
Standard Terms & Conditions for Full Procurement

*Contract Year January 1, 2009
Through December 31, 2010*



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

TABLE OF CONTENTS

SECTION I - DEFINITIONS.....	1
1. Definitions.....	1
SECTION II - GENERAL PROVISIONS	6
2. Contract Effective Date.....	6
3. Duration of Contract.....	6
4. Maintenance of Quality Service Delivery	6
5. Use of Non-Employees	7
6. Notice Requirements	8
7. Payment for Services, Allowances and Other Approved Expenses	9
8. Changes and Contract Amendments; Exemptions	11
9. Contractor's Authorized Representative.....	12
10. Right to Enter into Other Contracts.....	12
11. Remedies and Termination Rights	12
12. Obligations on Completion, Termination or Suspension	13
13. Assignment.....	14
14. Retention of Records	14
15. Contract Administration.....	15
16. Investigations.....	16
17. Fiscal, Management and Administrative Requirements.....	16
18. Indemnification	17
19. Insurance	17
20. Disputes.....	21
21. Confidentiality of Client Information.....	21
22. Non-Discrimination in Service Delivery.....	23
23. Non-Discrimination in Employment	23
24. Cancellation Due to Conflict of Interest.....	23
25. Effect of Contradictory Provisions.....	24
26. General Provisions	24
27. Fingerprinting and Affidavits.....	24
28. Group Homes	27
SECTION III - CLIENT RIGHTS	30
29. Client Rights.....	30
30. Privacy.....	32
31. Work for Clients.....	32
32. Clothing.....	32
SECTION IV - GENERAL CONTRACTOR REQUIREMENTS	33
33. General Requirements	33
34. Personnel Policies and Organization Chart	33
SECTION V - MINIMUM PERSONNEL QUALIFICATIONS TO PROVIDE SERVICES TO CLIENTS	35
35. Assessment, Treatment/Service Planning and Counseling Services	35
36. Qualifications to Provide Assessment, Treatment/Service Planning and Counseling Services	35
37. Waiver to Degree and/or Licensure Requirements.....	37
38. Qualifications and Restrictions For Direct Care Staff.....	38

SECTION VI - SUPERVISION.....	39
39. Supervision of Direct Care Staff	39
40. Supervision of Waivered Staff	40
41. Key Personnel.....	41
SECTION VII - ORIENTATION, ANNUAL TRAINING AND COMPETENCY DETERMINATION REQUIREMENTS.....	42
42. Orientation, Annual Training and Competency Determination	42
SECTION VIII - PERSONNEL AND RELATED FILES	44
43. Personnel Files	44
44. Files on Volunteers and Interns.....	45
SECTION IX - CLIENT ADMISSION AND DISCHARGE CRITERIA	46
45. Admission and Discharge Requirements.....	46
SECTION X - CLIENT ASSESSMENT	47
46. Assessment	47
47. Additional Evaluation and Diagnosis.....	48
SECTION XI - CLIENT TREATMENT OR SERVICES PLANNING.....	49
48. Creating a Treatment or Service Plan.....	49
49. Contents of the Plan	50
SECTION XII - REQUIREMENTS FOR CLIENT RECORD KEEPING	52
50. Confidentiality and Content of Client Records	52
51. Client Record Maintenance	54
SECTION XIII - MEDICATION CONTROL.....	56
52. General Requirements	56
53. Self-Administration of Medications	56
54. Medication Storage Area.....	57
SECTION XIV - GENERAL CLIENT SERVICES REQUIREMENTS	59
55. General Client Services Requirements	59
SECTION XV - FOOD SERVICES	60
56. Food Services	60
SECTION XVI - TRANSPORTATION OF CLIENTS.....	61
57. General Transportation Requirements.....	61
58. Transportation For Day Programs	62
59. Transportation For Out-of-Home Programs	63
60. Outings	63
SECTION XVII - MANDATORY REPORTING REQUIREMENTS	64
61. Reporting Generally	64
62. Incident Reporting.....	66

SECTION I - DEFINITIONS

1. Definitions

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

“**ADHS/OBHL**” means Arizona Department of Health Services/Office of Behavioral Health Licensure.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

“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.

“Days” means calendar days.

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

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

“DPS” means the Arizona Department of Public Safety.

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

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

“Direct Services” means professional and direct care 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.

“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, other than an office where the exclusive services provided are one-on-one family or individual client counseling. Excluding foster care, the term includes out-of-home programs, most day support programs, and may include other outpatient and delinquency prevention services programs.

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

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

“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 or 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, if applicable, the client’s guardian, parent, custodian or agent before a client receives a specific treatment or a change in treatment, such as the use of a different medication, 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.

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

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

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

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

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

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

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

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

“Professional Services” means services as identified in Paragraph 35 provided by a person meeting the qualifications described in Paragraph 36 or Paragraph 37 of these Standard Terms and Conditions.

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

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

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

data, whether or not the Contractor prepares it, pertaining to each client that the Contractor serves under this Contract.

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

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

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

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

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

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

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

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

“State” means the State of Arizona.

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

“Volunteers” or **“Interns”** means those persons who provide direct services to clients with or without continuous direct visual supervision and who are unpaid or paid nominally.

SECTION II - GENERAL PROVISIONS

2. Contract Effective Date

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

3. Duration of Contract

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

4. Maintenance of Quality Service Delivery

- a. **Generally.** The Contractor shall provide services which comply at all times with the Contract and deliver them according to the Contract and within the bounds of applicable professional standards. Clients referred under the terms of this contract may not be permitted to violate state law while receiving services.
- b. **Warranty.** The Contractor warrants that the services it provides under the Contract shall at all times meet the requirements of the Contract, including the Service Specifications and the Provider Standards.
- 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 or a non-employee, to provide services under this Contract where that officer reasonably determines that the person's background or conduct is unsuitable to provide the assigned services.

- d. **Facility Condition and Maintenance.** If the Contractor provides services to clients at its facility, the Contractor shall maintain the facility in good repair and keep it in a clean condition to assure the safety and comfort of clients. The Contractor shall prohibit smoking of any kind in or on the property of any facility where it provides services to clients. The Contractor shall not rely primarily on the work of clients to maintain and keep the facility clean.
- e. **Private Practice.** If the Contractor provides services separate and apart from this Contract, it shall do so in a manner which does not interfere with Contractor's performance of this Contract, and which does not create a conflict of interest.
- f. **Related Litigation.** In the event that the Contractor, any of its personnel or non-employees are criminally charged, are named in litigation alleging professional misconduct, or are subject to a complaint or other matter before an administrative licensing entity, the Contractor shall immediately notify the Contract Officer in writing. The notice shall state the date that the litigation or complaint was filed, or the administrative proceeding was initiated, the names of the parties, the case number, and the allegations involved. It shall also state whether, at the times alleged in the charge, litigation, complaint, or proceeding, the Contractor or the Contractor's personnel, volunteers, interns, or 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 OBHL 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 the Contract practice within the scope of his/her licensure
- 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.

5. Use of Non-Employees

- a. **Responsibility for Performance.** The Contractor shall be responsible for contract performance and compliance whether or not it uses non-employees to provide 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.

- b. **Contractual Requirements.** Any agreement between the Contractor and a non-employee who provides or may provide services under this Contract shall be in writing. The agreement shall explicitly set forth, or incorporate by reference, these Standard Terms and Conditions, relevant Special Terms and Conditions and the applicable Service Specifications, which shall apply with equal force to the non-employee as if it were the Contractor. The Contractor shall review the agreement and have non-employee sign the agreement annually. The agreement shall prohibit the non-employee from subcontracting any part of the service. The authority to review subcontracts is for the sole purpose of permitting verification of persons who are involved in performance of this contract and who are treated by the contractor as subcontractors are bound by the terms of this contract.
- c. **Warranty.** The Contractor warrants that the qualifications of, and the services provided by non-employees, meet all the requirements of the Contract.
- d. **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. **Notice to Schools.** The Contractor shall send written notice to a client's public or private school and seek that school's participation in planning for a transition from any Contractor-school program back to a public or private school program.
- c. **Notice to Probation Officer or Court.** At any time the Contractor desires to send a client out-of-state as a part of the client's treatment program or for any other reason, the Contractor shall send a written request to the probation officer in advance. A client may not be moved out of state without written permission from the probation officer or the court as appropriate.
- d. **Notice of Intent to Add, Move, or Close a Facility or Program.** The Contractor shall provide written notice to the Contract Officer no later than sixty (60) days in advance of its intent to add, move, or close a facility or program at which it has been providing services to clients under this Contract.

