

**PROFESSIONAL SERVICES AGREEMENT
(Not Construction Related)
AGREEMENT FOR
EMPLOYEE ASSISTANCE PROGRAM (EAP),
CRAIG TIGER ACT ADMINISTRATION, AND DOT SERVICES**

This Professional Services Agreement ("Agreement") is entered into and effective between CITY OF GLENDALE, an Arizona municipal corporation ("City") and ComPsych Employee Assistance Programs, Inc., an Illinois Corporation, authorized to do business in the State of Arizona, ("Consultant") as of the _____ day of _____, 2023 ("Effective Date").

RECITALS

- A. City desires to retain the professional services of Consultant to perform certain specific duties and produce the specific work as set forth in the attached **Exhibit A**, Project Scope of Work ("Scope");
- B. Consultant desires to provide City with professional services ("Services") consistent with best consulting or architectural practices and the standards set forth in this Agreement, in order to complete the Project; and
- C. City and Consultant desire to memorialize their agreement with this document.

AGREEMENT

The parties hereby agree as follows:

1. Key Personnel; Other Consultants and Subcontractors.

1.1 Professional Services. Consultant will provide all Services necessary to assure the Project is completed timely and efficiently consistent within 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 consultants or contractors, retained by City.

1.2 Project Team.

a. Project Manager.

- (1) Consultant will designate an employee as Project Manager with sufficient training, knowledge, and experience to, in the City's opinion, complete the project and handle all aspects of the Project such that the work produced by Consultant is consistent with applicable standards as detailed in this Agreement; and
- (2) The City must approve the designated Project Manager.

b. Project Team.

- (1) The Project Manager and all other employees assigned to the Project by Consultant will comprise the "Project Team."
- (2) Project Manager will have responsibility for and will supervise all other employees assigned to the Project by Consultant.

c. Discharge, Reassign, Replacement.

- (1) Consultant will not discharge, reassign, replace or diminish the responsibilities of the project manager assigned to the Project who have been approved by City without City's prior written consent unless that person leaves the employment of Consultant, in which event the substitute must first be approved in writing by City.
- (2) Consultant 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. Subcontractors. Consultant shall not engage any subcontractor for the work or services to be performed under 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. **Consultant's Work.**
- 3.1 **Standard.** Consultant must perform Services in accordance with the standards of due diligence, care, and quality prevailing among consultants 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.** Consultant warrants that:
 - a. Consultant currently holds all appropriate and required licenses, registrations and other approvals necessary for the lawful furnishing of Services ("Approvals"); and
 - b. Neither Consultant nor any Subconsultant 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 Consultant's contracting ability.
 - (2) Consultant must notify City immediately if any Approvals or Debarment changes during the Agreement's duration. The failure of the Consultant 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.

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 will require any Sub-contractor to be bound to the same requirements as stated within this section. Consultant, and on behalf of any subcontractors, warrants compliance with this section.
 - 3.4 **Coordination: Interaction.**
 - a. For projects that the City believes requires the coordination of various professional services, Consultant 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, Consultant will meet to review the Project, Schedule, Project Budget, and in-progress work with Coordinating 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, Consultant 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, Consultant grants to City 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) Consultant 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. Consultant 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 Consultant, the City agrees to indemnify and hold Consultant harmless from any claim arising out of the Work Product.

(3) In such case, City will also remove any seal and title block from the Work Product.

4. Compensation for the Project.

4.1 Compensation. Consultant's compensation for the Project, including those furnished by its Subconsultants or Subcontractors will not exceed \$932,000.00 as specifically detailed in **Exhibit B** ("Compensation").

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

a. Adjustments to 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 Consultant without prior written authorization from the City.

c. Notwithstanding the incorporation of the Exhibits to this Agreement by reference, should any conflict arise between the provisions of this Agreement and the provisions found in the Exhibits and accompanying attachments, the provisions of this Agreement shall take priority and govern the conduct of the parties.

