AGREEMENT FOR
CRIME VICTIM TRAUMA COUNSELING SERVICES
City of Glendale Solicitation No. RFP 19-11

This Agreement for Crime Victim Trauma Counseling Services ("Agreement") is effective and entered into between CITY OF GLENDALE, an Arizona municipal corporation ("City"), and Dawn Institute, LLC, an Arizona limited liability company, authorized to do business in Arizona, (the "Contractor"), as of the _____ day of ____________, 2019.

RECITALS

A. City intends to undertake a project for the benefit of the public and with public funds that is more fully set forth in Exhibit A, pursuant to Solicitation No. RFP 19-11 (the "Project");
B. City desires to retain the services of Contractor to perform those specific duties and produce the specific work as set forth in the Project attached hereto;
C. City and Contractor desire to memorialize their agreement with this document.

AGREEMENT

In consideration of the Recitals, which are confirmed as true and correct and incorporated by this reference, the mutual promises and covenants contained in this Agreement, and other good and valuable consideration, City and Contractor agree as follows:

1. Key Personnel; Sub-contractors.

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

1.2 Project Team.

a. Project Manager.

(1) Contractor will designate an employee as Project Manager with sufficient training, knowledge, and experience to, in the City's option, complete the Project and handle all aspects of the Project such that the work produced by Contractor is consistent with applicable standards as detailed in this Agreement;

(2) The City must approve the designated Project Manager; and

(3) To assure the Project schedule is met, Project Manager may be required to devote no less than a specific amount of time as set out in Exhibit A.

b. Project Team.

(1) The Project Manager and all other employees assigned to the project by Contractor will comprise the "Project Team."

(2) Project Manager will have responsibility for and will supervise all other employees assigned to the Project by Contractor.

c. Discharge, Reassign, Replacement.

(1) Contractor acknowledges the Project Team is comprised of the same persons and roles for each as may have been identified in the response to the Project's solicitation.
(2) Contractor will not discharge, reassign or replace or diminish the responsibilities of any of the employees assigned to the Project who have been approved by City without City's prior written consent unless that person leaves the employment of Contractor, in which event the substitute must first be approved in writing by City.

(3) Contractor 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. Sub-contractors.

(1) Contractor may engage specific technical contractor (each a "Sub-contractor") to furnish certain service functions.

(2) Contractor will remain fully responsible for Sub-contractor's services.

(3) Sub-contractors must be approved by the City, unless the Sub-contractor was previously mentioned in the response to the solicitation.

(4) Contractor shall certify by letter that contracts with Sub-contractors have been executed incorporating requirements and standards as set forth in 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.


3.1 Standard. Contractor must perform services in accordance with the standards of due diligence, care, and quality prevailing among contractors 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. Contractor warrants that:

a. Contractor and Sub-contractors will hold all appropriate and required licenses, registrations and other approvals necessary for the lawful furnishing of services ("Approvals"); and

b. Neither Contractor nor any Sub-contractor 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 Contractor's contracting ability.

(2) Contractor must notify City immediately if any Approvals or Debarment changes during the Agreement's duration and the failure of the Contractor 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.

Contractor 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. Contractor will require any Sub-contractor to be bound to the same requirements as stated within this section. Contractor, 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, Contractor 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, Contractor 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, Contractor 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, Contractor grants to City, and will cause its Sub-contractors to grant to the City, the 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) Contractor 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. Contractor 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 Contractor, the City agrees to indemnify and hold Contractor harmless from any claim arising out of the Work Product.
      (3) In such case, City shall also remove any seal and title block from the Work Product.

4. Compensation for the Project.

4.1 Compensation. Contractor's compensation for the Project, including those furnished by its Sub-contractors will not exceed $500,000 over the entire term of the Agreement, as specifically detailed in Exhibit B (the "Compensation").

4.2 Change in Scope of Project. The Compensation may be equitably adjusted if the originally contemplated scope of services as outlined in the Project is significantly modified.
   a. Adjustments to the 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 Contractor 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.

5. **Billings and Payment.**

5.1 **Applications.**

a. Contractor 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 or as specified in the solicitation.

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 Contractor and its Sub-contractors; and
   
   (2) Unconditional waivers and releases on final payment from Sub-contractors 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 30 days following the date of delivery.

a. Contractor will be equitably compensated for Goods or Services furnished prior to receipt of the termination notice and for reasonable costs incurred.

b. Contractor 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 Contractor fails to cure any breach of this Agreement within seven days after receipt of written notice specifying the breach.

a. Contractor 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 Contractor for Service and Repair furnished, City will pay the amount due to Contractor, less City's damages, in accordance with the provision of § 5.

b. If City's direct damages exceed amounts otherwise due to Contractor, Contractor must pay the difference to City immediately upon demand; however, Contractor will not be subject to consequential damages of more than $1,000,000 or the amount of this Agreement, whichever is greater.
7. **Conflict.** Contractor 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 \$2,000,000\ for each claim and a \$4,000,000\ 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 effect 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 reserves the right to modify 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.

