

Contract Year July 1, 2014 through June 30, 2016



**Standard
Terms & Conditions
for
Independent Practitioners**

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

Contacts for Questions

If you have any questions regarding AOC contract requirements for Independent Practitioners 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 Program Director or that Director’s authorized designee.

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

“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.

“Contractor’s Signatory” means the individual practitioner who signs the Contract Form to legally bind the Contractor to the ASC/AOC on all matters under this Contract.

“Counseling” means the therapeutic process based 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 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 a 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 is 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 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 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.

“Non-facility-based services” means 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 minimum 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 language assistance with respect to a particular type or 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 twenty-four (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 33 provided by a person meeting the qualifications described in Paragraph 34 or Paragraph 35 of these Standard Terms and Conditions.

“Provider Standards” means the requirements, standards and deliverables set forth in Sections III through XV 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 Prequalification Form or 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.

“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 Amendments or Change Orders.

“Standard Terms and Conditions” means the contract provisions 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 service 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 Independent Practitioner 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 or certification problems, significant contractual or statutory violations, or unresolved health and safety issues. If both parties agree, in writing, the Contract shall be amended and the Contract Officer and the Contractor's Authorized Representative shall sign the amendment. Extension of the Contract shall not be assumed and is not officially extended until the Contractor receives a written contract 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 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.
- 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, 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, volunteer or intern to provide services under this Contract where that officer reasonably determines that the person's background 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 facilities 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 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 or certification 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 non-employees 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 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 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 any allegation of health, safety and/or child welfare related 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 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 Subcontractors

- a. **General.** Subcontractors/Non-employees, other than volunteers and interns, are not permitted under any circumstances.
- b. **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.

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. **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.
- c. **Notice of Intent to Add, Move or Close a Facility, Service or Program.** The Contractor shall provide written notice to the Contract Officer no later than 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.
- d. **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.
- e. **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, programmatic and licensure items. 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.

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 Contract Compensation Schedule, and which are authorized on SAF. 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 SAF's, 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;
 - iii. There will be no compensation pay 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 AOC 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 or county probation department. 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 AOC 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 will be reduced by 25%. Any invoice received at the ASC/AOC that is more than 60 days after the end of the month in which services are rendered will be reduced by 50%. Any invoice received at the ASC/AOC that is more than 90 days after the end of the month in which services are rendered will 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 payors, 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 ASC/AOC 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 and billed by the ASC/AOC. 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, allowance or expense.

- 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. **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 client's RBHA enrollment status and notify the probation department of status changes.
- h. **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.
- i. **Payments.** 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.
- j. **Exemption.** Requirements of Paragraph 7- g and h 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, or for any nonperformance. 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 and shall provide written notice accepting termination. All provisions of paragraph 12 shall apply to voluntary terminations. (there should be something about where records are kept & contact person in letter?)

- d. **Unanticipated Circumstance.** In the event the Contractor becomes deceased, incapacitated, or ill and is not able to perform the service provisions of this Contract, the ASC/AOC reserves the right to terminate the Contract upon notification. Written notification of the unanticipated circumstance must be submitted to the AOC within fourteen (14) business days of the determination of the occurrence.
- e. **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 non-employee 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, the Contractor shall cooperate with the Contract Officer in transferring or otherwise reassigning any client to whom the Contractor is providing services. 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, the ASC/AOC retains the right to inspect, monitor or audit the facilities and records of the Contractor and non-employees, 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 21 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, c and d.
- 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. **Record Transfer.** The Contractor shall ensure a plan is developed which identifies a qualified person who meets the requirements of Paragraph 34 of these Standard Terms and Conditions and serves as the responsible party for the transfer of record. The record transfer plan will be enacted upon an unanticipated event, such as, incapacitation illness and/or death of 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.
- d. **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.

- e. **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.
- f. **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.