4.3 Allowances. An "Allowance" may be identified in **Exhibit B** only for work that is required by the Scope and the value of which cannot reasonably be quantified at the time of this Agreement.

a. As stated in Sec. 4.1 above, the Compensation must incorporate all Allowance amounts identified in **Exhibit B** and any unused allowance at the completion of the Project will remain with City.

b. Consultant may not add any mark-up for work identified as an Allowance and which is to be performed by a Subconsultant.

c. Consultant will not use any portion of an Allowance without prior written authorization from the City.

d. Examples of Allowance items include, but are not limited to, subsurface pothole investigations, survey, geotechnical investigations, public participation, radio path studies and material testing.

4.4 Expenses. City will reimburse Consultant for certain out-of-pocket expenses necessarily incurred by Consultant in connection with this Agreement, without mark-up (the "Reimbursable Expenses"), including, but not limited to, document reproduction, materials for book preparation, postage,

courier and overnight delivery costs incurred with Federal Express or similar carriers, travel and car mileage, subject to the following:

- a. Mileage, airfare, lodging and other travel expenses will be reimbursable only to the extent ~~these would, if incurred, be reimbursed to City of Glendale personnel under its policies and procedures for business travel expense reimbursement made available to Consultant for review prior to the Agreement's execution, and which policies and procedures will be furnished to Consultant;~~
- b. The Reimbursable Expenses in this section are approved in advance by City in writing; and
- c. The total of all Reimbursable Expenses paid to Consultant in connection with this Agreement will not exceed the "not to exceed" amount identified for Reimbursable Services in the Compensation.

5. Billings and Payment.

5.1 Applications.

- a. Consultant 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.

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 Consultant and its Subconsultants; and
 - (2) Unconditional waivers and releases on final payment from all Subconsultants 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 45 days following the date of delivery.

- a. Consultant will be equitably compensated for Services 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.

6.2 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 Services furnished, City will pay the amount due to Consultant, less City's damages, in accordance with the provisions of Sec. 5.

- 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.~~
7. **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.
8. **Insurance.** For the duration of the term of this Agreement, Consultant shall procure and maintain insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of all tasks or work necessary to complete the Project as herein defined. Such insurance shall cover Consultant, its agent(s), representative(s), employee(s) and any subcontractors.
 - 8.1 **Minimum Scope and Limit of Insurance.** Coverage must be at least as broad as:
 - a. Commercial General Liability (CGL): Insurance Services Office Form CG 00 01, including products and completed operations, with limits of no less than **\$1,000,000** per occurrence for bodily injury, personal injury, and property damage. 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.
 - b. Automobile Liability: Insurance Services Office Form Number CA 0001 covering Code 1 (any auto), with limits no less than **\$1,000,000** per accident for bodily injury and property damage.
 - c. Professional Liability. Consultant must maintain a Professional Liability insurance covering errors and omissions arising out of the work or services performed by Consultant, or anyone employed by Consultant, or anyone for whose acts, mistakes, errors and omissions Consultant is legally liability, with a liability insurance limit of **\$1,000,000** for each claim and a **\$1,000,000** annual aggregate limit.
 - d. Worker's Compensation: Insurance as required by the State of Arizona, with Statutory Limits, and Employers' Liability insurance with a limit of no less than **\$1,000,000** per accident for bodily injury or disease.
 - 8.2 **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 Subconsultant or Subcontractor or other person or firm employed by Consultant), 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, Consultant will 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.

8.3 **Other Insurance Provisions.** The insurance policies required by the Section above must contain, or be endorsed to contain the following insurance provisions:

a. **The City, its officers, officials, employees and volunteers are to be covered as additional insureds** of the CGL and automobile policies for any liability arising from or in connection with the performance of all tasks or work necessary to complete the Project as herein defined. Such liability may arise, but is not limited to, liability for materials, parts or equipment furnished in connection with any tasks, or work performed by Consultant or on its behalf and for liability arising from automobiles owned, leased, hired or borrowed on behalf of the Consultant. General liability coverage can be provided in the form of an endorsement to the Consultant's existing insurance policies, provided such endorsement is at least as broad as ISO Form CG 20 10, 11 85 or both CG 20 10 and CG 23 37, if later revisions are used.

b. For any claims related to this Project, the **Consultant's insurance coverage shall be primary insurance** with respect to 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 in excess of the Consultant's insurance and shall not contribute with it.

c. Each insurance policy required by this Section shall provide that coverage shall not be canceled, except after providing notice to the City.

