

Contract Year July 1, 2014 through June 30, 2016



Standard Terms & Conditions for Full Procurement

*ARIZONA SUPREME COURT
ADMINISTRATIVE OFFICE OF THE COURTS
JUVENILE JUSTICE SERVICES DIVISION*

ADVISEMENT TO CONTRACTORS

The Department of Justice issued the Prison Rape Elimination Act (PREA) standards on May 17, 2012, with an August 20, 2012 effective date. PREA standards only apply to juvenile facilities which are defined as "...a facility primarily used for the confinement of juveniles pursuant to the juvenile justice system or criminal justice system." 28 C.F.R. Part 115, §115.5, General definitions.

The Arizona Supreme Court, Administrative Office of the Courts will advise if and when contract amendments are required for vendors performing out-of-home residential services.

The final standards and the Justice Department commentary are available at: <http://www.gpo.gov/fdsys/pkg/FR-2012-06-20/pdf2012-12427.pdf>. A copy of the "Standards for the Detection, Prevention, Response and Monitoring of Sexual Abuse in Juvenile Facilities" may be accessed at: <http://www.ncjrs.gov/pdffiles1/226684.pdf>

Contacts for Questions

If you have any questions regarding AOC contract requirements for Full Procurement please review the following contents. Below is a list of AOC staff that may provide you further assistance if necessary. Thank you.

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Additional information is available at the JJSD website at:

<http://www.azcourts.gov/jjsd/Treatment.aspx>

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SECTION I – DEFINITIONS

1. Definitions

“**ACH**” means the Automated ClearingHouse vendor direct deposit payment system.

“**ADES/ACYF**” means Arizona Department of Economic Security/Administration of Children, Youth and Families.

“**ADHS/Licensing**” means Arizona Department of Health Services/Division of Licensing Services.

“**AHCCCS**” means Arizona Health Care Cost Containment System.

“**A.R.S.**” means the Arizona Revised Statutes.

“**ASC/AOC**” means the Arizona Supreme Court/Administrative Office of the Courts.

“**Acuity**” means the severity or intensity of a mental health disorder, personality disorder, behavior disorder, emotional condition or alcohol, drug or other substance abuse problem.

“**Application**” means the Contractor’s responses to the Administrative Qualification and/or Programmatic Services and any accompanying documents, which were the basis for award of this Contract.

“**Assessment**” means the process of documenting, collecting, and analyzing information, as it relates to delinquency risk, family functioning, substance abuse, treatment and behavioral health history, in order to determine the strengths and needs of a client and his/her family.

“**Attachment A**” means that document attached to the Contract Form setting forth the Compensation Schedule, the types of services to be provided, and any Special Terms and Conditions applicable to the Contract.

“**BBHE**” means the Arizona Board of Behavioral Health Examiners.

“**Client**” means a juvenile referred by the probation department and authorized to receive services under this Contract.

“**Client Records**” means records in whatever form which contain personal information about a client, including client identifying information, information on the services and treatment provided to the client.

“**Compensation Schedule**” means the rates, fees or other compensation terms set forth in Attachment A to the Contract Form or in a Contract Amendment or Change Order.

“Contract” means the agreement between the ASC/AOC and the Contractor as described in the Contract Form.

“Contract Form” means the ASC/AOC form that the Contractor’s Authorized Representative and the Contract Officer sign agreeing to the terms of the Contract.

“Contract Officer” means the ASC/AOC Juvenile Justice Services Division Director or that directors’ authorized designee.

“Contractor” means that person or entity which has entered into this Contract with the ASC/AOC.

“Contractor’s Authorized Representative” means that person whom the Contractor has authorized to sign the Contract Form and to legally bind and officially represent the Contractor to the ASC/AOC on all matters under this Contract.

“Contractor Orientation” means a training session required of all Contractors and provided by the AOC that relates to the Contractor’s obligations and requirements contained in the AOC Standard Terms and Conditions, Service Specifications, monitoring procedures, outcome reporting and invoicing for services.

“Counseling” means the therapeutic process based on interaction between a client, clients, or a client’s family and a clinician qualified under ASC/AOC contract terms, intended to improve, eliminate, or manage one or more of a client’s behavioral health issues in an individual, group or family setting.

“Criminogenic” means (crime producing) risk factors which include, but are not limited to criminal personality; antisocial peers, attitudes, values, beliefs; impulsivity; substance abuse and family dysfunction that are identified through research as correlating with offending behavior. Effectively addressing these dynamic factors should lead to decreased delinquency risk and offending behaviors.

“Days” means AOC business days unless otherwise indicated.

“Delinquency Prevention Program” means any short-term education-based program, which may utilize a curriculum, and does not include the delivery of professional counseling services.

“Delinquency Risk” means the characteristics and/or variables, if present for a given client, make it more likely that the client rather than another will re-offend.

“DPS” means the Arizona Department of Public Safety.

“Designated Authorities” means those public entities which may be directly involved in the care and treatment of court referred juveniles, such as the ASC/AOC and Superior Court personnel.

“Direct Care Services” means non-professional services that may include but are not limited to life skills education and training, recreation and social activities, milieu activities, guidance, and client supervision that are non-therapeutic in nature and provided by a person working directly with clients.

“Direct Therapeutic Services” means professional services that are therapeutic in nature and are provided to a client without continuous direct visual supervision.

“Director” means the Administrative Director of the ASC/AOC or that Director’s authorized designee.

“Discharge Planning” means the development of guided support for the client and family to follow recommendations as outlined in the treatment plan for sustainable change and includes identification of behavioral accomplishments that a client needs to exhibit in order to be discharged from the program or make a transition to the next level of care. Discharge planning can be demonstrated by use of the initial treatment/service plan and subsequent treatment/service plan reviews.

“Due Diligence” means the care that a reasonable person exercises under the circumstances to avoid harm to other persons or their property.

“Emergency Safety Response” means physically holding a client to safely manage a sudden, intense, or out-of-control behavior to prevent harm to the client or another individual.

“Facility-based Program” means any program which is frequently and regularly held at a location in which the facility is integral to the program’s operation. The term includes, but is not limited to out-of-home programs, most day support programs, and may include other outpatient and delinquency prevention services programs.

“Family” means a biological, adopted, or self-created unit of people living together and/or with significant attachment that consists of adult(s) and children, with adult(s) performing duties of parenthood for the children. Persons within this unit share bonds, culture, practices and significant relationships.

“Group Home” means a residential facility that is licensed to serve four (4) or more minors at any one time and that is licensed by the Arizona Department of Health Services pursuant to A.R.S. Title 36, Chapter 4 or A.R.S. § 36-591, Subsection B., or by the Arizona Department of Economic Security, pursuant to A.R.S. Title 8, Chapter 5, Article 1 and that provides services pursuant to a contract or minors determined to be dependent as defined in A.R.S. § 8-201 or delinquent or incorrigible pursuant to A.R.S. § 8-341, or for minors with developmental disabilities, mental health or substance abuse needs. Group Home does not include hospitals, nursing homes, child crisis and domestic violence shelters, adult homes, foster homes, facilities subject to any transient occupancy tax or behavioral health service agencies that provide twenty-four (24) hour or continuous physician availability.

“Non-facility-based services” are services such as; in-home, home-based or mobile services that are provided at locations such as home, school, detention or community locations other than the contractor’s business location.

“Incident” means an unusual or significant event involving client(s) and/or staff, which requires notification to the designated authorities.

“Incident Report” means a report that is verbal or written communication to the probation officer, the Superior Court and the ASC/AOC.

“Independent Practitioner” means a contractor who is a sole proprietor, a corporation, a limited liability company, or a partnership consisting of no more than two (2) persons, which does not use employees or non-employees to provide direct services.

“Informed Consent to Treat” means having documented agreement by the client and, the client’s guardian, parent, custodian or agent before a client receives a specific treatment or a change in treatment, for which informed consent has not yet been obtained. The Informed Consent is obtained only after a client and, if applicable, the client’s parent, guardian, custodian or agent receives a verbal explanation of the specific treatment being proposed, the intended outcome, nature and procedures of the proposed treatment, the risks and side effects of the proposed treatment along with the risks of not proceeding with the proposed treatment, the alternatives to the proposed treatment and that informed consent is voluntary and may be withdrawn at any time.

“Intern” means an individual who is enrolled in an academic program of a college or university and who provides direct services related to the academic subject matter as part of the college’s academic program's requirements.

“Invoice Billing Manual” means the most current version of the manual of that title that the ASC/AOC, Juvenile Justice Services Division, publishes establishing billing requirements and practices for this Contract.

“Key Personnel” means persons who provide professional services and/or has oversight responsibility of direct services, and/or who are identified in the Application.

“Limited English Proficiency” means individuals who do not speak English as their primary language and who have a limited ability to read, speak, write, or understand English can be limited English proficient, or “LEP”. These individuals may be entitled to language assistance with respect to a particular type of service, benefit or encounter.

“Medical Treatment” means professional medical intervention above and beyond first aid for the purpose of preventing further physical harm and/or health risk.

“Non-employee” means any person, provider or agency, other than bona fide employees of the Contractor, who, under an agreement with the Contractor, is providing or may provide direct services to clients under this Contract. The term includes, but is not limited to, subcontractors, contract employees and temporary staff employees.

“Out-of-Home Program” means a program in which a client resides consistently for 24 hours or longer in a licensed living facility.

“Personnel” means any principal or employee, whether temporary, full-time or part-time who is paid and who will provide direct services to clients referred to the Contractor under this Contract.

“Probation Department” means the juvenile probation department or adult probation department of the Superior Court or its employees designated to enforce the terms and conditions of probation required by law and the Superior Court, including participation in programs authorized by A.R.S. § 8-321 and 8-322.

“Professional Consultation” means activities such as case staffing, expert testimony or other assistance as required and authorized by the probation department.

“Professional Services” means services as identified in Paragraph 35 provided by a person meeting the qualifications described in Paragraph 36 of these Standard Terms and Conditions.

“Provider Standards” means the requirements, standards and deliverables set forth in Sections II through XVII of these Standard Terms and Conditions.

“RBHA” means Regional Behavioral Health Authority which administers public behavioral health services throughout the State of Arizona.

“Records” means all data in whatever form, including electronic data, relating to this Contract. It includes but is not limited to books; documents; financial records; personnel records; documents supporting information provided in a Qualified Vendor Application or renewal, in an Application; and reports, plans, assessments, evaluations and any other data, whether or not the Contractor prepares it, pertaining to each client that the Contractor serves under this Contract.

“Resident” means any client placed in out-of-home pursuant to a contract with a contracting authority.

“Restraint” means personal restraint, mechanical restraint or drug used as a restraint.

“SAF” means Service Authorization Form, which is initiated by the referring probation department to authorize services to be delivered under this Contract.

“Seclusion” means the involuntary confinement of a client in a room or area from which the client cannot leave, but does not include the confinement of a client in a correctional facility.

“Service Specifications” means service standards and performance requirements set forth in the ASC/AOC Application.

“Services” means all services that the Contractor is to provide under this Contract.

“Special Terms and Conditions” means those terms and conditions set forth in Attachment A to the Contract Form, and in any Contract Amendments or Change Orders.

“Standard Terms and Conditions” means the contract provisions and requirements set forth in this document.

“State” means the State of Arizona.

“Treatment/Service Plan” means a description of interventions to be delivered and measurable goals and objectives to be achieved by the juvenile/family during a set time or by a specific target date.

“Treatment/Service Plan Review” means an activity organized by the contractor and including the client, the parent/guardian and the probation officer that is held at intervals as indicated in the Standard Terms & Conditions.

"Volunteer" means an individual who provides a direct care services without compensation.

SECTION II - GENERAL PROVISIONS

2. Contract Effective Date

The Contract shall be effective on the start date specified on the Contract Form.

3. Duration of Contract

- a. **Basic Term.** The term of this contract shall be that set forth in the Contract Form.
- b. **Extension of Term.** The Contract may be extended beyond the basic term if the number of extensions and their duration are set forth in the Full Procurement Solicitation. The basic term and extensions shall not collectively exceed five (5) years. To extend the term, the Contract Officer shall provide written notice to the Contractor of the desire to extend the Contract not less than forty-five (45) days prior to the expiration of the original Contract term or any subsequent extension. Extensions will not be offered to vendors with unresolved performance problems, licensing problems, significant contractual or statutory violations, or unresolved health and safety issues. If both parties agree the Contract shall be extended by amendment or change order and/or the Contract Officer and the Contractor's Authorized Representative shall sign as appropriate. Extension of the Contract shall not be assumed and is not officially extended until the Contractor receives a written extension form.
- c. **Non-renewal.** The Contractor shall provide written notice to the Contract Officer no later than sixty (60) days in advance of the expiration of the contract, of its intent to not renew a contract service or the contract. If the Contractor fails to comply with the provisions of this Paragraph, the Contract Officer may take whatever actions that the officer deems appropriate under Paragraph 11 of these Standard Terms and Conditions.

4. Maintenance of Quality Service Delivery

- a. **Generally.** The Contractor shall provide services which comply at all times with the Contract and deliver them according to the Contract and within the bounds of applicable professional standards. Clients referred under the terms of this Contract may not be permitted to violate state law while receiving services.
- b. **Warranty.** The Contractor warrants that the services it provides under the Contract shall at all times meet the requirements of the Contract, including the Service Specifications and the AOC Standard Terms & Conditions and the AOC Invoice Billing Manual.
- c. **Right to Reject.** The Contract Officer shall have the right to reject the Contractor's use of any person, whether the person is Contractor personnel, a subcontractor, volunteer and/or student intern, to provide services under this Contract where that officer reasonably determines that the person's background or conduct is unsuitable to provide the assigned services.

- d. **Facility Condition and Maintenance.** If the Contractor provides services to clients at its facility, the Contractor shall maintain the facility in good repair and keep it in a clean condition to assure the safety and comfort of clients. The Contractor shall prohibit smoking of any kind in or on the property of any facility where it provides services to clients. The Contractor shall not rely primarily on the work of clients to maintain and keep the facility clean.
- e. **Private Practice.** If the Contractor provides services separate and apart from this Contract, it shall do so in a manner which does not interfere with Contractor's performance of this Contract and which does not create a conflict of interest.
- f. **Related Litigation, Complaints or Investigations.** In the event that the Contractor, any of its personnel or subcontractors including volunteers and interns, are criminally charged, are named in litigation alleging professional misconduct, or are subject to a complaint or other matter before an administrative licensing entity, the Contractor shall immediately notify the Contract Officer in writing. The notice shall state the date that the litigation or complaint was filed, or the administrative proceeding was initiated, the names of the parties, the case number, and the allegations involved. It shall also state whether, at the times alleged in the charge, litigation, complaint, or proceeding, the Contractor or the Contractor's personnel, volunteers, interns, or subcontractors were providing services to any client under this Contract, and whether the alleged misconduct involves those services.
- g. **Licenses.** The Contractor shall, at its expense, obtain and maintain for the duration of the Contract all licenses, certifications, credentials, permits, certificates and other authority required by law for the Contractor and its employees to do business, render services, and perform work under this Contract. The Contractor shall forward to the Contract Officer all copies of Arizona Department of Health Services Licenses and DES licenses for out-of-home service under this Contract. This includes, but is not limited to, renewals, expirations and changes in status of license, i.e. provisional status. The Contractor shall ensure staff providing professional services under this Contract practice within the scope of his/her licensure or licensing body regulation. The Contractor shall notify the ASC/AOC immediately upon notice of an allegation of any health, safety and/or welfare licensing violation.
- h. **Timeliness.** The Contractor shall make all reasonable efforts to deliver the services under this Contract to the client in a timely manner and notify the referring probation department, in writing, in the event service delivery cannot occur within ten (10) business days after Contractor's dated signature on the SAF, notification shall be maintained in the client file.
- i. **Responsibility for Performance.** The Contractor shall be responsible for overall contract performance, compliance and services provided by employees, subcontractors, volunteers and interns providing services under this Contract. The Contractor shall ensure at all times that the services provided, and the persons providing them, meet all of the requirements of the Contract.

5. Use of Subcontractor(s)

- a. **Contractual Requirements.** Any agreement between the Contractor and a subcontractor who provides or may provide services under this Contract shall be in writing. The agreement shall explicitly set forth, or incorporate by reference, these Standard Terms and Conditions, relevant Special Terms and Conditions and the applicable Service Specifications, which shall apply with equal force to the subcontractor(s) as if it were the Contractor. The Contractor shall review the agreement and have the subcontractor(s) sign an initial agreement, and annually thereafter. The agreement shall prohibit the subcontractor(s) from further subcontracting any part of the service. The authority to review subcontracts is for the purpose of permitting verification of persons who are involved in performance of this Contract and who are treated by the Contractor as a subcontractor(s) are bound by the terms of this contract.
- b. **Warranty.** The Contractor warrants that the qualifications of, and the services provided by subcontractor(s), meet all the requirements of the Contract.
- c. **Noncompliance.** If the Contractor fails to comply with the provisions of this Paragraph, the Contract Officer may take whatever actions that the officer deems appropriate under Paragraph 11 of these Standard Terms and Conditions.
- d. **Approval:** The AOC shall approve the use of any subcontractors.