- e. **Notice of Change in Key Personnel.** The Contractor shall provide immediate written notice of any changes of key staff, as defined in these Standard Terms and Conditions, of a program/service under this Contract.
- f. **Notice of Intent to Modify a Program.** The Contractor may propose to modify the components of an existing service/program under this Contract. Program/service modification, may include but is not limited to, use of non-employees, programmatic, and licensure. The Contractor shall provide a written request of modification to the ASC/AOC for written approval **prior** to implementation. Failure to obtain ASC/AOC approval may result in the Contract Officer taking actions that the officer deems appropriate under Paragraph 11 of these Standard Terms and Conditions.
- g. **Notice of Intent of Acquisition or Merge.** The Contractor shall provide written notification of any **pending** acquisition or merger of his/her company within 90-days upon discovery. Failure of the Contractor to provide this information may eliminate AOC Qualified Vendor Status.

7. Payment for Services, Allowances and Other Approved Expenses

- a. **Compensation Schedule.** The ASC/AOC shall pay the Contractor for the services specified in this Contract at the rate set forth in the Compensation Schedule, and which are authorized on the SAF's. 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; and
 - iii. There will be no compensation paid for missed appointments for any contracted service;
 - iv. In the event the Contractor delivers services not on the Contract and/or inaccurately bills service codes and receives payment for the service, the Contractor shall not be entitled to compensation for those services and the Contract Officer may take 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 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.

b. **Method of Payment.**

- i. **ASC/AOC Funds.** The funding source and the other party to this Contract is the ASC/AOC, not the superior court. However, the Contractor shall submit all invoices under this Contract to the referring superior court 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 for any invoice which the Contractor submits later than ten (10) days following the end of the month in which services are rendered. The ASC/AOC shall return invoices received at the referring Superior Court more than thirty (30) days after the end of the month in which services are rendered with payment denied. 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 10 days after the end of the month are subject to a 25% reduction in payment from the ASC/AOC. Any invoice received at the ASC/AOC that is more than forty-five (45) days after the end of the month in which services are rendered may be reduced by 25%. Any invoice received at the ASC/AOC that is more than sixty (60) days after the end of the month in which services are rendered may be reduced by 50%. Any invoice received at the ASC/AOC that is more than ninety (90) days after the end of the month in which services are rendered may be reduced by 75% or denied payment. The Contractor's repeated failure to submit timely invoices may be grounds for terminating this Contract.

- d. **End of the Fiscal Year.** Pursuant to A.R.S. § 35-191-c, the ASC/AOC shall not be able to pay any invoice submitted later than 30 days after June 30 of each year, which seeks payment for services rendered or expenses incurred through June 30.
- e. **Charges to Clients' Parents.** 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.
- f. **Payments Collected for Services.** If the Contractor collects any payment for services, allowances, or expenses from any source, including third party payers, the Contractor shall specify the amount of the collection on the invoice as described in the Invoice Billing Manual. The Contractor shall report payments collected after payment of the invoice on a credit memo, and reimburse the

ASC/AOC as specified in the Invoice Billing Manual. Acceptance by the contractor of any payment by anyone other than the ASC/AOC shall be construed as payment in full 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.

- g. **Availability of Funds.** The provisions of this Paragraph shall become effective when the Legislature appropriates applicable funds and they become available to the ASC/AOC for disbursement. The Director shall be the sole authority in determining the availability of funds under this Contract and the Contract Officer shall keep the Contractor informed about the availability of funds.
- h. **Bed Hold Payment.** Payment may be made for up to two (2) days for a client placed in an out of home facility, excluding detention alternative programs, who is on runaway status, up to three (3) days for home visits (no more than eight (8) days in a calendar month) and up to seven (7) days for acute medical hospitalization.
- i. **Title XIX/XXI Screening and Enrollment.** If the Contractor holds a contract with a RBHA or sub-contracts with a RBHA network provider, all clients served under this Contract must be screened for Title XIX/XXI eligibility. Once the client is found eligible for Title XIX/XXI services, the Contractor shall guide and provide the client necessary information to enroll into the public behavioral health system (RBHA). All efforts the Contractor has made on behalf of the client shall be documented in the client file. If it is determined that the client is actively enrolled in the public behavioral health system (RBHA), the Contractor shall bill the RBHA for the services the RBHA has authorized to deliver. In accordance to the Contractor's policies, the Contractor shall periodically verify the clients' RBHA enrollment status and notify the probation department of status changes.
- j. **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.
- k. **Exemption.** Requirements of Paragraph 7-i and j of these Standard Terms and Conditions shall not be applicable to delinquency prevention services and competency restoration services.

8. Changes and Contract Amendments; Exemptions

- 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.
- c. **Exemption.** The Contract Officer may exempt a requirement specified in these Standard Terms and Conditions, if either the type of programs and services that the Contractor provides, or the size of the Contractor make it reasonable to do so. The Contract Officer shall specify in a Contract Amendment or Change Order the Paragraphs and requirements exempted, unless they are already set forth in Attachment A.

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 if it replaces the Contractor's Authorized Representative during the Contract. The notice shall be signed by a person with the authority to designate the Contractor's Authorized Representative, and provide at a minimum the name, title, address and telephone number of the new representative.

10. Right to Enter into Other Contracts

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

11. Remedies and Termination Rights

- a. **Convenience.** The Contract Officer may terminate this Contract in whole or in part without cause thirty (30) days after mailing written notice of termination by certified mail, return receipt requested, to the Contractor.
- b. **Defective Performance.** The Contract Officer may terminate this Contract in whole or in part for any performance that does not comply with any term of this Contract, for any nonperformance or use of non-qualified personnel. The Contractor's failure to adhere to any service, procedural, administrative, legal requirement, in regards to this Contract shall be a basis for termination under this Subparagraph.

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

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

- c. **Voluntary Termination.** The Contractor may request, in writing, a voluntary termination of the Contract. The Contractor shall give a sixty (60) day notice prior to the requested date of termination. The Contract Officer shall have the sole discretion to determine if the voluntary termination is in the best interest of the ASC/AOC and shall provide written notice accepting termination. All provisions of Paragraph 12 shall apply to voluntary terminations.
- d. **Additional Remedies.** The ASC/AOC is entitled under this Contract to all remedies available in law or equity. In the event that the Contract Officer determines that the Contractor or any 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, or if the Contractor requests, in writing, termination of the Contract, the Contractor shall cooperate with that officer in transferring or otherwise reassigning any client to whom the Contractor is providing services. If the Contractor is providing residential services, it shall continue to ensure the safety and welfare of the client until necessary transfer or reassignment has been completed. The Contract Officer shall promptly take all actions necessary to transfer or otherwise reassign any client to whom the Contractor was providing services for and can do so before or upon completion, termination or suspension of this Contract.

- b. **Records.** Records relating to the Contract shall remain the property of the Contractor, subject to the Contract's retention, confidentiality, and access requirements. The Contractor shall, at the Contract Officer's request, provide a copy of those records to the ASC/AOC or to any new provider of the services within the time specified in the request. The ASC/AOC shall pay for the reasonable cost of copying and transferring those records.
- c. **Compensation for Services.** Where the compensation under the Contract is fee for service, the ASC/AOC shall pay the Contractor for all authorized services performed to the date of completion, termination or suspension. Where the compensation under the Contract is block purchase, the ASC/AOC shall pay the Contractor an appropriate pro rata portion of the flat rate. Additionally, if it is necessary to remove and transfer clients from a facility that the Contractor operates and the ASC/AOC fails to do so by the completion, termination or suspension date, the ASC/AOC shall reimburse the Contractor for all costs reasonably incurred and documented in maintaining clients at the facility, from the date of completion, termination or suspension until the clients are removed.
- d. **Subsequent Audit.** If the Contract is completed, or the Contract Officer terminates or suspends it, or the Contractor requests, in writing, termination of the Contract, the ASC/AOC retains the right to inspect, monitor or audit the facilities and records of the Contractor and 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 51 relating to this Contract for seven (7) years after the client's service termination date and shall dispose of the records in a manner that protects client confidentiality. During the retention period, the ASC/AOC, federal or state auditors and any other persons duly authorized by the ASC/AOC shall have full access to, and the right to inspect, copy and make use of, any and all records. The Contractor shall maintain a written policy which incorporates the requirements set forth in this Subparagraph, Subparagraphs b and c.
- b. **Contract Termination.** Upon termination of the Contract, voluntary or involuntary, the Contractor shall provide the Contract Officer with written notice specifying the location where the records will be stored, and the name and telephone number of the person responsible for maintaining them. The Contractor is responsible for complying with the requirements of this Paragraph and Paragraph 21 even if it closes or sells its business.