8.4 **Acceptability of Insurers.** Insurance is to be placed with insurers with a current A.M. Best rating of no less than A: VII, unless the Consultant has obtained prior approval from the City stating that a non-conforming insurer is acceptable to the City.

8.5 **Waiver of Subrogation.** **Consultant hereby agrees to waive its rights of subrogation which any insurer may acquire** from Consultant by virtue of the payment of any loss. Consultant agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation. The Workers' Compensation Policy shall be endorsed with a waiver of subrogation in favor of the City for all work performed by the Consultant, its employees, agent(s) and subcontractor(s).

8.6 **Verification of Coverage.** Within 15 days of the Effective Date of this Agreement, Consultant shall furnish the City with original certificates and amendatory endorsements, or copies of any applicable insurance language making the coverage required by this Agreement effective. All certificates and endorsements must be received and approved by the City before work commences. Failure to obtain, submit or secure the City's approval of the required insurance policies, certificates or endorsements prior to the City's agreement that work may commence shall not waive the Consultant's obligations to obtain and verify insurance coverage as otherwise provided in this Section. The City reserves the right to require complete, certified copies of all required insurance policies, including any endorsements or amendments, required by this Agreement at any time during the Term stated herein.

Consultant's failure to obtain, submit or secure the City's approval of the required insurance policies, certificates or endorsements shall not be considered a Force Majeure or defense for any failure by the Consultant to comply with the terms and conditions of the Agreement, including any schedule for performance or completion of the Project.

8.7 **Subcontractors.** Consultant shall require and shall verify that all subcontractors maintain insurance meeting all requirements of this Agreement.

8.8 **Special Risk or Circumstances.** The City may request modification of these insurance requirements, including any limits of coverage, based on the nature of the risk, prior experience, insurer, coverage or other circumstances unique to the Consultant, the Project or the insurer. Any modification will be mutually agreed upon.

9. **E-verify, Records and Audits.** To the extent applicable under A.R.S. § 41-4401, the Consultant warrant their compliance and that of its subconsultants 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). The Consultant or subconsultant's breach of this warranty shall be deemed a material breach of the Agreement and may result in the termination of the Agreement by the City under the terms of this Agreement. The City retains the legal right to randomly inspect the papers and records of the other party to ensure that the other party is complying with the above-mentioned warranty. The Consultant and subconsultant warrant to keep their respective papers and records open for random inspection during normal business hours by the other party. The parties shall cooperate with the City's random inspections, including granting the inspecting party entry rights onto their respective properties to perform the random inspections and waiving their respective rights to keep such papers and records confidential.
10. **No Boycott of Israel.** To the extent A.R.S. § 35-393 through § 35-393.03 are applicable, the parties hereby certify that they are not currently engaged in, and agree for the duration of the Agreement to not engage in, a boycott of goods or services from Israel, as that term is defined in A.R.S. § 35-393.
11. **Attestation of PCI Compliance.** When applicable, the Consultant will provide the City annually with a Payment Card Industry Data Security Standard (PCI DSS) attestation of compliance certificate signed by an officer of Consultant with oversight responsibility.

12. **Notices.**

12.1 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).
- 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 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; 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.
- e. Digitalized signatures and copies of signatures will have the same effect as original signatures.

12.2 Representatives.

- a. 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:

ComPsych Employee Assistance Programs, Inc.
c/o Erika Ryan
455 N Cityfront Plaza Dr., 13th Floor
Chicago, IL 60611
AND

ComPsych Employee Assistance Programs, Inc.
c/o Legal Department
455 N Cityfront Plaza Dr., 13th Floor
Chicago, IL 60611

- 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 Vicki Moss, HR Benefit Administrator
 5850 W Glendale Ave B56
 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
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- 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 the City Manager and the City Attorney.
 - (3) 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.
- d. 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.

13. **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.

14. **Entire Agreement; Survival; Counterparts; Signatures.**

14.1 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, if any, any addendums and the response submitted by the Contractor are incorporated into this Agreement as if attached hereto. Any Contractor response modifies the original solicitation as stated. Inconsistencies between the solicitation, any addendums and the response or any excerpts and this Agreement will be resolved by the terms and conditions stated in this Agreement.

14.2 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.

