

CLERK'S CONTRACT and AGREEMENT COVER PAGE

Legistar File ID#: 2015-0653

Innoprise Contract #: C16-0073

Year: 2016+

Amount: \$30,000.00

Department: Admin - Stephana P.

Contract Type: Vendor Agreement

Contractors Name: Metropolitan Family Services/Southwest

Contract Description: Crisis Response

Letter of Transmittal



Date: June 29, 2016

To: Ms. Jean Xoubi
Metropolitan Family Services
10537 South Roberts Road
Palos Hills, IL 60465
708-974-5130

From: Denise Domalewski, Contract Administrator
Village of Orland Park
14700 S. Ravinia Ave.
Orland Park, IL 60462
708-403-6173
708-403-9212 (fax)
ddomalewski@orlandpark.org

Ms. Xoubi,

Enclosed is a copy of the fully executed agreement for Crisis Response with the Village of Orland Park.

Regards,


Denise Domalewski

VILLAGE OF ORLAND PARK
Crisis Response
(Contract for Services)

This Contract is made this 1st day of January, 2016 by and between The Village of Orland Park (hereinafter referred to as the "VILLAGE") and Metropolitan Family Services Southwest (hereinafter referred to as the "CONTRACTOR").

WITNESSETH

In consideration of the promises and covenants made herein by the VILLAGE and the CONTRACTOR (hereinafter referred to collectively as the "PARTIES,") the PARTIES agree as follows:

SECTION 1: THE CONTRACT DOCUMENTS: This Contract shall include the following documents (hereinafter referred to as the "CONTRACT DOCUMENTS") however this Contract takes precedence and controls over any contrary provision in any of the CONTRACT DOCUMENTS. The Contract, including the CONTRACT DOCUMENTS, expresses the entire agreement between the PARTIES and where it modifies, adds to or deletes provisions in other CONTRACT DOCUMENTS, the Contract's provisions shall prevail. Provisions in the CONTRACT DOCUMENTS unmodified by this Contract shall be in full force and effect in their unaltered condition.

This Contract
The Terms and Conditions
The proposal submitted by CONTRACTOR to the extent it does not conflict with this contract

SECTION 2: SCOPE OF THE WORK AND PAYMENT: The CONTRACTOR agrees to provide labor, equipment and materials necessary to provide the services as described in the CONTRACT DOCUMENTS and further described below:

To provide the Orland Park Police Department with crisis intervention services, community outreach and training.

Crisis Intervention Program:

1. To provide crisis intervention coverage to the Orland Park Police Department, 24 hours a day, 7 days a week, 365 days a year. Crisis intervention services may be requested by the Police Department to assist such situations as family domestic issues, youth lockouts, suicide threats, or general counseling support. Referrals will be screened through the shift commanders and/or appropriated supervisory personnel, who will then authorize contact with the Crisis Intervention Program staff.
2. A crisis counselor will be made available to respond to crisis calls as requested by the Police Department. The crisis counselor will go to the Orland Park Police Station for the purpose of

conducting a clinical assessment and referral when the situation requires such evaluation. The crisis counselor is to be provided with a work area in the Police Station that is conducive to confidential assessments, and has a telephone that the counselor can use. The crisis counselor will endeavor to provide for a 60 minute response time to the crisis site. After the situation has been deemed safe by the counselor, the requesting police officers will be excused from the scene while the counselor continues to provide counseling.

3. The crisis counselor will be provided with the appropriate identification that states the affiliation with the Orland Park Police Department.
4. It is understood and mutually agreed upon that professional standards and ethics require universal guarantee of client confidentiality, and personal data regarding content of any communication between a client and a counselor will be disclosed in compliance with the Mental Health and Developmental Disabilities Confidentiality Act.

Please note: Pricing is based on an estimated case load of 70-75 clients per year.

24 hour on call availability (evenings, weekends, holidays)	\$8,000.00
On-site Emergency Response and Crisis Intervention	\$5,000.00
Post-crisis Intervention and Follow-up Counseling (up to 4 sessions per referral)	\$15,000.00
Program Administration/Documentation	<u>\$2,000.00</u>
Total Annual Cost (75 Clients)	\$30,000.00

(hereinafter referred to as the "WORK") AND THE VILLAGE agrees to pay the CONTRACTOR pursuant to the provisions of the Local Government Prompt Payment Act (50 ILCS 505/1 et seq.) the following amount for performance of the described services:

TOTAL: an amount not to exceed Thirty thousand and No/100 (\$30,000) Dollars per year, invoiced monthly by contractor.

SECTION 3: ASSIGNMENT: CONTRACTOR shall not assign the duties and obligations involved in the performance of the WORK which is the subject matter of this Contract without the written consent of the VILLAGE.

SECTION 4: TERM OF THE CONTRACT: The term of the services contract herein granted shall be one (1) year commencing on January 1, 2016, with the option to renew the contract for four (4) additional one-year terms on anniversary date, unless either party, at its sole option, shall have given the other party at least thirty (30) days prior written notice of its intent not to extend the contract.