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 non-employees:
 - i. Visit or inspect the facilities of the Contractor, or of non-employees;
 - ii. Observe the services provided;
 - iii. Interview clients, parents, guardians, personnel, volunteers, or interns or in privacy; or
 - 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 non-employee 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 a written plan 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. 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 and success in achieving the goals and measurable objectives described in the Contract. The Contractor must participate in program evaluation processes, including written program improvement planning, and quality improvement and quality assurance efforts through the 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 non-employee 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 the Contractor, volunteers, interns and current/former 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 non-employees 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 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 to the ASC/AOC of any pending acquisition or merger of his/her company within ninety (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 "Indemnitee") 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 Indemnitee shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of the Indemnitee, 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.

a. **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.

B. 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.

C. 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.
- b. **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.

- c. **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.
- d. **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.
- e. **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

Insurance	Minimum Amounts		Additional Insured Required	Waiver of Subrogation	Sexual Abuse/ Molestation Required (\$500,000)
Worker's Compensation and Employer's Liability	Each Accident	\$1,000,000			
	Disease – Each Employee Disease - Policy Limit	\$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 volunteers and interns 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 volunteers and interns shall not divulge or release information received from the Superior Court/Juvenile Probation Department about any client to anyone without 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 containing 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 to process court records dissemination
 - 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 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.
- 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 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 contract change orders to the Contract conflict with these Standard Terms and Conditions, the Attachment A, the Service Specifications or any Amendments or Contract 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 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 Affidavit

- a. **Fingerprinting and Affidavit Requirements.** Upon date of signing this Contract, the Contractor 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 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 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 AOC Criminal History Affidavit form whether they are awaiting trial on or have been convicted of any of the following criminal offenses pursuant to Section 41-1758.03, subsections B and C in this state or similar offenses in 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 required to register as a sex offender.
- b. **Fingerprinting and Affidavit Requirements for Volunteers and/or Interns.** The Contractor shall ensure **within seven (7) working days of employment** and prior to being allowed to perform services under this contract that volunteers and/or interns, whether paid or not, providing direct services to clients under this contract shall:
- 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. Volunteers and/or interns shall have a valid fingerprint clearance card issued pursuant to Title 41, Chapter 12, Article 3.1 or shall apply for a fingerprint clearance card.
- c. **Documentation.** The Contractor shall maintain documentation of fingerprint clearance card, a copy of DPS Fingerprint Application with ink card and the signed and notarized AOC Criminal History Affidavit Form in the Contractor personnel file described in Paragraph 38 and 39 of these Standard Terms and Conditions.

The affidavit form can be obtained from the AOC via the JJSD website. The original fingerprint clearance card is the personal property of the individual whose name appears on the card. In order to comply with the fingerprinting and affidavit requirement, the Contractor shall perform the following:

i. **If the volunteer/intern does have a fingerprint clearance card the following must occur:**

- A. Prior to being allowed to perform services under this contract the Contractor must contact the Department of Public Safety (DPS) to verify the validity of the fingerprint clearance card of the volunteer/intern. This verification process must be documented in the individual volunteer/intern personnel file.
- B. Prior to being allowed to perform services under this contract volunteers/interns 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 the Contractor and/or volunteer/intern does not have a fingerprint clearance card the following must occur:**

- A. The Contractor shall contact DPS to check on the status of the pending fingerprint clearance card applications of the volunteer/intern as outlined in Subparagraph e. All status checks must be documented in the Contractor and/or volunteer/intern personnel file. Once the person receives the fingerprint clearance card, a copy of the card must be maintained in the Contractor and/or volunteer/intern personnel file.
- B. Prior to being allowed to perform services under this contract volunteers/interns 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.

- d. **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 seven (7) days thereafter until the Contractor and/or volunteer/intern 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 Contractor and/or volunteer/intern must immediately present a fingerprint clearance card or be suspended from performing services under this Contract until the clearance card is presented. If the Contractor and/or volunteer/intern has been denied a fingerprint clearance card, but is eligible to apply for a Good Cause exception, the Contractor 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 Contractor and/or volunteer/intern personnel file providing services under contract.