- 14.3 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.
- 14.4 Amendment. No amendment to this Agreement will be binding unless in writing and executed by the parties. Electronic signature blocks do not constitute execution for purposes of this Agreement. Any amendment may be subject to City Council approval.
- 14.5 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.
- 14.6 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 reformed to conform with applicable law.
- 14.7 Counterparts. This Agreement may be executed in counterparts, and all counterparts will together comprise one instrument.

15. Term.

- 15.1 Renewals. The term of this Agreement commences upon the effective date and continues for a one (1) year initial period. The City may, at its option and with the approval of the Consultant, extend the term of this Agreement an additional four (4), renewable on an annual basis. Consultant will be notified in writing by the City of its intent to extend the Agreement period at least thirty (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 and will be a determining factor for any renewal. There are no automatic renewals of this Agreement.
- 15.2 Extension for Procurement Process. Upon the expiration of the Term of this Agreement, including the initial term and any renewals, at the City's sole discretion, this Agreement may be extended on a month-to-month basis for a maximum of six (6) months to allow for the City to complete its procurement process to select a vendor to provide the services/materials similar to those provided under this Agreement. The City will notify the Contractor in writing of its intent to extend the Agreement at least thirty (30) calendar days prior to the expiration of the Term. Any extension provided under this subsection will continue under the same terms and conditions as in effect immediately prior to the expiration of the then-current term.

16. Dispute Resolution. Any controversy or claim arising out of or relating to this contract, or the breach thereof, shall be settled by arbitration administered according to the American Arbitration Association's Commercial Arbitration Rules, and judgment on the award rendered by the arbitrator may be entered in any court having jurisdiction thereof.

17. Cooperative Use of Contract. This agreement may be extended for use by other governmental agencies And political subdivisions of the State. 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.mesaaz.gov/business/purchasing/save>

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

Exhibit A	Scope of Work
Exhibit B	Compensation

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

City of Glendale,
an Arizona municipal corporation

By: Kevin Phelps
Its: City Manager

ATTEST:

Julie K. Bower (SEAL)
City Clerk

APPROVED AS TO FORM:

Michael D. Bailey
City Attorney

CompPsych Employee Assistance Programs, Inc.,
an Illinois Corporation



By: Adam Gotskind
Its: General Counsel

EXHIBIT A
Professional Services Agreement

SCOPE OF WORK

See attached Exhibit A.

EXHIBIT B
Professional Services Agreement

COMPENSATION

See attached Exhibit B.

EXHIBIT B
Professional Services Agreement

COMPENSATION

See attached Exhibit B.

EXHIBIT A

PROFESSIONAL SERVICES AGREEMENT

SCOPE OF WORK

- **Account Management:** Client will be assigned an account manager who will serve as the contact person and provide Client with reports and feedback on the program.

- **Training:** Provide Client with up to four (4) hours of a combination of the following types of customary training/promotional services per contract year; 1) employee/supervisor orientation sessions (in-person or via Webinar), and 2) personal development workshops. A ComPsych representative will also attend up to two (2) health fairs per year. Each training session will be a minimum of thirty (30) minutes in length and same-day training sessions must run consecutively, unless otherwise mutually agreed upon. All training sessions must be attended by a minimum of eight (8) participants. In the event a training session is attended by less than eight participants, the session shall count as two sessions (for example for a 1-hour training session, the session shall count as a 2-hour session if there are less than 8 participants). Training must be scheduled thirty days in advance.

- **Program Promotion:** ComPsych will provide customary promotional materials announcing and explaining the program to Client employees. Also included in the cost of the Program is a one-time home mailer that will be sent to employees upon launch of the Program.

- **Assessment, Counseling and Referral:** Assess the presenting problem of each participant requesting services and provide a maximum of eight (8) sessions per presenting problem if such problem is determined by ComPsych to be resolvable within the above number of sessions. If the participant's presenting problem is determined not to be resolvable in the above number of sessions, the participant will be referred for alternative services after assessment.

- **Critical Incident Stress Debriefing:** ComPsych will provide critical incident stress debriefing services as and when determined necessary by Client.

- **Supervisor Consultation:** ComPsych professionals are available to provide technical support and policy-based information to supervisors and managers of Client.