9. **E-verify, Records and Audits.** To the extent applicable under A.R.S. § 41-4401, the Contractor warrant their compliance and that of its subcontractors 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 Contractor or subcontractor’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 Contractor and subcontractor 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.** The Parties agree that they are not currently engaged in, and agree that for the duration of the Agreement they will not engage in, a boycott of Israel, as that term is defined in A.R.S. §35-393.

11. **Attestation of PCI Compliance.** When applicable, the Contractor will provide the City annually with a Payment Card Industry Data Security Standard (PCI DSS) attestation of compliance certificate signed by an officer of Contractor 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); and

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, or 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 on or before 5:00 p.m.; 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; and

e. Digitalized signatures and copies of signatures will have the same effect as original signatures.

12.2 **Representatives.**

a. **Contractor.** Contractor's representative (the "Contractor's Representative") authorized to act on Contractor's behalf with respect to the Project, and his or her address for Notice delivery is:

   Dawn Institute, LLC
   c/o Crystal Krueger, Manager/Therapist
   12280 W Paso Trail
   Peoria, AZ  85383
   Tel:  623-335-2290
   Email:  crystal@dawninstituteaz.com

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 Melissa Thomas
   Glendale Family Advocacy Center
   6830 N 57th Drive
   Glendale, Arizona  85301
   623-930-3724
With required copy to:
City Manager                   City Attorney
City of Glendale              City of Glendale
5850 West Glendale Avenue    5850 West Glendale Avenue
Glendale, Arizona  85301      Glendale, Arizona  85301

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 City Manager and City Attorney.
(3) City may appoint one or more designees for the purpose of receiving notice by delivery of a written notice to Contractor identifying the designee(s) and their respective addresses for notices.
d. Changes. Contractor 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 Contractor 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, 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 attached as Exhibit A 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. Any amendment may be subject to City Council approval. Electronic signature blocks do not constitute execution.

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 deemed reformed to conform to applicable law.

14.7 Counterparts.  This Agreement may be executed in counterparts, and all counterparts will together comprise one instrument.

15. Term.  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 Contractor, extend the term of this Agreement an additional four (4) years, renewable on an annual basis.  Contractor 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 any such price adjustment will be a determining factor for any renewal.  There are no automatic renewals of this Agreement.

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

   Exhibit A  Project
   Exhibit B  Compensation

(Signatures appear on the following page.)
The parties enter into this Agreement as of the Effective Date shown above.

City of Glendale,
an Arizona municipal corporation

By: Kevin R. Phelps
Its: City Manager

ATTEST:

Julie K. Bower
City Clerk (SEAL)

APPROVED AS TO FORM:

Michael D. Bailey
City Attorney

Dawn Institute, LLC,
an Arizona limited liability company

By: Crystal Krueger
Its: Manager/Therapist
EXHIBIT A
CRIME VICTIM TRAUMA COUNSELING SERVICES
PROJECT

Dawn Institute, LLC shall provide crime victim trauma counseling services for the Glendale Family Advocacy Center on an “as needed” basis in accordance with RFP 19-11 scope of work.

The Contractor or all individuals providing Trauma Counseling Services to Glendale Crime Victims must:

- Have a MASTERS degree (or higher) in Counseling, Psychology, Sociology, or Social Work
- Currently licensed with the Arizona Board of Behavioral Health
- Have specialized experience working with children, adult, and families experiencing trauma
- Clinicians must maintain appropriate clinical supervision as dictated by their professional licenses

The Contractor or individual must show proof of the following documentation:

- Individual or agency malpractice insurance
- Copy of the treating clinicians license through the Arizona Board of Behavioral Health
- Copy of any specialized certificates in trauma specific modalities or advanced training

The Contractor or individual must be willing to:

- Prioritize referrals for victims of crime, with a target goal of having them seen by a clinician within 7 business days of referral
- Collect federal statistical data (demographic) on all referred clients
- Provide a monthly report documenting the amount of counseling services provided and a report on overall progress of the client
- Agree to reimbursement in the amount of $81.25/clinical hour for individual (1:1) counseling services
- Provide a monthly billing statement for reimbursement of services provided
- Clinician and/or agency representative must agree to meet on a quarterly basis for quality assurance review
EXHIBIT B
CRIME VICTIM TRAUMA COUNSELING SERVICES
COMPENSATION

METHOD AND AMOUNT OF COMPENSATION
Payment shall be as per Section 5 of the Agreement and the attached Contractor’s response to RFP 19-11.

