PROFESSIONAL SERVICES – REQUEST FOR APPROVAL

Title: Mental Health Services for Adult Detention Center

Debt: Corrections
Contact Person: Daniel Keen
Ext.: 4407

Description (service, justification, and use):

The St. Charles County Adult Detention Facility is in need of professional services with a Licensed Professional Counselor (LPC) to provide on-site inmate/detainee mental health services while incarcerated. Services include mental health counseling, suicide risk assessments, crisis management, coping and life skills counseling, and substance abuse counseling.

LPC- will be onsite 5 days per week and work up to 40 hours each week.
LPC must provide demonstrative evidence of experience in skillfully and proficiently conducting suicide risk assessments,
LPC must participate in the Multidisciplinary Team Meetings once per month with medical and security staff.
LPC must provide professional recommendations / oversight of the Suicide Prevention Program and collaborate with the on-site Suicide Prevention Coordinator,
LPC will utilize the on-site Electronic Medical Records System.

If awarded this contract will begin on March 1, 2021.

Award to: Comfort Consulting, LLC
Location: 71 Madeira Ct. St. Charles MO 63304

Was the vendor pre-qualified? Yes ☑ No ☐

Total negotiated price: $176,800
Contract term: 12 months with 0 renewals.

Price breakdown (if applicable): $55 ph. 40 hours pw. 52 weeks.

Proposal opening held on: ____________________________ Opened by: ____________________________

Account number to be charged for purchase: 001-7500-43343

If paying for with grant funds, please indicate (1) grant name, (2) total grant amount, (3) what portion of purchase is being paid for by a grant, and (4) when grant period ends as applicable:
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Additional RFQs/RFPs Received

The following additional responses were received:

Vendor: __________________________ Location: __________________________

Vendor: __________________________ Location: __________________________

Vendor: __________________________ Location: __________________________

Vendor: __________________________ Location: __________________________

Vendor: __________________________ Location: __________________________

Vendor: __________________________ Location: __________________________

☑ Sole source justification memos from (1) dept. and (2) vendor attached.

Department Director/Elected Official must sign the request prior to routing to the Purchasing Manager.

[Signature]
Date: 2/5/21

[Signature]
Date: 2/9/21

Approval or Concurrence of Director of Finance

BELOW ONLY TO BE COMPLETED FOR PROPOSALS AT LEAST $15,000 AND LESS THAN $50,000. See Instructions at the top of pg. 1.

[Signature]
Date
AGREEMENT

THIS AGREEMENT, is entered into on the date of the last signature below, by and between ST. CHARLES COUNTY, MISSOURI (hereinafter "County") and COMFORT CONSULTING, LLC, the Missouri limited liability company (hereinafter "Contractor"), for temporary and supplemental mental health staffing services by Contractor subject to the following terms and conditions.

SCOPE OF WORK, SPECIFIC SERVICES, CONTRACT PERIOD.

1. **Scope of Work:** The Contractor hereby represents and warrants that it employs a Licensed Professional Counselor (LPC), that such employee is qualified in the respective field of expertise to competently provide such services, able and willing to provide to COUNTY the following services:

   Provide adult inmate/detainee mental health services at the St. Charles County Adult Detention Facility. These services shall include mental health counseling, suicide risk assessments, crisis management, coping and life skills counseling, and substance abuse counseling.

2. **Specific Services:** The Contractor agrees to perform specific services within the above stated scope of work to include, but not be limited to the following:

   2.1 Primary Licensed Professional Counselor (LPC) will be available on-site or remotely five days per week and work up to 40 hours per week for the Facility,
   2.2 Provide an on-call consultation by telephone at all times (twenty-four hours a day, seven days a week, 365 days a year) when a Psychiatrist is not present in the Facility,
   2.3 Provide professional recommendations/oversight of the Suicide Prevention Program and collaborate with the on-site Suicide Prevention Coordinator
   2.4 Comply with Health Information Portability and Accountability Act (HIPPA) and Prison Rape Elimination Act (PREA),
   2.5 Utilize the on-site Electronic Medical Records system, and
   2.6 Meet with each new inmate within 48 hours of reception at SCCDOC or upon referral

3. **Contract Period:** The Contract Period for the performance of the services described in this Agreement shall commence on the date this Agreement is fully executed and shall end on twelve (12) months from execution of this Agreement. The Contractor shall perform any and/or all services listed herein as accepted by the County for the entire duration of the Contract Period on the pricing terms stated in Section 4. Pricing and Payment of this Agreement.