6. Notice Requirements

- a. **Notice to the Contract Officer.** The Contractor shall provide in writing the notices to the Contract Officer which this Contract requires and send them certified mail return receipt requested, to:

**Arizona Supreme Court
Juvenile Justice Services Division
Attn: Treatment Contract Program Manager
1501 West Washington, Suite 337
Phoenix, Arizona 85007-3231**

- b. **Notice to Schools.** The Contractor shall send written notice to a client's public or private school and seek that school's participation in planning for a transition from any Contractor-school program back to a public or private school program.
- c. **Permission from Probation Officer/Court to Change Contracted Vendor.** At any time the Contractor considers recommending a client be sent out-of-state as a part of the client's treatment program, the Contractor shall send a written request to the probation officer to staff the case. A client may not be moved out of state without written permission from the probation officer or the court as appropriate.

- d. **Notice of Intent to Add, Move, or Close a Facility or Program.** The Contractor shall provide written notice to the Contract Officer no later than sixty (60) days in advance of its intent to add, move, or close a facility or program at which it has been providing services to clients under this Contract. Failure to properly notify the ASC/AOC may result in the Contract Officer taking actions that the contract officer deems appropriate under Paragraph 11 of these Standard Terms and Conditions.
- e. **Notice of Change in Key Personnel.** The Contractor shall provide immediate written notice to the ASC/AOC of any changes of key staff, as defined in these Standard Terms and Conditions, of a program/service under this Contract. Upon request, the Contractor shall complete a Personnel Qualifications form for key personnel.
- f. **Notice of Intent to Modify a Program.** The Contractor may propose to modify the components of an existing service/program under this Contract. Program/service modification, may include but is not limited to, use of subcontractors, programmatic, and licensure. The Contractor shall provide a written request of modification to the ASC/AOC for written approval **prior** to implementation. Failure to obtain ASC/AOC approval may result in the Contract Officer taking actions that the Contract Officer deems appropriate under Paragraph 11 of these Standard Terms and Conditions.
- g. **Notice of Intent to Modify Contractor Secure Communication between Contractor, AOC or the referring Juvenile Probation Department.** The Contractor shall provide a written request of changes in methods regarding secure communication to the ASC/AOC for written approval prior to implementation. Failure to obtain the ASC/AOC approval may result in the Contract Officer taking actions that the Contract Officer deem appropriate under paragraph 11 of these Standard Terms and Conditions.

7. Payment for Services, Allowances and Other Approved Expenses

- a. **Compensation Schedule.** The ASC/AOC shall pay the Contractor for the services specified in this Contract at the rate set forth in the Compensation Schedule, and which are authorized on the SAFs. The ASC/AOC shall reimburse the Contractor for allowances and expenses:
 - i. At rates that do not exceed those set forth in the Compensation Schedule;
 - ii. Which are authorized in SAFs, or administratively authorized by the Contract Officer. Payment may be denied for services rendered before receipt of a SAF and/or if no SAF documentation exists in the client file during an ASC/AOC contract monitoring visit; and
 - iii. There will be no compensation paid for missed appointments for any contracted service;

- iv. In the event the Contractor delivers services not on the Contract, not authorized by the probation department, and/or inaccurately bills service codes and receives payment for the service, the Contractor shall not be entitled to compensation for those services and shall refund payments received per the Invoice Billing Manual. The Contract Officer may take further actions the officer deems appropriate under Paragraph 11 of these Standard Terms and Conditions;
- v. Within the context of the Contract, Contractors shall not arrange alternative agreements with the referring probation department for services under contract with the AOC and may be responsible to remit payment to the ASC/AOC for services rendered under such agreement; this includes but is not limited to authorizing services not on the Contract and inaccurately representing service codes; and
- vi. The ASC/AOC does not guarantee referrals or a minimum/maximum volume of business for any service to any provider, unless otherwise described in the Special Terms and Conditions of the Contract.
- vii. Payment for services will be made through the Arizona Automated Clearinghouse (ACH).
- viii. All Contractors must complete registration with the ACH for direct deposit of payments for services rendered under this contract.

b. Method of Payment.

- i. **ASC/AOC Funds.** The funding source and the other party to this Contract is the ASC/AOC, not the Superior Court. However, the Contractor shall submit all invoices under this Contract to the referring probation department for approval.
- ii. **Form of Invoices.** The Contractor shall comply with the Invoice Billing Manual in preparing and submitting all invoices, including requests for reimbursement of allowances and expenses.

- c. **Late Invoices.** Payment may be delayed, reduced or denied for any late invoices as indicated in the Invoice Billing Manual. The Contractor may resubmit any denied invoice with a letter from the Contractor's Authorized Representative explaining the reasons that the Contractor failed to submit the invoice in a timely manner and identifying actions it has undertaken to correct the problem.

Invoices which are repeatedly submitted more than ten (10) days after the end of the month are subject to a 25% reduction in payment from the ASC/AOC. Any invoice received at the ASC/AOC that is more than forty-five (45) days after the end of the month in which services are rendered may be reduced by 25%. Any invoice received at the ASC/AOC that is more than sixty (60) days after the end of the month in which services are rendered may be reduced by 50%. Any invoice received at the ASC/AOC that is more than ninety (90) days after the end of the month in which services are rendered may be reduced by 75% or denied payment. The Contractor's repeated failure to submit timely invoices may be grounds for terminating this Contract.

- d. **Charges to Client's Parents/Guardians.** The Contractor shall not impose any fees or charges of any kind upon a client or the parents, guardians, or relatives of the client if the services authorized by the referring Superior Court or probation department are paid by ASC/AOC funds.
- e. **Payments Collected for Services.** If the Contractor collects any payment for services, allowances, or expenses from any source, including third party payers, the Contractor shall specify the amount of the collection on the invoice as described in the Invoice Billing Manual. The Contractor shall report payments collected after payment of the invoice on a credit memo, and reimburse the ASC/AOC as specified in the Invoice Billing Manual. Acceptance by the contractor of any payment by anyone other than the ASC/AOC shall be applied to the invoice for services rendered or billed. The ASC/AOC will seek recovery of monies paid to the Contractor if the third party and the ASC/AOC have both compensated the Contractor for the authorized service.
- f. **Availability of Funds.** Payments for all obligations under this Agreement are contingent on funds for that purpose being appropriated, budgeted and otherwise made available to the Supreme Court Administrative Office of the Courts ("Court"), and the payment provisions of this Agreement shall become effective only when funds appropriated for the purposes of this Agreement actually become available to the Court for disbursement. The Administrative Director of the Court shall be the sole judge and authority for determining the availability of funds for this contract. The Court shall not be liable for any payments for which funds are not available or any purchases or subcontracts entered into in anticipation of funding.
- g. **Bed Hold Payment.** Payment may be made for up to two (2) days for a client placed in an out of home facility, excluding detention alternative programs, who is on runaway status, up to three (3) days for home visits (no more than eight (8) days in a calendar month) and up to seven (7) days for acute medical hospitalization.
- h. **Title XIX/XXI Screening and Enrollment.** If the Contractor holds a contract with a RBHA or sub-contracts with a RBHA network provider, all clients served under this Contract must be screened for Title XIX/XXI eligibility. Once the client is found eligible for Title XIX/XXI services, the Contractor shall guide and provide the client necessary information to enroll into the public behavioral health system (RBHA). All efforts the Contractor has made on behalf of the client shall be documented in the client file. If it is determined that the client is actively enrolled in the public behavioral health system (RBHA), the Contractor shall bill the RBHA for the services the RBHA has authorized to deliver. In accordance to the Contractor's policies, the Contractor shall periodically verify the clients' RBHA enrollment status and notify the probation department of status changes.

- i. **Third Party Liability.** The Contractor is responsible for checking if a third party is liable for the cost of services before billing the ASC/AOC. These findings shall be documented in the client file. Upon determination that a client has third party coverage, as applicable, the Contractor shall bill the third party. The third party may include, but is not limited to, the RBHA, private health insurance and/or other third party payor. Under this Contract, the third party may be responsible for covering some or all the behavioral health services authorized by the Superior Court.
- j. **Contractor Payment.** Payments made to a Contractor shall be in the form of a direct deposit made to an account(s) specified by the Contractor that has been registered and activated in the ACH system.
- k. **Exemption.** Requirements of Paragraph 7- h and i of these Standard Terms and Conditions shall not be applicable to delinquency prevention services and competency restoration services.

8. Change Orders and Contract Amendments

- a. **Change Orders.** The Contract Officer may through a written change order make unilateral changes within the scope of the Service Specifications or other terms and conditions of the Contract. If the Contractor disagrees with any change made under this Subparagraph, it may seek relief under the Disputes provision of this Contract, Paragraph 20 of these Standard Terms and Conditions.
- b. **Amendments.** All amendments to this Contract shall be in writing and signed by the Contract Officer and the Contractor's Authorized Representative. The Superior Court, including probation officers or Juvenile Superior Court personnel, have no authority to amend the Contract, or to direct the Contractor to perform additional work not specified in this Contract or authorized through a SAF. The ASC/AOC is under no obligation to pay the Contractor for work under the Contract that is not authorized by the Contract Officer.

9. Contractor's Authorized Representative

The Contractor's Authorized Representative shall be the sole person authorized to represent the Contractor with the ASC/AOC on matters, and to sign documents, including amendments and invoices, relating to this Contract. He or she may designate an appropriate person to sign invoices for the Contractor if he or she identifies that person in writing, other than on an invoice, to the Contract Officer. That representative shall be someone with the legal authority to bind the Contractor. The Contractor shall notify the Contract Officer in writing within seven (7) business days if it replaces the Contractor's Authorized Representative during the Contract. The notice shall be signed by a person with the authority to designate the Contractor's Authorized Representative, and provide at a minimum the name, title, address and telephone number of the new representative.

10. Right to Enter into Other Contracts

The ASC/AOC reserves the right to enter into other contracts for the types of services that the Contractor is providing under this Contract.

11. Remedies and Termination Rights

a. **Convenience.** The Contract Officer may terminate this Contract in whole or in part without cause thirty (30) days after mailing written notice of termination by certified mail, return receipt requested, to the Contractor.

b. **Defective Performance.** The Contract Officer may terminate this Contract in whole or in part for any performance that does not comply with any term of this Contract, for any nonperformance or use of non-qualified personnel. The Contractor's failure to adhere to any service, procedural, administrative, legal requirement, in regards to this Contract shall be a basis for termination under this Subparagraph.

The Contract Officer, in the officer's sole discretion, may provide the Contractor with a written notice of intent to terminate and an opportunity to correct its performance, or may terminate the Contract immediately. The Contract Officer shall provide notice to the Contractor by whatever means is reasonable under the circumstances.

The ASC/AOC shall be entitled to deduct from any compensation owed the Contractor, or otherwise recover, amounts to which the Contractor is not entitled, as well as any additional expenses the ASC/AOC incurs, due to defective performance or nonperformance.

c. **Voluntary Termination.** The Contractor may request, in writing, a voluntary termination of the Contract. The Contractor shall give a sixty (60) day notice prior to the requested date of termination. The Contract Officer shall have the sole discretion to determine if the voluntary termination is in the best interest of the ASC/AOC and shall provide written notice accepting termination. All provisions of Paragraph 12 shall apply to voluntary terminations.

d. **Additional Remedies.** The ASC/AOC is entitled under this Contract to all remedies available in law or equity. In the event that the Contract Officer determines that the Contractor or any subcontractors has failed to comply with the Contract, the Contract Officer may take any appropriate action including:

- i. Withholding of compensation due the Contractor for services rendered;
- ii. Suspension of the Contract in whole or in part;
- iii. Suspension of referrals and/or removal of the clients in service;
- iv. Recovery, through offset or otherwise, of compensation already paid, or of ASC/AOC administrative costs;

- v. Requiring the posting of a bond; and/or
- vi. Terminating the Contract.

12. Obligations on Completion, Termination or Suspension

- a. **Transfer of Clients.** At the completion of the Contract, or if the Contract Officer terminates or suspends this Contract, or if the Contractor requests, in writing, termination of the Contract, the Contractor shall cooperate with the Contract Officer in transferring or otherwise reassigning any client to whom the Contractor is providing services. If the Contractor is providing out-of-home services, it shall continue to ensure the safety and welfare of the client until necessary transfer or reassignment has been completed. The Contract Officer shall promptly take all actions necessary to transfer or otherwise reassign any client to whom the Contractor was providing services for and can do so before or upon completion, termination or suspension of this Contract.
- b. **Records.** Records relating to the Contract shall remain the property of the Contractor, subject to the Contract's retention, confidentiality, and access requirements. The Contractor shall, at the Contract Officer's request, provide a copy of those records to the ASC/AOC or to any new provider of the services within the time specified in the request. The ASC/AOC shall pay for the reasonable cost of copying and transferring those records.
- c. **Compensation for Services.** Where the compensation under the Contract is fee for service, the ASC/AOC shall pay the Contractor for all authorized services performed to the date of completion, termination or suspension. Where the compensation under the Contract is block purchase, the ASC/AOC shall pay the Contractor an appropriate pro rata portion of the flat rate. Additionally, if it is necessary to remove and transfer clients from a facility that the Contractor operates and the ASC/AOC fails to do so by the completion, termination or suspension date, the ASC/AOC shall reimburse the Contractor for all costs reasonably incurred and documented in maintaining clients at the facility, from the date of completion, termination or suspension until the clients are removed.
- d. **Subsequent Audit.** If the Contract is completed, or the Contract Officer terminates or suspends it, or the Contractor requests, in writing, termination of the Contract, the ASC/AOC retains the right to inspect, monitor or audit the facilities and records of the Contractor and subcontractors, and to disallow compensation or recover compensation if warranted.

13. Assignment

No right, liability, obligation or duty under this Contract shall be assigned or delegated in whole or in part, without the prior written approval of the Contract Officer.

14. Retention of Records

- a. **Retention and Inspection.** The Contractor shall retain all records in locked storage, including electronic archives, as referenced in Paragraph 51 relating to this Contract for seven (7) years after the client's service termination date and shall dispose of the records in a manner that protects client confidentiality. During the retention period, the ASC/AOC, federal or state auditors and any other persons duly authorized by the ASC/AOC shall have full access to, and the right to inspect, copy and make use of, any and all records. The Contractor shall maintain a written policy which incorporates the requirements set forth in this Subparagraph, Subparagraphs b and c.
- b. **Contract Termination.** Upon termination of the Contract, voluntary or involuntary, the Contractor shall immediately provide the Contract Officer with written notice specifying the location where the records will be stored, and the name and telephone number of the person responsible for maintaining them. The Contractor is responsible for complying with the requirements of this Paragraph and Paragraph 21 even if it closes or sells its business.
- c. **Electronic Information and Record Management.** The Contractor shall ensure all electronic client records/information are stored on a protected network/drive. All mobile devices or electronic storage media may be used for temporary storage if they are encrypted. When electronic storage is utilized, the Contractor shall ensure devices or media contain the following features: boot passwords and automatic log-off, physical security of the device or media to prevent unauthorized access, tampering, loss or theft and current patch management, firewall and virus protection software.
- d. **Psychological Testing Data.** As part of the records retained under Subparagraph a, the Contractor shall retain psychological testing raw data on all clients served under this contract including those evaluated for transfer to the adult division of the Superior Court. The data shall be readily retrievable by the psychologist when requested by a Superior Court, the ASC/AOC, federal or state auditors and any other persons duly authorized by the ASC/AOC to have full access to, including the right to inspect, copy and make use of, any and all records.
- e. **Adequacy of Records.** The Contractor shall maintain records in accordance with their licensing requirements and this contract that adequately and sufficiently provide evidence/support to document that services were provided as authorized by the referring probation department. If the Contractor's records are insufficient to support and document that authorized services were provided to clients, the Contractor shall reimburse the ASC/AOC for those services and other costs not adequately supported and documented.
- f. **Record Transfer.** The Contractor shall ensure a plan is developed for the transfer of records. The record transfer plan will be enacted upon an unanticipated event, such as cessation of business activity by the Contractor. In such an event, the records of clients served under this Contract shall become property of the ASC/AOC. The ASC/AOC reserves the right to immediately retrieve records.