- **Management Report:** ComPsych will prepare and provide to Client customary statistical management reports, without disclosure of the identity of any Participant utilizing the program services.

- **Service Access:** Toll free telephone line access to guidance coordinators.

- **LegalConnect:** Provide Client employees and their family members with telephonic legal information and local referral upon request. If a local referral is requested, the employee or their family member shall be entitled to a free thirty-minute consultation and thereafter a 25% reduction in the attorney's customary rates. However, ComPsych does not guarantee the availability of discounted fees in certain rural areas. The decision as to whether or not to utilize a resource identified by ComPsych shall rest solely with the Participant who has the sole and independent obligation to decide whether or not to retain such resource. ComPsych does not assume any liability with regard to the services performed by any resource.
- **FinancialConnect:** Provide Client employees and their family members with telephonic financial information regarding their personal finances and related issues.
- **FamilySource:** Provide Client employees and their family members with child and/or elder care resources in the Participant's community. In addition, provide information on automobile purchases, relocation, pet services, apartment shopping, and mortgages. ComPsych does not control and is not responsible for the quality of services rendered by resources nor does ComPsych review or monitor their activities. A referral by ComPsych to a resource is not a recommendation, approval or representation by ComPsych regarding the standards, quality, competence or adequacy of such resource or its agents and employees or its facilities. The decision as to whether or not to utilize a resource identified by ComPsych shall rest solely with the Participant who has the sole and independent obligation to decide whether or not to contract with or otherwise retain or employ such resource. ComPsych does not assume any liability with regard to the services performed by any resource. FamilySource services are defined as individual employee/family member requests that are completed by providing information and, if applicable, local referrals based on a Participant's specific criteria. Any requests by Client for information to be used as a company "directory" or "guide," such as multi-state, multi-county, or multi-zip code searches, are outside the scope of FamilySource services and development of such directories or guides will be billed at a rate of \$125/hour.
- **GuidanceResources Online:** Online (via www.guidanceresources.com) information, resources, tools and other features on topics such as health & wellness, law & regulations, family & relationships, work & education, money & investments, consumer & leisure and home & auto.
- **DOT Services:** ComPsych shall coordinate referrals to and compensate Substance Abuse Professionals. Substance Abuse Professionals shall provide required services and communicate directly with Client's designated employer representative. It is agreed and acknowledged that ComPsych shall have no responsibility or liability whatsoever to Client, its employees or any other person, firm, corporation, or entity for any employment related decisions made by Client.
- **Management Referrals:** When City needs to refer an employee to the EAP, ComPsych's management referral specialists assist City's managers/supervisors or human resources professionals throughout the process. Referrals can be either informal or formal. An informal referral occurs when an employee comes to his or her manager with an issue, or when a manager identifies an issue during initial performance and disciplinary discussions. The manager reminds the employee that he or she can voluntarily access the EAP for assistance. A formal referral occurs when a manager/supervisor directs the employee to utilize EAP services after informing the employee that performance or behavior issues are impacting productivity or when a policy such as drug-free workplace has been violated. When a formal referral is made, ComPsych will discuss the referral process, provide a consent form for release of information, and agree to a timetable for informing human resources of the employee's attendance at sessions, progress and compliance with the treatment plan. For Management Referrals that are initiated due to substance abuse concerns, the employee will be referred to a Substance Abuse Professional. It is agreed and acknowledged that ComPsych shall have

no responsibility or liability whatsoever to City, its employees or any other person, firm, corporation or entity for any employment related decisions made by City.

