

Contract Year July 1, 2021 to June 30, 2024



**STANDARD TERMS &
CONDITIONS FOR
FULL PROCUREMENT**

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

ASC/AOC/JJSD | 1501 W. Washington, Suite 337, Phoenix, AZ 85007

ADVISEMENT TO CONTRACTORS

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

On July 9, 2013, the PREA Resource Center issued a response via Frequently Asked Questions (FAQ) to the following question: "If a facility for youth is not primarily used for youth in the juvenile justice system but rather, social services youth, may the facility be considered either a "juvenile facility" or "community confinement facility" under the standards? The Answer: No. "A facility for juveniles that is not primarily used for the confinement of youth in the juvenile justice system is not covered by the PREA standards."

Both the definition and the response to the FAQ, indicate that the requirement of 28 C.F.R. part 115, specifically 115.212 entitled "Contracting with other Entity's for the Confinement of Residents" requires public entities that contract for the confinement of its residents with private agencies or other entities to "include in any new contract or contract renewal the entity's obligation to adopt and comply with the PREA standards." This requirement is limited to "a facility primarily used for the confinement of juveniles pursuant to the juvenile justice system of criminal justice system.

Based on this information please seek appropriate advice to determine whether your facility is governed by PREA and advise the AOC of your determination. Upon notification of PREA applicability, the Arizona Supreme Court, Administrative Office of the Courts, will advise if and when contract amendments containing PREA language are required for vendors performing out-of-home residential services.

The Department of Justice final PREA standards may be accessed at:

<https://www.prearesourcecenter.org/sites/default/files/content/preafinalstandardstype-juveniles.pdf>

A copy of the "Standards for the Detection, Prevention, Response and Monitoring of Sexual Abuse in Juvenile Facilities" may be accessed at:

<https://www.prearesourcecenter.org/training-technical-assistance/prea-101/juvenile-facility-standards>

Additional information is available at the JJSD Juvenile Treatment website at:

<https://www.azcourts.gov/jjSD/ContractsMonitoring>

Contacts for Questions

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

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Additional information is available at the JJSD website at:

<https://www.azcourts.gov/jjsd/ContractsMonitoring>

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SECTION I – DEFINITIONS FOR TERMS USED IN THE STANDARD TERMS & CONDITIONS AND SERVICE SPECIFICATIONS

1. Definitions for Terms Used in the Standard Terms & Conditions and Service Specifications

“**ACH**” means the Automated Clearing House vendor direct deposit payment system; it is a central distribution and settlement point for clearing the electronic debit and credit transaction between financial institutions.

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

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

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

“**ASC/AOC/JJSD**” means the Arizona Supreme Court/Administrative Office of the Courts/Juvenile Justice Services Division.

“**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 are the basis for award of this Contract.

“**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 & Conditions applicable to the AOC Contract.

“**AZYAS**” means Arizona Youth Assessment System. A risk assessment tool used by the probation department to assess a juvenile’s risk for criminal recidivism and identify domains for addressing service and/or treatment need(s).

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

“**Case Management**” means supportive services provided to enhance treatment compliance and effectiveness. Case management activities include assistance in accessing, maintaining, monitoring and modifying covered services; assistance in finding resources, communication and coordination of care, outreach and follow-up of crisis contacts or missed appointments. Case management is not professional consultation. Case management services are not a billable service under the AOC contract.

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

“Client Records” means all existing documents, papers, records or other material regardless of physical form which contain personal information made or received about the juvenile, including juvenile identifying information, information on the services and treatment provided to the juvenile or other activities regarding the juvenile. Client records are the property of the referring juvenile court and may not be released without a court order (see Paragraph 21 of these AOC Standard Terms & Conditions for more information).