15. Contract Administration

- a. **General Rights.** The ASC/AOC, under A.R.S. § 8-243, has the statutory authority to administer all services and manage the funds for incorrigible and delinquent youth referred to the court. The administration of services includes contract administration and contract compliance, including monitoring activities. The ASC/AOC or any other legally authorized agency of the state or federal government may, at any time during the hours of operation with or without notice to the Contractor or to subcontractors:
- i. Visit or inspect the facilities of the Contractor, or of subcontractors;
 - ii. Observe the services provided;
 - iii. Interview clients, parents, guardians, personnel, volunteers, interns or subcontractors in privacy; and
 - iv. Inspect and copy records relating to the Contract, including but not limited to personnel files, client files, billing documentation, policies and procedures.
- b. **Monitoring.** The Contract Officer, using the activities authorized in this Paragraph, may monitor the services delivered and the facilities and records maintained by the Contractor or any subcontractors under this Contract. Monitoring activities may include but are not limited to, on-site visits, case file reviews, administrative reviews, phone interviews and requests for written plans of correction.
- c. **Visitation with Clients.** The Contractor shall allow the Contract Officer, the client's probation officer, or other representative of the Superior Court, to visit with the client at any reasonable time during the Contractor's hours of operation under this Contract. The Contract Officer, the probation officer or other representative, in their sole discretion, may direct that the visitation be outside the presence of any personnel of the Contractor or subcontractors. If the Contract Officer, the probation officer or other representative so directs, the Contractor shall provide a location for the visitation which assures that the Contract Officer, probation officer or other representative may conduct it in complete privacy.
- d. **Program Evaluation.** The Contract Officer may evaluate any services that the Contractor provides and may assess the Contractor's progress in achieving the goals and measurable objectives, as described in the Contract, and reducing recidivism. The Contractor must participate in program evaluation processes, including written program improvement planning, and quality improvement and quality assurance efforts through the Standardized Program Evaluation Protocol (SPEP) process, as determined by the ASC/AOC. The Contract Officer shall make evaluation reports available to the Contractor upon request.

- e. **Transfer of Clients.** The Contract Officer may direct the Contractor at any time during the Contract to transfer a client to whom the Contractor is providing services. If the Contractor is required to transfer any client, it shall comply with the requirements of Paragraph 12-a. and b. of these Standard Terms and Conditions. The Contractor shall be paid for the services provided to that client according to Paragraph 12-c. of these Standard Terms and Conditions.
- f. **Failure to Comply.** The failure of the Contractor, its personnel, volunteers, interns or any subcontractors to cooperate with the activities described in this Paragraph may result in the Contract Officer taking actions that the officer deems appropriate under Paragraph 11 of these Standard Terms and Conditions.

16. Contract Reviews

The Contract Officer may conduct; contract reviews, including interviews with current and former personnel including subcontractors, volunteers and interns, and former and current clients of the Contractor, regarding allegations about issues that may affect the care, safety and welfare of clients served under the Contract. Any contract review may include, but is not limited to, an announced and/or unannounced site visit and the examination of the Contractor's or subcontractors personnel files, client records, administrative records, facility/environmental reviews, financial records, policies and procedures.

17. Fiscal, Management, and Administrative Requirements

- a. **Changes in Legal Status.** The Contractor shall give the Contract Officer written notice of at least sixty (60) days prior to any change in its legal or financial status, such as a merger or consolidation with another entity, a change in name, bankruptcy, or any action concerning that status pending before the Arizona Corporation Commission or the Arizona Secretary of State. The Contract Officer, in the officer's sole discretion, may require the Contractor to file a new or revised Prequalification Form where the Contractor's legal status has, or may, change.
- b. **Notice of Intent of Acquisition or Merge.** The Contractor shall provide written notification of any pending acquisition or merger of his/her company within 90-days upon discovery. Failure of the Contractor to provide this information may eliminate AOC Qualified Vendor Status.
- c. **Bonds.** The Contract Officer may, under appropriate circumstances, require the Contractor to provide the ASC/AOC with a performance, payment, fidelity or other appropriate bond issued by a surety acceptable to that officer.
- d. **Additional Fiscal Requirements.** If the Contractor provides services under this Contract which are paid for in whole or in part with Federal Government funds, the Contractor shall adhere to, and document, accounting policies and procedures, including those which address cost allocation and allowable expenses, which comply with all applicable federal laws, regulations, and Office of Management and Budget circulars.

18. Indemnification

Contractor shall indemnify, defend, save and hold harmless the State of Arizona, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees (hereinafter referred to as "Indemnatee") from and against any and all claims, actions, liabilities, damages, losses, or expenses (including court costs, attorneys' fees, and costs of claim processing, investigation and litigation) (hereinafter referred to as "Claims") for bodily injury or personal injury (including death), or loss or damage to tangible or intangible property caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of Contractor or any of its owners, officers, directors, agents, employees or subcontractors. This indemnity includes any claim or amount arising out of or recovered under the Workers' Compensation Law or arising out of the failure of such contractor to conform to any federal, state or local law, statute, ordinance, rule, regulation or court decree. It is the specific intention of the parties that the Indemnatee shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of the Indemnatee, be indemnified by Contractor from and against any and all claims. It is agreed that Contractor will be responsible for primary loss investigation, defense and judgment costs where this indemnification is applicable. In consideration of the award of this contract, the Contractor agrees to waive all rights of subrogation against the State of Arizona, its officers, officials, agents and employees for losses arising from the work performed by the Contractor for the State of Arizona.

19. Insurance

Contractor and subcontractors shall procure and maintain until all of their obligations have been discharged, including any warranty periods under this Contract are satisfied, insurance against claims for injury to persons or damage to property which may arise from or in connection with the performance of the work hereunder by the Contractor and subcontractors, their agents, representatives, and employees.

The insurance requirements herein are minimum requirements for this Contract and in no way limit the indemnity covenants contained in this Contract. The Court in no way warrants that the minimum limits contained herein are sufficient to protect the Contractor from liabilities that might arise out of the performance of the work under this contract by the Contractor, its agents, representatives, employees or subcontractors, and Contractor is free to purchase additional insurance.

- a. **Insurance Required.** Before commencing services under the Contract, the Contractor shall furnish the Contract Officer a certificate from the Contractor's insurer. The insurer shall be authorized to transact business in Arizona and hold a Certificate of Authority issued from the Arizona Department of Insurance. The certificate shall demonstrate insurance coverage in the minimum amounts and under the terms stated in Subparagraphs b and c. The Contract Officer shall have the right to request and receive certified copies of any or all of the applicable policies or endorsements.

c. **Coverage.** The Contractor shall maintain the coverage specified in this Subparagraph in full force and effect during the term of the Contract. The coverage specified in this Subparagraph shall not limit the liability or other obligations of the Contractor. The Contractor shall require all subcontractors to maintain the same coverage specified in this Subparagraph, or shall provide such coverage for subcontractors. The Contract Officer reserves the right to waive or adjust insurance requirements in unique situations.

i. **Commercial General Liability – Occurrence Form**

Policy shall include bodily injury, property damage, personal injury and broad form contractual liability coverage.

- General Aggregate \$2,000,000
- Products – Completed Operations Aggregate \$1,000,000
- Personal and Advertising Injury \$1,000,000
- Damage to Rented Premises \$50,000
- Blanket contractual Liability – Written and Oral \$1,000,000
- Each Occurrence \$1,000,000

A. The policy shall be endorsed to **include coverage for sexual abuse and molestation* with a minimum limit of \$500,000.** *Sexual Abuse and Molestation coverage may be included in either Commercial General Liability and/or Professional Liability. **“Sexual Abuse/Molestation coverage is included.” Policies/certificates stating that “Sexual Abuse/Molestation coverage is not excluded” does not meet this requirement.**

B. The policy must be endorsed to include the following additional insured language: ***“The State of Arizona, Arizona Supreme Court, and their agencies, boards, commissions, officials, agents, and employees shall be named as additional insureds with respect to liability arising out of the activities performed by or on behalf of the Contractor.”*** Such additional insured shall be covered to the full limits of liability purchased by the Contractor, even if those limits of liability are in excess of those required by this Contract.

C. Policy shall contain a waiver of subrogation in favor of the State of Arizona, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees for losses arising from work performed by or on behalf of the Contractor.

ii. **Worker’s Compensation and Employer Liability**

Coverage is required if applicant has paid employees that provide services on the contract. This requirement shall not apply to: **Separately, EACH contractor or subcontractor exempt under A.R.S. § 23-901, AND when such contractor or subcontractor executes the appropriate waiver (Sole Proprietor/Independent Contractor) form.**

- Worker’s Compensation Statutory

- Employer’s Liability
 - Each Accident \$1,000,000
 - Disease – Each Employee \$1,000,000
 - Policy Limit \$1,000,000

A. Policy shall contain a waiver of subrogation in favor of the State of Arizona, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees for losses arising from work performed by or on behalf of the Contractor

iii. **Business Automobile Liability**

Bodily injury and Property Damage for any owned, hired, and/or non-owned vehicles used during the performance of this Contract.

- Combined Single Limit (CSL) \$1,000,000

A. The policy must be endorsed to include the following additional insured language: *“The State of Arizona, Arizona Supreme Court, its departments, agencies, boards, commissions, officials, agents, and employees shall be named as additional insureds with respect to liability arising out of the activities performed by or on behalf of the Contractor, involving automobiles owned, leased, hired or borrowed by the Contractor.”* Such additional insured shall be covered to the full limits of liability purchased by the Contractor, even if those limits of liability are in excess of those required by this Contract.

A. Policy shall contain a waiver of subrogation in favor of the State of Arizona, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees for losses arising from work performed by or on behalf of the Contractor.

B. Policy shall contain a severability of interest provision.

iv. **Professional Liability (Errors and Omissions Liability)**

- Each Claim \$1,000,000
- Annual Aggregate \$3,000,000

A. The policy shall cover professional misconduct or lack of ordinary skill for those positions defined in the service specification(s) of this contract.

B. The policy must be endorsed to **include coverage for sexual abuse and molestation* with a minimum limit of \$500,000.**

*Sexual Abuse and Molestation coverage may be included in either Commercial General Liability and/or Professional Liability.

- C. In the event that the professional liability insurance required by this Contract is written on a claims-made basis, Contractor warrants that any retroactive date under the policy shall precede the effective date of this Contract; and that either continuous coverage will be maintained or an extended discovery period will be exercised for a period of two (2) years beginning at the time work under this Contract is completed.
- c. **Additional Insured Requirements:** The Commercial General and Automobile policies shall include, or be endorsed to include, the following provisions:
- i. The certificate of insurance for Commercial General Liability must be endorsed to include the following additional insured language: **“The State of Arizona, Arizona Supreme Court and their agencies, boards, commissions, officials, agents, and employees shall be named as additional insureds with respect to liability arising out of the activities performed by or on behalf of the Contractor.”**
 - ii. The certificate of insurance for Automobile Liability must be endorsed to include the following additional insured language: **“The State of Arizona, Arizona Supreme Court and their agencies, boards, commissions, officials, agents, and employees shall be named as additional insureds with respect to liability arising out of the activities performed by or on behalf of the Contractor, involving automobiles owned, leased, hired or borrowed by the Contractor.”**
 - iii. The Contractor’s policies shall stipulate that the insurance afforded to the Contractor shall be primary insurance and that any insurance carried by the Department, its agents, official, employees or the State of Arizona shall be excess and contributory insurance, as provided by Arizona Revised Statutes Section 41-621 (C).
 - iv. Coverage provided by the Contractor shall not be limited to the liability assumed under the indemnification provisions of this Contract.
- d. **Cancellation Notice.** With the exception of (10) day notice of cancellation for non-payment premium, any changes material to compliance with this contract in the insurance policies above shall require (30) days written notice to the State of Arizona. Such notice shall be sent directly to the Department and shall be sent by Certified mail, return receipt requested.
- e. **Acceptability of Insurers.** Contractor’s insurance is to be placed with companies duly licensed in the State of Arizona or hold approved non-admitted status on the Arizona Department of Insurance List of Qualified Unauthorized Insurers. Insurers shall have an “A.M. Best” rating of not less than A-VII. The State of Arizona in no way warrants that the above-required minimum insurer rating is sufficient to protect the Contractor from potential insurer insolvency.

- f. **Verification of Coverage:** Contractor shall furnish the State of Arizona, Arizona Supreme Court with certificates of insurance (ACORD form or equivalent approved by the State of Arizona) as required by this Contract. The certificates for each insurance policy are to be signed by a person authorized by that insurer on its behalf.

All certificates and endorsements are to be received and approved by the State of Arizona before work commences. Each insurance policy required by this Contract must be in effect at or prior to commencement of work under this Contract and remain in effect for the duration of the project.

- g. **Subcontractors.** Contractors' certificate(s) shall include all subcontractors as insureds under its policies or Contractor shall furnish to the State of Arizona separate certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to the minimum requirements identified above.
- h. **Approval.** Any modification or variation from the insurance requirements in this Contract shall be made by the Courts in consultation with Department of Administration, Risk Management Division. Such action will not require a formal Contract amendment, but may be made by administrative action.

Insurance	Minimum Amounts		Additional Insured Required	Waiver of Subrogation	Sexual Abuse/ Molestation Required (\$500,000)
Commercial General Liability	Each Occurrence		X	X	X (Required by endorsement in either CGL or PROF)
	Products Personal and Advertising Injury	\$1,000,000			
	Blanket Contractual Liability	\$1,000,000			
	Damage to Rented Premises	\$50,000			
	Aggregate	\$2,000,000			
Business Automobile Liability	Combined Single Limit	\$1,000,000	X	X	N/A
Worker's Compensation and Employer's Liability	Each Accident	\$1,000,000			
	Disease – Each Employee Disease - Policy Limit	\$1,000,000			
		\$1,000,000			
Professional Liability	Each Claim Annual Limit	\$1,000,000 \$3,000,000			X (Required by endorsement in either CGL or PROF)

20. Disputes

Should any dispute arise between the ASC/AOC and the Contractor concerning this Contract, the Contractor shall follow procedures established in the Supreme Court Administrative Office of the Courts' Policies and Procedures Manual No. 7.04 (C) and (D). If, after exhausting the administrative remedies set forth in those provisions, the dispute is subject to the mandatory arbitration provisions of A.R.S. § 12-133, the ASC/AOC and the Contractor shall submit the matter to binding arbitration in compliance with A.R.S. § 12-1518.

21. Confidentiality of Client Information

- a. **Compliance.** The Contractor, its personnel, volunteers, interns and subcontractors unless otherwise exempt, shall adhere to all federal, state and local laws regarding confidentiality including, but not limited to the Health Insurance Portability and Accountability Act (HIPAA) Pub. L. No. 1-4-191 (1996) and regulations promulgated there under.
- b. **Prohibition.** The Contractor, its personnel, subcontractors, volunteers and interns shall not divulge or release information received from the Superior Court/Juvenile Probation Department about any client to anyone without a court order, except to the ASC/AOC, the referring Superior Court/Juvenile Probation Department, or anyone authorized by the Contract Officer to receive it. Violation of this Paragraph or applicable law shall constitute grounds to terminate this Contract.
- c. **Release Authorization.** Release of records containing client information requires a signed authorization/release form executed in accordance with current state licensing and federal standards. All release authorization forms shall be maintained by the Contractor and indicate the person or agency to receive the information, the specific information to be released, and the expiration date or event that will trigger the expiration date of the release, and shall be signed by the client and the client's parent, guardian, or designated representative. Release forms shall meet all federal and state requirements, as applicable and including, but not limited to, 42 CFR Part 2 and 45 CFR 164.508. Unless the entity is otherwise exempt, disclosures must be accounted for under 45 CFR 164.528 and be executed separately and distinctly for each release event.
- d. **Record Dissemination.** Except for the persons identified in Subparagraph b, the Contractor shall refer persons requesting records of written documentation contain client information relating to this Contract to the probation department. The Contractor shall maintain release authorization forms to track the dissemination of information in each client's record, except for the release of record to the ASC/AOC, or the probation department. The process for dissemination of record is listed below and varies by record type.
 - i. Court records are defined as records obtained through the ASC/AOC, or the referring juvenile or adult Superior Court shall be considered court record and are only authorized for release to a third party through court order. Contractor shall refer persons requesting client court records to the referring probation department.

- ii. Internal records are defined as records originated by the Contractor in the delivery of service under this Contract and are only authorized for release to a third party through the release authorization as defined in Subparagraph c. Court records obtained are not considered internal records and are only authorized for release as defined in this Subparagraph and as defined by applicable federal standard.
- iii. Third party records are defined as records obtained by the Contractor from a third party through a release authorization and are authorized for release as defined in this Subparagraph c.
- e. **Request for Record.** The Contractor shall request record(s) from a third party with a release authorization as defined in Subparagraph c. Any request for court records, as defined in Subparagraph d-i, shall be referred to the probation department.
- f. **Procedures and Controls.** The Contractor shall have written policies and procedures, and maintain controls, acceptable to the Contract Officer which comply with Paragraphs 14 and 21 of these Standard Terms and Conditions, rules, policies and any applicable statutes. The Contractor shall conduct and document an annual review of all written policies and changes incorporated therein as a result of responses to monitoring reports, quality assurance checks and/or performance improvement plans. At a minimum, they shall address the compilation, locked storage, dissemination, retention and disposal of client records, information, and Incident Reports. Except as authorized by the Contract, the policies, procedures, and controls shall assure that no information contained in the Contractor's records or obtained from designated authorities or others is used or disclosed by the Contractor's agents, officers, or personnel; its volunteers or interns; or by subcontractors.
- g. **Research Data.** Notwithstanding any other provision of this Paragraph, the Contractor shall not provide to anyone other than the ASC/AOC any information, including information about clients in whatever form, for research purposes without the prior written approval of the Contract Officer. The Contractor shall refer any requests for such information to the Contract Officer and such requests shall be in writing. Approval shall be within the discretion of the Contract Officer.
- h. **Subpoenas.** If the Contractor receives a subpoena requesting records relating to this Contract, the Contractor, before complying with the subpoena, shall immediately notify the Contract Officer, and supply that officer with a copy of the subpoena.