4. **Pricing and Payment:** County agrees to pay Contractor the Licensed Professional Counselor Bill Rate per hour of eighty-five dollars ($85.00) upon Contractor’s submittal of invoices for mental health services. Upon receipt of such invoices, County shall have five (5) business days to certify that the hours shown are correct and that the work was performed to County’s satisfaction. If County does not raise objections to such invoices within said five (5) business day period, County shall be deemed to have certified that the hours shown are correct and that the work was performed to County’s satisfaction. County shall submit payment to Contractor within thirty (30) day of receipt of invoice and County’s certification that the hours shown are correct and that the work was performed to County’s satisfaction. The maximum amount to be paid to the Contractor for all services provided by the Contractor to the County pursuant to this Agreement shall be one hundred seventy-six thousand and eight hundred dollars ($176,800.00).
GENERAL TERMS AND CONDITIONS

The following General Terms and Conditions shall govern the relationship between the Contractor and the County absolutely and without exceptions.

1. Status as Independent Contractor: The Contractor represents itself to be an independent contractor offering such services to the general public and shall not represent itself or its employees to be an employee of the County. Therefore, the Contractor shall assume all legal and financial responsibility for taxes, FICA, employee fringe benefits, workers’ compensation, employee insurance, minimum wage requirements, overtime, or other such benefits or obligations.

2. Subcontractors: The Contractor will identify all subcontractors, if any, and outline the contractual relationship between the Contractor and each subcontractor by submitting to the County either a copy of the executed subcontract or a letter of agreement over the official signature of the firms involved. County must approve the Contractor’s subcontracting any portion of the services to be provided under this Agreement. The Contractor is responsible for the performance of any obligations stated in this Agreement and shall not be relieved by the non-performance of any subcontractor.

3. Employment of Unauthorized Aliens Prohibited: Pursuant to Section 285.530, RSMo., as a condition for the award of any contract or grant in excess of five thousand dollars by St. Charles County to a business entity, the business entity shall, by sworn affidavit and provision of documentation:

3.1 Enrollment in Federal Work Authorization Program: Affirm its enrollment and participate in the federal work authorization program (E-Verify) with respect to the employees working in connection with the contracted services.

3.1.1 Acceptable enrollment and participation documentation consists of a valid copy of the signature page of the E-Verify Memorandum of Understanding, completed and signed by the Vendor, and the Department of Homeland Security - Verification Division. The online address to enroll in the E-verify program is:


3.1.2 Through its enrollment and participation in a federal work authorization program (E-Verify) the employer business entity shall verify the employment eligibility of every employee in the employer’s hire whose employment commences after the employer enrolls in a federal work authorization program. The employer business entity shall retain a copy of the dated verification report received from the federal government. Any business entity that participates in such program shall have an affirmative defense that such business entity has not violated subsection 1 of this section. [RSMO 285.530 (4)]

3.2 Worker Eligibility Affidavit: Affirm that it does not knowingly employ any person who is an unauthorized alien in connection with the contracted services, through completion of the AFFIDAVIT OF WORK AUTHORIZATION (Business Entities) attached hereto. [RSMO 285.530 (2)]

3.3 Annual Submission Requirement: Any entity contracting with St. Charles County shall only be required to provide the referenced affidavit on an annual basis. Vendors may choose to send the required documentation using one of the following options:
3.3.1 Send the notarized affidavit and E-Verify MOU signature page to: St. Charles County, Attn: Purchasing Manager, 201 N Second Street, Room 541, St. Charles, MO 63301

3.3.2 These documents will be kept on file. The notarized affidavit and E-Verify MOU signature page are valid and current for one (1) year from the date of the notarized affidavit. If the contract period extends past one (1) year, the Contractor shall submit the affidavit on each anniversary date on the affidavit. Failure to comply with this requirement shall be grounds for termination of the Agreement.