- e. **Renewals.** The contractor shall be responsible to maintain a current fingerprint card and for completing any renewal requirements to meet the AOC Fingerprint and Criminal History Affidavit requirements. If a lapse occurs and the Contractor does not have a valid fingerprint card the Contractor will not be allowed to provide services until a current fingerprint card is obtained.

- f. **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 Paragraph 27 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.

- g. **Termination.** The Contract may be terminated immediately pursuant to:
 - i. **A.R.S. § 8-322-I.** The Contract may be terminated immediately if the Contractor or the Contract Officer certifies that pursuant to 8-322 (L) or 8-322 (M) that the Contractor is awaiting trial or has been convicted of any of the offenses listed in 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 A.R.S. § 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 F is immediately prohibited from employment or services with licensee or contract provider in any capacity requiring or allowing contact with juveniles. This also applies to volunteers and interns.

 - 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.

- h. **Certification.** By signing the contract, the contractor certifies that it, its volunteers, and interns meet the requirements of this Paragraph as of the date of contract signing.

- i. **Failure to comply.** If the Contractor and/or any volunteer/intern 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.

SECTION III - CLIENT RIGHTS

28. 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 entities 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 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 be fingerprinted, photographed, or recorded without consent except:
 - A. For photographing for identification and administrative purposes 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 to sign is advisable in addition to the treatment by court order. This form would be obtained during the intake process prior to the provision of services;
- xiv. 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. 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 or 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 Security, Office of Child Protective Services, and local emergency numbers.

29. Privacy

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.

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SECTION IV - GENERAL CONTRACTOR REQUIREMENTS

31. General Requirements

- a. **Contractor Orientation.** Contractors are required to attend and complete a Contractor Orientation within thirty (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 ensures he/she meets the acuity of the client to provide the quantity and type of services set forth in the Contractor’s Application. The Contractor’s, volunteer’s and intern’s 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. **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, staffings and discharge planning, client file documentation and the storage and dissemination of client records.
- d. **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.

32. Volunteer and Intern Policies

- a. **Generally.** Contractors using volunteers or interns to provide direct services to clients 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, orientation, and supervision of the volunteers/interns. Volunteer and intern supervision shall be provided as outlined in Paragraph 36 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 39 of these Standard Terms and Conditions. A documented review of all written policies shall be conducted annually.
- b. **Personnel Policies.** The Contractor shall establish written policies describing the duties, responsibilities and required minimum qualifications of the Contractor and any volunteers and interns. The qualification requirements shall relate to the service categories offered by the Contractor, including its volunteers and interns, under this Contract and shall be consistent with the minimum requirements set forth by state licensing authorities and/or relate to the Contract. 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.
- c. **Professional Conduct.** The Contractor shall have written standards and disciplinary policies describing the expected behavior of volunteers and interns.

SECTION V - MINIMUM PERSONNEL QUALIFICATIONS TO PROVIDE SERVICES TO CLIENTS

33. 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 34.

34. 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 33 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 is not clinical psychologists and is 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.
- c. **Nurse Practitioners.** Nurse practitioners providing the services specified in Paragraph 33 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 33 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 33 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. **Failure to Use Qualified Personnel.** If the Contractor provides services through volunteers and/or interns 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.
- g. **The Contractor.** Shall document competency, experience, and training of volunteers or interns as outlined in Paragraph 37 and 38 of this Contract, within thirty (30) days of hire, and before allowing volunteers or interns to perform services to clients under this contract.
- h. **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.
- i. **The Contractor.** Will provide to the AOC a list of direct services staff on at minimal 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.

35. Qualifications for Volunteers and Interns

Minimum Qualifications. Volunteers and interns providing direct care services to clients shall be at least twenty-one (21) years of age, have a minimum of a high school diploma or GED, and have the experience and training necessary, and shall be competent to provide the services assigned. The Contractor shall document competency, experience, and training of volunteers and interns as outlined in Paragraph 37 and 38 of this Contract, within thirty (30) days of hire, and before allowing the volunteer and/or intern to perform services with clients under this contract.