22. Non-Discrimination in Service Delivery

The Contractor shall not deny services to or otherwise discriminate in the delivery of services against any client on the basis of race, color, religion, gender, national origin, age, disability, or sexual orientation. For purposes of this Paragraph, gender discrimination includes sexual harassment.

23. Non-Discrimination in Employment

The Contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, gender, national origin, age, disability, or sexual orientation. The Contractor shall comply with all applicable federal, state and local laws, regulations and rules, and executive and administrative orders regarding employment discrimination. For purposes of this Paragraph, gender discrimination includes sexual harassment.

24. Cancellation Due to Conflict of Interest

Pursuant to A.R.S. § 38-511, the ASC/AOC may cancel a Contract if any person significantly involved in initiating, negotiating, securing, drafting or creating a Contract on the ASC/AOC's behalf is, during the Contract duration and including extensions:

- a. An employee or agent of any party to the Contract in any capacity; or
- b. A consultant to any other party to the Contract concerning the contract's subject matter.

The cancellation shall be effective when the Contractor receives written notice from the Contract Officer, unless the notice specifies a later date.

25. Effect of Contradictory Provisions

To the extent that Attachment A, the Service Specifications, or any amendments or change orders to the Contract conflict with these Standard Terms and Conditions, the Attachment A, the Service Specifications or any amendments or change orders shall control the interpretation of the Contract.

26. General Provisions

- a. **Applicable Law.** The laws and rules of the State shall govern the rights of the parties, the performance of this Contract and any disputes under it. Any action relating to this Contract shall be brought in an Arizona Superior Court. Any changes in the applicable laws and rules during the term of this Contract shall apply without amendment of this Contract.
- b. **Unenforceability of Provisions.** If any provision of this Contract is held invalid or unenforceable, the remaining provisions shall continue to be valid and enforceable to the full extent permitted by law.
- c. **Insurance.** The Contractor shall comply with all laws regarding unemployment insurance, disability insurance, and workers' compensation.
- d. **Independent Contractor Status.** The Contractor is an independent contractor in the performance of work and the provision of services under this Contract, and is not to be considered an officer, employee, or agent of the State, or of the ASC/AOC.

- e. **Non-waiver.** The Contract Officer's acceptance of performance which does not strictly comply with a requirement of this Contract shall not constitute a waiver of the right to enforce strict compliance of the requirement in the future.
- f. **Certification Against Contingent Fees.** The Contractor certifies that no individual or agent has been employed or retained to solicit or secure this Contract for a commission, percentage, brokerage or contingent fee, except a bona fide employee maintained by the Contractor to secure business.
- g. **Compliance with the Arizona Legal Workers Act, A.R.S. §41-4401.**
 - i. Contractor warrants compliance with all Federal immigration laws and regulations relating to employees and warrants its compliance with A.R.S. § 23-214(A). (That subsection reads: "After December 31, 2007, every employer, after hiring an employee, shall verify the employment eligibility of the employee through the E-Verify program."). If this compliance requirement disqualifies any of Contractor's key personnel or individuals working at the direction of Contractor and no acceptable alternative is provided the Court may terminate this contract.
 - ii. A breach of a warranty regarding compliance under subparagraph A shall be deemed a material breach of the contract that is subject to penalties up to and including termination of the contract.
 - iii. The Court retains the legal right to audit and inspect the papers of any of Contractor's employee or subcontractor's employee who works on the contract to ensure that Contractor's personnel and any person working at the direction of Contractor is complying with the warranty under subparagraph.

27. Fingerprinting and Affidavits

- a. **Fingerprinting and Affidavit Requirements.** Contractor's personnel which includes, employees, subcontractors, volunteers, and interns who provide or may provide direct services to clients under this contract shall prior to performing services under this contract:
 - i. Be fingerprinted as required by this Subparagraph and A.R.S. § 8-322 (G). A contract entered into between the Arizona Supreme Court or the County Attorney and any contract provider to provide services pursuant to section A.R.S. § 8-321 shall adhere to the requirements of this Subparagraph. The Contractor shall ensure **within seven (7) working days of employment**, as a condition of employment, personnel who are employed by any contract provider, whether paid or not, and who are required or allowed to provide services directly to clients shall have and maintain a valid fingerprint clearance card issued pursuant to Title 41, Chapter 12, Article 3.1 or shall apply for a fingerprint clearance card; and

- ii. Certify criminal offense history on a notarized AOC Criminal History Affidavit Form **within seven (7) working days of employment** pursuant to:
 - A. A.R.S. § 8-322 (L). Personnel who are employed by any contract provider, whether paid or not, and who are required or allowed to provide services directly to juveniles shall certify on a criminal history affidavit form whether they are awaiting trial on or have been convicted of any of the criminal offenses pursuant to Section 41-1758.03, Subsections B and C in this state or another state or jurisdiction.
 - B. A.R.S. § 8-322 (M). Personnel who are employed by any contract provider, whether paid or not, and who are required or allowed to provide services directly to juveniles shall certify on a criminal history affidavit form whether they have ever committed any act of sexual abuse of a child, including sexual exploitation and commercial sexual exploitation, or any act of child abuse or is registered as a sex offender.
- b. **Fingerprinting and Affidavit Process.** In order to comply with the fingerprinting and affidavit requirement, the Contractor shall perform the following **within seven (7) working days of employment** for all personnel:
 - i. **If personnel have a fingerprint clearance card the following must occur:**
 - A. Prior to being allowed to perform services under this contract, the Contractor shall obtain personnel's fingerprint clearance card and contact the Department of Public Safety (DPS) to verify the validity of the fingerprint clearance card. This verification process must be documented in the personnel file and a copy of the fingerprint clearance card must be maintained in the personnel file.
 - B. Prior to being allowed to perform services under this contract, personnel must complete an AOC Criminal History Affidavit form, which must be signed and notarized. The affidavit can be obtained from the AOC via the JJSD website and must be maintained in the personnel file.
 - ii. **If personnel do not have a fingerprint clearance card the following must occur:**
 - A. Prior to being allowed to perform services under this contract personnel must complete an AOC Criminal History Affidavit form, which must be signed and notarized. The affidavit can be accessed on the JJSD website and must be maintained in the personnel file.

- B. Within seven (7) working days of employment, personnel must complete **AND** submit a fingerprint clearance application to DPS. A copy of the application, including the fingerprint ink card must be maintained in the personnel file. Once the person receives the fingerprint clearance card, a copy of the card must be maintained in the personnel file.
 - C. The Contractor shall contact DPS to check on the status of pending fingerprint clearance card applications as outlined in subsection c of this paragraph. All status checks must be documented in the personnel file.
- c. **Status Checks.** The Contractor must check the status of the application with DPS for a fingerprint clearance card at 30 days after submission and every 7 days thereafter until the employee presents either a valid fingerprint clearance card, a denial from the DPS, or is advised by DPS that the application has been completed. If the information from DPS indicates the application has been completed, the employee must immediately present a fingerprint clearance card or be suspended from performing services under this contract until the clearance card is presented. If the employee has been denied a fingerprint clearance card, but is eligible to apply for a Good Cause exception, the employer may proceed according to A.R.S. § 8-322 (K) unless advised differently by the Board of Fingerprinting. The Contractor must document status checks in files for all persons providing services under contract.
- d. **Renewals:** The Contractor shall have in place a process to monitor staff fingerprint renewals to assist staff to continually meet the AOC Fingerprint and Criminal History Affidavit requirements. If a lapse occurs and staff do not have a valid fingerprint card the staff will not be allowed to provide services until a current fingerprint card is obtained and renewal is documented by the Contractor.
- e. **Record Keeping.** The contractor shall maintain a copy of the record of fingerprinting and an original of the notarized AOC Criminal History Affidavit form in a file described in Paragraphs 43 and 44 of these Standard Terms and Conditions. The criminal history affidavit can be obtained via the JJSD website. The Contractor shall make the file available for inspection on request. The original fingerprint clearance card is the personal property of the individual whose name appears on the card.
- f. **Termination.** The Contract may be terminated immediately pursuant to:
- i. **A.R.S. § 8-322 (I).** The contract may be terminated immediately if a person certifies that pursuant to A.R.S. § 8-322 (L) or 8-322 (M) that the person is awaiting trial or has been convicted of any of the offenses listed in A.R.S. § 8-322 (L) or 8-322 (M) in this state or of acts committed in another state that would be offenses in this state or if the person does not possess or is denied issuance of a valid fingerprint clearance card.

- ii. **A.R.S. § 8-322 (J).** The contractor may avoid cancellation or termination of the contract under A.R.S. § 8-322 (I) if a person who does not possess or has been denied issuance of a valid fingerprint clearance card or who certifies pursuant to A.R.S. § 8-322 (L) or 8-322 (M) that the person has been convicted of or is awaiting trial on any of the offenses pursuant to A.R.S. § 41-1758.03, subsection F is immediately prohibited from employment or services with the licensee or contract provider in any capacity requiring or allowing contact with juveniles.
 - iii. **A.R.S. § 8-322 (K).** A contractor may avoid cancellation or termination of their contract under 8-322-I if a person who does not possess or has been denied issuance of a valid fingerprint clearance card or who certifies pursuant to 8-322 (L) or 8-322 (M) that the person has been convicted of or is awaiting trial on any of the offenses pursuant to section 41-1758.03, Subsection G is immediately prohibited from employment or service with the contract provider in any capacity requiring or allowing the person to provide direct services to juveniles unless the person is granted a good cause exception pursuant to section 41-619.55.
- g. **Certification.** By signing the contract, the contractor certifies that its personnel, subcontractors, volunteers, and interns meet the requirements of this Paragraph as of the date of contract signing.
 - h. **Failure to comply.** If the Contractor, any of its personnel, or any volunteers, interns, or other subcontractors fails to disclose or falsifies information to be disclosed in this Paragraph, or otherwise fails to comply with the requirements of this Paragraph, the Contract Officer shall direct the Contractor to take action immediately to comply with this Paragraph and any other actions that are appropriate under the circumstances. If the Contractor fails to take all appropriate actions as directed, the Contract Officer shall terminate the contract.

28. Group Homes

- a. In addition to all other terms and conditions of the contract, in accordance with A.R.S. § 36-1201 the ASC/AOC shall require for each Group Home contract awarded, renewed or amended the following minimum provisions:
 - i. The Group Home shall provide a safe, clean and humane environment for the residents.
 - ii. The Group Home is responsible for the supervision of the residents while they are in the group home environment or while residents are engaged in any off-site activities organized or sponsored by and under the direct supervision and control of the group home or any organization affiliated with the group home.
 - iii. All Group Home contractors shall be licensed by either the Department of Health Services or the Department of Economic Security.

- iv. The award of a contract is not a guarantee that children will be placed in the group home.
- v. A license violation by the group home that is not corrected pursuant to this section may also be considered a contract violation.
- vi. State agencies and regional behavioral health authorities may share information regarding group home contractors. The shared information shall not include information that personally identifies residents of group homes.
- vii. The following contract remedies:
 - A. A schedule of financial sanction in an amount of up to five hundred dollars (\$500.00) per violation that the ASC/AOC, after completing an investigation, may assess against the Group Home Contractor for a substantiated contract violation relating to the health, care or safety of a client or the safety of a neighbor. A financial sanction may be imposed for a contract violation related to the safety of a neighbor only if the violation would be sufficient to form the basis for a civil cause of action for damages on the part of the neighbor whether or not such a civil action has been filed. These sanctions may be imposed by either deducting the amount of the sanction from any payment due or withholding future payments. The deduction or withholding may occur after any hearing available to the Contractor.
 - B. The ASC/AOC reserves the right to remove residents from the Group Home or suspend new placements to the Group Home until the contracting violation is corrected.
 - C. The ASC/AOC right to cancel the Contract.
- viii. Within ten (10) business days after the ASC/AOC receives a complaint relating to a Group Home the ASC/AOC shall notify the Group Home provider and either initiate a contract review or refer the complaint to the licensing authority. If any complaint concerns an immediate threat to the health and safety of a child, the complaint shall be immediately referred to the licensing authority. If the ASC/AOC determines that a violation has occurred, it shall:
 - A. Notify all other contracting authorities of the violation;
 - B. Coordinate a corrective action plan consistent with the severity of the violation; and
 - C. Require the corrective action plan to be implemented within ninety (90) days.

- ix. If a licensing deficiency is not corrected in a timely manner to the satisfaction of the licensing authority, the ASC/AOC may cancel the contract immediately on notice to the group home and may remove the residents.

- b. When a Contractor is notified by an administrative licensing body that the licensing authority has determined that a license violation has occurred or is occurring, or that an emergency license suspension occurs, the Contractor shall immediately notify the ASC/AOC Contract Officer via phone, fax or e-mail of occurrence. Written notification to the ASC/AOC is required and must follow within twenty-four (24) hours.

- c. A group home's record of contract violations and licensing violations may be considered by any contracting authority when it evaluates any requests for proposals.

SECTION III - CLIENT RIGHTS

29. Client Rights

- a. **Posting and Documentation.** The Contractor shall post a list of client rights in a conspicuous area accessible to all clients pursuant to A.R.S. § 36-504 (A) in both English and Spanish. The Contractor shall document the client's receipt of his/her client rights in the client file. At a minimum, the Contractor shall have a written acknowledgement signed by the client that:
 - i. Confirms receipt of a copy of the Client Rights by the client;
 - ii. Indicates that a verbal explanation was provided by the Contractor; and
 - iii. Indicates the client's understanding of the Client Rights and Responsibilities.
- b. **Rights.** At the time of admission to service, a client and, if applicable, the client's parent, guardian, custodian, designated representative, or agent shall be provided with a written list and a verbal explanation of the following rights:
 - i. To be treated with dignity, respect and consideration;
 - ii. Not to be discriminated against based on race, national origin, religion, gender, sexual orientation, age, disability, marital status, diagnosis, or source of payment;
 - iii. To be informed of and consent to the proposed treatment/services including the intended outcome, the nature of the proposed treatment/services, any procedures involved in the proposed treatment/services, risk or side effects of the proposed treatment/services and any alternatives to the proposed treatment/services
 - iv. To receive treatment that;
 - A. Supports and respects the client's individuality, choices, strengths and abilities.
 - B. Supports the client's personal liberty and only restricts the client's personal liberty according to a court order or by the client's consent.
 - C. Is provided in the least restrictive environment that meets the client's treatment needs.
 - D. Incorporates the family members, guardian, and/or other support persons, as appropriate.
 - v. Not to be prevented or impeded from exercising the client's civil rights unless the client has been adjudicated incompetent or a court of competent jurisdiction has found that the client is unable to exercise a specific right or category of rights;

- vi. To submit grievances to agency staff members and complaints to outside entries and other individuals without constraint or retaliation;
- vii. To have grievances considered by a contractor in a fair, timely and impartial manner;
- viii. To seek, speak to, and be assisted by a legal counsel of the client's choice at the client's expense;
- ix. To receive assistance from a family member, designated representative, or other individual in understanding, protecting, or exercising the client's rights;
- x. To have the client's information and records be confidential and released only as permitted by state or federal law, court order or as authorized in writing by the client's legal guardian;
- xi. To privacy in treatment, including the right not to be fingerprinted, photographed, or recorded except:
 - A. For photographing for identification and administrative purpose as provided by A.R.S. Title 36-507 (2).
 - B. For video recordings used for security purposes that are maintained only on a temporary basis.
 - C. For any other event or purpose, written consent by parent/guardian must be obtained immediately prior to the event and upon full disclosure of the intended use of the image. Use of an image(s) for promotion, marketing and financial gain is strictly prohibited.
- xii. To review, upon written request by the client's legal guardian, the client's record during normal agency business hours or at a time agreed upon between the client's legal guardian and the contractor;
- xiii. A general consent form for services shall be signed by the parent/guardian and is advisable in addition to the treatment by court order. This form would be obtained prior to the provision of services;
- xiv. An Informed Consent Form, as outlined in the definitions of these Terms and Conditions, "is signed by the client and the client's parent, guardian, or designated representative as appropriate and contains documentation that a verbal explanation has been provided to the client. Informed consent can be accomplished by providing a verbal explanation of the client's condition and proposed treatment/services including the intended outcome, the nature of the proposed treatment/services, any procedures involved in the proposed treatment/services, risk or side effects of the proposed treatment/services and any alternatives to the proposed treatment/services".

This requirement is not applicable to delinquency prevention programs, unless the program is graphic in nature;

- xv. To be free from abuse, neglect, exploitation, coercion, and manipulation;
 - xvi. To have the client's parent, guardian, custodian, or agent participate in treatment decisions and in the development and periodic review and revision of the client's written treatment/service plan;
 - xvii. To participate or refuse to participate in religious activities; and
 - xviii. To refuse to acknowledge gratitude to the contractor through written statements, other media, or speaking engagements at public gatherings.
- c. **Telephone Numbers.** The Contractor shall post, in a waiting or public access area and at the telephone available for client use, the local telephone number or hotline number of the Arizona Department of Economic Services, Office of Child Protective Services, and local emergency numbers.