4. **Proof of Lawful Presence For Sole Proprietorships and Partnerships:** If the Contractor is a sole proprietorship or partnership, pursuant to Section 208.009, RSMo., each sole proprietor and each general partner shall provide affirmative proof of lawful presence in the United States.

5. **Law of Missouri to Govern:** This Agreement shall be interpreted under and governed by the laws of the State of Missouri without giving effect to conflicts of law principles. The Contractor shall comply with all local, state, and federal laws and regulations relating to this Agreement. Contractor shall solely bear the costs of permits and other relevant costs required in the performance of this Agreement.

6. **Venue:** Any legal action, suit or proceeding brought by the Contractor in any way arising out of or relating to this Agreement shall be brought solely and exclusively in the Circuit Court of St. Charles County, Missouri or the federal district court located in St. Louis, Missouri, and the Contractor irrevocably accepts and submits to the sole and exclusive jurisdiction of such courts, generally and unconditionally. The Contractor shall not bring any legal action, suit or proceeding in any other jurisdiction against the County. The Contractor irrevocably waives and agrees not to assert by way of motion, as a defense or otherwise, any objection that it may now or hereafter have to the venue of any of the aforesaid actions, suits or proceedings in the courts described herein, and further waives and agrees not to plead or claim in any such court that any such action or proceeding brought in any such court has been brought in an inconvenient forum, that the venue of the suit, action or proceeding is improper, the Agreement or the subject matter hereof or thereof may not be enforced in and by such court.

7. **Ownership of Records:** All documents, reports, exhibits, etc., produced by the Contractor at the direction of the County and information supplied by the County shall remain the property of County. The County shall have the right to reproduce and/or use any products derived from the Contractor’s work without payment of any royalties, fees, etc.

8. **Release to Public/Confidentiality:** No material or reports prepared by the Contractor shall be released to the public without the prior consent of the County. The Contractor shall not disclose to third parties confidential factual matters provided by County except as may be required by statute, ordinance, or order of court, or as authorized by the County. The Contractor shall notify the County immediately of any request for such information.

9. **Conflict of Interest:** The Contractor covenants that it presently has no actual conflict of interest or appearance of conflict of interest and shall not acquire any interest, directly or indirectly, which would conflict in any manner or degree with the performance of the services under the Agreement. Contractor further covenants that no person having any such known interest shall be employed or conveyed an interest, directly or indirectly, in this Agreement.

10. **Recordkeeping:** The Contractor must maintain complete and accurate documents and accounting records that relate to the Agreement including electronic copies of all such records and books,
consistently applying generally accepted accounting principles (GAAP) and complying with all applicable laws and regulations. Complete and accurate documents and accounting records shall include all transaction-related documentation, including, but not limited to documentation supporting invoices, purchase orders, bills of lading, tax returns, exemption certificates, and other relevant documents.

10.1 **Availability of Records:** These records must be made available at all reasonable times at no charge to the County and/or the Missouri State Auditor during the term of this Agreement and any extension thereof, and for a period which is the longest of: (a) seven (7) years after the final payment to the Contractor for Services under this Agreement; (b) one (1) year following the resolution of all audits or the conclusion of any litigation with respect to this Agreement; or (c) such longer period of time as required by applicable federal, state, local and/or international laws or regulations, including without limitation tax laws. Upon written request by the County at least five (5) business days in advance, the County (or its authorized representatives) shall have the right to examine any part of these records during Business Hours.

10.2 **Event of Litigation:** Contractor shall, from and after receipt of notice thereof from the County, take reasonable steps to comply with any litigation hold applicable to records and documents that relate to this Agreement.

10.3 **Incorporation of Provision:** The Contractor shall incorporate the substance of this Paragraph 10 into any agreement with any Subcontractor providing or in any way related to the provision of services under this Agreement.

