



REDEMPTION COUNSELING CENTER

SERVICE AGREEMENT

This Service Agreement (“Agreement”) is being made between:

1. City of Flagstaff (CoF) with administrative offices located at 211 West Aspen Avenue, Flagstaff, AZ 86004; and
2. Redemption Counseling Center, Inc. (“RCC”), a non-profit organization located at 3009 N West St Flagstaff, AZ 86004.

CoF and RCC may also be referred to as “Party” or together as the “Parties” below. The Parties are entering into this Agreement this 11th day of July, 2025 (the “Effective Date”).

I. Purpose

The purpose of this Agreement is to establish the conditions by which RCC will provide clinical mental health assessments and related services to specified CoF staff (Flagstaff Fire Department employees and Flagstaff Police Department employees) (“Scope of Work”).

II. Term

- a. The initial term of the Agreement will be for three (3) months beginning on the Effective Date.
- b. During the initial term, CoF will pay RCC a total of \$97,957.50 for the services as outlined in this Agreement.
- c. After the end of the initial term of three (3) months, CoF has the option to renew with a nine (9) month contract and any subsequent renewal terms. CoF must notify RCC of its intention to exercise the option for renewal by August 30, 2025.
- d. The Agreement has four (4), one (1)-year renewal options unless either Party provides notice of its intent to terminate the Agreement at least sixty (60) days before the current term expires.
- e. Annually, at the renewal date, RCC will receive a 5% increase in services-to cover inflation and cost of living increases. RCC, a least sixty (60) days before the current term expires, will provide an updated Schedule A identifying the 5% increase in services costs.

III. Scope of Work

- a. Ongoing/Crisis Counseling Appointments: RCC will hold 42 on-going/crisis counseling sessions each week for Flagstaff Fire Department employees and Flagstaff Police Department employees.



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- i. On-going counseling appointments will be 45-50 minutes long (unless otherwise arranged).
 - ii. On-going counseling appointments will be scheduled by the CoF employee and counselor.
 - iii. RCC will bill CoF for any additional on-going appointments (outside of the contracted number) according to the rate specified by Schedule A should CoF approve in writing that it is permissible for employees to utilize more sessions than the contracted amount.
- b. De-briefing Appointments
- i. De-briefing appointments are counseling appointments designed to debrief a critical incident experienced by the CoF employee.
 - ii. De-briefings will be provided to CoF employees as requested, following traumatic events. It is the responsibility of the departments to notify RCC if a de-briefing is needed.
 - iii. CoF will be provided 24 de-briefings appointments over the course of 12 months, 12 for Flagstaff Fire and 12 for Flagstaff Police Department.
 - iv. RCC will bill CoF for any additional de-briefings (outside of the contracted number) according to the rate specified by Schedule A, should CoF approve in writing that it is permissible to hold additional de-briefing sessions.
- c. Trainings
- i. RCC will provide hour-long quarterly mental health trainings to employees of the Flagstaff Fire Department and Flagstaff Police Department.
 - ii. The dates will be mutually agreed upon at quarterly leadership meetings.
 - iii. It is the responsibility of CoF to invite employees to the trainings and to provide physical space and technology support for the trainings.

IV. Insurance Coverage

- a. General: RCC shall carry \$2,000,000 of Commercial General Liability insurance and the State of Arizona statutorily required amount of insurance for Automotive Liability, Workers' Compensation and Employer's Liability Insurance.
- b. Professional Liability: To the extent necessary to perform the Scope of Work identified in this Agreement, RCC shall carry \$2,000,000 of relevant Professional Liability insurance.



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- c. If requested by CoF, RCC shall provide a Certificate of Insurance to CoF documenting this coverage.

V. Services Provided, Billing, Tracking and Referrals

- a. RCC agrees to reserve 42 therapist hours/week. RCC also agrees to provide 24 de-briefings over the course of 12 months. These services will be reserved and billed on a monthly basis regardless of utilization, in order to provide stability and availability of counseling services to CoF employees.
- b. RCC will be closed for 10 holidays a year and will not be available to provide services on those days.
- c. RCC will invoice CoF prior to the month services are provided.
- d. CoF agrees to pay for services 14 days before the start of each month.
- e. In the event that CoF would like to utilize additional services to those listed in Schedule A, CoF can request additional sessions on a case by case basis which will be paid out according to Schedule A listed below.
- f. If a CoF employee wishes to seek counseling elsewhere, RCC will provide the employee with a list of alternative mental health options. These services will not be covered within the confines of this Agreement.
- g. RCC will provide quarterly utilization statistics to CoF for services provided within 15 days of the end of the quarter.