SECTION VI - SUPERVISION

36. Supervision of Interns and Volunteers

- a. **Generally.** The Contractor shall supervise interns and/or volunteers who provide direct services through direct observation and supervision. The supervision requirements are specified in this Paragraph and vary depending on the type of direct service the intern/volunteer is providing.
- b. **Professional Services.** The Contractor shall provide interns and/or volunteers at least one (1) hour of clinical supervision for every ten (10) hours of professional services delivered, as described in Paragraph 33. Supervision may occur individually or in a group.
- c. **Direct Care Services.** The Contractor shall provide at least two (2) hours per month of supervision to interns and/or volunteers providing direct care services as defined in this Contract.
- d. **Documentation.** The Contractor shall document in the intern and/or volunteer's personnel file the supervision described in Subparagraph b and c. The supervision and documentation shall occur contemporaneously and 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 training needs and recommendations made by the supervisor to enhance job performance.

SECTION VII – ORIENTATION, ANNUAL TRAINING AND COMPETENCY DETERMINATION REQUIREMENTS

37. Orientation, Annual Training and Competency Determination

- a. **General Requirement.** The Contractor shall annually complete the training required to maintain all professional licenses in good standing and any contract-related orientation or training as scheduled by the AOC. The contractor shall maintain documentation of all personal training and all training and competency related to volunteers and interns.
- b. **Plan.** The Contractor shall establish a plan to provide initial orientation and ongoing training for 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 for Volunteers and Interns.** The Contractor shall provide an initial orientation to volunteers and interns prior to staff providing services to youth under this contract. Time spent in orientation must be clearly documented in the personnel, record 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;
 - 4. Scope of the services and limitations of volunteer activity.

- d. **Training Requirements for Volunteers and Interns.** 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 volunteer or interns assigned activities. Documentation of training must include the date and duration of training; identified training topic; and include the dated signatures of the trainer and trainee.

- e. **Competency Determination and Documentation for Volunteers and Interns.** Except for personnel independently licensed, within thirty (30) days of hire and before permitting volunteers and interns to perform direct care or professional services to clients under this contract, the Contractor shall determine competency (verbal, visual observation, written test, or other means) of direct service interns and volunteer staff. Competency determination may be made by the Contractor for the areas identified below. Documentation shall include the dated signature of the professional responsible for the 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;
 - 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

38. Contractor Personnel File

File Contents. The Contractor shall maintain a current, individual file for him/herself, which shall include:

- a. The person's name, birth date, address, social security and phone numbers;
- b. Documentation that the he/she meets qualifications specified in Paragraphs 33 or 34 of these Standard Terms and Conditions to provide assigned services, including an official copy of his/her diploma or transcripts, record of dates and locations of work experience, education, and training;
- c. A copy of required professional licenses;
- d. Documentation of compliance with the fingerprinting requirements, and the requirement for a notarized 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; and
- e. Documentation of any disciplinary actions including but not limited to professional licensure actions.
- f. Documentation of any required communication per AOC Standard Terms & Conditions Paragraph 4. F: Related Litigation, Complaints or 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.

39. Files on Volunteers and Interns

File Contents. The Contractor shall maintain individual 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:

- a. The person's name, birth date, address, social security number and phone number;
- b. 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;
- c. Documentation of compliance with the fingerprinting requirements, as applicable, and the requirement to maintain a notarized criminal history affidavit form 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.

- d. Documentation of orientation, continuing education or training (including web based) and competency determination;
- e. 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;
- f. Documentation of communication with DPS to confirm the validity of fingerprint clearance card or the status of the fingerprint application;
- g. Documentation of competency determination as described in Paragraph 37 of these Standard Terms & Conditions;
- h. Documentation of any disciplinary actions taken against the person; and
- i. Documentation of supervision as described in Paragraph 36;
- j. Documentation of cardiopulmonary resuscitation and first aid certification, as applicable;
- k. Documentation of direct visual supervision of volunteer and intern during the volunteer activity or service provided;
- l. 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;
- m. Documentation of cardiopulmonary resuscitation and first aid certification, as applicable.