- c. **Electronic Record Management.** The Contractor shall ensure all electronic client records are stored on a protected network/drive. All mobile devices (laptops or PDAs) or electronic storage media (data sticks, tapes, disks, CD ROMs) may be used for temporary storage if they are encrypted. When electronic storage is utilized, the Contractor shall ensure devices or media contain the following features: boot passwords and automatic log-off, physical security of the device or media to prevent unauthorized access, tampering, loss or theft and current patch management, firewall and virus protection software.
- d. **Psychological Testing.** As part of the records retained under Subparagraph a, the Contractor shall retain psychological testing raw data on all clients served under this contract including those evaluated for transfer to the adult division of the Superior Court. The data shall be readily retrievable by the psychologist when requested by a Superior Court, the ASC/AOC, federal or state auditors and any other persons duly authorized by the ASC/AOC to have full access to, including the right to inspect, copy and make use of, any and all records.
- e. **Adequacy of Records.** 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, interns or non-employees in privacy; and
 - iv. Inspect and copy records relating to the Contract, including but not limited to personnel files, client files, billing documentation, policies and procedures.
- b. **Monitoring.** The Contract Officer, using the activities authorized in this Paragraph, may monitor the services delivered and the facilities and records maintained by the Contractor or any non-employee under this Contract. Monitoring activities may include but are not limited to, on-site visits, vendor self-audits, phone interviews and requests for 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 or non-employees. If the Contract Officer, the probation officer or other representative so directs, the Contractor shall provide a location for the visitation which assures that the Contract Officer, probation officer or other representative may conduct it in complete privacy.
- d. **Program Evaluation.** The Contract Officer may evaluate any services that the Contractor provides and may assess the Contractor's progress in achieving the goals and measurable objectives, as described in the Contract, and reducing recidivism. The Contractor must participate in program evaluation processes, including written program improvement planning, 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. Investigations

The Contract Officer may conduct investigations, including interviews with current and former personnel and clients of the Contractor or of non-employees, regarding allegations about issues that may affect the care, safety and welfare of clients served under the Contract. Any investigation 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 in advance of 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. **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.
- c. **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.
- b. **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 non-employees to maintain the same coverage specified in this Subparagraph, or shall provide such coverage for non-employees. The Contract Officer reserves the right to waive or adjust insurance requirements in unique situations.
- i. **Commercial General Liability**
 Policy shall include bodily injury, property damage, personal injury and broad form contractual liability coverage.
- General Aggregate \$2,000,000
 - Each Occurrence \$1,000,000
- A. The policy must be endorsed to **include coverage for sexual abuse and molestation* with a minimum limit of \$1,000,000.**
 *Sexual Abuse and Molestation coverage may be included in either Commercial General Liability and/or Professional Liability.
- 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."***
- C. Policy shall contain a waiver of subrogation against 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.**
- Each Accident \$500,000
 - Policy Limit \$1,000,000

- A. Policy shall contain a waiver of subrogation against 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. **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.”*

- B. Policy shall contain a waiver of subrogation against 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.

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

- Each Claim \$1,000,000
- Annual Aggregate \$2,000,000

- 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 \$1,000,000.**
*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 insurance coverage shall be primary insurance with respect to all other available sources.
 - iv. Coverage provided by the Contractor shall not be limited to the liability assumed under the indemnification provisions of this Contract.
- d. **Cancellation Notice.** The certificate of insurance shall indicate, and all policies shall provide, that the policies shall not be suspended, voided, canceled, expire, or materially change to affect the coverage available to the State without sixty (60) days prior written notice to the Contract Officer.
- e. **Noncompliance.** In the event that the insurer cancels any of the coverages specified in this Paragraph for any reason, the Contractor shall obtain replacement coverage acceptable to the Contract Officer within five (5) days. Failure to comply with this requirement shall be grounds for terminating the Contract.
- f. **Payment.** If services are delivered when all insurance requirements are not in effect, set forth in Paragraph 19, Sections a, b, and c, the ASC/AOC may recoup or deny payment to the contractor.

INSURANCE	MINIMUM AMOUNTS		ADDITIONAL INSURED REQUIRED	SEXUAL ABUSE/ MOLESTATION REQUIRED (\$1,000,000)
Commercial General Liability	Each Occurrence	\$1,000,000	x	x (Required in either CGL or PROF)
	Aggregate	\$2,000,000		
Automobile Liability	Combined Single Limit	\$1,000,000	x	
Worker's Compensation and Employer's Liability	Each Accident Policy Limit	\$500,000		
		\$1,000,000		
Professional Liability	Each Claim Annual Limit	\$1,000,000		x (Required in either CGL or PROF)
		\$2,000,000		

20. Disputes

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

21. Confidentiality of Client Information

- a. **Compliance.** The Contractor, its personnel, volunteers, interns and non-employees unless otherwise exempt, shall adhere to all federal, state and local laws regarding confidentiality including, but not limited to the Health Insurance Portability and Accountability Act (HIPAA) Pub. L. No. 1-4-191 (1996) and regulations promulgated there under.
- b. **Prohibition.** The Contractor, its personnel, volunteers and interns shall not divulge information about any client to anyone without a signed release of information by the client and the client's parent, guardian, or designated representative or court order, except to the ASC/AOC, the referring Superior Court, 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 record containing client information requires a release authorization form. 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 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 including, but not limited to, 45 CFR 164.508. Unless the entity is otherwise exempt, disclosures must be accounted for under CFR 164.528.
- d. **Record Dissemination.** Except for the persons identified in Subparagraph b, the Contractor shall refer persons requesting records of written documentation contain client information relating to this Contract to the probation department. The Contractor shall maintain release authorization forms to track the dissemination of information in each client's record, except for the release of record to the ASC/AOC, or the probation department. The process for dissemination of record is listed below and varies by record type.
- i. Court records are defined as records obtained through the ASC/AOC, or the referring juvenile or adult Superior Court shall be considered court record and are only authorized for release to a third party through court order. Contractor shall refer persons requesting client court records to the referring probation department.
- ii. Internal records are defined as records originated by the Contractor in the delivery of service under this Contract and are only authorized for release to a third party through the release authorization as defined in Subparagraph c. Court records obtained are not considered internal records and are only authorized for release as defined in this Subparagraph.
- 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 this Paragraph, Paragraph 14 of these Standard Terms and Conditions, rules, policies and any applicable statutes. The Contractor shall conduct and document an annual review of all written policies and changes incorporated therein as a result of responses to monitoring reports, quality assurance checks and/or performance improvement plans. At a minimum, they shall address the compilation, locked storage, dissemination, retention and disposal of client records and information, and incident reporting. Except as

authorized by the Contract, the policies, procedures, and controls shall assure that no information contained in the Contractor's records or obtained from designated authorities or others is used or disclosed by the Contractor's agents, officers, or personnel; its volunteers or interns; or by non-employees.

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

26. General Provisions

- a. **Applicable Law.** The laws and rules of the State shall govern the rights of the parties, the performance of this Contract and any disputes under it. Any action relating to this Contract shall be brought in an Arizona Superior Court. Any changes in the applicable laws and rules during the term of this Contract shall apply without amendment of this Contract.
- b. **Unenforceability of Provisions.** If any provision of this Contract is held invalid or unenforceable, the remaining provisions shall continue to be valid and enforceable to the full extent permitted by law.
- c. **Insurance.** The Contractor shall comply with all laws regarding unemployment insurance, disability insurance, and workers' compensation.
- d. **Independent Contractor Status.** The Contractor is an independent contractor in the performance of work and the provision of services under this Contract, and is not to be considered an officer, employee, or agent of the State, or of the ASC/AOC.
- e. **Non-waiver.** The Contract Officer's acceptance of performance which does not strictly comply with a requirement of this Contract shall not constitute a waiver of the right to enforce strict compliance of the requirement in the future.
- f. **Certification against Contingent Fees.** The Contractor certifies that no individual or agent has been employed or retained to solicit or secure this Contract for a commission, percentage, brokerage or contingent fee, except a bona fide employee maintained by Contractor to secure business.