○ **HB 2502 Process and Reporting:**

- a. Client's employee Peace (Police) Officers or Firefighters contact ComPsych to initiate counseling or telemedicine behavioral health services related to witnessing or being directly involved in a **traumatic event while in the course of duty** (as defined under AZ HB 2502, including death or maiming of self, police officers, firefighters or other human beings; responding to or directly involved in criminal investigations of dangerous crimes against children; rescue from life endangering activities; use of or being subject to deadly force; witnessing or directly involved in investigation of a child drowning or near-drowning).
- b. ComPsych opens a case and assigns a case manager to:
 - i. Triage and coordinate requested services from the eligible employee Police or Firefighter
 - ii. Make a referral directly to the eligible employee Police or Firefighter for a licensed mental health professional (Psychologist or Psychiatrist) in the employee's geographic area, for up to twelve (12) counseling visits, and up to an additional twenty-four (24) counseling visits (within twelve (12) months of the initial visit), if recommended by the treating licensed, mental health professional
 - iii. Notify referred provider to report to ComPsych if a fitness for duty concern arises
 - iv. Obtain Authorization forms from employee Police or Firefighter, that authorizes ComPsych to notify Client representatives about fitness for duty if the licensed mental health professional deems the employee not fit for duty
 - v. Refer employees to Client for billing and payment processes if employee chooses to receive services from a non-ComPsych (out-of-network) licensed mental health professional
- c. ComPsych will provide Client with periodic monthly reports about cumulative, year-to-date de-identified information regarding the usage of the services for each of Police Officer and Firefighter categories of persons, to include:
 - i. Number of participants in each category of persons
 - ii. Average number of visits per participant
 - iii. Average number of months each individual participates
 - iv. The percentage of individuals that received additional sessions beyond 12, and
 - v. Number of individuals deemed not fit for duty

GuidanceResources Program Services

EAP Services

- Local in-person EAP assessment, referral counseling and brief treatment (up to eight (8) sessions, per issue per employee/family member per year)
 - For First Responders (Fire, Police, Dispatch, Public Safety) we will offer an availability search prior to providing a referral. For counseling that qualifies as "Traumatic Event Counseling," (witnessing death; drowning of a child; rescue in the line of duty; using deadly force; being subjected to deadly force; criminal investigation involving children), we will authorize up to thirty-six (36) counseling sessions to be used within 12 months.
- Community resource referrals to supplement EAP counseling
- Network management
- Individual follow-up and satisfaction surveys
- Critical incident response services: expert management consultation and prompt on-site services to lessen the impact of traumatic events (telephonic consultation is unlimited; Thirty (30) on-site CISM hours are included per year (up to five hours for natural disaster); additional CISM services are available for \$265/hour
- Management consultation and referrals
- Drug-free workplace and DOT policy consultation, substance use assessments and case oversight
 - All cases related to alcohol/substance use must be referred to a SAP at \$840 per case
- DOT case oversight at \$840 per case

Work-Life Services

- Family care services (FamilySource): Customized research, tailored educational materials, and prescreened referrals for child care, adoption, elder care, education, pet care and personal convenience services
- Legal services (LegalConnect): Unlimited phone information on legal issues by ComPsych staff attorneys; free 30-minute assessment and 25 percent discount off fees when in-person representation is necessary
- Financial services (FinancialConnect): Unlimited phone information on financial issues by ComPsych staff CPAs and CFPs

Program Administration Services Toll-free access 24 hours a day, seven days a week, to counseling and crisis intervention by master's-level clinicians

- GuidanceResources Online: Glendale-specific, online interactive services
- Unlimited program utilization
- Program literature—promotional brochures, wallet cards and semiannual posters and fliers
- Program evaluation, reporting and account management
- Program orientation, training and personal development workshops. ComPsych included a bank of four (4) on-site hours per contract year in our quoted fees Additional training is available for \$190/hour.
- ComPsych attendance and representation at two (2) health fairs per year

EXHIBIT B – COMPENSATION FEE SCHEDULE

METHOD AND AMOUNT OF COMPENSATION

1. EMPLOYEE ASSISTANCE PROGRAM (EAP) ADMINISTRATIVE FEES

- a. Contractor will invoice the City monthly for Administrative Services. Fee will be based on actual headcount. Illustration below assumes 1764 employees.

PEPM rates are guaranteed for five years

Administration Fee	CY 2023	CY 2024	CY 2025	CY 2026	CY 2027
Total PEPM	\$1.56	\$1.56	\$1.56	\$1.56	\$1.56
Monthly Premium	\$2,795.52	\$2,795.52	\$2,795.52	\$2,795.52	\$2,795.52
Annual Premium	\$33,546.24	\$33,546.24	\$33,546.24	\$33,546.24	\$33,546.24