SECTION 5: INDEMNIFICATION AND INSURANCE: The CONTRACTOR shall indemnify and hold harmless the VILLAGE, its trustees, officers, directors, agents, employees and representatives and assigns, from lawsuits, actions, costs (including attorneys' fees), claims or liability of any character, incurred due to the alleged negligence of the CONTRACTOR, brought because of any injuries or damages received or sustained by any person, persons or property on account of any act or omission, neglect or

misconduct of said CONTRACTOR, its officers, agents and/or employees arising out of, or in performance of any of the provisions of the CONTRACT DOCUMENTS, including any claims or amounts recovered for any infringements of patent, trademark or copyright; or from any claims or amounts arising or recovered under the "Worker's Compensation Act" or any other law, ordinance, order or decree. In connection with any such claims, lawsuits, actions or liabilities, the VILLAGE, its trustees, officers, directors, agents, employees, representatives and their assigns shall have the right to defense counsel of their choice. The CONTRACTOR shall be solely liable for all costs of such defense and for all expenses, fees, judgments, settlements and all other costs arising out of such claims, lawsuits, actions or liabilities.

The Contractor shall not make any settlement or compromise of a lawsuit or claim, or fail to pursue any available avenue of appeal of any adverse judgment, without the approval of the Village and any other indemnified party. The Village or any other indemnified party, in its or their sole discretion, shall have the option of being represented by its or their own counsel. If this option is exercised, then the Contractor shall promptly reimburse the Village or other indemnified party, upon written demand, for any expenses, including but not limited to court costs, reasonable attorneys' and witnesses' fees and other expenses of litigation incurred by the Village or other indemnified party in connection therewith.

Execution of this Contract by the VILLAGE is contingent upon receipt of Insurance Certificates provided by the CONTRACTOR in compliance with the CONTRACT DOCUMENTS.

SECTION 6: COMPLIANCE WITH LAWS: CONTRACTOR agrees to comply with all federal, state and local laws, ordinances, statutes, rules and regulations including but not limited to the Illinois Human Rights Act as follows: CONTRACTOR hereby agrees that this contract shall be performed in compliance with all requirements of the Illinois Human Rights Act, 775 ILCS 5/1-101 et seq., and that the CONTRACTOR and its subcontractors shall not engage in any prohibited form of discrimination in employment as defined in that Act and shall maintain a sexual harassment policy as the Act requires. The CONTRACTOR shall maintain, and require that its subcontractors maintain, policies of equal employment opportunity which shall prohibit discrimination against any employee or applicant for employment on the basis of race, religion, color, sex, national origin, ancestry, citizenship status, age, marital status, physical or mental disability unrelated to the individual's ability to perform the essential functions of the job, association with a person with a disability, or unfavorable discharge from military service. CONTRACTOR and all subcontractors shall comply with all requirements of the Act and of the Rules of the Illinois Department of Human Rights with regard to posting information on employees' rights under the Act. CONTRACTOR and all subcontractors shall place appropriate statements identifying their companies as equal opportunity employers in all advertisements for workers to be employed in work to be performed under this contract.

The CONTRACTOR shall obtain all necessary local and state licenses and/or permits that may be required for performance of the WORK and provide those licenses to the VILLAGE prior to commencement of the WORK.

SECTION 7: NOTICE: Where notice is required by the CONTRACT DOCUMENTS it shall be considered received if it is delivered in person, sent by registered United States mail, return receipt

requested, delivered by messenger or mail service with a signed receipt, sent by facsimile or e-mail with an acknowledgment of receipt, to the following:

To the VILLAGE:

Denise Domalewski
Contract Administrator
Village of Orland Park
14700 South Ravinia Avenue
Orland Park, Illinois 60462
Telephone: 708-403-6173
Facsimile: 708-403-9212
e-mail: ddomalewski@orlandpark.org

To the CONTRACTOR:

Jean Xoubi
Metropolitan Family Services
10537 South Roberts Road
Palos Hills, Illinois 60465
Telephone: 708-974-5130
Facsimile: 708-974-2498
e-mail:

or to such other person or persons or to such other address or addresses as may be provided by either party to the other party.

SECTION 8: STANDARD OF SERVICE: Services shall be rendered to the highest professional standards to meet or exceed those standards met by others providing the same or similar services in the Chicagoland area. Sufficient competent personnel shall be provided who with supervision shall complete the services required within the time allowed for performance. The CONTRACTOR'S personnel shall, at all times present a neat appearance and shall be trained to handle all contact with Village residents or Village employees in a respectful manner. At the request of the Village Manager or a designee, the CONTRACTOR shall replace any incompetent, abusive or disorderly person in its employ.

SECTION 9: PAYMENTS TO OTHER PARTIES: The CONTRACTOR shall not obligate the VILLAGE to make payments to third parties or make promises or representations to third parties on behalf of the VILLAGE without prior written approval of the Village Manager or a designee.

SECTION 10: COMPLIANCE: CONTRACTOR shall comply with all of the requirements of the Contract Documents, including, but not limited to, the Illinois Prevailing Wage Act where applicable and all other applicable local, state and federal statutes, ordinances, codes, rules and regulations.

SECTION 11: LAW AND VENUE: The laws of the State of Illinois shall govern this Contract and venue for legal disputes shall be Cook County, Illinois.

SECTION 12: MODIFICATION: This Contract may be modified only by a written amendment signed by both PARTIES.

SECTION 13: COUNTERPARTS: This Contract may be executed in two (2) or more counterparts, each of which taken together, shall constitute one and the same instrument.

This Contract shall become effective on the date first shown herein and upon execution by duly authorized agents of the parties.

FOR: THE VILLAGE FOR:

By: _____

Paul G. Grimes

Print Name: Village Manager

Its: Village Manager

Date: 6/22/16

THE CONTRACTOR

By: _____

Print Name: Colleen M. Jones, LCSW

Its: Executive Vice President & COO

Date: 6/16/16