NOT-TO-EXCEED AMOUNT
The total amount of compensation paid to Contractor for full completion of all work required by the Project during the entire term of the Project must not exceed $500,000.

DETAILED PROJECT COMPENSATION
See attached Contractor's response to RFP 19-11.
Offerors to complete this Response Workbook and submit as their response to this RFP.

**COVER SHEET**

**OFFEROR NAME:**  Dawn Institute, LLC

**OFFEROR ADDRESS:**  12280 W. Paso Trail/Peoria, AZ 85383
OFFER SHEET  
(Must be printed, signed and returned)

Offeror certifies that they have read, understand, and will fully and faithfully comply with this solicitation, its attachments and any referenced documents. Offeror also certifies that the prices offered were independently developed without consultation with any of the other Offerors or potential Offerors.

Authorized Signature: [Signature]  
Date: 9/6/18

Crystal Krueger  
Dawn Institute, LLC

Printed Name (Authorized Signatory)  
Legal Company Name

Manager/Therapist  
Offeror Certifies it is a (check only one):

Job Title:  
☑ Partnership  
☐ Proprietorship  
☐ Corporation

crystal@dawninstituteaz.com  
12280 W. Paso Trail

Email Address  
Mailing Address

623-335-2290  
Peoria, AZ 85383

Phone Number  
City, State & Zip Code

Questions regarding this offer should be directed to (if different from above):

Crystal Krueger  
623-335-2290  
crystal@dawninstituteaz.com

Contact Name  
Phone Number  
Email Address

FEDERAL TAXPAYER ID NUMBER (Required): 82-3975875

OFFEROR IS A MINORITY OR WOMEN OWNED BUSINESS: ☐ Yes ☑ No

DO YOU HAVE AN ARIZONA TRANSACTION PRIVILEGE TAX (TPT) LICENSE?

☐ Yes, Number _____ Tax Rate: _____ OR ☑ No, not required to have an Arizona TPT License

CONFLICT OF INTEREST (SPECIAL NOTICES):

☑ No, I do not have a conflict of interest

☐ Yes, I have a conflict of interest and response includes the disclosure required (see Exhibit 1, Item #3)

ACKNOWLEDGEMENTS:

By signing this Offer Sheet and submitting the accompanying solicitation response, Offeror is certifying that they have read, understand, and agree to comply with all required terms and conditions provided in the EXHIBITS PACKAGE and checked off below. Failure to provide this acknowledgement will result in disqualification.

☑ Exhibit 1–Special Notices  ☑ Exhibit 2–RFP Standard Terms and Conditions
☑ Exhibit 3–Insurance Requirements  ☑ Exhibit 4–Template Agreement  ☑ Pricing Workbook
REQUIRED RESPONSES

Offeror’s answers to the following questions will comprise the Offeror’s response to this RFP. It should be noted that all attachments or exhibits prepared by the City and referenced herein are incorporated by reference into the Offeror’s response and shall be included in a final contract with the successful Offeror. Information prepared by the Offeror and submitted with their proposal may be incorporated into a final contract (for example program offerings, curriculum, key personnel, or performance metrics).

1. Firm’s Qualifications and Experience. The following information should be included:
   A. A statement of your qualifications, abilities, experience and expertise in providing the requested services.
      1. Include a brief history of your company, mission statement and how many years you have been providing these services. Provide a list of primary services your company currently provides to crime victims to address their needs. Identify the city or county covered in your service. Identify the primary population currently served (i.e. average age range, cultural or racial make-up, etc.). List the major funding sources that currently support your program.
   2. List your key personnel assigned to this contract and their qualifications and experience.
   3. Describe your company’s capacity to deliver high quality crime victim services and why your company should receive funding.
   4. Identify your major collaborative partners (e.g. criminal justice system other crime victim agencies, community programs serving traditionally underserved populations, hospitals, housing agencies, public housing authority, social services, schools, etc.) and describe your collaborative efforts to improve services to crime victims.
   5. References – A minimum of three references, including information about the services provided in relation to those described in this RFP, preferably from other public entities within the State of Arizona for whom you have provided similar services. Include the name of entity, contact person’s name, phone numbers, e-mail addresses, mailing addresses, type of service provided, dates these services were provided.

