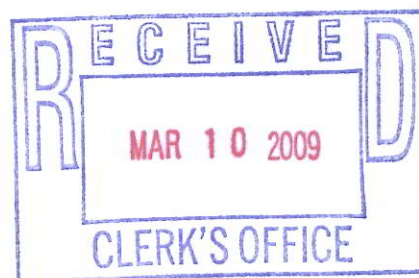


Clerk's Contract and Agreement Cover Page

Year:	2009	Legistar File ID#:	2008-0686
Multi Year:	☐	Amount	\$66,000.00
Contract Type:		Services	
Contractor's Name:		Metropolitan Family Services	
Contractor's AKA:			
Execution Date:		1/1/2009	
Termination Date:		12/31/2013	
Renewal Date:		12/31/2009	
Department:		Administration/Village Manager	
Originating Person:		Stephana Przybylski	
Contract Description:		Crisis Intervention and Employee Assistance Program 2009	



Tuesday, March 10, 2009

MAYOR
Daniel J. McLaughlin

VILLAGE CLERK
David P. Maher

14700 S. Ravinia Ave.
Orland Park, IL 60462
(708) 403-6100



VILLAGE HALL

TRUSTEES
Bernard A. Murphy
Kathleen M. Fenton
Brad S. O'Halloran
James V. Dodge
Edward G. Schussler III
Patricia Gira

March 10, 2009

Sierra Brescia M.Ed., LCPC
Metropolitan Family Services
10537 South Roberts Road
Palos Hills, Illinois 60465

Crisis Intervention and Employee Assistance Program 2009 Contract

Dear Ms. Brescia:

For your records I have enclosed the contract for Crisis Intervention and Employee Assistance 2009 Program for an amount not to exceed Sixty-Six Thousand and No/100 (\$66,000.00) Dollars annually.

Please contact Stephana Przybylski at (708) 403-6166 with any questions regarding this contract.

Sincerely,

Denise Domalewski
Contract Administrator

cc: Stephana Przybylski

MAYOR
Daniel J. McLaughlin

VILLAGE CLERK
David P. Maher

14700 S. Ravinia Ave.
Orland Park, IL 60462
(708) 403-6100



VILLAGE HALL

TRUSTEES
Bernard A. Murphy
Kathleen M. Fenton
Brad S. O'Halloran
James V. Dodge
Edward G. Schussler III
Patricia Gira

January 28, 2009

Sierra Brescia M.Ed., LCPC
Metropolitan Family Services
10537 South Roberts Road
Palos Hills, Illinois 60465

Crisis Intervention and Employee Assistance Program 2009 Contract

Dear Ms. Brescia:

This notification is to inform you that on November 3, 2008, the Village of Orland Park Board of Trustees approved awarding Metropolitan Family Services the contract for Crisis Intervention and Employee Assistance Program for an amount not to exceed Sixty-Six Thousand and No/100 (\$66,000.00) Dollars annually.

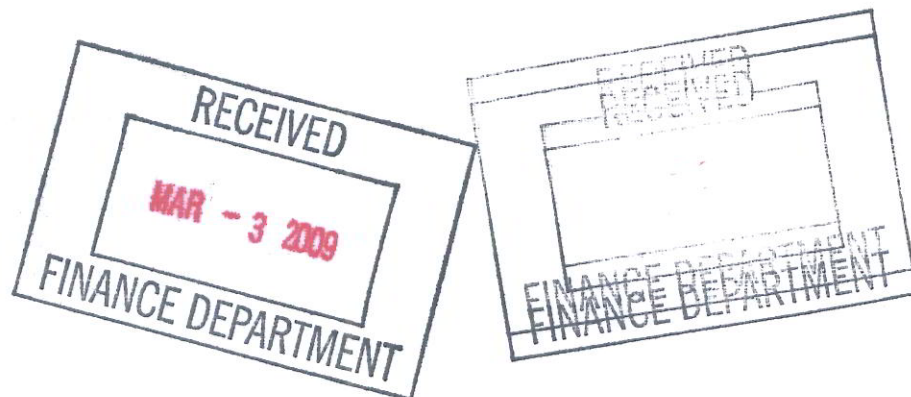
Enclosed is the Contract for Crisis Intervention and Employee Assistance Program 2009. Please sign two (2) copies and return them both directly to me. I will obtain signatures to fully execute the Contract and one original executed Contract will be returned to you.

Please deliver this information directly to me, Denise Domalewski, Contract Administrator, at Village Hall located at 14700 S. Ravinia Ave., Orland Park, IL 60462. If you have any questions, please do not hesitate to call me at 708-403-6173 or e-mail me at ddomalewski@orland-park.il.us.

Sincerely,

Contract Administrator

cc: Stephana Przybylski



Denise Domalewski

From: Brescia, Sierra [BresciaS@metrofamily.org]
Sent: Monday, March 02, 2009 9:14 AM
To: Denise Domalewski
Subject: Metropolitan Family Services Contract

Hi Denise,

I wanted to notify you that I have mailed out our signed contract to you today. We had to make one change with regards to our response time on page 2. It was written to be 30-45 minutes and it was changed to 60 minutes. Our Executive Director and I initialed the change on the contract. We have been going by a 60 minute response time for several years. If you have any questions about this, feel free to contact me at 708-974-5130.

Thank you,

Sierra Brescia, M.Ed., LCPC

VILLAGE OF ORLAND PARK
Crisis Intervention & EAP
(Contract for Services)

This Contract is made this **1st day of January, 2009** 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

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, and to provide employee assistance to all full-time employees and their families.

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

60 minutes mdr
counselor will endeavor to provide for a 30-45 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.

Employee Assistance Program:

Assessment services will be provided to full-time employees of the Village of Orland Park and their families, at the request of the employee or at the request of the village's Employee Assistance Administrator.

(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: **Sixty-Six Thousand and No/100 (\$66,000) 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, 2009, 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@orland-park.il.us

To the CONTRACTOR:
Ellen Corbet, LCPC, AMH Program Manager
Suzzanna Dobes, LCPC, Program Supervisor
Sierra Brescia M.Ed., LCPC
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

By: _____

Print Name: _____

Its: _____

Village Manager

Date: _____

3/4/09

FOR: THE CONTRACTOR

By: _____

Print Name: _____

Its: _____

Executive Director

Date: _____

February 17, 2009.