27. Fingerprinting and Affidavits

- a. **Fingerprinting and Affidavit Requirements.** Contractor's personnel which includes, non-employees, volunteers, and interns who provide or may provide direct services to clients under this contract shall prior to being allowed to work with clients:
 - i. Be fingerprinted as required by this Subparagraph and A.R.S. § 8-322-G. A contract entered into between the Arizona Supreme Court or the County Attorney and any contract provider to provide services pursuant to section A.R.S. § 8-321 shall adhere to the requirements of this Subparagraph. The Contractor shall ensure **within seven (7) working days of employment,**

as a condition of employment, personnel who are employed by any contract provider, whether paid or not, and who are required or allowed to provide services directly to clients shall have a valid fingerprint clearance card issued pursuant to Title 41, Chapter 12, Article 3.1 or shall apply for a fingerprint clearance card; and

ii. Certify criminal offense history on a notarized AOC Criminal History Affidavit Form **within seven (7) working days of employment** pursuant to:

A. A.R.S. § 8-322-L. Personnel who are employed by any contract provider, whether paid or not, and who are required or allowed to provide services directly to juveniles shall certify on a criminal history affidavit form whether they are awaiting trial on or have been convicted of any of the criminal offenses pursuant to Section 41-1758.03, Subsections B and C in this state or another state or jurisdiction.

B. A.R.S. § 8-322-M. Personnel who are employed by any contract provider, whether paid or not, and who are required or allowed to provide services directly to juveniles shall certify on a criminal history affidavit form whether they have ever committed any act of sexual abuse of a child, including sexual exploitation and commercial sexual exploitation, or any act of child abuse or is registered as a sex offender.

b. **Fingerprinting and Affidavit Process.** In order to comply with the fingerprinting and affidavit requirement, the Contractor shall perform the following **within seven (7) working days of employment** for all personnel:

i. **If personnel have a fingerprint clearance card the following must occur:**

A. Prior to being allowed to work with clients, obtain personnel's fingerprint clearance card and contact DPS to verify the validity of the fingerprint clearance card. This verification process must be documented in the personnel file and a copy of the fingerprint clearance card must be maintained in the personnel file.

B. Prior to being allowed to work with clients, personnel must complete an AOC criminal history affidavit form, which must be signed and notarized. The affidavit can be obtained from the AOC and must be maintained in the personnel file.

ii. **If personnel do not have a fingerprint clearance card the following must occur:**

A. Prior to being allowed to work with clients, personnel must complete an AOC criminal history affidavit form, which must be

signed and notarized. The affidavit can be obtained from the AOC and must be maintained in the personnel file.

- B. Within seven (7) working days of employment, personnel must complete **AND** submit a fingerprint clearance application to DPS. A copy of the application, including the fingerprint ink card must be maintained in the personnel file. Once the person receives the fingerprint clearance card, a copy of the card must be maintained in the personnel file.
 - C. The Contractor shall contact DPS to check on the status of pending fingerprint clearance card applications as outlined in subsection c of this paragraph. All status checks must be documented in the personnel file.
- c. **Status Checks.** The contractor must check the status of the application with DPS for a fingerprint clearance card at 30 days after submission and every 7 days thereafter until the employee presents either a valid fingerprint clearance card, a denial from the DPS, or is advised by DPS that the application has been completed. If the information from DPS indicates the application has been completed, the employee must immediately present a fingerprint clearance card or be suspended from performing services under this contract until the clearance card is presented. If the employee has been denied a fingerprint clearance card, but is eligible to apply for a Good Cause exception, the employer may proceed according to A.R.S. § 8-322K unless advised differently by the Board of Fingerprinting. The Contractor must document status checks in employee files.
- d. **Volunteers and Interns.** Volunteers and interns who provide services to clients under the direct visual supervision of the contractor are exempt from the fingerprinting requirements as described in Subparagraph a-i, but shall comply with the affidavit requirements, of Subparagraph a-ii. Volunteers and interns who are not provided direct visual supervision by the contractor must comply with fingerprinting requirements as described in Subparagraph a-i.
- e. **Record Keeping.** The contractor shall maintain a copy of the record of fingerprinting and an original of the notarized criminal history affidavit form in a file described in Paragraph 43 and 44 of these standard terms and conditions. The contractor shall make the file available for inspection on request. The original fingerprint clearance card is the personal property of the individual whose name appears on the card.
- f. **Termination.** The Contract may be terminated immediately pursuant to:
- i. **A.R.S. § 8-322-I.** The contract may be terminated immediately if a person certifies that pursuant to A.R.S. § 8-322-L or 8-322- M that the person is awaiting trial or has been convicted of any of the offenses listed in A.R.S. § 8-322-L or 8-322-M in this state or of acts committed in another state that would be offenses in this state or if the person does not possess or is denied issuance of a valid fingerprint clearance card.

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

28. Group Homes

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

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

- C. Require the corrective action plan to be implemented within ninety (90) days.
 - ix. If a licensing deficiency is not corrected in a timely manner to the satisfaction of the licensing authority, the ASC/AOC may cancel the contract immediately on notice to the group home and may remove the residents.
 - b. When a licensing authority has determined that a license violation has occurred or is occurring, the Contractor shall notify the ASC/AOC within fourteen (14) calendar days upon notice of a licensing violation. If an emergency license suspension occurs, written notification to the ASC/AOC is required within twenty-four (24) hours.
 - c. A group home's record of contract violations and licensing violations may be considered by any contracting authority when it evaluates any requests for proposals.

SECTION III - CLIENT RIGHTS

29. Client Rights

- a. **Posting and Documentation.** The Contractor shall post a list of client rights in a conspicuous area accessible to all clients pursuant to A.R.S. § 36-504-A in both English and Spanish. The Contractor shall document the client's receipt of his/her client rights in the client file. At a minimum, the Contractor shall have a written acknowledgement signed by the client confirming receipt of a copy, verbal explanation and his/her 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 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.
 - iv. 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;
 - v. To submit grievances to agency staff members and complaints to outside entries and other individuals without constraint or retaliation;
 - vi. To have grievances considered by a contractor in a fair, timely and impartial manner;

- vii. To seek, speak to, and be assisted by a legal counsel of the client's choice at the client's expense;
 - viii. To receive assistance from a family member, designated representative, or other individual in understanding, protecting, or exercising the client's rights;
 - ix. 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;
 - x. To privacy in treatment, including the right not to be fingerprinted, photographed, or recorded without consent except:
 - A. For photographing for identification and administrative purpose as provided by A.R.S. Title 36-507 (2).
 - B. For video recordings used for security purposes that are maintained only on a temporary basis.
 - xi. 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;
 - xii. A general consent form for services shall be signed by the parent/guardian and is advisable in addition to the treatment by court order. This form would be obtained during the intake process prior to the provision of services;
 - xiii. Informed consent is recommended by providing a verbal explanation of the client's condition and proposed treatment including the intended outcome, the nature of the proposed treatment, any procedures involved in the proposed treatment, and any alternatives to the proposed treatment;
 - xiv. To be free from abuse, neglect, exploitation, coercion, and manipulation;
 - xv. 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 plan;
 - xvi. To participate or refuse to participate in religious activities; and
 - xvii. To refuse to acknowledge gratitude to the contractor through written statements, other media, or speaking engagements at public gatherings.
- c. **Telephone Numbers.** The Contractor shall post, in a waiting or public access area and at the telephone available for client use, the local telephone number or hotline number of the Arizona Department of Economic Services, Office of Child Protective Services, and emergency numbers.

30. Privacy

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

31. Work for Clients

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

32. Clothing

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

SECTION IV - GENERAL CONTRACTOR REQUIREMENTS

33. General Requirements

- a. **Qualified Staff.** The Contractor shall be staffed to meet the acuity of the client with qualified personnel to provide the quantity and type of services set forth in the Contractor's Application. The Contractor's personnel qualifications shall meet the requirements of this Contract and be commensurate with the level of care required by clients and the client admission and discharge criteria of the Contractor.
- b. **CPR.** There shall be a minimum of one (1) person with current certification in first aid training and one (1) person with current cardiopulmonary resuscitation certification from a program approved by the American Heart Association, the American Red Cross or the OBHL of the Arizona Department of Health Services on the premises at all times when the Contractor is open and clients are present, or when the Contractor is providing general transportation or for staff-supervised group outings. One person may meet both certification requirements. This requirement does not apply to staff providing in-home services, mentoring services outside of a facility or big brother/big sister programs.
- 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 planning, staffing and discharge planning, client file documentation and 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.

34. Personnel Policies and Organization Chart

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

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

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

SECTION V - MINIMUM PERSONNEL QUALIFICATIONS TO PROVIDE SERVICES TO CLIENTS

35. Assessment, Treatment/Service Planning and Counseling Services

Assessment, treatment/service planning, group, family or individual counseling shall be conducted only by a psychiatrist, a psychologist, or a professional with a minimum of a Master's degree in a human services specialty who is licensed to practice independently as required in Paragraph 36.