SECTION IX - CLIENT ADMISSION AND DISCHARGE CRITERIA

40. 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 45-b of these Standard Terms and Conditions.

SECTION X - CLIENT ASSESSMENT

41. Assessment

- a. **Generally.** Except as provided in Subparagraph b, 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 service. A psychiatrist, psychologist, or other behavioral health professional as identified in Paragraph 34 of these Standard Terms and Conditions shall conduct the assessment. 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 of 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 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 42 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 evaluations 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 Subparagraph 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.

42. 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 service. 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 - TREATMENT OR SERVICES PLANNING

43. Creating a Treatment or Service Plan

- a. **Requirement.** The Contractor shall prepare a written treatment/service plan for each client within five (5) business days of completion of the client assessment based on the Contractor's assessment and evaluation conducted under Paragraph 41 and, if applicable, Paragraph 42 of these Standard Terms and Conditions. A psychiatrist, psychologist, or other behavioral health professional identified in Paragraph 34 of these Standard Terms and Conditions shall prepare either the individualized treatment or service plan for clients referred under this Contract. The plan shall identify the person who wrote the plan, and his/her credentials, and contain that person's legible dated signature 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 plans 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:
- 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 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.

44. Contents of the Plan

- a. **Generally.** The individualized treatment/service plan(s) shall contain, at a minimum, 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 dates when achievement of the 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 of 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, the clients' 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 any evidence of the following documented items:
- i. Treatment service plan objectives/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 Recommendations for referrals for additional or continued services to ensure continuity of care; and
 - ix. Identification of supports available to youth 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 34 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 43-c 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

45. 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

Note: 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 41 and 42 of these Standard Terms and Conditions;
 - iv. 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;
 - v. Referral form and summary, if applicable, including the reason for referral, presenting problem and medications and dosage at the time of referral;
 - vi. A treatment/service plan as specified in Paragraphs 43 and 44 of these Standard Terms and Conditions, including any additional requirements as listed in the appropriate Service Specification;

- vii. A notice of treatment/service planning as specified in Paragraph 43-d of these Standard Terms and Conditions;
- viii. Documentation of any treatment/service plan reviews and updates;
- ix. Progress notes, which are signed and dated by the Contractor, must be written on the day of the event for all services. 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, at a minimum, documenting client behavior, participation, significant events or other items of note. Amended progress notes shall have the date, name, and signature and the reason for the amendment. Group progress notes shall be individualized to each client attending group;
- x. Progress reports required by Paragraph 49-b of these Standard Terms and Conditions;
- xi. Evaluation reports required by Paragraph 49-c of these Standard Terms and Conditions;
- xii. Documentation of incidents that involve clients, psychiatric emergencies, and client grievances;
- xiii. Notations of communications pertinent to the client's well-being or treatment;
- xiv. The discharge summary required by Paragraph 49-d of these Standard Terms and Conditions;
- xv. Documentation of Title XIX and Title XXI preliminary financial eligibility screening at intake as required by A.R.S. § 36-3408, as applicable;
- xvi. Documentation of screening for AHCCCS enrollment and RBHA enrollment. If AHCCCS enrolled, ensure client is referred for RBHA enrollment and service eligibility, as applicable;
- xvii. A copy of the Service Authorization (SAF) initiating and continuing services;
- xviii. Documentation of the client's receipt of his/her client rights as required in Paragraph 28-a;
- xix. 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 29 of these Standard Terms and Conditions

46. 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 and available on request for inspection by the Contract Officer or juvenile 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 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.