   (Offeror to include response here)

2. Method of Approach. Clearly define your method of approach including, but not limited to, the following:
   A. Method of Approach - Describe your proposed method of performing the required services.
   B. Describe your equipment, vehicles, supplies and number of staff you will you use to perform services under this contract.
   C. Describe your evaluation procedures you use to gather feedback from crime victims and those you serve.
   D. Describe your administrative support that will be assigned to this contract.
   E. Describe your method of billing or invoicing.
(Offeror to include response here)

**Price Sheet.** Offeror shall submit the Pricing Workbook. Pricing quoted shall include labor, materials, tools, equipment rental, supplies, transportation, licenses, fees, insurance, warranty, profit, and any associated direct or indirect costs. All unit prices shall remain constant regardless of quantities ordered by the City. The City shall not be invoiced at prices higher than those stated in the resultant contract.

All prices quoted shall be firm and fixed for the specified contract period.

**ADDENDUM RESPONSES AND ACKNOWLEDGEMENT**

Attach addendum response(s) and acknowledgement(s) here.

(Offeror to include response here)

**CONFLICT OF INTEREST STATEMENT**

If Offeror indicated they have a conflict of interest on the Offer Sheet, Offeror must provide details here. Please refer to the CONFLICT OF INTEREST section on page 1 of the EXHIBITS PACKAGE for required information to be included here.

(Offeror to include response here)
1. Firm’s qualifications and Experience.
   1. The Dawn Institute, LLC inception date is September 10, 2018. The mission of Dawn Institute, LLC is “Cultivating resilient families through collaborative care, advocacy, and research.” Crystal Krueger, LMFT, a managing partner and sole therapist, has been working with victims in an advocacy center since 2015. During this time Crystal saw the disparity in services and client needs. Fortunately, in an advocacy center setting, she was able to provide additional advocacy for clients. The Dawn Institute, LLC was formed with the intention of continuing to meet the needs of victim regardless of their history or walk of life, primarily the underserved population.
   Crystal’s experience (and anticipated continued services with the launch of Dawn Institute, LLC) included trauma-focused counseling, parent-only sessions to assist parents in tools of parenting, advocacy within the school setting to ensure that educational supports are trauma-informed. Dawn Institute, LLC serves within Maricopa County, specifically victims located in West Valley cities. Crystal has historically worked with children victims with the age range of 5 years to 17 years. However, Crystal anticipates continued services including adult and child victims. The major funding sources currently include victims’ compensation, insurance, and cash pay.
   2. The key personnel assigned to this contract will be Crystal Krueger, LMFT. Her experience includes five years within the mental health field working primarily with child victims and three of those years working in an advocacy center setting. See Exhibit A (CV) for further experience.
   3. Dawn Institute, LLC provides the highest standard of care through ensuring that evidence-based treatments are being trained and monitored regularly. For example, Crystal is trained in Sandtray therapy, Theraplay, Play Therapy, EMDR, and Brainspotting. She is also a Certified Clinical Trauma Specialist. Additionally, she receives quarterly consultation from a Marriage and Family Therapist, weekly consultation from peers within an advocacy center, and monthly EMDR consultation. Crystal’s client capacity is currently only for victims of crime. Dawn Institute, LLC should receive funding as it provides an avenue for victims of crime to receive top of the line services by a highly trained professional that may be difficult to obtain elsewhere.
   4. The collaborative partners of the Dawn Institute, LLC include law enforcement agencies (primarily those in the west valley), victim advocates, school personnel, medical staff, Maricopa County Attorney’s Office, Office of Child Welfare, and forensic interviewers. Dawn Institute, LLC seeks to partner with victim advocates in order to provide clients with additional support services such as housing and social services. Additionally, Dawn Institute is prepared to offer community training within schools, the mental health profession, and within law enforcement to provide education on victim-centered care. Currently, Dawn Institute, LLC partners with the Department of Public Safety on a victim-centered approach to train state troopers to detect child abuse and sex trafficking of minors. Dawn Institute, LLC also partners with schools and school psychologists to provide trauma-informed care training. These are amongst the few community partners Crystal Krueger, LMFT collaborates with in order to assist the community in having a victim-centered approach (see Exhibit A).
5. Southwest Family Advocacy Center  
Kim Escobedo, Victim Advocate  
623-333-7900  
kescobedo@avondale.org  
2333 N. Pebble Creek Parkway/Goodyear, AZ 85395  
Counseling Service and collaboration with victim advocacy  
November 2015 to current