36. Qualifications to Provide Assessment, Treatment/Service Planning and Counseling Services

a. **Generally.** Any person who provides the professional services specified in Paragraph 35 and 36 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. **Exemptions.**
- i. A behavioral health technician or behavioral health paraprofessional who holds a Master's degree in a human service related specialty and is employed by an agency licensed by the Department of Health is exempt from the licensure requirements of this Paragraph.
 - ii. A Master's degree clinician who possesses a temporary license is exempt from the ASC/AOC standard to be licensed to practice independently. The clinician must receive supervision by a person meeting the requirements of this Paragraph, section a-i, a-ii, a-iii A, B, C, or D. Supervision must occur contemporaneously and be delivered no less than one hour for every ten hours of direct professional services delivered to clients referred under this Contract and documented according to Paragraph 40, Subparagraph c.
 - iii. These exemptions from licensure only apply to services rendered under this contract and should not be construed as a general permission or exemption from the requirements of the BBHE.
- c. **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, or must meet the exemptions of Paragraph 36, Subparagraph b.
- d. **Nurse Practitioners.** Nurse practitioners providing the services specified in Paragraph 35 of these Standard Terms and Conditions shall be at least twenty-one (21) years of age, hold a Master's degree in a human services specialty, and licensed by the Arizona Board of Nursing pursuant to A.R.S. Title 32, Chapter 15.
- e. **Physician Assistants.** Physician assistants providing the services specified in Paragraph 35 of these Standard Terms and Conditions shall be at least twenty-one (21) years of age, hold a Master's degree, and licensed by the Arizona Board of Medical Examiners pursuant to A.R.S. Title 32, Chapter 25.
- f. **Registered Nurses.** Registered nurses providing the services specified in Paragraph 35 of these Standard Terms and Conditions shall be at least twenty-one (21) years of age, hold a Master's degree, and licensed by the Arizona Board of Nursing pursuant to A.R.S. Title 32, Chapter 15 and shall have one (1) year of work experience in a behavioral health field.
- g. **Failure to Use Qualified Personnel or Non-employees.** If the Contractor provides services through personnel or non-employees 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.

37. Waiver to Degree and/or Licensure Requirements

- a. **Generally.** The Contractor may apply to the Contract Officer for a waiver of the degree and/or licensing requirement of Paragraph 36, for personnel to conduct assessment, treatment/service planning and counseling, or Paragraph 39, Subparagraph a, for personnel to conduct supervision of direct care staff. Services shall not be performed until a waiver has been issued.
- b. **Petition for Waiver.** The following documentation must accompany a waiver petition:
 - i. A completed waiver application which may be obtained online via the Juvenile Justice Services Division website located at (www.supreme.state.az.us/jjsd) under the Juvenile Treatment Services link. Applications must be accompanied with necessary supporting documentation as noted in the application.
 - ii. Please be advised each agency applying for waiver consideration must provide detailed information throughout the application concerning the areas noted below as it relates to the individual for whom a waiver may be considered.
 - A. Documentation of the status to obtain independent licensure and/or degree. Vendors must submit documentation of school transcript(s) and/or diploma and copy of licensing/certification.
 - B. Documentation of the individual's clinical education, **relevant** experience, and training, including a current resume. Special attention should be focused on providing a current job description which supports the scope of services identified in the request.
 - C. The identification of the supervising professional, his/her credentials, and the submission of a plan outlining the method to ensure supervision requirements are being met and documented.
 - D. Any other material relevant to the request.
- c. **Supervision Requirements for Waivered Staff.** The Contractor must comply with the supervision requirements as outlined in Paragraph 40 of this Contract.
- d. **Other Requirements for Waivered Staff.** The ASC/AOC reserves the right to amend the requirements or request additional training or education for personnel who have received a waiver as necessary to ensure quality service.
- e. **Payment of Service.** Services delivered by a person who does not meet the standards under this contract and who has not received prior written authorization through the waiver process may be denied payment for services rendered or payments may be recouped by the ASC/AOC.

- f. **Waiver Expiration.** Waivers granted are for a maximum period of five (5) years. The Contractor must maintain a copy of the waiver application and ASC/AOC letter of approval in the personnel file. Within ninety (90) days of expiration the Contractor must re-apply for a waiver if the employee has not achieved the necessary degree and/or licensure requirement to perform service for which the waiver was granted.

38. Qualifications and Restrictions For Direct Care Staff

- a. **Minimum Qualifications.** Staff providing direct care services to clients shall be at least eighteen (18) years of age, possess a high school diploma or general education diploma, and have relevant experience and training.
- b. **Restrictions.** The Contractor shall restrict direct care staff to providing only life skills education and training, recreational and social activities, and milieu activities to clients. Direct care staff shall be competent, and have the experience and training necessary, to provide the services assigned. The Contractor shall document competency, experience, and training of staff, as outlined in Paragraph 42 and 43 of this Contract, within thirty (30) days of hire, and before allowing staff to work with clients without continuous direct visual supervision.
- c. **Failure to Use Qualified Personnel or Non-employees.** If the Contractor provides services through personnel or non-employees 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

SECTION VI - SUPERVISION

39. Supervision of Direct Care Staff

- a. **Supervision.** The Contractor shall supervise, individually or in a group, the experiences and interactions of each personnel, unless independently licensed, providing direct care services to clients. Supervision shall be a minimum of two (2) hours per month by a person who is at least:
 - i. The holder of a bachelor's degree in a field of study related to human services granted by an accredited college or university with a minimum of three (3) years work experience relevant to the person's area of supervision;
 - ii. The holder of a master's degree in a field related to human services granted by an accredited university with a minimum of two (2) years work experience relevant to the person's area of supervision;
 - iii. The holder of a doctorate in a field of study related to human services from an accredited university with a minimum of one (1) year of work experience relevant to the person's area of supervision; or
 - iv. A registered nurse who has a minimum of one (1) year of work experience in a behavioral health setting.

- b. **Documentation.** The Contractor shall document and retain in the appropriate file, that each of the personnel described in Subparagraph a. has received the supervision described in the Subparagraph. The supervision shall be contemporaneous and the documentation shall 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. A description 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;
 - vii. Identification of staff training needs and recommendations made by the supervisor to enhance job performance.

- c. **Part-Time Staff.** Staff who work twenty (20) hours per week or less in a direct care position shall be supervised at least one hour per month. Weekly hours may not be aggregated to a monthly total for purposes of reducing supervision requirements.

40. Supervision of Waivered Staff

- a. **Professional Staff Requirements.** The Contractor shall ensure that personnel who are granted a waiver under Paragraph 37 or who meet the BBHE licensing exemption in Paragraph 36 Subparagraph b of these Standard Terms and Conditions, and who provide professional services to clients, referred under the terms of this contract, receive at least one (1) hour of clinical supervision for every ten (10) hours of professional service delivery by a person listed in Paragraph 36 Subparagraphs a-i through a-iii, and be in accordance with his/her licensure requirements to provide supervision. Additional requirements may be imposed on the Contractor for waivered staff.
- b. **Direct Care Staff Requirements.** The Contractor shall ensure that personnel, who are granted a waiver to provide direct care supervision as described in Paragraph 39 of these Standard Terms and Conditions, must receive at least two (2) hours per month of supervision by a person listed in Paragraphs 39 Subparagraphs a- i through a-iv. Additional requirements may be imposed on the Contractor for waivered staff.
- c. **Documentation.** The Contractor shall document, and retain in the appropriate file, that each of the personnel described in Subparagraph a and b has received the supervision described in this Paragraph. The supervision shall be contemporaneous and the documentation shall include:
 - i. The date of the supervision;
 - ii. The name, signature, date and professional credential or job title of the supervisor;
 - iii. The name, signature, date and professional credential or job title of the person receiving the supervision;
 - iv. The duration of the supervision session;
 - v. A description 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;
 - vii. Identification of staff training needs and recommendations made by the supervisor to enhance job performance.

41. Key Personnel

- a. The contractor must notify the ASC/AOC within seven (7) calendar days of any change in personnel who provide professional services and/or has oversight responsibility of direct services, and /or who are identified in the Application.

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

- i. Retirement;
 - ii. Dismissal;
 - iii. Resignation;
 - iv. Vacation for more than two weeks at a time;
 - v. Sick or medical leave which extends beyond a two week period;
 - vi. Family leave;
 - vii. Suspension; and/or
 - viii. Administrative leave.
- b. The contractor must identify the plan of action which addresses the vacancy of the key personnel position being vacated to the satisfaction of the ASC/AOC. The plan must be submitted to the ASC/AOC prior to the position being vacated when the contractor has at least a seven (7) calendar day notice of the position vacancy date. For those times when the contractor does not have adequate notice of an upcoming key personnel position vacancy, the contractor must submit its plan of action to the ASC/AOC within seven (7) calendar days of the position being vacated.

