-211(B) of the Arizona Administrative Code, CPR must meet the same standards for quality that Chandler would have to meet if services were provided by Chandler.



# ***Crisis Preparation + Recovery***

It is further agreed that individuals providing services by or on behalf of CPR pursuant to this Agreement shall be subject to all applicable provisions of Chandler's Quality Management Program, and that CPR shall regularly apprise Chandler's wellness team in writing of CPR's recommendations, plans for implementations, and continuing assessment pertaining to such services which shall be reviewed by Chandler for appropriate action and evaluation of CPR's performance.

**INSURANCE.** CPR shall maintain in effect, at all times during the term of this Agreement, insurance adequate to protect Chandler (and their respective employees, members and equipment funded under this Agreement) against such losses as set forth below. CPR shall provide Kairos with a current Certificate of Insurance or a certified copy of the insurance policy naming Kairos as additional insured with an additional insured endorsement.

All such insurance policies shall contain the following endorsements: (1) that a certificate of insurance be provided to Chandler when insurance coverage is effected; (2) written notice be given to Chandler at least thirty (30) days prior to termination, cancellation, or reduction in coverage in any policy; and (3) Chandler is to be included as an additional named insured.

**ENTIRE AGREEMENT.** This Agreement contains the entire agreement of the parties and there are no other promises or conditions in any other agreement whether oral or written. This Agreement supersedes any prior written or oral agreements between the parties.

**AMENDMENT.** This Agreement may be modified or amended if the amendment is made in writing and is signed by both parties.

**SEVERABILITY.** If any provision of this Agreement shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court finds that any provision of this Agreement is invalid or unenforceable, but that by limiting such provision it would become valid and enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited.

**WAIVER OF CONTRACTUAL RIGHT.** The failure of either party to enforce any provision of this Agreement shall not be construed as a waiver or limitation of that party's right to subsequently enforce and compel strict compliance with every provision of this Agreement.

**APPLICABLE LAW.** This Agreement shall be governed by the laws of the State of Arizona.



# Crisis Preparation + Recovery

**ACCEPTANCE:**

Party receiving services:

City of Chandler, Arizona  
An Arizona Municipal Corporation  
250 East Chicago Street  
Chandler, AZ 85225

By: \_\_\_\_\_

Its: Mayor

Date: \_\_\_\_\_

Approved As to Form:

*Ean White*

\_\_\_\_\_  
City Attorney

Party providing services:

Crisis Preparation and Recovery, Inc.  
1400 E Southern Ave, #735  
Tempe, AZ 85282

By: *Amy Paul*

Amy Paul, PsyD

Its: Chief Clinical Officer

Date: July 26, 2024

Attest:

\_\_\_\_\_  
City Clerk