Arizona Department of Public Safety  
Jennifer Pinnow, Major  
602-618-3095  
jpinnow@azdps.gov  
P.O. Box 6638, MD 3900/ Phoenix, AZ 85005  
Trainer for the Interdiction for the Protection of Children  
December 2015 to current

Millennial High School  
Kiersten Walker, School Psychologist  
623-932-7200 x2032  
kwalker@aquafria.org  
14802 W. Wigwam Blvd/ Goodyear, AZ 85395  
January 2017 to current  
Trainer and collaboration on referrals

Childhelp Children’s Center of Arizona  
Maria Navarro, LPC  
602-271-4500  
MNavarro@Childhelp.org  
2120 N Central Ave/ Phoenix, AZ 85004  
Counseling Services  
June 2015 to September 2018

Child Trauma Counseling Services  
Samantha White  
623-521-9043  
sam@ctcounselingservices.com  
2333 N. Pebble Creek Parkway/ Goodyear, AZ 85395  
Collaboration of victim services  
November 2015 to current

2. A. The Dawn Institute, LLC proposes that the Crystal Krueger, LMFT utilize the space of the Glendale Family Advocacy Center (GFAC) one day per week and/or in the late afternoon/evening on one or more weekday(s). Dawn Institute, LLC will schedule in advance the use of
the GFAC therapy room, preferably with a commitment to one full day per week, being consistently the same day each week in an effort to see 5 to 8 clients per week at the GFAC. Crystal Krueger, LMFT will provide evidenced-based trauma treatment using best practices to victims referred by the GFAC. Crystal will provide clients with assessments and evaluations to measure the efficacy of treatment. Crystal will collaborate with the GFAC victim advocates on client referrals and assignments to determine best fit for victim needs and scheduling. Dawn Institute, LLC will also maintain an electronic spreadsheet throughout the quarter to ensure data needed for grant reporting purposes are current and accurate. Dawn Institute will email the electronic spreadsheet upon request at the end of the quarter to the Project Manager.

B. Dawn Institute, LLC will provide transportation for the therapist to and from the GFAC, therapy supplies above what would be accessible at the GFAC, and assessments. Dawn Institute, LLC will provide one therapist.

C. Dawn Institute, LLC will administer the Adverse Childhood Experiences screening tool to adults and children at the beginning of treatment. An after session feedback form will be provided at minimum every other session to ensure feedback based treatment. Additionally, the Trauma Recovery Scale will be administered monthly to track symptom progress. Dawn Institute will administer a discharge questionnaire to ensure VOCA requirements have been met. In addition, Dawn Institute, LLC may provide additional assessments (e.g. dissociative scales, FANS, CANS) as needed.

D. Dawn Institute, LLC has three partners all of whom will ensure the administration and integrity of a contract between Dawn Institute, LLC and the GFAC. Dawn Institute will also administratively dedicate the therapist and an administrator for reporting of data and billing purposes.

E. Dawn Institute, LLC will email a statement to the City of Glendale on the 15th and the 30th of the month or closest business day. The invoice will include first name, last initial, what was provided (60 minutes of psychotherapy), and the amount billed per hour with the total amount due for the billing cycle.
3. PRICING WORKBOOK

The Offeror must complete all requested pricing below. Pricing quoted shall include labor, materials, tools, equipment rental, supplies, transportation, licenses, fees, insurance, warranty, profit, and any associated direct or indirect costs. All unit prices shall remain constant regardless of quantities ordered by the City. The City shall not be invoiced at prices higher than those stated in the resultant contract.

PRICE SHEET

3.1 PRICE FOR CRIME VICTIM TRAUMA COUNSELING SERVICES

<table>
<thead>
<tr>
<th>DESCRIPTION</th>
<th>UNIT</th>
<th>UNIT PRICE</th>
</tr>
</thead>
<tbody>
<tr>
<td>Crime Victim Trauma Counseling Services as per Scope of Work</td>
<td>Per Hour</td>
<td>$ 85.00</td>
</tr>
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</table>

IF PRICING IS NOT PROVIDED IT IS INTERPRETED AS A NO-BID

DISCOUNT/PAYMENT TERMS: The City standard is 2% 20 days

Comply: YES X NO __

If your answer is NO, please state terms offered: __________ %

PAYMENT The Contractor shall provide monthly statements of itemized services. Payment will be reviewed and approved by the Contract Administrator or designee. The itemized statement shall not exceed the Unit Price Per Hour in Price Sheet Section 3.1.

TAX AMOUNT Do not include any use tax or federal tax in your proposal.