30. Privacy

- a. **Space.** For out-of-home programs, the Contractor's space and furnishings shall be arranged to enable the Contractor to provide supervision while respecting the client's right to privacy.
- b. **Communication.** For out-of-home programs, the Contractor shall allow the client private and uncensored communication and visits with family members or other visitors when such visits do not interfere with treatment activities or are not contraindicated by the client's treatment plan or Superior Court order.
 - i. Restriction of communication or visits required for therapeutic reasons shall be determined with the client, the client's parents, the family, the probation officer, the therapist or counselor, and the designated representative or guardian and be documented in the client's record.
 - ii. The Contractor shall make telephones accessible, ensure that correspondence can be received and mailed, and make space available for visits.
- c. **Scheduling.** If a Contractor providing services under an out-of-home program restricts the times and places for visits and the use of telephones, it shall do so in writing and post the restrictions in a conspicuous place.
- d. **Photographs.** The Contractor shall not use photographs of a client without a dated and signed written consent form from the client, the client's parent or guardian and the probation officer. The Contractor shall state on the form the specific reasons for using the photograph and the manner in which the Contractor intends to use it. The Contractor shall place the form in the client's record.

31. Work for Clients

- a. **Compensation.** Clients may engage in labor if the labor is compensated in accordance with the Fair Labor Standards Act, 29 U.S.C. § 206 or the state minimum wage law, whichever is more stringent.
- b. **Chores.** Clients may participate in routine household activities designed to enhance or develop independent-living-skills functioning in accordance with an established program or the client's treatment/service plan. At no time shall routine household activities and maintenance endanger the health, safety and welfare of the clients. Contractor shall take all appropriate measures to ensure client health and safety during these activities and provide adequate supervision.

32. Clothing

The Contractor shall allow clients to wear their own clothing unless contraindicated by a client's treatment/service plan or the Contractor's written policy. All clothing and footwear provided by the Contractor must fit appropriately and be in satisfactory condition. The Contractor may establish dress codes.

SECTION IV - GENERAL CONTRACTOR REQUIREMENTS

33. General Requirements

- a. **Contractor Orientation:** Contractors are required to attend and complete a Contractor Orientation within 30 days of the start of the contract period. The orientation will be provided by the AOC. Failure to complete the orientation shall be considered non-compliance and subject to Paragraph 11 “Remedies and Termination Rights” of this contract.
- b. **Qualified Staff.** The Contractor shall be staffed to meet the acuity of the client with qualified personnel to provide the quantity and type of services set forth in the Contractor’s Application. The Contractor’s personnel qualifications shall meet the requirements of this Contract and be commensurate with the level of care required by clients and the client admission and discharge criteria of the Contractor.
- c. **CPR and First Aid.** There shall be a minimum of one (1) person with current certification in first aid training and one (1) person with current cardiopulmonary resuscitation certification from a program approved by the American Heart Association, the American Red Cross or the Licensing Office of the Arizona Department of Health Services on the premises at all times when the Contractor is open and clients are present, or when the Contractor is providing general transportation or for staff-supervised group outings. One person may meet both certification requirements. This requirement does not apply to staff providing in-home services, mentoring services outside of a facility or big brother/big sister programs.
- d. **Operating Policy.** The Contractor shall have written policies that implement the Terms and Conditions of the Contract; including, but not limited to, incident reporting, participation by probation officers in treatment/service planning, staffing and discharge planning, client file documentation and storage and dissemination of client records.
- e. **Annual Policy Review.** The Contractor shall conduct and document an annual review of all written policies and changes incorporated therein as a result of responses to monitoring reports, quality assurance checks and/or performance improvement plans.

34. Personnel Policies and Organization Chart

- a. **Personnel Policies.** The Contractor shall establish written policies describing the duties, responsibilities and required minimum qualifications of its personnel, including subcontractors. Personnel policies shall include standards governing the ethical conduct of personnel and confidentiality of information in compliance with Paragraph 21 of these Standard Terms and Conditions. The personnel policies shall set forth specific qualification requirements. The qualification requirements shall relate to the service categories offered by the Contractor under this Contract and shall be consistent with the minimum requirements set forth by state licensing authorities and/or relate to the Contract.

- b. **Policies Concerning Volunteers and Interns.** If the Contractor uses volunteers or interns to provide services to clients, it shall have written policies governing the provision of those services that set forth qualification requirements for, and service descriptions and responsibilities of, volunteers and interns. The policies shall also address screening, training, and orientation of the volunteers/interns. Volunteer and intern supervision shall be provided as outlined in Paragraph 39 of this document. The policies and procedures shall mandate that information about each volunteer or intern be retained in the Contractor's files according to Paragraph 44 of these Standard Terms and Conditions.

- c. **Organizational Chart.** Where applicable, the Contractor shall have an organizational chart identifying all personnel positions. The chart shall clearly indicate lines of supervision, authority and accountability.

- d. **Professional Conduct:** The Contractor shall have written standards and disciplinary policies describing the expected behavior of staff.

SECTION V - MINIMUM PERSONNEL QUALIFICATIONS TO PROVIDE SERVICES TO CLIENTS

35. Assessment, Treatment/Service Planning, Counseling, Psychotherapy and Evaluation & Diagnosis Services

The AOC acknowledges standards set forth by the Arizona Board of Behavioral Health Examiners (BBHE) through Arizona Administrative Code R4-6-403 through R4-6-707 that allow for independent and direct practice experience by behavioral health professionals in relation to psychotherapy for the purpose of assessment, diagnosis and treatment of individuals, families and groups.

Assessment, treatment/service planning, group, family or individual counseling, psychotherapy and evaluation and diagnosis services of a clinical nature shall be conducted only by a psychiatrist, a psychologist, or a professional meeting the minimum qualifications outlined in Paragraph 36.

36. Qualifications to Provide Assessment, Treatment/Service Planning, Counseling, Psychotherapy and Evaluation & Diagnosis Services

a. **Generally.** Any person who provides the professional services referenced in Paragraph 35 of these Standard Terms and Conditions shall be at least twenty-one (21) years of age, possess a minimum of a Master's degree in a human service related specialty and have at least one of the following qualifications:

i. Psychiatrists shall be a licensed physician as defined in A.R.S. Title 32, Chapter 13 or 17, who is Board certified or Board eligible under the standards of the American Board of Psychiatry and Neurology or the Osteopathic Board of Neurology and Psychiatry.

ii. Psychologists shall be licensed by the Arizona Board of Psychologist Examiners in accordance with A.R.S. Title 32, Chapter 19.1.

iii. Professional Counselors, Marriage and Family Therapists, Social Workers or Substance Abuse Counselors shall hold a Master's degree in a human service related specialty and have the following qualifications as applicable:

A. Professional Counselors shall be a Licensed Professional Counselor (LPC) with the Arizona Board of Behavioral Health Examiners pursuant to A.R.S. Title 32, Chapter 33.

B. Marriage and Family Therapists shall be a Licensed Marriage and Family Therapist (LMFT) with the Arizona Board of Behavioral Health Examiners pursuant to A.R.S. Title 32, Chapter 33.

- C. Substance Abuse Counselors shall be a Licensed Independent Substance Abuse Counselor (LISAC) with the Arizona Board of Behavioral Health Examiners pursuant to A.R.S. Title 32, Chapter 33.
- D. Social Workers shall be a Licensed Clinical Social Worker (LCSW) with the Arizona Board of Behavioral Health Examiners pursuant to A.R.S. Title 32, Chapter 33.
- b. **Non-Licensed Ph.D.** Ph.D. level staff, that are not clinical psychologists and are not licensed by the Arizona Board of Psychologist Examiners, shall be licensed to practice independently by the Arizona Board of Behavioral Health Examiners pursuant to A.R.S. Title 32, Chapter 33, or must meet the standards listed in of Paragraph 36, Subparagraphs f, g, h, or i.
- c. **Nurse Practitioners.** Nurse practitioners providing the services specified in Paragraph 35 of these Standard Terms and Conditions shall be at least twenty-one (21) years of age, hold a Master's degree in a human services specialty, and licensed by the Arizona Board of Nursing pursuant to A.R.S. Title 32, Chapter 15.
- d. **Physician Assistants.** Physician assistants providing the services specified in Paragraph 35 of these Standard Terms and Conditions shall be at least twenty-one (21) years of age, hold a Master's degree, and licensed by the Arizona Board of Medical Examiners pursuant to A.R.S. Title 32, Chapter 25.
- e. **Registered Nurses.** Registered nurses providing the services specified in Paragraph 35 of these Standard Terms and Conditions shall be at least twenty-one (21) years of age, hold a Master's degree, and licensed by the Arizona Board of Nursing pursuant to A.R.S. Title 32, Chapter 15 and shall have one (1) year of work experience in a behavioral health field.
- f. **Licensed Agency Personnel.** Behavioral health technicians who hold a minimum of a Bachelor's degree in a human service related specialty, have a minimum of two (2) years of documented full-time experience working with the client population being served and are employed by an agency licensed by the Department of Health Services as outlined in R9-10-114 as referenced in the *Arizona Register* and receiving clinical supervision/oversight by a person listed in Paragraph 36 a. i – a. iii. at a rate of four (4) hours per month are allowed to provide services as consistent with their licensure status.
- g. **Licensed Associate Behavioral Health Professionals.** Staff licensed at the Associate level by the Arizona Board of Behavioral Health Examiners as defined in R4-6-403 through R4-6-707 may provide assessment, treatment/service planning, group, individual and family counseling, and other direct care services under this contract; shall have a minimum of two (2) years of documented full-time experience working with the client population being served; shall not engage in independent practice under this contract; and shall receive clinical supervision/oversight at a rate of four (4) hours per month by a person listed in Paragraph 36 a. i – a. iii.

- h. **Temporarily Licensed Staff.** A Master's degree clinician who possesses a temporary license from the BBHE as described in R4-6-306 may provide assessment, treatment/service planning, group, individual and family counseling, and other direct care services under this contract. The clinician must adhere to requirements of the BBHE and receive supervision by a person meeting the requirements of this Paragraph, section a-iii A, B, C, or D. Clinical supervision/oversight by a person listed in Paragraph 36 a. i – a. iii. must be delivered at a rate of four (4) hours per month
- i. **Reciprocal License Requirements.** In accordance with R 4-6-304 (C), "A person issued a reciprocal license shall practice behavioral health only under the direct supervision of a licensee and shall not engage in independent practice." All supervision and documentation must occur contemporaneously and shall be consistent with all applicable licensure and supervision requirements for individuals and agency requirements. Reciprocal licenses shall be in effect under the Board of Behavioral Health Examiner (BBHE) standards and shall expire on the date indicated by the BBHE.
- j. **Failure to Use Qualified Personnel or Subcontractors.** If the Contractor provides services through personnel or subcontractors who do not meet the minimum qualifications set forth in this Paragraph, the Contractor shall not be entitled to compensation for those services and the Contract Officer may recoup, through offset or any other means, any compensation already paid for the services. In addition the Contract Officer may take actions that the officer deems appropriate under Paragraph 11 of these Standard Terms and Conditions.
- k. **The Contractor** shall document competency, experience, and training of staff, as outlined in Paragraphs 42 and 43 of this Contract, within thirty (30) days of hire, and before allowing staff to perform services to clients under this contract.
- l. **Any exceptions** to this standard shall be temporary in nature, not to exceed two (2) years and be based on a plan to rectify the need for the exception. Any exception granted herein only applies to services rendered under this contract and should not be construed as a general permission or exemption from the requirements of the BBHE.
- m. **The Contractor** will provide to the AOC a list of direct services staff at minimum a yearly basis, and/or upon request or at the start of any contract year to include name, degree, license type and corresponding license number.

37. Qualifications of staff to provide Non-clinical Assessments, Service Plans, Case Coordination and Direct Care Services

Generally. Staff providing non-clinical services such as, but not limited to, social history documentation, service planning, life skills education and training, recreational and social activities, milieu activities and other services where the focus of the intervention(s) is primarily non-clinical in nature shall meet minimum qualifications and be supervised. Personnel, sub-contractors, volunteers and interns in this category shall, at minimum, meet the following qualifications:

- a. **Paraprofessionals.** Staff, sub-contractors, and Master's Degree Interns providing non-clinical assessment, service planning, case management and non-clinical/non-psychotherapy to clients shall be at least twenty one (21) years of age; possess a minimum of a Associate's Degree in a human service related field or two years directly related experience; and provide direct services only under the direct supervision of staff meeting the qualifications per Paragraph 39.
- b. **Direct Care Personnel.** Staff, including volunteers and Bachelor Degree Interns, providing direct care services to clients shall be at least twenty-one (21) years of age, possess a high school diploma or general education diploma, and have relevant experience and training with the population being served. The Contractor shall restrict direct care staff, including volunteers and Bachelor Degree Interns, to providing non-therapeutic services such as, but not limited to, life skills education and training, recreational and social activities, and milieu activities to clients. Direct care staff shall be competent, and have the experience and training necessary, to provide the services assigned but only under the direct supervision of staff meeting the qualifications as described in Paragraph 39.
- c. **The Contractor** shall document competency, experience, and training of staff, as outlined in Paragraph 42 and 43 of this Contract, within thirty (30) days of hire, and before allowing staff to perform services to clients under this contract.
- d. **Failure to Use Qualified Personnel or Subcontractors.** If the Contractor provides services through personnel or subcontractors who do not meet the minimum qualifications set forth in this Paragraph, the Contractor shall not be entitled to compensation for those services and the Contract Officer may recoup, through offset or any other means, any compensation already paid for the services. In addition the Contract Officer may take actions that the officer deems appropriate under Paragraph 11 of these Standard Terms and Conditions.
- e. **Exceptions.** Any exceptions to this standard shall be temporary in nature, not to exceed two (2) years and be based on a plan to rectify the need for the exception. Any exception granted herein only applies to services rendered under this contract and should not be construed as a general permission or exemption from the requirements of the BBHE.
- f. **The Contractor** will provide to the AOC a list of direct care staff on at minimal a yearly basis, and/or upon request or at the start of any contract year to include name, degree, and if applicable, license type and corresponding license number.

38. Temporary Deferral of Degree or Licensure Requirements

- a. **Generally.** The Contractor may apply to the Contract Officer for a deferral of the degree or licensing requirement of Paragraphs 36 and 37, for personnel to conduct assessment, treatment/service planning and counseling, or Paragraph 39, Subparagraph a, for personnel to conduct supervision of direct care staff. Services shall not be performed until a deferral has been issued. Deferrals are granted up to a maximum of a two year period and are considered to be an exception to the standard requirement(s). Contractors may be limited to the number of granted deferrals per agency, per service,

- b. **Petition for Deferral.** The following documentation must accompany a deferral petition:
- i. A completed deferral application which may be obtained online via the Juvenile Justice Services Division website located at the JJSD website under the Juvenile Treatment Services link. Applications must be accompanied with necessary supporting documentation as noted in the application.
 - ii. Please be advised each agency applying for deferral consideration must provide detailed information throughout the application concerning the areas noted below as it relates to the individual for whom a deferral may be considered.
 - A. Documentation of the status to obtain independent licensure and/or degree. Contractors must submit documentation of school transcript(s) and/or diploma and copy of licensing/certification.
 - B. Documentation of the individual's clinical education, **relevant** experience, and training, including a current resume. Special attention should be focused on providing a current job description which supports the scope of services identified in the request.
 - C. The identification of the supervising professional, his/her credentials, and the submission of a plan outlining the method to ensure supervision requirements are being met and documented.
 - D. Any other material relevant to the request.
 - E. The Contractor must explain in detail and justify the request for deferral. The plan to remediate the condition must describe the Contractor's action to address the deficiency within the deferral period.
- c. **Supervision Requirements for Deferred Staff.** The Contractor must comply with the supervision requirements as outlined in Paragraph 40 of this Contract.
- d. **Other Requirements for Deferred Staff.** The ASC/AOC reserves the right to amend the requirements or request additional training or education for personnel who have received a waiver as necessary to ensure quality service.
- e. **Deferral Documentation** The Contractor must maintain a copy of the deferral application and ASC/AOC letter of approval in the personnel file.
- f. **Payment of Service.** Services delivered by a person who does not meet the standards under this contract and who has not received prior written authorization through the waiver process may be denied for payment or payments may be recouped by the ASC/AOC.