SECTION VII – ORIENTATION, ANNUAL TRAINING AND COMPETENCY DETERMINATION REQUIREMENTS

42. Orientation, Annual Training and Competency Determination

- a. **General Requirement.** The Contractor and its personnel shall annually complete the training required to maintain good standing with all professional and/or agency licenses.
- b. **Plan.** The Contractor shall establish a plan to provide initial orientation and ongoing training for personnel 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.** All personnel shall attend an initial orientation within the first week on the job site. Time spent in orientation must be clearly documented in the personnel record and shall include:
 - i. Review of the policies and procedures, including incident reporting and personnel policies in compliance with the ASC/AOC contract;
 - ii. Client rights;
 - iii. Protection of client privacy and confidentiality;
 - iv. Program rules;
 - v. Fire, safety and emergency procedures;
 - vi. If applicable, basic infection control techniques, including hand washing, prevention of communicable diseases, and linen handling;
 - vii. Ethical and professional conduct; and
 - viii. The client record keeping requirements set forth in Section XII of these Standard Terms and Conditions.
- d. **Training Requirements.** For each person not independently licensed who provides direct services to clients, the Contractor shall provide, or ensure that each person participates in, a minimum of forty-eight (48) hours of continuing education or in-service training for the first year of employment in the position. The Contractor shall credit time spent in orientation toward a person's first year of in-service hours. After the first year of employment, the Contractor shall ensure that each person obtains a minimum of twenty-four (24) hours of continuing education or in-service training annually. All training must be relevant to the staff's job.

- e. **Competency Determination and Documentation.** Except for personnel independently licensed, within thirty (30) days of hire and before permitting personnel, interns and volunteers to work alone with clients without direct visual supervision, the Contractor shall determine competency (verbal, visual observation, written test, or other means) of direct service staff to include the areas identified below, and retain the documentation of those determinations 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.

Areas v, vi and vii are applicable only to out-of-home, alternative centers and day programs.

SECTION VIII – PERSONNEL AND RELATED FILES

43. Personnel Files

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

- xi. If applicable, documentation of physical exam and TB testing with results; and
- xii. Documentation of communication with DPS to confirm the validity of fingerprint clearance card or the status of the fingerprint application.

44. Files on Volunteers and Interns

- a. **File Contents.** The Contractor shall maintain files on volunteers and interns who provide direct services to clients. The files shall demonstrate compliance with the requirements of these Standard Terms and Conditions, and shall include the following:
 - i. The person's name, birth date, address, social security and phone numbers;
 - ii. Documentation that the person meets the qualifications specified in this Contract to provide assigned services, including a record of dates and locations of work experience, education, and training;
 - iii. Documentation of compliance with the fingerprinting requirements as specified in Paragraph 27d of these Standard Terms and Conditions;
 - iv. Documentation of any disciplinary actions taken against the person;
 - v. Documentation of orientation, training and supervision, as applicable; and
 - vi. Documentation of cardiopulmonary resuscitation and first aid certification, as applicable.

SECTION IX - CLIENT ADMISSION AND DISCHARGE CRITERIA

45. Admission and Discharge Requirements

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

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

SECTION X - CLIENT ASSESSMENT

46. Assessment

- a. **Generally.** Except as provided in Subparagraphs b and c, the Contractor shall conduct an assessment and enter it in writing into a client's record within five (5) working days of the client's admission to the program. A psychiatrist, psychologist, or other behavioral health professional as identified in Paragraph 36 of these Standard Terms and Conditions shall conduct the assessment. A staff who has a waiver to conduct professional services may conduct the assessment under the supervision of staff qualified as outlined in Paragraph 40 of these Standard Terms and Conditions. The assessment, and the written record of it, shall include the following:
- i. Date the assessment was conducted;
 - ii. Presenting issues;
 - iii. Social history;
 - iv. Medical history with documentation of known allergies, required special diets, and current and past medications;
 - v. Educational and vocational history;
 - vi. Substance abuse history, if applicable;
 - vii. Legal status assessment and history;
 - viii. Current services the client and family are receiving;
 - ix. Client and family's history of past treatment and hospitalization for behavioral health and/or substance abuse issues;
 - x. Information obtained from the interview with the client, his or her parent or guardian;
 - xi. Recommendations for further assessment and treatment as appropriate prior to finalization of treatment plan; and if applicable the need for additional evaluation and diagnosis as specified in Paragraph 47 of these Standard Terms and Conditions; and
 - xii. Dated signature and credentials of person completing the assessment.

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

47. Additional Evaluation and Diagnosis

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

SECTION XI – CLIENT TREATMENT OR SERVICES PLANNING

48. Creating a Treatment or Service Plan

- a. **Requirement.** The Contractor shall prepare a written treatment or service plan for each client based on the Contractor's assessment and evaluation conducted under Paragraph 46 and, if applicable, Paragraph 47 of these Standard Terms and Conditions. A psychiatrist, psychologist, or other behavioral health professional identified in Paragraph 36 of these Standard Terms and Conditions shall prepare an individualized treatment or service plan for clients referred under this Contract. Waivered personnel may prepare the plan under the supervision of staff qualified as outlined in Paragraph 40 of these Standard Terms and Conditions. The plan shall identify the person who wrote the plan and his/her credentials, and contain those person's legible signature(s) and is consistent with the findings.
- 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 treatment/service plans for the programs and within the time lines specified below, with the exception of services that have a different requirement outlined in the service specification:
 - i. For outpatient services, five (5) business days after completion of the assessment or upon admission to the program;
 - ii. For residential services, thirty (30) business days after completion of the assessment or upon admission to the program; and
- 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.

49. Contents of the Plan

- a. **Generally.** The individualized treatment/service plan(s) shall, at a minimum, contain the following:
 - i. The date the treatment/service plan was developed;
 - ii. Delinquency risk;
 - 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. Identification of referrals for parent/family services; and
 - vii. Discharge planning.
- b. **Treatment methods.** The methods used in service delivery and individualized treatment plan development shall be an accepted practice among the behavioral health field and demonstrate service capabilities which are appropriate to meet the client's needs, reduce delinquency risk and address responsivity factors such as age, gender and development.
- c. **Implementation.** Services provided to the client shall be directed toward carrying out the treatment plan and verified by documentation through progress notes, attendance records, pre and post-tests, and performance indicators.
- d. **Discharge Planning.** As part of the treatment plan or as an independent document developed by the Contractor, discharge and/or transitional preparation shall be developed and document the progress made towards transition and/or discharge of the client. This plan shall include but is not limited to:
 - i. Success with goal achievement and the ability to transfer skills to other environments;
 - ii. Reassessment of current goals and/or motivation if there is a lack of progress documented;
 - iii. Strengths of the child and/or family;
 - iv. Barriers to transition and/or discharge;
 - v. Consideration of any additional or continued services to ensure continuity of care;

- vi. Identification of supports available to client and/or family in the community;
 - vii. Reassessment of current goals if there is a lack of progress; and
 - viii. Plans and/or preparations for a client's transition and/or discharge.
- e. **Plan Review and Update.** The Contractor shall ensure that the treatment plan is reviewed and updated by qualified personnel as identified in Paragraph 36 and 37 of these Standard Terms and Conditions, at a minimum, when measurable objectives are accomplished, when additional client deficits which need intervention are identified, or at least every ninety (90) days from the initial date of the treatment plan. The review and update shall comply with the requirements of Paragraph 48-e of these Standard Terms and Conditions. The written review shall indicate:
- i. Methods or services contained in the treatment plan which the Contractor did not provide;
 - ii. Progress toward the measurable objectives;
 - iii. Issues which impeded treatment progress and whether such issues were client-based or agency-based; and
 - iv. Decisions to continue or modify the treatment plan or to discontinue services.