OFFEROR NAME: Crystal Krueger, LMFT - Dawn Institute, LLC
Exhibit A
Following 6 pages
CRYSTAL KRUEGER, LMFT, CCTS-F
CURRICULUM VITAE

Phone: 602-549-2214
12280 W. Paso Trail
crystal@dawninstituteaz.com
Peoria, AZ 85383

EDUCATION

MA Ottawa University, Professional Counseling
Concentration in Marriage and Family Therapy
Advisor: Dr. Bob Rhoton

BS Arizona Christian University, Behavioral Studies

Experience

Trauma Therapist/ Manager, Dawn Institute
2333 N. Pebble Creek Parkway, Goodyear, AZ 85383
August 2018 to Present
Provide individual and family therapy to children, adolescents, and adults who have experienced trauma, abuse, neglect and have attachment deficits due to early childhood neglect. Work with PTSD, ADHD, anxiety, depression, mood disorder, and oppositional defiant disorder. Perform intakes, on-going assessment, diagnose, and develop treatment plans for ongoing care. Provide appropriate treatment according to diagnosis and on-going assessment. Provide ongoing support to clients and families. Coordinate services with agencies in multidisciplinary environment to include law enforcement, medical staff, forensic interviewers, Department of Child Safety, and other therapists. Provide trainings to community, staff, and families. Attend trainings to increase knowledge and increase proficiency in trauma treatment. Conduct monthly staffings for case consultation during multidisciplinary team monthly meetings. Provide education on victim centered approach and effects of trauma to professionals, such as law enforcement, detention facilities, and child welfare. Manage the business aspect of the Dawn Institute including billing, marketing, and networking partnerships.

Child Therapist, Childhelp Children's Center of Arizona
2333 N. Pebble Creek Parkway, Goodyear, AZ 85395
2120 N. Central Ave, Phoenix, AZ 85012
June 2015 to Present
Provide individual and family therapy to children and adolescents who have experienced trauma, abuse, neglect and have attachment deficits due to early childhood neglect. Work with PTSD, ADHD, anxiety, depression, mood disorder, and oppositional defiant disorder. Perform intakes, on-going assessment, diagnose, and develop treatment plans for on-going care. Provide appropriate treatment according to diagnosis and on-going
assessment. Manage a caseload of 15 to 22 to include many high needs cases that are intensely managed. Provide ongoing support to clients and families by attending monthly Child and Family Team Meetings, court hearings, staffing, school meetings, and other meetings that require therapeutic input. Successfully collaborate with High Needs Case Managers, Department of Child Safety, Court Appointed Special Advocates, attorneys, direct support staff, school personnel, foster parents, parents and siblings. Provide crisis intervention and stabilization for families and children when needed. Coordinate services with agencies in multidisciplinary environment to include law enforcement, medical staff, forensic interviewers, Department of Child Safety, and other therapist. Provide trainings to community, staff, and families. Attend trainings to increase knowledge and increase proficiency in trauma treatment. Participate in speaking engagements for community or partner agencies. Conduct monthly staffings for case consultation during multidisciplinary team monthly meetings. Provide education on victim centered approach and effects of trauma to professionals, such as law enforcement, detention facilities, and child welfare.

**Trainer, Arizona Trauma Institute**
2015 to present
2333 N. Pebble Creek Parkway, Suite A200, Goodyear, Arizona 85395

Contract trainer in order to provide trainings for child welfare, therapist, high needs case managers, foster parents, adoptive parents, biological parents, foster agency workers, social workers, tribal social workers, and therapists. Training include the impact of trauma informed care, and prenatal trauma.

**Child Therapist, Jewish Family and Children’s Service**
August 2013-September 2014
1840 N 95th Ave, Phoenix, AZ 85037
Provide individual and family therapy to clients who have experienced trauma and abuse, as well as other diagnoses such as PTSD, ADHD, depression, mood disorder, oppositional defiant disorder and substance abuse. Successfully manage a caseload of 65 plus to include many cases that are high needs. Provided crisis intervention when necessary. Perform duties of Clinical Liaison and work effectively with multiple agencies. Facilitate Child and Family Team Meetings and work with high needs case managers, youth and family specialists, family support partners, Department of Child Safety case managers, medical staff, foster parents and biological parents. Perform intakes, assess, diagnose and develop treatment plans for children and adults. Meeting or exceeding productivity since being hired in 2013.