SECTION VI - SUPERVISION

39. Supervision

The Contractor shall supervise, individually or in a group, the experiences and interactions of each personnel, subcontractors, interns and volunteers unless independently licensed, providing direct care services to clients as follows:

- a. **Direct Care Staff (Non-Therapeutic) Supervision.** Supervision shall be a minimum of four (4) hours per month for direct care personnel who work 20 or more hours per week by a person who is at least:
 - i. The holder of a bachelor's degree in a field of study related to human services granted by an accredited college or university with a minimum of three (3) years work experience in a behavioral health setting and relevant to the person's area of supervision;
 - ii. The holder of a master's degree in a field related to human services granted by an accredited university with a minimum of two (2) years work experience in a behavioral health setting and relevant to the person's area of supervision;
 - iii. The holder of a doctorate in a field of study related to human services from an accredited university with a minimum of one (1) year of work experience in a behavioral health setting and relevant to the person's area of supervision; or
 - iv. A registered nurse who has a minimum of three (3) years of work experience in a behavioral health setting and relevant to the person's area of supervision.
- b. **Direct Care Professional Staff (Therapeutic) Supervision.** Supervision shall be a minimum of four (4) hours per month for direct therapeutic professional services for direct care personnel who work 20 or more hours per week. Clinical supervision/oversight shall be provided by a person listed in Paragraph 36 a. i – a. iii.
- c. **Interns and Part-time Staff Supervision:** The Contractor shall provide interns and part-time staff at least one (1) hour of clinical supervision/oversight for every forty (40) hours of work. Supervision may occur individually or in a group.
- d. **Volunteer Supervision:** The Contractor shall provide either direct visual supervision during the volunteer activity/event or one (1) hour of clinical supervision/oversight for every forty (40) hours of work. Supervision may occur individually or in a group.

- e. **Documentation.** The Contractor shall document and retain in the appropriate file, that each of the personnel described in Subparagraph a. has received the supervision described in the Subparagraph. The supervision and documentation shall occur contemporaneously. The documentation shall be in a clear and consistent manner that includes:
- i. The date of the supervision;
 - ii. The name, signature, date and professional credential or job title of the supervisor;
 - iii. The name, signature, date and professional credential or job title of the person receiving the supervision;
 - iv. The duration of the supervision session;
 - v. Identification of the topic(s) addressed, which may include, but is not limited to, clinical issues and skills, unique needs of the client and family, record keeping and documentation, training and development plans, competency determinations, administrative and programming issues;
 - vi. Whether the supervision occurred in a group or individual setting; and
 - vii. Identification of staff training needs and recommendations made by the supervisor to enhance job performance.

40. Supervision of Deferred Staff

- a. **Professional Staff Requirements.** The Contractor shall ensure that personnel who are granted a deferral under Paragraph 38 or who meet the BBHE licensing exemption in Paragraph 36 Subparagraph b of these Standard Terms and Conditions, and who provide professional services to clients, referred under the terms of this contract, receive at least one (1) hour of clinical supervision for every forty (40) hours of professional service delivery by a person listed in Paragraph 36 Subparagraphs a-i through a-iii, and be in accordance with his/her licensure requirements to provide supervision. Staff providing less than ten (10) hours per work of professional service delivery must receive a minimum of one (1) hour of supervision per month. Additional requirements may be imposed on the Contractor for deferred staff.
- b. **Direct Care Staff Requirements.** The Contractor shall ensure that personnel, who are granted a deferral to provide direct care supervision as described in Paragraph 39 of these Standard Terms and Conditions, must receive at least four (4) hours per month of supervision by a person listed in Paragraphs 36 Subparagraphs a- i through a-iii. Additional requirements may be imposed on the Contractor for deferred staff.

- c. **Documentation.** The Contractor shall document, and retain in the appropriate file, that each of the personnel described in Subparagraph a and b has received the supervision described in this Paragraph. The supervision and documentation shall occur contemporaneously. The documentation shall include:
- i. The date of the supervision;
 - ii. The name, signature, date and professional credential or job title of the supervisor;
 - iii. The name, signature, date and professional credential or job title of the person receiving the supervision;
 - iv. The duration of the supervision session;
 - v. Identification of the topic(s) addressed, which may include, but is not limited to, clinical issues and skills, unique needs of the client and family, record keeping and documentation, training and development plans, competency determinations, administrative and programming issues;
 - vi. Whether the supervision occurred in a group or individual setting; and
 - vii. Identification of staff training needs and recommendations made by the supervisor to enhance job performance.

41. Key Personnel

- a. The contractor must notify the ASC/AOC within seven (7) business days of any change in key personnel who provide professional services and/or has oversight responsibility of direct services, and /or who are identified by the Contractor in the Application and whose absence directly effects the continuation or provision of services.

A change in key personnel includes, but may not be limited to, the following:

- i. Retirement;
 - ii. Dismissal;
 - iii. Resignation;
 - iv. Extended absence for more than 30 days; and
 - v. Suspension or administrative leave.
- b. The contractor must identify within seven (7) business days the plan of action which addresses the vacancy of the key personnel position being vacated to the satisfaction of the ASC/AOC. If new staff is hired in response to the vacancy, the Contractor will submit a Notice of Change of Key Personnel form as outlined in Paragraph 6-e.

SECTION VII – STAFF ORIENTATION, ANNUAL TRAINING AND COMPETENCY DETERMINATION REQUIREMENTS

42. Orientation, Annual Training and Competency Determination

- a. **General Requirement.** The Contractor and its personnel, subcontractors, volunteers and interns shall annually complete the training required to maintain good standing with all professional and/or agency licenses.
- b. **Plan.** The Contractor shall establish a plan to provide initial orientation and ongoing training for personnel subcontractors, volunteers and interns providing direct services to clients. This ongoing training and orientation should clearly describe the type of training necessary to maintain current skills and obtain new skills, and provide services in a culturally competent manner, which relate to the goals and measurable objectives stated in the Contractor’s ASC/AOC application.
- c. **Orientation.** The Contractor shall provide an initial orientation to all personnel, subcontractors, and interns prior to staff providing services to youth under this contract. Time spent in orientation must be clearly documented in the personnel record for personnel, subcontractors, volunteers and interns and shall include:
 - i. Review of the Contractor’s policies and procedures;
 - ii. Review of AOC Standard Terms and Conditions, including incident reporting, applicable service specifications, and contract special terms and conditions;
 - iii. Client rights;
 - iv. Protection of client privacy and confidentiality;
 - v. Program rules;
 - vi. Fire, safety and emergency procedures;
 - vii. If applicable, basic infection control techniques, including hand washing, prevention of communicable diseases, and linen handling;
 - viii. Ethical and professional conduct;
 - ix. The client record keeping requirements set forth in Section XII of these Standard Terms and Conditions; and
 - x. The staff person’s dated signature affirming the orientation topics received and duration of orientation.
 - xi. Volunteers shall receive at minimum orientation and training relative to the scope of any services being provided to include:
 1. Overview of the organization;
 2. Population served;

3. Protection of client privacy and confidentiality; and
 4. Scope of the services and limitations of volunteer activity.
- f. **Training Requirements.** For each person not independently licensed who provides direct services to clients, the Contractor shall provide, or ensure that each person participates in, a minimum of forty-eight (48) hours of continuing education or in-service training for the first year of employment in the position. The Contractor shall credit time spent in orientation toward a person's first year of in-service hours. After the first year of employment, the Contractor shall ensure that each person obtains a minimum of twenty-four (24) hours of continuing education or in-service training annually. All training must be relevant to the staff's job. Documentation of training must include the date and duration of training; identified training topic; and include the dated signatures of the trainer and trainee.
- g. **Staff Competency Determination and Documentation.** Except for personnel independently licensed, within thirty (30) days of hire and before permitting personnel, non-employees, and interns to perform direct care or professional services to clients, the Contractor shall determine competency (verbal, visual observation, written test, or other means) of direct service staff for the items listed below. Competency determination must be made by the staff member's supervisor or higher management who at minimum possess a bachelor's degree and professional experience in a human services related field for the areas identified below. Documentation shall include the dated signature of the agency staff member responsible for the staff competency determination, and documentation of those determinations shall be retained in the appropriate personnel files:
- i. Prevention of violent behavior or behavior harmful to the client or others;
 - ii. Behavior management in crisis situations including application of least restrictive interventions through modeled practice such as role-play and demonstrated technique;
 - iii. Behavior management skills and activity supervision;
 - iv. Record keeping of client activities and progress toward treatment goals and measurable objectives;
 - v. Suicide prevention techniques;
 - vi. Symptomatology of clients' disorders and addictions; and
 - vii. Common side effects, reactions and interactions of prescribed medications.

SECTION VIII – PERSONNEL AND RELATED FILES

43. Personnel Files

- a. **File Contents.** The Contractor shall maintain a current, individual file of the Contractor's personnel and subcontractors who provide direct services to clients, which includes:
- i. The person's name, birth date, address, social security number and phone number;
 - ii. Documentation that the person meets qualifications specified in Paragraphs 35, 36, 37 or 38 of these Standard Terms and Conditions to provide assigned services, including an official copy of a person's diploma or transcripts, record of dates and locations of work experience, education and training;
 - iii. If the staff person requested and/or received a deferral, all supervision documentation as outlined in Paragraph 40 of these Terms and Conditions and all correspondence with the ASC/AOC must be maintained in the personnel file;
 - iv. A copy of required licenses;
 - v. Documentation of compliance with the fingerprinting requirements, and the requirement for a notarized AOC *Criminal History Affidavit* form, set forth in Paragraph 27 of these Standard Terms and Conditions. *A copy of the fingerprint clearance card and verification of DPS validity OR a copy of the fingerprint clearance application, including fingerprint ink card if the person does not have the clearance card at the time of hire;*
 - vi. Documentation of communication with DPS to confirm the validity of fingerprint clearance card or the status of the fingerprint application;
 - vii. Documentation of written performance evaluations, conducted a minimum of every twelve (12) months, including the signature of the person acknowledging receipt of the evaluation;
 - viii. Documentation of any disciplinary actions taken against the person;
 - ix. If applicable, documentation of cardiopulmonary resuscitation and first aid certification;
 - x. Documentation of competency determination as described in Paragraph 42.e of these Standard Terms & Conditions;
 - xi. Documentation of orientation, continuing education or training (including web based).

- xii. A copy of the person's current job description and required qualifications with a dated signature indicating that he or she understands and agrees that he or she meets stated qualifications, experience requirements, and can adequately perform duties described;
- xiii. If applicable, documentation of physical exam and TB testing with results and;
- xiv. Documentation of any required communication per AOC Standard Terms & Conditions Paragraph 4. F: Related Litigation, Complaints and Investigations and any responses to any inquiry or investigation conducted by law enforcement or licensing body related to the contractor/staff's license or professional conduct may be kept in a separate file available for AOC review and inspection.

44. Files on Volunteers and Interns

File Contents. The Contractor shall maintain files on volunteers and interns who provide direct services to clients. The files shall demonstrate compliance with the requirements of these Standard Terms and Conditions, and shall include the following:

- i. The person's name, birth date, address, social security and phone numbers;
- ii. Documentation that the person meets the qualifications specified in this Contract to provide assigned services, including a record of dates and locations of work experience, education, and training;
- iii. Documentation of compliance with the fingerprinting requirements as specified in Paragraph 27 of these Standard Terms and Conditions. *A copy of the fingerprint clearance card and verification of DPS validity OR a copy of the fingerprint clearance application, including fingerprint ink card if the person does not have a clearance card at the time of volunteering or interning.*
- iv. Documentation of any disciplinary actions taken against the person;
- v. Documentation of orientation, training and supervision;
- vi. Documentation of direct visual supervision of volunteer and intern during the volunteer activity or service provided.
- vii. A copy of the person's current job description, official learning contract or service agreement and required qualifications with a dated signature of the person indicating that he or she understands and agrees that he or she meets stated qualifications, experience requirements, and can adequately perform duties described;
- viii. Documentation of cardiopulmonary resuscitation and first aid certification, as applicable.

SECTION IX - CLIENT ADMISSION AND DISCHARGE CRITERIA

45. Admission and Discharge Requirements

- a. **Admission and Discharge Criteria.** The Contractor shall maintain admission and discharge criteria which are consistent with those specified in the Contractor's Application. The Contractor's written admission criteria shall be sufficiently detailed to allow prospective clients and referring agencies to understand the Contractor's admission policies. The Contractor's written discharge criteria shall be sufficiently detailed to allow a client to understand his or her expected performance.

- b. **Rules and Disciplinary Policies.** The Contractor shall have written program rules and disciplinary policies describing the expected behavior of clients. The Contractor shall provide a copy and verbal explanation of those rules and policies to each client upon that client's entry into service with the Contractor, and document that client's receipt of them in the client file, as required in Paragraph 50-b of these Standard Terms and Conditions.

SECTION X - CLIENT ASSESSMENT

46. Assessment

- a. **Generally.** Except as provided in Subparagraphs b and c, the Contractor shall conduct an assessment and enter it in writing into a client's record within five (5) working days of the client's admission to the program. A psychiatrist, psychologist, or other behavioral health professional as identified in Paragraph 36 of these Standard Terms and Conditions shall conduct the assessment. A staff who has a waiver to conduct professional services may conduct the assessment under the supervision of staff qualified as outlined in Paragraph 40 of these Standard Terms and Conditions. The assessment, and the written record of it, shall include the following and be used to develop the treatment/service plan:
- i. Date the assessment was conducted;
 - ii. Presenting issues;
 - iii. Identification of criminogenic (crime producing) factors for the client.
 - iv. Social history;
 - v. Medical history with documentation of known allergies, required special diets, and current and past medications;
 - vi. Educational and vocational history;
 - vii. Substance abuse history, if applicable;
 - viii. Legal status assessment and history;
 - ix. Current services that the client and family are receiving;
 - x. Client and family's history of past treatment and hospitalization for behavioral health and/or substance abuse issues;
 - xi. Information obtained from the interview with the client, his or her parent or guardian;
 - xii. Recommendations for further assessment and treatment as appropriate prior to finalization of treatment plan; and if applicable the need for additional evaluation and diagnosis as specified in Paragraph 47 of these Standard Terms and Conditions; and
 - xiii. Dated signature and credentials of person completing the assessment.
- b. **Assessment Update.** The Contractor shall update the assessment as new information is obtained that effects the client's assessment, but no less than every 12 months.

- c. **Evaluation History.** If a client received a psychiatric, psychological, psycho-educational, psychosexual evaluation within one (1) year of the client's admission to the program with the Contractor, the Contractor may use such evaluation(s) as the client's assessment under Subparagraph a if it meets the requirements. If the Contractor uses such evaluations as the client's assessment, it shall update the information and add the information required in Subparagraphs a and c, to ensure that the information thoroughly addresses all the items specified in Subparagraph a.
- d. **Exemption.** The requirements of this Paragraph shall not be applicable to delinquency prevention programs, unless otherwise indicated on the service specification(s).

47. Additional Evaluation and Diagnosis

- a. **Evaluation.** Based on the information contained in the assessment, the Contractor shall determine the need for and make recommendations for any additional evaluation. The Contractor shall make the recommendations to the referring probation officer and enter the recommendations for additional evaluation into the client's record within thirty (30) days of admission to the program. The recommendations may include but are not limited to the following:
 - i. Psychiatric or psychological evaluation;
 - ii. Physical examination;
 - iii. Neurological examination;
 - iv. Laboratory tests;
 - v. Educational testing;
 - vi. Occupational and recreational therapy evaluations;
 - vii. Rehabilitation and vocational evaluation;
 - viii. Adaptive behavior evaluation or direct observation of behavior;
 - ix. Nutritional evaluations including specialized nutrition or dietary modifications; and
 - x. Speech and language evaluations.
- b. **Record Keeping.** The Contractor shall record immediately in the client's record additional information about the client's condition resulting from any evaluation conducted throughout the delivery of services to that client. At a minimum, the information shall include the Contractor's conclusions and recommendations resulting from each evaluation.

SECTION XI – CLIENT TREATMENT OR SERVICES PLANNING

48. Creating a Treatment or Service Plan

- a. **Requirement.** The Contractor shall prepare a written treatment/service plan for each client based on the Contractor's assessment and evaluation conducted under Paragraph 46 and, if applicable, Paragraph 47 of these Standard Terms and Conditions. A psychiatrist, psychologist, or other behavioral health professional identified in Paragraph 36 of these Standard Terms and Conditions shall prepare an individualized treatment or service plan for clients referred under this Contract. Waivered personnel may prepare the plan under the supervision of staff qualified as outlined in Paragraph 40 of these Standard Terms and Conditions. The plan shall identify the person who wrote the plan and his/her credentials, and contain those person's legible dated signature(s) and is based on the findings of the assessment/evaluation.
- b. **Exemption.** The requirements of this Paragraph shall not be applicable to delinquency prevention programs unless otherwise indicated on the service specification(s).
- c. **Time Line.** The Contractor shall prepare and implement an individualized treatment/service plan for the program(s) and within the time lines specified below, with the exception of services that have a different requirement outlined in the service specification:
 - i. For outpatient services, five (5) business days after completion of the assessment or upon admission to the program;
 - ii. For residential services, after completion of the assessment and within thirty (30) calendar days of program admission or unless stipulated differently in the applicable service specification.
- d. **Participants.** The Contractor shall notify the client, probation officer and, if applicable, the client's parent, guardian and/or designated representative in advance so that they may participate in the development of the treatment/service plan, or in any treatment plan reviews. The Contractor shall retain a copy of the notification, or documentation that it gave verbal notification, in the client record. If a client, a parent, guardian or designated representative is unable or unwilling to participate in the planning, or such participation is clinically inappropriate, the Contractor shall document the circumstances in writing and file the documentation in the client record.
- e. **Agreement to Treatment/Service Plan.** At the time that the initial plan is developed and with each subsequent review, the Contractor shall document the participation of the client, the client's parent, guardian, and/or designated representative, and the probation officer. The Contractor shall also document the participants' agreement to the plan by obtaining their dated signatures on it, or through a written record on the plan that the Contractor obtained verbal approval.