VI. Confidentiality

- a. The Parties acknowledge and understand that CoF is a public entity, and required to comply with Arizona public records disclosure laws, wherever applicable. However, subject to the limitations and qualifications set forth herein, it is the stated intention of the Parties to maintain strict confidentiality in all interactions, to the full extent permissible under local, state, and federal law.
- b. The Parties shall comply with all applicable local, state, and federal confidentiality and privacy laws and regulations, including, but not limited to HIPAA (if applicable). Nothing in this Agreement shall require, or be construed to require either Party to violate such provisions of law or subject either Party to liability or render such Party to breach of this Agreement for adhering to such provisions of law. Confidential Information may include, but is not limited to, personally identifiable health information, and other personally identifiable information, such as financial, employment, or police records (“Confidential Information”).



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- i. Confidential Information may be supplied to RCC solely for the purposes of performance under this Agreement and RCC agrees not to use this data for any other purpose or to disclose the data to any third party.
- ii. RCC agrees to take all reasonable and appropriate action to prevent such disclosure by its employees or agents. The confidentiality covenants contained herein will survive the termination or cancellation of this Agreement. This obligation of confidentiality will not apply to information that:
 1. is in the public domain, either at the time of disclosure or afterwards, except by breach of this Agreement by a Party or its employees or agents;
 2. a Party can establish by reasonable proof was in that Party's possession at the time of initial disclosure;
 3. a Party receives from a third party who has a right to disclose it to the receiving Party; or
 4. is the subject of a court order, subpoena, or other legitimate disclosure request or demand under the Arizona Public Records Law, A.R.S. § 39-121.01 or similar applicable public disclosure laws governing this Agreement; provided, however, that in the event you receive a public records, subpoena or other similar applicable request or demand, you will give CoF prompt notice and otherwise perform the functions required by applicable law.
- c. Further, RCC will maintain the confidentiality of any information shared with RCC by a CoF employee on an intake form, during on-going counseling, during crisis counseling, or during any follow-up counseling or de-briefing appointment. Unless otherwise required by law, RCC will not share any such information with CoF, its representatives, or any third party, including whether or not a counselor recommends any follow-up counseling for a CoF employee.
- d. Any violation by RCC of any provision under this Confidential Information section shall constitute a material breach of this Agreement, and as such CoF reserves the right to terminate the Agreement immediately without penalty and pursue any remedies allowed by law to prevent or remedy a breach by RCC of its obligations to the Confidential Information section, to include injunctive relief.

VII. Independent Contractor Status

- a. RCC will operate as an independent contractor and not as an officer, agent, servant, or employee of CoF.
 - i. RCC will be solely responsible for the acts and omissions of its officers, agents, servants, and employees. As an independent contractor, RCC is responsible for the payment of all applicable income and employment taxes and for providing all workers' compensation insurance required by law.



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- ii. RCC will operate as an independent entity and none of the employees of RCC are to be considered employees of CoF. RCC employees are not eligible for CoF group health insurance or other benefits.
- iii. If applicable, RCC will be solely responsible for offering health insurance to its employees as required by the Affordable Care Act, and for any penalties charged to it by the Internal Revenue Service for noncompliance with the Affordable Care Act, if any.
- iv. In performance of services within this Agreement, RCC shall determine his/her/its necessary hours of work. RCC shall provide whatever tools; equipment, vehicles, and supplies RCC may determine to be necessary in performance of services hereunder. RCC may establish offices in such locations within or outside Arizona, as RCC may determine to be necessary for the performance of services hereunder and shall be responsible for all expenses of operation of said office, including expenses incurred in hiring employees and assistants to RCC.
- v. RCC has no authority to enter into contracts or agreements on behalf of CoF. This Agreement does not create a partnership between the Parties.
- vi. RCC shall ensure that all individuals performing any portion of the therapeutic services outlined in this Agreement are either licensed in accordance with the laws and regulations of the State of Arizona, or are directly supervised by a licensed provider as required by such laws and regulations.

VIII. Amendment and Entirety of the Agreement

- a. This document constitutes the entire agreement between the Parties with respect to the subject matter hereto and supersedes all previous proposals, both oral and written, negotiations, representations, commitments, writings, agreements and other communications between the Parties.
- b. Any price adjustment must be approved by mutual written consent of the parties through a formal amendment. The City Manager or his/her designee may approve an amendment if the total amount of the Agreement as amended is less than \$100,000; otherwise, City Council approval is required.

IX. Waiver

- a. The failure of either Party at any time to require performance by the other Party of any provisions hereof will in no way affect the Party's subsequent rights and obligations under that provision. Waiver by either Party of the breach of any provision hereof will not be taken or held to be a waiver of any succeeding breach of such provision or as waiver of such provision itself.