**CRS / Therapist / Trainer, Christian Family Care**
August 2012-December 2013
3603 N. 7th Ave, Phoenix, AZ 85013
Develop the Child Specific Recruitment program, in which adoptive families are identified for child available for adoption within the child welfare system. Provide ongoing case management of 10 to 15 children in program. Develop relationships with children referred to the program to understand their needs. Work with child welfare system, therapist, Court Appointed Special Advocates, High Need Case Manager, and therapist to understand each child’s needs. Provide education on children available for
adoption at community events. Utilize recruitment resources and connect resources to each child. As a therapist, provide individual and family therapy to clients who have experienced trauma and abuse, as well as other diagnoses such as PTSD, ADHD, depression, mood disorder, oppositional defiant disorder and substance abuse. Manage a caseload of 3 to 4 cases. Train PS-MAPP course for those interested in becoming foster parents. Course is 30 hours of training, including basic trauma informed care, understanding the needs of foster children, making informed decisions, and self-care.

**Intern, Southwest Behavioral**
5717 N 7th St, Phoenix, AZ 85014

**Professional Licensure**
State of Arizona Board of Behavioral Health Examiners

**Professional Affiliations**
Member, International Association of Trauma Professionals

**Trainings**

<table>
<thead>
<tr>
<th>Training</th>
<th>Date</th>
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<tbody>
<tr>
<td>When the Child Abuser has a Bible</td>
<td>September 4, 2018</td>
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<tr>
<td>Exploring Multicultural Competence- 3CEU</td>
<td>August 24, 2018</td>
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<tr>
<td>EMDR-Sandtray Specialist Intensive Program- 40 CEU</td>
<td>July 30-August 3, 2018</td>
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<tr>
<td>Certified Clinical Trauma Specialist- Family- 17 CEU</td>
<td>July 18-20, 2018</td>
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<tr>
<td>Giving Immigrant Children a Voice- 1.5 CEU</td>
<td>July 10, 2018</td>
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<tr>
<td>Professional Resilience</td>
<td>May 23, 2018</td>
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<tr>
<td>Brain Spotting- 21 CEU</td>
<td>April 13-15, 2018</td>
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<td>CPR/ First Aid</td>
<td>April 11, 2018</td>
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<td>ASSIST Suicide Prevention Training- 12 CEU</td>
<td>December 7-8, 2017</td>
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<tr>
<td>Culture, Metaphor &amp; Play: Finding Resilience- 3 CEU</td>
<td>September 9, 2017</td>
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<tr>
<td>Infant Mental Health- 40 CEU</td>
<td>June to August 2017</td>
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<tr>
<td>Forensically Sensitive Therapy</td>
<td>June 2017</td>
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<tr>
<td>Making Relationships Work- 1.75 CEU</td>
<td>June 2017</td>
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<tr>
<td>Mandatory Reporter Training- 2 CEU</td>
<td>May 2017</td>
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<tr>
<td>EMDR- Weekend 2- 21 CEU</td>
<td>February 2017</td>
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<td>AZAPT Annual Conference- 12 CEU</td>
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<td>EMDR- Weekend 1- 21 CEU</td>
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<td>The Introductory Group Training - 6.5 CEU</td>
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<td>Cultural Sensitivity Training - 1 CEU</td>
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<td>Men Who Molest Boys - 1.5 CEU</td>
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<td>Play Therapy: Theory and Techniques - 6 CEU</td>
<td>September 2016</td>
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<td>Play Therapy 101: The Basics and Then Some - 3 CEU</td>
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<td>Play Therapy: Development and Multicultural Considerations - 6 CEU</td>
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<td>Playing with Grip and Loss: Play Therapy - 2 CEU</td>
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<td>Filial Play Therapy - 3 CEU</td>
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<tr>
<td>22nd Statewide Child Abuse Prevention Conference - 11 CEU</td>
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<td>JuST Conference: Juvenile Sex Trafficking Conference - 9.5 CEU</td>
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<td>Arizona Board of Behavioral Health Examiners - 2.5 CEU</td>
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<td>5th Annual Touchstone Childhood Trauma Conference - 12 CEU</td>
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<td>Mandatory Reporting of Child Abuse - 4 CEU</td>
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<td>Corroboration of Child Abuse Cases - .75 CEU</td>
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<td>DSM-5 Overview - 2.75 CEU</td>
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<td>DSM-5 The New Diagnostic Frontier - 2 CEU</td>
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<td>Interdiction for the Protection of Children: Train the Trainer</td>
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<td>Certified Clinical Trauma Professional - 18 CEU</td>
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<td>Certified Family Trauma Professional - 12 CEU</td>
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<td>Basic Victims’ Rights - 5 CEU</td>
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<td>Working with Children with Special Needs: Cultural Competency - 2 CEU</td>
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<td>Theraplay: Level 1</td>
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<td>Sandtray: Level III - 13 CEU</td>
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<td>Sandtray: Level II - 13 CEU</td>
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<td>Sandtray Level I - 13 CEU</td>
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<td>Why &amp; How of Measurable Objective Development Training - 1.5CEU</td>
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<td>How to Help Children Overcome the Influences of Trauma - 6 CEU</td>
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<td>Dysfunctional Sexual Behaviors in Children - 4 CEU</td>
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<td>Introduction to Theraplay - 6 CEU</td>
<td>February 2014</td>
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<td>CASII - 6 CEU</td>
<td>November 2013</td>
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<td>Understanding Unique Behavioral Needs of Children &amp; Families - 6 CEU</td>
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<td>Treating Couples Dealing with Affair and Other Betrayals - 2.0 CEU</td>
<td>July 2013</td>
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<td>Despair to Hope Conference - 5 CEU</td>
<td>May 2013</td>
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<td>Certified Leader of Arizona Edition PS-MAPP - 54 CEU</td>
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<td>Clinical Aspects of Grief and Loss Counseling - 3 CEU</td>
<td>March 2013</td>
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<td>CFT 4-Day with Facilitation - 24 CEU</td>
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<td>Comprehensive Culturally-Driven Assessment and Service Planning - 4 CEU</td>
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<td>Initial Engagement Session - 2 CEU</td>
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<td>Developing Your Own Integrative Theory of Counseling - 1 CEU</td>
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<td>Discovering Strengths and Creating Hope - 3 CEU</td>
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<td>Adolescent Eating Disorders - 6 CEU</td>
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<td>Forgiving Those Who are Not Sorry or Already Gone - 3 CEU</td>
<td>February 2012</td>
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<td>CIRT - 5 CEU</td>
<td>October 2011</td>
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<td>ADHS Cultural Competency - 8 CEU</td>
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## Publications