2. ARIZONA DEPARTMENT OF TRANSPORTATION AND/OR SUBSTANCE USE CASE MANAGEMENT

- a. Contractor will invoice the City \$840 per case administered

Fees assume no more than 10 incidents per contract year

Administration Fee	CY 2023	CY 2024	CY 2025	CY 2026	CY 2027
Per Case	\$840	\$840	\$840	\$840	\$840
Annual Premium	\$8,400.00	\$8,400.00	\$8,400.00	\$8,400.00	\$8,400.00

3. SELF-FUNDED CRAIG TIGER ACT-TRAUMATIC EVENT COUNSELING SERVICES

Arizona Revised Statute sec. 23-908

- a. For out-of-network services, City of Glendale is responsible for the actual cost of the counseling services provided to the sworn public safety employee plus an administrative fee of \$425.00 per case. For in-network services, Contractor will invoice the City \$175.00 per session.
- b. ComPsych will bill the City monthly for the actual cost of the counseling

Average Monthly Claim Cost	CY 2023	CY 2024	CY 2025	CY 2026	CY 2027
Monthly Average	12,000	12,000	12,000	12,000	12,000
Annual Premium	\$144,000.00	\$144,000.00	\$144,000.00	\$144,000.00	\$144,000.00

NOT TO EXCEED AMOUNT

- **Total cost of Administration Fees (EAP, ADOT & MISC) will not exceed** Forty-Two Thousand dollars (\$42,000) annually or Two Hundred and Eight Thousand dollars (\$208,000) for the entire term of the contract.
- **Total cost for funding Traumatic Events** shall not exceed One Hundred Forty-Four Thousand dollars (\$144,000) annually or Seven Hundred Twenty Thousand (\$720,000) dollars for the entire term of the contract

- **Total cost for all services shall not exceed** shall not exceed One Hundred Eight-Seven Thousand Four Hundred (\$187,400) dollars annually or Nine Hundred Thirty-Two Thousand (\$932,000) dollars for the term of the contract.
- Fees are based on headcount and actual utilization of services. If the budget set forth herein is not sufficient to cover headcount or actual utilization, the City will increase such budget or Contractor may suspend services.

DETAILED FEE SCHEDULE

	Rate
8-session EAP, LegalConnect, FinancialConnect, FamilySource and GuidanceResources Online	\$1.56 per employee per month
First Responders Availability Searches and Traumatic Event Counseling (up to 36 sessions in 12 months)	In Network: \$175.00 per session Out-Of-Network: Case rate of \$425.00 per case plus provider session fees (session fees billed on a pass-through basis).
On-site Counseling Services	Included
Substance Use/Alcohol/SAP Cases	\$840 per case
DOT services	\$840 per case
On-site CISM services	Bank of 30 hours per year
Orientations, Training and Personal Development Workshops	Bank of four (4) hours per year
Health Fair Attendance/Representation	Two (2) events per year

For CISM and training purposes, ComPsych uses local GuidanceExperts and trainers/facilitators whenever possible, so travel is rarely required. When travel is required, it will be billed upon terms which both parties mutually agree



Glendale

Procurement Sole Source and Special Procurement Request

(ONCE FORM IS COMPLETED AND SIGNED BY DIRECTOR, PLEASE SEND TO YOUR PROCUREMENT LIASON)

REQUESTOR INFORMATION:

Requestor: Vicki Moss

Date: 11/17/2022

Department: Human Resources

Phone Number: 623-930-2297

Email Address: Vmoss@glendaleaz.com

Return To: Vicki Moss

PROPOSED VENDOR INFORMATION:

Proposed Vendor: ComPsych

Proposed Vendor Contact: Jonah Landon,

jlandon@compsych.com

Proposed Vendor Address: 455 N Cityfront Plaza Dr.

City, State and Zip Code: Chicago, IL 60611

Vendor Phone: 312-595-4085

Vendor Fax:

Sole Source

Special Procurement

Procurement method requested:

PURCHASE INFORMATION:

Total Cost of this Order: *\$208,000 for EAP/DOT services and \$720,000 for Traumatic Event services for Sworn PD/Fire for the life of the contract*

One time purchase: Yes No

Federal Money: Yes No

If yes, explain funding source:

Org #: 70305019 / Object #: 521110 / For EAP & DOT services. Traumatic Event Services to be charged backed to the individual department.