49. Contents of the Plan

- a. **Generally.** The individualized treatment/service plan(s) shall, at a minimum, contain the following documented items:
 - i. The date the treatment/service plan was developed;
 - ii. Methods to impact the criminogenic (crime producing) factors identified in the assessment;
 - iii. Client and family's goals to achieve for improvement or maintenance of behavior, behavioral health or adaptive functioning;
 - iv. Specific measurable objectives that relate to the goals and date when achievement of the each objective is expected;
 - v. The services, activities, and programs planned for the client and family;
 - vi. Referrals for parent/family services; and
 - vii. Discharge criteria and goals.
- b. **Treatment Methods.** The methods used in service delivery and individualized treatment/service plan development shall be an accepted practice among the behavioral health field and demonstrate service capabilities which are appropriate to meet the client's needs, reduce delinquency risk and address responsivity factors such as age, gender and development.
- c. **Implementation.** Services provided to the client shall be directed toward carrying out the treatment/service plan and verified by documentation through progress notes, attendance records, pre and post-tests, and performance indicators.
- d. **Discharge Planning.** The Contractor shall document the readiness of the client for discharge and/or transition to the next level of care through Discharge Planning. This Discharge planning activity shall be developed by the Contractor in conjunction with the client, client's parent or guardian and the probation officer and document the progress made towards transition and/or discharge of the client. Discharge planning activity must begin at the initiation of services and may be documented on the treatment plan or on an independent document developed by the Contractor. This plan shall include but is not limited to evidence of any of the following documented items:
 - i. Treatment/service plan objectives/service milestones that must be accomplished by the client to allow for discharge or transition;
 - ii. Documentation of the impact of the services provided on the youth/family;
 - iii. Revised treatment service plan objectives and/or approaches needed to achieve discharge or transition readiness;

- iv. Documentation of the client's progress at meeting objectives identified in the treatment/service plan;
 - v. Criminogenic (crime producing) factors that have been targeted for impact and plans for impacting them;
 - vi. Identification of strengths of the child and/or family and plans to incorporate them into the service plan or aftercare services;
 - vii. Identification of barriers to transition and/or discharge and plans to address them;
 - viii. Identification of or recommendations for referrals for additional or continued services to ensure continuity of care; and
 - ix. Identification of supports available to client and/or family in the community and plans to access them.
- e. **Plan Review and Update.** The Contractor shall ensure that the treatment/service plan is reviewed and updated by qualified personnel as identified in Paragraph 36 and 37 of these Standard Terms and Conditions, at a minimum, when measurable objectives are accomplished, when additional client deficits which need intervention are identified, or at least every ninety (90) days from the initial date of the plan or as specified in the applicable service specifications. The review and update shall comply with the requirements of Paragraph 48-e of these Standard Terms and Conditions. The written review shall indicate:
- i. Specific services, activities, programs and client goals added to, deleted or modified from the previous treatment/service plan;
 - ii. Progress toward the measurable objectives previously identified on the plan;
 - iii. Issues which impeded treatment progress and whether such issues were client-based or agency-based; and
 - iv. Discharge planning activity (unless a separate Discharge Plan is developed).

SECTION XII - REQUIREMENTS FOR CLIENT RECORD KEEPING

50. Confidentiality and Content of Client Records

- a. **Confidentiality.** Client information, including client records, shall be kept confidential pursuant to the requirements of Paragraph 21 of these Standard Terms and Conditions.
- b. **Minimum Contents.** At a minimum, the record for each client shall include:
 - i. An Informed Consent Form, as outlined in the definitions of these Terms and Conditions, which is signed by the client and the client's parent, guardian, or designated representative as appropriate and contains documentation that a verbal explanation has been provided to the client, and to the client's parent or legal guardian. Informed consent can be accomplished by providing a verbal explanation of the client's condition and proposed treatment/services including the intended outcome, the nature of the proposed treatment/services, any procedures involved in the proposed treatment/services, risk or side effects of the proposed treatment/services and any alternatives to the proposed treatment/services.

This requirement is not applicable to delinquency prevention programs, unless the program is graphic in nature.

- ii. A face sheet, which shall include name, address, telephone number, date of birth, person to notify in case of emergency, client's legal status, referral source, probation officer, attending or personal physician, and the admission date. All information on the face sheet shall be updated as necessary in order to keep the information accurate and timely;
- iii. Client assessments and evaluations as specified in Paragraphs 46 and 47 of these Standard Terms and Conditions;
- iv. Documentation of client's receipt of program rules and disciplinary policies;
- v. Copies of any consultation reports or evaluations conducted by other agencies, professionals or physicians which resulted in admission to the Contractor or are relevant to treatment and/or services to be provided by the Contractor;
- vi. Referral form and summary, if applicable, including the reason for referral, presenting problem and medications and dosage at the time of referral;
- vii. A treatment/service plan as specified in Paragraphs 48 and 49 of these Standard Terms and Conditions, including any additional requirements as listed in the appropriate Service Specification;

- viii. A notice of treatment/service planning as specified in Paragraph 48-d of these Standard Terms and Conditions;
- ix. Documentation of any treatment/service plan reviews and updates;
- x. Progress notes, which are signed and dated by the staff providing the services, must be written on the day of the event for all services other than weekly milieu notes. Documentation of the services provided to the client and family in accordance with the treatment/service plan, duration of service, level of family involvement and the progress made toward goals and measurable objectives. This includes weekly milieu notes, at a minimum, documenting client behavior, participation, significant events or other items of note. Amended progress notes shall have the date, name, and signature of the person amending the note and the reason for the amendment. Group progress notes shall be individualized to each client attending group;
- xi. Progress reports required by Paragraph 61-b of these Standard Terms and Conditions;
- xii. Evaluation reports required by Paragraph 61-c of these Standard Terms and Conditions;
- xiii. Documentation of incidents that involve clients, psychiatric emergencies, and client grievances;
- xiv. A record of written, signed and dated physician's orders, and verbal orders given by telephone with documentation that such orders were reviewed and signed by the physician in accordance with the Contractor's policies. Such orders include but are not limited to, prescription medications, over-the-counter medications, PRN medications, restraints and seclusions;
- xv. A record of all medications and dosages administered by licensed medical staff of the Contractor, and any medication self-administered by the client but monitored by Contractor staff under Paragraph 53-b of these Standard Terms and Conditions;
- xvi. Notations of communications pertinent to the client's well-being or treatment;
- xvii. The discharge summary required by Paragraph 61-d of these Standard Terms and Conditions;
- xviii. Client consent to release client information, required by Paragraph 21-c and d of these Standard Terms and Conditions, and for photographs, required by Paragraph 30-d. of these Standard Terms and Conditions;

- xix. Documentation of Title XIX and Title XXI preliminary financial eligibility screening at intake as required by A.R.S. 36-3408, as applicable;
- xx. Documentation of screening for AHCCCS enrollment and RBHA enrollment. If AHCCCS enrolled, ensure client is referred for RBHA enrollment and service eligibility, as applicable;
- xxi. Documentation of the client's receipt of his/her client rights as required in Paragraph 29-a;
- xxii. A copy of the Service Authorization Form (SAF) initiating and continuing services; and
- xxiii. As applicable for Contractors providing out-of-home services, a copy of the physical examination and testing for communicable diseases (including TB) conducted within seven (7) days of intake and every year thereafter.

51. Client Record Maintenance

- a. **Maintenance.** The Contractor shall maintain original versions or secure electronic records, not photocopies, of client records in a locked storage location as follows:
 - i. Closed files available on request for inspection by the Contract Officer or probation personnel or adult probation personnel;
 - ii. Open files, readily available on request and in a form which permits them to be brought to a central location for inspection;
 - iii. Up-to-date entries, without error, and legible; and
 - iv. Notations and progress notes written in ink, typewritten or computer printed records, and signed with original signatures;
 - v. For electronic records see Paragraph 14.
- b. **Relevant Information.** Client records shall contain information relating only to the individual client's course of care and treatment. The Contractor shall not record the behavior, comments, or actions of any other client who is receiving services in another client's record, except for such information that directly affects the care and treatment of the client.
- c. **File Management.** The Contractor shall have a system of identifying, organizing, and filing of client records, hardcopy and if applicable electronically, to ensure information is maintained properly and for rapid location and retrieval at all times.

- d. **Access.** The Contract Officer shall have the right to inspect, review and copy client records for the purposes of administering this Contract, or other state or federal laws or regulations, as authorized in Paragraphs 12, 14, 15 and 16 of these Standard Terms and Conditions. Additionally, the staff of the probation department shall have the right to examine, review and copy client records for the purpose of probation enforcement.
- e. **Retention.** The Contractor shall retain complete client records, both hardcopy and electronic, according to Paragraph 14 of these Standard Terms and Conditions.
- f. **Disposal.** The Contractor shall dispose of client records, and any other records that contain client information, according to Paragraphs 14 and 21 of these Standard Terms and Conditions.
- g. **Personal Clothing Allowance.** For Contractors receiving personal and clothing money from the ASC/AOC, the Contractor shall record by individual client the dissemination of all personal and clothing allowance. The Contractor shall retain receipts documenting that monies are for the personal use of the youth and must be accounted for by the Contractor. Documentation should be kept in a manner that allows for review upon request. The Contractor shall also comply with the requirements for the distribution of Personal and Clothing Allowances, as outlined in the Invoice Billing Manual.

SECTION XIII - MEDICATION CONTROL

52. General Requirements

If the Contractor is licensed, it shall administer client medications according to the ADHSL, and/or the ADES/ACYF licensing regulations. If the Contractor is unlicensed, it shall comply with Paragraph 53 and 54 of these Standard Terms and Conditions.

53. Self-Administration of Medications

- a. **Policies Required.** The Contractor shall permit the client to self-administer medications only if the Contractor has in place written policies governing the handling of these medications. The Contractor shall ensure the availability of personnel on site at all times, when clients are present, whom the Contractor has trained to monitor clients when taking medications. Contractor medication policies and procedures shall address at a minimum:
- i. Locked storage of medications;
 - ii. Methods of monitoring the client's self-administration of medication and adverse reactions to such medication;
 - iii. Methods of ensuring that a client who self-administers medication takes only medication prescribed for that client;
 - iv. Informing a client when medications should be taken;
 - v. Methods of teaching the client about the expected results and reactions of the medications they are taking; and
 - vi. Disposal of discontinued medications.
- b. **Records.** The Contractor shall keep self-administration medication records in the client's file for all medications the client takes as follows:
- i. The client and personnel responsible for monitoring a client's self-administration of medication shall initial the records after the client takes the medication;
 - ii. The client or personnel shall document the name of the medication taken, the dosage and the time that the medication was taken; and
 - iii. The Contractor shall designate one (1) qualified personnel member to conduct a monthly review of the medication records and document compliance with the agency's medication policies.

- c. **Injectable Medications.** Self-administration of injectable medications such as insulin for a diabetic client shall be allowed only under the following conditions:
 - i. The client's physician of record has given written orders authorizing the Contractor's personnel to allow such administration of the injectable;
 - ii. The client has been trained to self-administer injections and has demonstrated such capability to Contractor personnel; and
 - iii. Self-administration of the injectable medication is not contraindicated in the client's treatment plan or by the client's current behavioral health issues.
- d. **Drug Reactions and Errors.** The Contractor shall report adverse drug reactions and medication errors immediately to the attending physician and record any incident in the client's record. The Contractor shall also complete an incident report according to the Contractor's policies and procedures and in accordance of Paragraph 62 of these Terms and Conditions.
- e. **Current Drug Information.** The Contractor shall maintain current drug information to enable personnel responsible for monitoring a client's self-administration of medications to educate themselves about common reactions and side effects of the medication.
- f. **Containers and Labels.** The Contractor shall keep self-administered medications in the original labeled prescription container as approved by the State Board of Pharmacy, which specifies:
 - i. The client's name;
 - ii. The name of the medication;
 - iii. The dose;
 - iv. How often and how long the medication is to be taken; and
 - v. The physician's name and prescription date.

54. Medication Storage Area

- a. **Generally.** Except for unit dosages, the Contractor shall store the client's medications in the original prescription container, in a separate storage space.
- b. **Locked Storage.** The Contractor shall keep all medications in locked storage, free from dampness and abnormal temperatures, except for those requiring refrigeration. Only authorized personnel shall have access to the key.

- c. **Refrigeration.** The Contractor shall keep all medications requiring refrigeration in a separate locked box securely fastened within the refrigerator, unless the refrigerator is locked or is located in a locked medication room. The temperature of the refrigerator shall not exceed 45 degrees Fahrenheit.
- d. **External Use Medicines.** The Contractor shall store medications for external use, and eye, ear and rectal medications, separately from other medications.
- e. **Discarding Medicines.** The Contractor shall separate and discard medications which have exceeded their expiration date, those which are unusable or not to be released to the client upon discharge, and those with an illegible or missing label. The Contractor shall dispose of all medications according to state and federal requirements. It shall conduct disposal through a licensed pharmacist or by an authorized personnel in accordance with Contractor policy and procedures.
- f. **Inspections.** The Contractor shall designate one (1) personnel member to conduct inspections of all medication storage monthly. The inspections shall be documented and verify compliance with all medication storage area requirements of this Contract.

SECTION XIV - GENERAL CLIENT SERVICES REQUIREMENTS

55. General Client Services Requirements

- a. **Release of Client.** Contractor personnel shall not release a client to anyone other than the custodial parent or agency, probation officer, guardian or a person designated by documented authorization from the custodial parent, juvenile Superior Court, agency or guardian. The Contractor shall have a procedure to verify telephone authorizations initiated by the custodial parent or guardian.
- b. **Health and Safety.** Contractor personnel shall not at any time endanger the health or safety of the client under their care.
- c. **Educational and Sports Materials.** If the Contractor is providing day programs or out-of-home treatment, it shall have available educational materials, equipment and toys for all clients receiving services. The Contractor shall provide such items for both indoor and outdoor activities and in a variety of sizes and designs appropriate to the clients' developmental and psychological needs. It shall also provide play materials and sports equipment in amounts that allow every client to be involved in play or recreational activity at any time. The Contractor shall maintain in a usable condition and disinfect as necessary all equipment, toys, and materials.
- d. **Appropriate Behavior Control Methods.** Contractor personnel shall use behavior management methods to teach clients and model acceptable behavior. Clients shall not be allowed to discipline other clients. Contractor methods to promote socially accepted behavior and compliance with Contractor policies and procedures shall not be detrimental to the health, emotional or psychological needs of the client and shall not be associated with eating, sleeping, or toileting. Contractor personnel shall not humiliate, threaten, belittle or frighten a client, or use corporal punishment, and shall not permit other personnel and/or another client to do so. Inappropriate behavior management practices, as described in this Subparagraph and/or prohibited in the Contractor's policies and procedures, are considered by the AOC to be incidents as defined in Paragraph 62-c and may be subject to contract action if determined to affect the health, safety and welfare of youth receiving services under this contract..
- e. **Service to Youth and Families with Limited English Proficiency.** For those youth and families with Limited English Proficiency the Contractor shall provide or arrange for the services to be provided in the language identified by the youth and family members. The Contractor shall not use the client's family members or peers to translate languages to English. The Contractor shall provide interpreters and/or translators with the education and expertise required by the specific situation.

Guidance to assist Contractors in complying with this requirement can be located in Appendix A. and at the JJSD website.

- f. **Family Involvement.** All efforts to encourage and support families to be actively and meaningfully involved in aspects of care must be documented. Family involvement must occur, unless contra-indicated, throughout the course of services, but at a minimum, during the assessment process, the identification and prioritization of treatment/service goals, the review of on-going care and the planning for discharge and aftercare services.

SECTION XV - FOOD SERVICES

56. Food Services

- a. **Generally.** If the Contractor is licensed by the ADHS Licensing, or the ADES/ACYF, it shall adhere to licensing standards in providing food services. If the Contractor is not licensed, it shall comply with the following minimum requirements:
 - i. If food is stored and prepared on-site, the Contractor shall follow all applicable ADHS health code rules for food handling and storage and hold all appropriate licenses; or
 - ii. If food is not stored and prepared on-site, the Contractor shall purchase meals from a vendor which meets all applicable ADHS health code rules and which holds appropriate licenses.
- b. **Nutritional Requirements.** All meals or snacks shall meet the requirements of the age group served according to federal standards for daily nutrition and shall be sufficient in quantity to allow a second helping.
- c. **Menus.** The Contractor shall maintain records of menus for one (1) month of all meals served for the previous month.
- d. **Allergies:** Obtain information on food allergies of the clients in their care and prepare food services accordingly.