### Magazine Publications


## Presentations and Invited Lectures

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<tr>
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<th>Title</th>
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<td>Interdiction for the Protection of Children</td>
<td>August 8, 2018</td>
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<tr>
<td>Presentation</td>
<td>Understanding the Effects of In Utero Exposure (6 hour)</td>
<td>June 30, 2018</td>
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<tr>
<td>Lecture</td>
<td>“Understanding the Wounded Heart”</td>
<td>June 6, 2018</td>
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<td>Interdiction for the Protection of Children</td>
<td>May 21-22, 2018</td>
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<td>Presentation</td>
<td>Trauma Informed Care for Paraprofessionals</td>
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<td>Workshop</td>
<td>Beautifully Strong: Raising Wise Young Woman</td>
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<td>Trauma Informed Care in the Classroom</td>
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<td>Arizona School Psychologist “Trauma Informed Care”</td>
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<td>“Why Loving Them Isn’t Enough” (6 hour)</td>
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<td>Trauma Informed Care in the Classroom</td>
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<td>AZ Attorney General’s for DCS “Trauma Informed Care”</td>
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Lecture, “Understanding the Wounded Heart”
Presentation, Trauma Informed Care in Correctional Facilities
Lecture, Trauma Informed Care in the Classroom
Lecture, “Understanding the Wounded Heart”
Lecture, Interdiction for the Protection of Children
Lecture, Interdiction for the Protection of Children
Support Group, “Understanding the Wounded Heart” 2 Part
Lecture, “Understanding the Wounded Heart”
Lecture, “Understanding the Wounded Heart”
Lecture, “Understanding the Wounded Heart”
Lecture, “Grief and Loss”
Lecture, “The Power of Connection”
Presentation, “AZ 127 Basic Training”
Lecture, “Understanding the Wounded Heart”
Lecture, “Grief and Loss”
Support Group, “Understanding the Wounded Heart” 4 Part

Presentation, “AZ 127 Basic Training”
Presentation, “Trauma Informed Care” DV Center
Presentation, “Trauma Informed Care” Women’s Center
Presentation, “Trauma Informed Care” DV Center
Presentation, “Trauma Informed Care” DV Center
Presentation, “Trauma Informed Care” Women’s Center
Presentation, “Trauma Informed Care” DV Center

September 22, 2016
September 13, 2016
August 4, 2016
June 21, 2016
August 3, 2016
May 10, 2016
May 4, 2016
June 1, 2016
October 10, 2015
August 25, 2015
July 14, 2015
July 11, 2015
June 9, 2015
April 17, 2015
March 26, 2015
March 19, 2015
February 14, 2015
February 7, 2015
January 31, 2014
January 24, 2015
January 24, 2015
January 22, 2015
January 22, 2015
January 10, 2015
November 25, 2014
November 25, 2014
October 28, 2014