SECTION XII - REQUIREMENTS FOR CLIENT RECORD KEEPING

50. Confidentiality and Content of Client Records

a. **Confidentiality.** Client information, including client records, shall be kept confidential pursuant to the requirements of Paragraph 21 of these Standard Terms and Conditions.

b. **Minimum Contents.** At a minimum, the record for each client shall include:

i. An Informed Consent to Receive Services 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. This requirement is not applicable to delinquency prevention programs, unless the program is graphic in nature;

Note: The parent/guardian signature on the SAF does not constitute consent to receive services.

ii. A face sheet, which shall include name, address, telephone number, date of birth, person to notify in case of emergency, client's legal status, referral source, probation officer, attending or personal physician, and the admission date. All information on the face sheet shall be updated as necessary in order to keep the information accurate and timely;

iii. Client assessments and evaluations as specified in Paragraphs 46 and 47 of these Standard Terms and Conditions;

iv. Documentation of clients' receipt of program rules and disciplinary policies;

v. Copies of any consultation reports or evaluations conducted by other agencies, professionals or physicians which resulted in admission to the Contractor or are relevant to treatment and services to be provided by the Contractor;

vi. Referral form and summary, if applicable, including the reason for referral, presenting problem and medications and dosage at the time of referral;

vii. A treatment plan as specified in Paragraphs 48 and 49 of these Standard Terms and Conditions;

viii. A notice of treatment planning as specified in Paragraph 48-d of these Standard Terms and Conditions;

- ix. Documentation of any changes or revisions made to the treatment plan as specified in Paragraph 49-d and e of these Standard Terms and Conditions;
- x. Progress notes, which are signed and dated by the staff providing the services, must be written on the day of the event for all services other than weekly milieu notes. Documentation of the services provided to the client and family in accordance with the treatment/service plan, duration of service, level of family involvement and the progress made toward goals and measurable objectives. This includes weekly milieu notes, at a minimum, documenting client behavior, participation, significant events or other items of note. Amended progress notes shall have the date, name, and signature of the person amending the note and the reason for the amendment. Group progress notes shall be individualized to each client attending group;
- xi. Progress reports required by Paragraph 61-b of these Standard Terms and Conditions;
- xii. Evaluation reports required by Paragraph 61-c of these Standard Terms and Conditions;
- xiii. Fully-documented incident reports as required by Paragraph 62 of these Standard Terms and Conditions, psychiatric emergencies, and client grievances;
- xiv. A record of written, signed and dated physician's orders, and verbal orders given by telephone with documentation that such orders were reviewed and signed by the physician in accordance with the Contractor's policies. Such orders include but are not limited to, prescription medications, over-the-counter medications, PRN medications, restraints and seclusions;
- xv. A record of all medications and dosages administered by licensed medical staff of the Contractor, and any medication self-administered by the client but monitored by Contractor staff under Paragraph 53-b of these Standard Terms and Conditions;
- xvi. Notations of communications pertinent to the client's well-being or treatment;
- xvii. The discharge summary required by Paragraph 61-d of these Standard Terms and Conditions;
- xviii. Client consent to release client information, required by Paragraph 21-b and c of these Standard Terms and Conditions, and for photographs, required by Paragraph 30-d. of these Standard Terms and Conditions;

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

51. Client Record Maintenance

- a. **Maintenance.** The Contractor shall maintain original versions, not photocopies, of client records in a locked storage location as follows:
 - i. Closed files available on request for inspection by the Contract Officer or probation personnel or adult probation personnel;
 - ii. Open files, readily available on request and in a form which permits them to be brought to a central location for inspection;
 - iii. Up-to-date entries, without error, and legible; and
 - iv. Notations and progress notes written in ink, typewritten or computer printed records, and signed with original signatures.
- b. **Relevant Information.** Client records shall contain information relating only to the individual client's course of care and treatment. The Contractor shall not record the behavior, comments, or actions of any other client who is receiving services in another client's record, except for such information that directly affects the care and treatment of the client.
- c. **File Management.** The Contractor shall have a system of identifying, organizing, and filing of client records, hardcopy and if applicable electronically, to ensure information is maintained properly and for rapid location and retrieval at all times.
- d. **Access.** The Contract Officer shall have the right to inspect, review and copy client records for the purposes of administering this Contract, or other state or federal laws or regulations, as authorized in Paragraphs 12, 14, 15 and 16 of these Standard Terms and Conditions. Additionally, the staff of the probation department shall have the right to examine, review and copy client records for the purpose of probation enforcement.

- e. **Retention.** The Contractor shall retain complete client records, both hardcopy and electronic, according to Paragraph 14 of these Standard Terms and Conditions.
- f. **Disposal.** The Contractor shall dispose of client records, and any other records that contain client information, according to Paragraphs 14 and 21 of these Standard Terms and Conditions.
- g. **Personal Clothing Allowance.** For Contractors receiving personal and clothing money from the ASC/AOC, the Contractor shall record by individual client the dissemination of all personal and clothing allowance. The Contractor shall retain receipts for review upon request. The Contractor shall also comply with the requirements for the distribution of Personal and Clothing allowances as outlined in the Invoice and Billing Manual.

The court agrees to pay \$1.02 clothing allowance and \$.72 per day personal allowance for court youth in placement for a total of \$1.74 per day. Monies are for the personal use of the youth and must be accounted for by the treatment center. The personal allowance should be distributed to the youth in a consistent manner which assists the youth in learning to budget his/her money. Clothing allowances should be disbursed to the youth at the time of shopping opportunities. Unused personal allowances should be disbursed to the youth at the time of discharge. Unused clothing allowances must be returned to the court of placement by use of credit memo or check at the end of the month of discharge.

SECTION XIII - MEDICATION CONTROL

52. General Requirements

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

53. Self-Administration of Medications

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

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

54. Medication Storage Area

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

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

SECTION XIV - GENERAL CLIENT SERVICES REQUIREMENTS

55. General Client Services Requirements

- a. **Release of Client.** Contractor personnel shall not release a client to anyone other than the custodial parent or agency, probation officer, guardian or a person designated by documented authorization from the custodial parent, juvenile Superior Court, agency or guardian. The Contractor shall have a procedure to verify telephone authorizations initiated by the custodial parent or guardian.
- b. **Health and Safety.** Contractor personnel shall not at any time endanger the health or safety of the client under their care.
- c. **Educational and Sports Materials.** If the Contractor is providing day programs or out-of-home treatment, it shall have available educational materials, equipment and toys for all clients receiving services. The Contractor shall provide such items for both indoor and outdoor activities and in a variety of sizes and designs appropriate to the clients' developmental and psychological needs. It shall also provide play materials and sports equipment in amounts that allow every client to be involved in play or recreational activity at any time. The Contractor shall maintain in a usable condition and disinfect as necessary all equipment, toys, and materials.
- d. **Appropriate Behavior Control Methods.** Contractor personnel shall use behavior management methods to teach clients and model acceptable behavior. Clients shall not be allowed to discipline other clients. Contractor methods to promote socially accepted behavior and compliance with Contractor policies and procedures shall not be detrimental to the health, emotional or psychological needs of the client. They shall not be associated with eating, sleeping, or toileting. Contractor personnel shall not humiliate, threaten, belittle or frighten a client, or use corporal punishment, and shall not permit other personnel and/or another client to do so. Inappropriate behavior management practices, as described in this Subparagraph and/or prohibited in the Contractor's policies and procedures, must be reported, in writing, to the ASC/AOC with forty-eight (48) hours (excluding weekends and holidays) of the Contractor becoming aware of the incident.
- e. **Use of Translators.** The Contractor shall not use the client's family members or peers to translate languages to English. Only qualified interpreters and/or bilingual professional personnel must be utilized to provide services to monolingual clients and families.
- f. **Family Involvement.** All efforts to encourage and support families to be actively and meaningfully involved in aspects of care must be documented. Family involvement should be considered throughout the course of services, but at a minimum, during the assessment process, the identification and prioritization of treatment goals, the review of on-going care and the planning for discharge and aftercare services

SECTION XV - FOOD SERVICES

56. Food Services

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

SECTION XVI - TRANSPORTATION OF CLIENTS

57. General Transportation Requirements

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

- d. **Transport Insurance Requirements.** The Contractor shall comply with the insurance requirements specified in Paragraphs 18 and 19 of these Standard Terms and Conditions. The Contractor shall keep proof of insurance at its facility and in every vehicle used to transport clients.
- e. **Transport Safety Requirements.** For general transportation or transportation for outings, the Contractor shall ensure that the following procedures are complied with:
 - i. The driver of any vehicle transporting clients shall not wear headphones or earphones;
 - ii. Vehicle doors shall remain locked at all times when the vehicle is in motion;
 - iii. The vehicle driver shall remove the keys from the vehicle and set the emergency brake before exiting the vehicle;
 - iv. A client shall not be left unattended in a vehicle; and
 - v. The Contractor shall provide a safe vehicle loading and unloading area away from moving traffic and hazardous obstructions.
- f. **Notification.** The Contractor shall notify the Contract Officer, according to the incident reporting requirements specified in Paragraph 62 of these Standard Terms and Conditions, of any traffic accident involving any client being transported by the Contractor, its transport contractor or Contractor personnel, volunteers, or interns utilizing personal vehicles.
- g. **Emergency Information.** Emergency information shall be available in the transport vehicle for every client being transported, which shall include, information regarding each client's medication requirements and any adverse reactions which may be anticipated to occur as a result of the weather, client anxiety, delay in administration of medications or other reasons.