SECTION XIII – GENERAL CLIENT SERVICES REQUIREMENTS

47. 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.** The Contractor shall not at any time endanger the health or safety of the client under their care.
- c. **Appropriate Behavior Control Methods.** The Contractor 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. The Contractor 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 by the Contractors policies and procedures are considered by the AOC to be incidents as defined in Paragraph 50 and may be subject to contract action if determined to affect the health, safety and welfare of youth receiving services under this contract.
- d. **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.

- e. **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 XIV - TRANSPORTATION OF CLIENTS

48. 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. **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 volunteers or interns 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.

- c. **Transport Insurance Requirements.** The Contractor shall comply with the insurance requirements specified in Paragraph 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.

- d. **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.
- e. **Notification.** The Contractor shall notify the Contract Officer, according to the incident reporting requirements specified in Paragraph 50 of these Standard Terms and Conditions, of any traffic accident involving any client being transported by the Contractor, its transport contractor or Contractor volunteers, or interns utilizing personal vehicles.
- f. **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.

SECTION XV - MANDATORY REPORTING REQUIREMENTS

49. 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 filing the report with the probation officer.

The progress report shall include, at a minimum:

- i. Services provided;
 - ii. The client and family's response and progress in services;
 - iii. Plan for engagement strategies if the client and/or family are not involved;
 - iv. Primary issues addressed;
 - v. Prognosis for continuing service;
 - vi. Client's anticipated discharge date and plan;
 - vii. Date of report; and
 - viii. Signature and credentials of personnel completing the report.
- c. **Evaluation Reports.** The Contractor shall submit psychiatric, psychological, psychoeducational 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 ten(10) day time frame is negotiated on a case-by-case basis between the Contractor and the probation department and is maintained in the client file. *A copy of the waiver must accompany the submitted invoice.*
 - d. **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 the length of time in services;
 - iii. Length of time services received;
 - iv. Criminogenic factors (crime producing) impacted during length of time in services;
 - v. Criminogenic factors (crime producing) 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; and
 - xii. Contractor dated signature and credentials; and
 - xiii. For Direct Therapeutic Services, discharge summaries must be prepared by a medical practitioner or behavioral health professional;
- e. **Diversity Report.** The Contractor shall, by August 15, submit a written report to the Contract Officer identifying, for the previous fiscal year of service ending June 30, the number, ethnicity and gender of the personnel providing direct services to clients and the number, ethnicity and gender of the clients referred and served under the terms of this contract. 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.
- f. **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. 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 Core Performance Goal Report form may be accessed at the JJSD website listed in 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 written core performance goal reports that are available for review under this contract.

- g. **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.
- h. **Outcome Evaluations.** The Contractor shall participate in any outcome evaluation conducted by the Contract Officer.

50. 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 50.a.-e. 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 Contractor 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 50.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 50.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 50.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 in 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 or after becoming aware 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 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 of the incident 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. Emergency safety response (ESR), locked seclusion and/or restraint;
 - viii. Weapons possession;
 - ix. Possession and/or use by a client of any quantity of illicit drugs or alcohol or of medications not prescribed to the client;
 - x. Acts by clients or staff where the Contractor involves law enforcement, excluding runaway;
 - xi. Self harming behavior while in a contract service that requires medical treatment beyond first aid;
 - xii. Acts of inappropriate discipline and/or inappropriate behavior management involving clients/youth by staff; and

- xiii. Traffic accidents involving clients transported by the Contractor or its personnel, its transport contractor, volunteers or interns.

- e. **Additional reports/notification to 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** in accordance with the stated timelines. 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 50.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 Independent Practitioner (IP)

The following options are available for Independent Practitioner (IP) contractors to address the LEP needs of youth and families receiving services:

- i. For those youth and families with LEP the contractor shall provide or arrange for the services to be provided in the language preference identified by the youth and family members. The contractor may make use of the following methods of service provision:
- ii. Independent Practitioners 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 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. Independent Practitioners 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 by the United States.
- v. Independent Practitioners 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.