Description of the product or service requested: *Services include counseling services for a broad range of personal concerns; individual traumatic event counseling for all Public Safety sworn personnel (Craig Tiger Act); onsite critical incident stress debriefings; supervisor referrals; and substance abuse professional services.*

In accordance with Finance Administrative Policy No. 1, I have conducted a good faith review of available sources and determine that there is only one known and/or one practical source for the required items in accordance with the Guidelines for Justification attached.

REQUESTOR CERTIFICATION:

Requestor *Vicki Moss*
Vicki Moss

Division Human Resources

Date 11/17/2022

DEPARTMENT DIRECTOR APPROVAL:

Director *Jim Brown*
Jim Brown

Division Human Resources

Date 11/22/2022

MATERIALS MANAGER APPROVAL:

In accordance with Finance Administrative Policy No. 1, I have conducted a good faith review of this request and agree that there is only one known and/or one practical source for the required items in accordance with the Guidelines for Justification attached.

Levi D. Gibson, CPA, M.Acc.
Materials Manager *Levi D. Gibson*

Date *11/21/2022*

Procurement requires reevaluation and resubmission of a Sole Source Request for this procurement:

Single Use Only:

Annually:

End of first term of Contract:

End of Contract, including any extensions:



Procurement Sole Source and Special Procurement Request

(ONCE FORM IS COMPLETED AND SIGNED BY DIRECTOR, PLEASE SEND TO YOUR PROCUREMENT LIASON)

Check the reason(s) below to identify why you have determined the purchase is a **Sole Source or Special Procurement** and attach supporting documentation. Use only column. A purchase cannot be BOTH a sole source and a special procurement

SOLE SOURCE	SPECIAL PROCURMENT
<input type="checkbox"/> Compatibility. Indicate system, make, model and function <input type="checkbox"/> Unique repair/replacement item. Identify item to be used with previous PO number item purchased, and warranty period <input type="checkbox"/> Supplementary or necessary part required from same manufacturer. Identify in-house equipment and use with existing system <input type="checkbox"/> Unique Item <input type="checkbox"/> Unique Service <input type="checkbox"/> Proprietary Specifications (Copyright, patented, etc.) <input type="checkbox"/> Other reasons, if not above. Explain in detail	<input type="checkbox"/> Presents such limited competition that a competitive bid or proposal process cannot reasonably be used <input type="checkbox"/> Discourages the use of a competitive bid or proposal as it will result in a substantially higher cost to the city, or will otherwise impair the city's financial interests <input type="checkbox"/> Substantially impede the city's administrative functions or the delivery of services to the public <input type="checkbox"/> Does not qualify as a sole source or emergency <input checked="" type="checkbox"/> Has only one provider with the experience and capability to successfully perform the contract <input type="checkbox"/> Presents a significant time constraint as the need was not known in sufficient time to allow for competitive procurement and time is of the essence <input type="checkbox"/> Other reasons, if not above. Explain in detail

JUSTIFICATION:

Use the Guidelines for Justification of the selected reason(s) above, and provide a full explanation of your reason that the product/service is a sole source or special procurement: *ComPsych is not unique in the field of providing an Employee Assistance Program. They are unique in that they also provide Administrative Services for DOT referrals and tracking as well as Administrative Services for the Craig Tiger Act. Finding one (1) vendor that performs all three (3) services in rare. A surveyed of the local cities concluded that ComPsych was in fact the only vendor performing both EAP services and Craig Tiger Administration. Other cities were administering Craig Tiger in-house or Public Safety was administering it internally.*

MANDATORY RESEARCH DOCUMENTATION REQUIREMENT:

Provide a detailed explanation of efforts made to determine the availability of the product or service from any other vendor, including other distributors: Solicited all gvt entites in Maricopa county to find out who they are using. Based on feedback,

PREPARER NOTE: If this is a vehicle or technology purchase, concurrence of the Fleet Director or the IT Director will be required.

ADDITIONAL APPROVAL:

IT Director _____

Fleet Director _____

Date _____



Glendale
CITY

Procurement Sole Source and Special Procurement Request

(ONCE FORM IS COMPLETED AND SIGNED BY DIRECTOR, PLEASE SEND TO YOUR PROCUREMENT LIASON)

Approval of a vendor as a sole source or a special procurement only determines the procurement method. Council approval and a signed contract may also be required.