SECTION XVI - TRANSPORTATION OF CLIENTS

57. General Transportation Requirements

- a. **Generally.** If the Contractor provides its own vehicular transportation of clients, uses a private transport provider, or uses volunteer-driven vehicles, it shall comply with the requirements of this Paragraph and all applicable federal and state laws, rules, and regulations.
- b. **Staffing Medical Services.** When the Contractor provides transportation generally or for outings, it shall select personnel to meet the acuity of the clients involved. For transportation or outings lasting four (4) hours or more where emergency medical services cannot respond within twelve (12) minutes, at least two (2) personnel shall be required when two (2) or more clients are present.
- c. **Vehicular and Driver Requirements.** Contractors providing client transportation shall ensure compliance to the following requirements:
 - i. The vehicle shall be maintained in a mechanically safe condition;
 - ii. The vehicle driver shall be twenty-one (21) years of age or older and hold a current driver's license;
 - iii. No client shall be transported in portions of vehicles not constructed for the purpose of transporting people such as truck beds, campers, or any trailer attachment to a motor vehicle;
 - iv. Every client shall be seated on a seat which is securely fastened to the body of the vehicle and which provides sufficient space for the client's body;
 - v. The driver and every passenger shall comply with A.R.S. § 28-907 and 28-909 in the use of seat belts;
 - vi. Contractor personnel and clients shall not stand, sit or lay on the floor while the vehicle is in motion;
 - vii. Every vehicle used to transport clients shall have adequate heating and air conditioning;
 - viii. A first aid kit and sufficient drinking water for all clients on an outing shall be maintained in the vehicle; and
 - ix. The Contractor shall maintain on file records of all services and repairs for owned or leased vehicles for as long as the Contractor uses the vehicles.
- d. **Transport Insurance Requirements.** The Contractor shall comply with the insurance requirements specified in Paragraphs 18 and 19 of these Standard Terms and Conditions. The Contractor shall keep proof of insurance at its facility and in every vehicle used to transport clients.

- e. **Transport Safety Requirements.** For general transportation or transportation for outings, the Contractor shall ensure that the following procedures are complied with:
 - i. The driver of any vehicle transporting clients shall not wear headphones or earphones;
 - ii. Vehicle doors shall remain locked at all times when the vehicle is in motion;
 - iii. The vehicle driver shall remove the keys from the vehicle and set the emergency brake before exiting the vehicle;
 - iv. A client shall not be left unattended in a vehicle; and
 - v. The Contractor shall provide a safe vehicle loading and unloading area away from moving traffic and hazardous obstructions.
- f. **Notification.** The Contractor shall notify the Contract Officer, according to the incident reporting requirements specified in Paragraph 62 of these Standard Terms and Conditions, of any traffic accident involving any client being transported by the Contractor, its transport contractor or Contractor personnel, volunteers, or interns utilizing personal vehicles.
- g. **Emergency Information.** Emergency information shall be available in the transport vehicle for every client being transported, which shall include, information regarding each client's medication/allergy requirements and any adverse reactions which may be anticipated to occur as a result of the weather, client anxiety, delay in administration of medications or other reasons.

58. Transportation for Day Programs

- a. For day programs, the Contractor shall provide transportation to and from programs in Contractor-operated vehicles or by public transportation if not contra-indicated by client's treatment plan. The Contractor may not transport clients to any address other than that specified in Paragraph 50-b-ii of these Standard Terms and Conditions without written permission from a parent or guardian. The Contractor may not leave clients at their house if no one is home unless the client is of a suitable age. Additionally, the Contractor may not leave clients of a suitable age if no one is home, or if the home is locked and the client does not possess a key.
- b. **Emergency Information.** Emergency information shall be available in the transport vehicle for every client being transported, which shall include, information regarding each client's medication/allergy requirements and any adverse reactions which may be anticipated to occur as a result of the weather, client anxiety, delay in administration of medications or other reasons.

59. Transportation for Out-of-Home Programs

- a. For out-of-home programs, the Contractor shall provide transportation to and from the following:
 - i. Medical and dental appointments;
 - ii. Superior Court appearances;
 - iii. Home visits where parental transport cannot be arranged;
 - iv. Therapeutic services;
 - v. Other Superior Court-related requests or requirements;
 - vi. School;
 - vii. Recreational activities; and
 - viii. Work.
- b. **Emergency Information.** Emergency information shall be available in the transport vehicle for every client being transported, which shall include, information regarding each client's medication/allergy requirements and any adverse reactions which may be anticipated to occur as a result of the weather, client anxiety, delay in administration of medications or other reasons.

60. Outings

- a. **Staffing Records.** The Contractor shall comply with Paragraph 57-b of these Standard Terms and Conditions for outings described in that Paragraph, or which are not a part of a daily routine. The Contractor shall keep a record of each outing which includes:
 - i. A list of clients participating in the outing;
 - ii. Anticipated departure and return times;
 - iii. License plate numbers of every vehicle used for the outing; and
 - iv. Name, location, and when possible, telephone number of the destination.
- b. **Emergency Information.** Emergency information shall be available in the transport vehicle for every client participating in the outing as well as information regarding each client's medication/allergy requirements and any adverse reactions which may be anticipated to occur as a result of the weather, client anxiety, delay in administration of medications or other reasons.

SECTION XVII - MANDATORY REPORTING REQUIREMENTS

61. Reporting Generally

- a. **Contract Deliverables.** The Contractor shall supply all reports specified in the Contract and applicable Service Specifications, or mandated by the Contract Officer. The Contractor shall ensure that each report is accurate, timely and thorough.

- b. **Progress Report.** The Contractor shall file a written progress report with the client's probation officer by the 10th day of each month for the prior month except where the probation department has issued a written request for an inclusive progress and termination report. The Contractor shall document on the progress report the date and method of delivery for filing the report with the probation officer.
 - i. The progress report shall include, at a minimum:
 - A. Services provided;
 - B. The client's and family's response and progress in services;
 - C. Plan for engagement strategies if the client and/or family are not involved;
 - D. Primary issues addressed;
 - E. Prognosis for continuing service;
 - F. Client's anticipated discharge date and plan;
 - G. Date of report; and
 - H. Signature and credentials of personnel completing the report.

 - ii. For Psychiatric Acute Care services, a progress report is required to be delivered to the court five days prior to the Court hearing and must meet the requirements of A.R.S. 8 – 272 (K) which include:
 - A. The nature of the treatment provided, including any medications and the client's current diagnosis;
 - B. The client's need for continued inpatient psychiatric acute care services, including the estimated length of the services;
 - C. A projected discharge date;
 - D. The level of care required by the client and the potential placement options that are available to the child on discharge; and

- E. A statement from the medical director of the inpatient psychiatric acute care facility or the medical director's designee as to whether inpatient psychiatric acute care services are necessary to meet the client's mental health needs and whether the facility that is providing the inpatient psychiatric acute care services to the client is the least restrictive available alternative.
- iii. For ADHS Licensing Behavioral Health Inpatient Facilities a progress report is due to the court five days prior to the Court hearing and must meet the requirements of A.R.S. § 8- 273 (G) or A.R.S. § 8-341.01 (C) which include:
 - A. The nature of the treatment provided, including any medications and the client's current diagnosis;
 - B. The client's need for continued residential treatment services, including the estimated length of the services;
 - C. A projected discharge date;
 - D. The level of care required by the client and the potential placement options that are available to the client on discharge; and
 - E. A statement from the medical director of the residential treatment services facility or the medical director's designee as to whether residential treatment services are necessary to meet the client's mental health needs and whether the facility that is providing the residential treatment services to the client is the least restrictive available alternative.
 - d. **Evaluation Report.** The Contractor shall submit psychiatric, psychological, psycho-educational and psychosexual, evaluation, addendum or update to the requesting probation department, within ten (10) business days of the evaluation appointment. The Contract Officer shall reduce the total payment due to the Contractor by three (3) percent for each day of delay in submitting the evaluation unless a written waiver identifying an extension of the 10-day time frame is negotiated on a case-by-case basis between the Contractor and the probation department and is documented and maintained in the client file. *A copy of the waiver must accompany the submitted invoice.*
 - e. **Termination/Discharge Report.** The Contractor shall prepare a termination or discharge summary and submit to the probation officer within fifteen (15) business days of the termination of Contractor services for each client and family, the contractor shall document method and date the report was filed with probation, which includes, but is not limited to:
 - i. A summary of services provided;
 - ii. Accomplishments relating to the treatment plan objectives and issues resolved during length of time in services;

- iii. Length of time services received;
 - iv. Criminogenic (crime producing) factors impacted during the length of time in services;
 - v. Criminogenic (crime producing) factors not impacted during the length of time in services;
 - vi. Initial issues disclosed during the assessments, evaluation, and diagnosis and those disclosed during treatment and entered into the service plan, which were not resolved;
 - vii. Recommendations for continuing treatment;
 - viii. Date of discharge/termination of services;
 - ix. Reason for discharge/termination of services;
 - x. Referrals recommended or community supports identified;
 - xi. Date report was prepared;
 - xii. Dated Contractor signature and credentials;
 - xiii. For Direct Therapeutic Services, discharge summaries must be prepared by a medical practitioner or behavioral health professional; and
 - xiv. For Acute Care Services, the discharge summary must be prepared within fifteen (15) days of the client's discharge and the report filed with the court within twenty (20) days of the client's discharge.
- f. **Diversity Report.** The Contractor shall by August 15, submit a written report to the Contract Officer which identifies, for the previous fiscal year of service ending June 30, the number of personnel providing direct services to clients under the terms of this contract, their ethnicity and gender, and the number of clients served under the terms of this contract and their ethnicity and gender. The submission of the diversity report is required even if no referrals were received by the contractor in the fiscal year. The report would then contain personnel diversity only.
- g. **Performance Goal Report. The Contractor shall submit core performance goal reports to the Contract Officer.** The Contractor shall use the ASC/AOC Core Performance Goal Report form to complete and submit the report for each service under contract. A fillable ASC/AOC Core Performance Goal Report form and required reporting periods may be accessed at the JJSD website listed on the Contacts page of these Standard Terms & Conditions. The completed form must be submitted by email as indicated on the form. The Contractor shall maintain a file of the completed Core Performance goal reports for review under this contract.

- h. **Other Reports.** The Contract Officer may require the Contractor to provide other reports, or to participate in reports or surveys of other entities, such as may be negotiated at the time this Contract is awarded and specified in the Contract's Special Terms and Conditions, Attachment A, Amendment or Change Order. The Contractor shall retain copies of these reports in its Contract file.
- i. **Outcome Evaluations.** The Contractor shall participate in any outcome evaluation conducted by the Contract Officer.

62. Incident Reporting

Reporting Requirements. The Contractor shall ensure incidents involving clients served under the Contract and other youth as outlined in this Subparagraph are reported according to Paragraph 62.a.- f. of these Standard Terms & Conditions. In addition, the Contractor shall ensure mandatory reporting to Law Enforcement and/or Child Protective Services is conducted pursuant to A.R.S. §13-3620 and shall report incidents identified in Paragraphs 50. b.-e. as required by law, licensing regulations and agency policy (as applicable).

a. **Parties to Notify.**

- i. ASC/AOC. The Contractor shall report to the ASC/AOC incidents involving clients/youth in accordance with Paragraphs 62.b.-d. of these terms and conditions. Incident impacting the health, safety and welfare of clients whether or not the incident involved clients served under this Contract shall also be reported to the ASC/AOC. The incident report shall exclude identifying information for youth not funded by the ASC/AOC.
- ii. Probation Department. The Contractor shall report incidents, including but not limited to, incidents identified in Paragraphs 62.b.-e. of probation involved youth to the probation officer whether or not the youth is funded by the ASC/AOC.
- iii. Law Enforcement. The contractor shall report incidents to law enforcement as required by law and according to the Contractor's policies and procedures.
- iv. Parent/Guardian. The Contractor shall notify the parent or guardian of the incidents set forth in Paragraph 62.b.-e. as deemed appropriate.

- b. **Health, Safety and Welfare Incidents.** The Contractor shall report all incidents to the ASC/AOC impacting the health, safety and welfare of clients whether or not the incidents involved clients served under this contract. The Contractor shall follow the guidelines/timeframes set forth subparagraphs b, c, d and e for reporting and documenting of incidents.

- c. **Significant Incidents.** The Contractor shall report the following significant incidents by telephone to the ASC/AOC at **602-452-3455** by 12:00 noon on the next business day after the incident occurs or after becoming aware of the incident. The Contractor shall also submit a written incident report to the ASC/AOC via fax to **602-452-3809** not later than three (3) business days after the occurrence of any of the following incidents:
- i. Death of any client/youth (whether or not funded by the ASC/AOC);
 - ii. Riots, fires and/or natural disasters.
- d. **General Incidents.** The Contractor shall report the following incidents involving clients served under this contract by submitting a written incident report to the ASC/AOC via fax to **602-452-3809** not later than three (3) business days after the occurrence or becoming aware of the incident. Immediate parent/guardian notification must occur for incidents relating to items i-v below, unless contraindicated in client treatment/service plan.
- i. Homicidal or suicidal attempt or threat with a plan;
 - ii. Physical assault while in contract service that requires medical treatment beyond first aid;
 - iii. Medical treatment beyond first aid as a result of an injury while in a contract service;
 - iv. Emergency room or urgent care visits;
 - v. Request for emergency mental health stabilization provided by first responders and/or crisis intervention teams;
 - vi. Sexual behavior involving staff and/or clients/youth (consensual or not);
 - vii. Locked seclusion and/or restraint;
 - viii. Weapons possession;
 - ix. Possession or use by a client of any quantity of illicit drugs or alcohol or medications not prescribed to the client;
 - x. Prescription medication errors;
 - xi. Any missed medication dosages and/or medication refusals that exceed two (2) consecutive days. Note: Refusals must be discussed with the probation officer and documented;
 - xii. Acts by clients or staff where the Contractor involves law enforcement, excluding runaway;

- xiii. Self-harming behavior while in contract service that requires medical treatment beyond first aid;
 - xiv. Acts of inappropriate discipline or inappropriate behavior management involving clients/youth by staff; and
 - xv. Traffic accidents involving clients transported by the Contractor or its personnel, transport contractor, volunteers or interns.
- e. **Additional reports/notification to the referring Probation Department.** Within three (3) hours of occurrence or becoming aware of the following incidents, the Contractor shall notify the referring Probation Department only and maintain documentation of those notifications:
- i. Runaways;
 - ii. Any CPS referral.
- f. **Incident Report Form.** The Contractor shall use the ASC/AOC Incident Report form to complete and submit incident reports. All reports must be legible and be signed by the staff who prepared the report as well as by the staff who approved the report. A fillable ASC/AOC Incident Report form may be accessed at the JJSD website listed in the Contacts page of these Standard Terms & Conditions. The completed form must be faxed to the ASC/AOC at 602-452-3809. The Contractor shall maintain a file of written incident reports that are available for review under this contract.
- g. **ASC/AOC Response to Incident Reports or Complaints.** The Contract Officer shall take the following steps upon Contractor notification of an incident in Paragraphs 62.b - d:
- i. The Contract Officer shall review the verbal and written information to determine if the incident requires investigation. The Contract Officer may direct the Contractor to initiate an internal review and/or request additional information and/or require specific action;
 - ii. If the Contractor's actions are such as to warrant the concern of the ASC/AOC, the Contract Officer shall investigate further or forward the information to the relevant authorities;
 - iii. If the ASC/AOC is not satisfied with the Contractor's response to an incident, the Contract Officer may take any appropriate action including those listed in Paragraph 11.d.

APPENDIX A

Limited English Proficiency (LEP) Guidance Document

Guidance for Full Procurement (Agencies)

The following options are available for agency contractors to address the LEP needs of youth and families receiving services:

- i. The Contractor may use staff who have been identified as qualified personnel to provide bi-lingual services as listed on the Personnel Qualifications form and updated each year on the Annual Personnel List.
- ii. Non-profit Contractors may make use of the State's Statewide Foreign Language Interpretation and Translation Services statewide contract to identify and contract with foreign language interpretation and translations contractors. Non-profit health institutions are able to do so by joining the State Purchasing Cooperative at no cost therefore having the ability to purchase off of statewide contracts at the State's rate. Non-profit contractors can access information about joining the cooperative from the Arizona State Procurement Office at the following address:

http://spo.az.gov/Cooperative_Procurement/SPC/default.asp

- iii. For profit organizations contracting with the AOC may contract directly with foreign language interpretation and translations contractors that are listed on the State's Statewide Foreign Language Interpretation and Translation portal but may need to do so at rates different than the State's contract rates.

A list of statewide Foreign Language Interpretation and Translation services contracted vendors can be accessed at the following address:

<https://procure.az.gov/bs/>

- iv. For profit organizations contracting with the AOC may make use of Certified Interpreters and/or Translators: A certified interpreter and/or translator shall be recognized as an individual who has passed an examination administered by a recognized examination agency, such as the American Translators Association, the Federal Court Interpreter's examination, or an examination administered by a State Court, or University accredited in the United States.
- v. For profit organizations contracting with the AOC may make use of Qualified (Non-Certified) Interpreters and/or Translators: A Qualified (Non-Certified) interpreter or translator is an individual who is able to interpret/translate effectively, accurately and impartially, both receptively and expressively, using any necessary vocabulary. A Qualified (Non-Certified) individual shall possess competence in both the source language and the target language and shall be able to demonstrate knowledge and skill gained from experience working in the language.