11. **Indemnification:** Contractor agrees to defend (with counsel chosen by the Contractor with consent of the County), indemnify and hold harmless the County, its members, officers, and employees from and against each and every claim, legal action or suit, whether in tort or contract, seeking remedies for any purported liability, losses, damages, and judgments for bodily injury, including death, and property damage, including destruction, arising from matters, actions, activities or operations pertaining to or connected with the Contractor’s performance of its obligations under this Agreement. Notwithstanding the foregoing, in no event shall Contractor’s obligations under this Paragraph 11 exceed the aggregate amount of fees paid to Contractor pursuant to this Agreement.

12. **Insurance:** For proposal purposes, Contractor must submit copies of certificates of insurance documenting the following coverages:

12.1 **Worker’s Compensation and Employer’s Liability:** Statutory WC limits as required by the Statutes of the State of Missouri, (or a qualified self-insurer) and Employers Liability in an amount of no less than $1.0 million.

12.2 **Comprehensive General Liability and Property Damage:** The Contractor shall maintain the following minimum amounts of comprehensive general liability, and property damage insurance coverage during the life of the contract: $1,000,000 for bodily injury or death to any one person and $3,000,000 per occurrence for comprehensive general liability coverage; and property damage coverage of at least $1,000,000. A Combined Single Limit Policy in the amount of $3,000,000 is an acceptable alternative.

12.3 **Medical Malpractice/Professional Liability:** The Contractor shall maintain the following minimum amounts of medical malpractice/professional liability coverage written on a claims made basis in the amount of at least $1,000,000 per claim and at least $3,000,000 in the aggregate.

12.4 **Additional Requirements:** The Comprehensive General Liabilities policies shall be endorsed to include the County as an additional insured and provide for 30 days advance written notice of
IN WITNESS WHEREOF THE PARTIES HAVE ENTERED INTO THIS AGREEMENT ON THE DATE LAST WRITTEN BELOW.

Comfort Consulting, LLC
71 Madeira Ct.
St. Charles, MO 63304

By: ________________________________
   Dona Schaefer, Member
   Comfort Consulting, LLC

ST CHARLES COUNTY, MISSOURI
100 North Third Street
St. Charles MO 63301

By: ________________________________
   Steve Ehlmann
   St. Charles County Executive
CERTIFICATE OF DIRECTOR OF FINANCE

I certify pursuant to § 50.660 RSMo., as amended, that there is a balance otherwise unencumbered to the credit of the appropriation to which this contract is chargeable, and a cash balance otherwise unencumbered in the treasury to the credit of the fund from which payment is to be made, each sufficient to meet this obligation.

[Signature]
Robert W. Schnur, Director of Finance
THIS FORM MUST BE COMPLETED AND ENCLOSED WITH THE QUALIFICATION

Audit Clause for Contracts

Examination of Records

The Firm's records must include records appropriate and applicable to the services performed by Contractor which may include, but not be limited to, accounting records (hard copy, as well as computer readable data), written policies and procedures, sub-consultant files, indirect cost records, overhead allocation records, correspondence, instructions, drawings, receipts, vouchers, memoranda, and any other data relating to this contract shall be open to inspection and subject to audit and/or reproduction by the County Auditor, or a duly authorized representative from the County, at the County's expense. The Firm must preserve all such records for a period of three years, unless permission to destroy them is granted by the County, or for such longer period as may be required by law, after the final payment. Since the Firm is not subject to the Missouri Sunshine Law (Chapter 610, RSMo), information regarding the Firm's operations, obtained during audits, will be kept confidential.

The Firm will require all sub-consultants under this contract to comply with the provisions of this article by including the requirements listed above in written contracts with the sub-consultants.

Firm Information

Company Name: Comfort Consulting, LLC

Business Address: 71 Macario Ct
St. Charles, Mo 63304

Business Hours: ________________________________

Phone: 314-413-6612 Fax: ________________________________

Email address: comfortschafer@ymail.com

Contact Person: Dona Schafer

Authorized Signature: Dona Schafer
(Indicates acceptance of all Qualification terms and conditions)

Date: 2/14/21