58. Transportation For Day Programs

- a. For day programs, the Contractor shall provide transportation to and from programs in Contractor-operated vehicles or by public transportation if not contraindicated by client's treatment plan. The Contractor may not transport clients to any address other than that specified in Paragraph 50-b-ii of these Standard Terms and Conditions without written permission from a parent or guardian. The Contractor may not leave clients at their house if no one is home unless the client is of a suitable age. Additionally, the Contractor may not leave clients of a suitable age if no one is home if the home is locked and the client does not possess a key.

- b. **Emergency Information.** Emergency information shall be available in the transport vehicle for every client being transported, which shall include, information regarding each client's medication requirements and any adverse reactions which may be anticipated to occur as a result of the weather, client anxiety, delay in administration of medications or other reasons.

59. Transportation For Out-of-Home Programs

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

60. Outings

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

SECTION XVII - MANDATORY REPORTING REQUIREMENTS

61. Reporting Generally

- a. **Contract Deliverables.** The Contractor shall supply all reports specified in the Contract, 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. Documentation of method and date report is sent must be readily available for review.
 - i. The progress report shall include, at a minimum:
 - A. Services provided;
 - B. The client's and family's response and progress in services;
 - C. Plan for engagement strategies if the client and/or family is not involved;
 - D. Primary issues addressed;
 - E. Prognosis for continuing service;
 - F. Client's anticipated discharge date and plan;
 - G. Date of report; and
 - H. Signature and credentials of personnel completing the report.
 - ii. For Psychiatric Acute Care services, a progress report is required to be delivered to the court 5 days prior to the Court hearing and must meet the requirements of A.R.S. 8 - 272 (K) which include:
 - A. The nature of the treatment provided, including any medications and the client's current diagnosis;
 - B. The client's need for continued inpatient psychiatric acute care services, including the estimated length of the services;
 - C. A projected discharge date;

- D. The level of care required by the client and the potential placement options that are available to the child on discharge; and
 - E. A statement from the medical director of the inpatient psychiatric acute care facility or the medical director's designee as to whether inpatient psychiatric acute care services are necessary to meet the client's mental health needs and whether the facility that is providing the inpatient psychiatric acute care services to the client is the least restrictive available alternative.
- iii. For residential treatment services (ADHS/OBHL licensed level I or Joint Commission or COA accredited facilities) a progress report is due to the court five days prior to the Court hearing and must meet the requirements of A.R.S. § 8- 273 (G) or A.R.S. § 8-341.01 (C) which include:
- A. The nature of the treatment provided, including any medications and the client's current diagnosis;
 - B. The client's need for continued residential treatment services, including the estimated length of the services;
 - C. A projected discharge date.
 - D. The level of care required by the client and the potential placement options that are available to the client on discharge; and
 - E. A statement from the medical director of the residential treatment services facility or the medical director's designee as to whether residential treatment services are necessary to meet the client's mental health needs and whether the facility that is providing the residential treatment services to the client is the least restrictive available alternative.
- c. **Evaluation Report.** 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 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) 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;
 - iii. Length of time services received;
 - iv. Initial issues disclosed during the assessments, evaluation, and diagnosis and those disclosed during treatment and entered into the service plan, which were not resolved;
 - v. Recommendations for continuing treatment;
 - vi. Date of discharge/termination of services;
 - vii. Reason for discharge/termination of services;
 - viii. Referrals made;
 - ix. Date report was prepared;
 - x. Signature and date of report preparer; and
 - xi. For Psychiatric Acute Care Services, the discharge summary must be prepared within fifteen (15) days of the client's discharge and the report filed with the court within twenty (20) days of the client's discharge.
- e. **Diversity Report.** The Contractor shall, by August 15, submit a written report to the Contract Officer which identifies, for the previous fiscal year of service ending June 30, the number of personnel providing direct services to clients under the terms of this contract, their ethnicity and gender, and the number of clients served under the terms of this contract and their ethnicity and gender. The submission of the diversity report is required even if no referrals were received by the contractor in the fiscal year. The report would then contain personnel diversity only.
- f. **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.

62. Incident Reporting

- a. **Reporting Requirements.** The Contractor shall ensure incidents involving clients served under the Contract and other youth as outlined in this Subparagraph are reported according to Paragraph 62-b of these terms and conditions.

- i. ASC/AOC. The Contractor shall report to the ASC/AOC any incident impacting the health, safety and welfare of clients whether or not the incident involved clients served under this Contract. The incident report shall exclude identifying information for youth not funded by the ASC/AOC.
 - ii. Probation Department. The Contractor shall report incidents identified in Paragraph 62-b 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 consider factors, according to Paragraph 62-e, when determining whether reporting an incident to law enforcement is appropriate.
 - iv. Parent/Guardian. The Contractor shall notify the parent or guardian of the incidents set forth in Paragraph 62-b as deemed appropriate.
- b. **Reportable Incidents, Timeframe and Procedure.** The Contractor shall report the following incidents in writing to the referring juvenile or adult probation departments and to the ASC/AOC no later than forty-eight (48) hours (excluding weekend and holidays) after the occurrence of the incident unless otherwise indicated below. Incident reports directed to the ASC/AOC shall be submitted in **written format via fax to 602.452.3809 and/or by telephone to 602.452.3455** as indicated below.
- i. Death of a client or death of a client of any other payer requires telephone notification to the ASC/AOC and probation department within three (3) hours, followed by written notification within forty-eight (48) hours;
 - ii. Any homicidal or suicidal attempt or threat with a plan;
 - iii. Any physical assault (whether or not an injury occurs);
 - iv. Medical treatment as a result of an injury while in a contract service;
 - v. Any emergency room/urgent care visits;
 - vi. Any riots, fires, and/or natural disasters require telephone notification to the ASC/AOC and probation department within three (3) hours, followed by written notification within forty-eight (48) hours;
 - vii. Any sexual behavior (consensual or not), including staff to client, client to client or client to staff;
 - viii. Any emergency safety response (ESR), locked seclusion and/or restraint;

Exception: An ADHS/OBHL licensed facility may provide a monthly report on the 5th day following the end of the reporting month in lieu of reporting within forty-eight (48) hours of each occurrence for ESR and/or restraint without injury. All non-OBHL licensed facilities/programs must report within forty-eight (48) hours;

- ix. Any weapons possession;
 - x. Prescription medication error, missed dosage and/or refusal that exceeds two (2) consecutive days. Note: Refusals must be discussed with the probation officer and documented;
 - xi. Any acts by clients or staff where the contractor involves law enforcement, excluding runaway;
 - xii. Any self harming behavior, with or without injury, and/or self-inflicted injury;
 - xiii. Any reported acts of inappropriate discipline and/or behavior management involving clients by staff;
 - xiv. Runaways require telephone notification to the probation department only within three (3) hours; and
 - xv. Any CPS referral (report to probation department only).
- c. **Incident Report Contents.** All written reports must be legible and be signed by those personnel directly involved in the incident. Supervisory reports are not required, but can be submitted in lieu of the original incident report signed by staff as long as the original incident report remains on file and is available for onsite review. The Contractor shall maintain a file of written incident reports that are available for onsite reviews. All reports must contain at a minimum:
- i. Client's name;
 - ii. Referring probation department;
 - iii. Payer source;
 - iv. Type of incident;
 - v. Date and time of incident;
 - vi. Location of incident;
 - vii. Summary/description of incident;
 - viii. Injuries associated with the incident;
 - ix. Staff involved in the incident;

- x. Agency action;
 - xi. Parties notified (including date and time) of the incident;
 - xii. Dated signature of staff who prepared the report; and
 - xiii. Dated signature of staff who approved the report.
- d. **ASC/AOC Response to Incident Reports or Complaints.** The Contract Officer shall take the following steps upon Contractor notification of an incident in Paragraph 62-b:
- 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.
- e. **Reporting to Law Enforcement.** The Contractor shall consider the following in determining whether reporting an incident to law enforcement is appropriate. The Contractor shall document the determination in the incident report.
- i. Is the safety of a client or other clients involved at risk?
 - ii. Is the safety of the agency at risk?
 - iii. Was the act premeditated or spontaneous? What was the mental status of the client at the time?
 - iv. Was the act part of the client's and/or agency's intervention? (i.e. during a safety response/hold)
 - v. In cases of aggressive acts: Could the situation be considered mutually combative?
 - vi. Does the victim desire to contact the police and press charges?
 - vii. Is the act a felony or misdemeanor?
 - viii. In cases of aggression – is there bodily injury?
 - ix. In cases of property damage – what is the amount/extent of damage?
 - x. Does the agency feel that it is more important and/or therapeutic to deal with the situation in-house, rather than involving police?