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X. Non-Assignment

- a. This Agreement is non-assignable. Any attempt to assign any of the rights, duties or obligations of this Agreement is void.
- b. Any notice given in connection with this Agreement must be given in writing and delivered either by hand to the party or by certified mail-return receipt to the Party's place of business as set forth above.

XI. Choice of Law

- a. Any dispute under this Agreement or related to this Agreement will be decided in accordance with the laws of Coconino County in the State of Arizona.

XII. Severability

- a. If any part of this Agreement is held to be unenforceable, the rest of the Agreement will nevertheless remain in full force and effect.

XIII. Termination

- a. Non-Appropriation: The CoF may terminate the Agreement due to budget constraints and non-appropriation of funds for the following fiscal year, without penalty or liability to RCC.
- b. For Convenience: Either Party may terminate for any reason by giving the other Party written notice no less than 30 days prior to the date of termination. If the Agreement is so terminated, the CoF's payment obligation under the Agreement shall be for those services completed prior to the effective date of the termination.
- c. Conflict of Interest: Pursuant to A.R.S. § 38-511, if the CoF identifies a conflict of interest in the award or performance of the Agreement, the CoF may cancel the Agreement within three (3) years after its execution, without penalty or further liability to RCC.
- d. Payment Upon Termination: Upon termination of the Agreement, and within thirty (30) days from receipt of the RCC's final invoice, the CoF will pay RCC for satisfactory performance up until the effective date of termination.

XIV. Immigration Laws

- a. A breach of applicable state immigration laws relating to the employment of personnel shall constitute a material breach of this Agreement.



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XV. Forced Labor of Ethnic Uyghurs

- a. RCC hereby certifies that it does not use the forced labor of ethnic Uyghurs in the People's Republic of China as defined in A.R.S. § 35-394, et seq.

XVI. No Boycott of Israel

- a. Pursuant to A.R.S. §§ 35-393 and 35-393.01, if a Party has over ten (10) employees and the Agreement is worth at least \$100,000, the Party shall certify that it is not currently engaged in, and agrees, for the duration of the Agreement, will not engage in a boycott of Israel.

XVII. Authority to Sign

- a. RCC warrants that the person signing below is authorized to sign on behalf of RCC and obligates RCC to the above terms and conditions.
- b. CoF warrants that the person signing below is authorized to sign on behalf of CoF and obligates CoF to the above terms and conditions.

IN WITNESS WHEREOF the parties hereto have executed this Agreement as of the date hereinbefore indicated.

(Remainder of Page Intentionally Blank)



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Redemption Counseling Center
Service Agreement
City of Flagstaff

City of Flagstaff:

Mark A. Gaillard

City Manager

ATTEST:

Georganna Staskey for

CITY CLERK

APPROVED AS TO FORM:

Christina A. Kinnear

Digitally signed by Christina A. Kinnear
DN: cn=Christina A. Kinnear, o=City of
Flagstaff, ou=City Attorney,
email=christina.kinnear@flagstaffaz.go
v, c=US
Date: 2025.07.11 13:31:45 -07'00'

CITY ATTORNEY'S OFFICE

Notice to Proceed:

Patrick Brown

Digitally signed by Patrick Brown
Date: 2025.07.11 14:49:25 -07'00'



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Redemption Counseling Center
Service Agreement
City of Flagstaff

Redemption Counseling Center

7/11/2025

Emily Neuman Bauerle, LCSW
Executive Director & Board President

7/11/2025

Joshua Szyman
Board Secretary



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SCHEDULE A

BREAKDOWN OF COSTS:

	Rate	Frequency	Total
Flagstaff Fire Department			
Annual Intakes	\$162	110	\$17,820
Debriefings and/or Crisis Appointments	\$142	12	\$1,704
			\$19,524
Flagstaff Police Department			
Annual Intakes	\$162	180	\$29,160
Debriefings and/or Crisis Appointments	\$142	12	\$1,704
			\$30,864
Shared Costs			
Ongoing Counseling Appointments for Flagstaff Fire Department and Flagstaff Police Department	\$142	2175	\$308,850
Quarterly Trainings for employees	\$648	4	\$2,592
Administration			\$10,000
Legal Fees			\$20,000
			\$341,442
TOTAL			\$391,830
Quarter 1: July 1- September 30, 2025			\$97,957.50
Quarter 2: October 1 - December 31, 2025			\$97,957.50
Quarter 3: January 1 -March 30, 2025			\$97,957.50
Quarter 4: April 1 - June 30, 2025			\$97,957.50