“Clinical Assessment” means the internal bio-psycho-social assessment completed as part of the process to document, collect, and analyze information as it relates to delinquency risk, criminogenic factors, social history, educational/vocational history, legal status/history family functioning, substance use, treatment and behavioral health history in order to determine a DSM 5 diagnosis, the strengths and needs of a client and his/her family. See Paragraph 46-A. of these AOC Standard Terms & Conditions. This assessment is NOT the external Assessment for General Mental Health (Svc Code 123), Sexually Abusive Behavior Assessment (Svc Code 127) or Substance Use Assessment (Svc Code 128) utilized to provide treatment recommendations as a stand-alone service.

“Clinical Oversight” means a collaborative relationship between the supervisor and behavioral health technician (BHT) that may occur face-to-face, via videoconferencing and/or telephonically. It is monitoring the services provided by a BHT to ensure that skills and knowledge related to the provision of contractor’s services, providing guidance to improve a BHT’s skills and knowledge and recommending training for a BHT to improve the BHT’s skills and knowledge related to the provision of the contractor’s services.

“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 formal agreement between the ASC/AOC/JJSD and the Contractor as described in the Contract Form.

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

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

“Contractor” means that person or entity entering into the Contract with the ASC/AOC/JJSD.

“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/JJSD on all matters under this Contract. Only the Contractor’s Authorized Representative may sign contract amendments or other legal documents authorizing changes to the contract and/or services.

“Contractor Orientation” means a mandatory training session requiring the attendance of all Contractors and provided by the AOC that relates to the Contractor’s obligations and

requirements contained in these AOC Standard Terms & Conditions, AOC *Service Specifications*, monitoring procedures, outcome reporting and invoicing for services.

“Co-occurring Disorders” means the presence of more than one and often several of the following disorders that are identified independently of one another and are not a cluster of symptoms resulting from a single disorder: mental illness, mental retardation (intellectual disability), or substance abuse (substance use disorders); brain injury; or developmental disability.

“Co-occurring Services” means individually planned therapeutic treatment that concurrently treats the integrated service needs of individuals who have co-occurring disorders

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

“Criminogenic” means internal and external factors that contribute to criminal behavior and recidivism. Criminogenic risk factors include: antisocial behavior; antisocial personality; antisocial thinking; antisocial peers; dysfunctional family; employment and education; leisure and recreation; and substance abuse.

“Cultural Competency” means demonstrating knowledge-based skills required to provide effective care to juveniles from a particular racial/ethnic group and in cross-cultural situations involving diverse values, beliefs and feelings.

“Current” means up-to-date, extending to the present time.

“Days” means AOC business days unless otherwise indicated.

“DCS” means Department of Child Safety.

“De-escalation” means a method of verbal communication or non-verbal signals and actions, or a combination of signals and actions, that interrupt a client’s behavior crisis and calms the client.

“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 juvenile, that make it more likely the juvenile will criminally re-offend.

“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/JJSD 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 juvenile supervision that are non-therapeutic in nature and provided by a person working directly with juveniles .

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

“Direct Visual Supervision” means to be physically present and available to respond to the needs of the supervisee or the juvenile.

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

“Discharge Plan” means the final document developed with the client and family and/or guardian in preparation for discharge from the program or transition to a different level of care. The final discharge plan identifies recommendations for referrals, additional or continued services to ensure continuity of care, or sustain the changes that have been accomplished in the program. It will also include identification of supports available to the client and family and/or guardian in the community and plans to access those resources.

“Discharge Planning” means a process which begins at the initiation of service, outlining discharge criteria and goals in the initial treatment/service plan. The process continues in a dynamic manner throughout services, with review and revision of the discharge planning occurring during each treatment/service plan review and update. It shall include identification of objectives that a client needs to accomplish in order to be discharged from the program or make a transition to a different level of care. The purpose of on-going discharge planning is to develop guided support for the client and family to promote sustainable change.

“Discharge Report” means the report provided to the probation department following termination of services that summarizes the services provided to the client.

“Documentation” or “documented” means information in written, photographic, electronic, or other permanent form.

“DPS” means the Arizona Department of Public Safety.

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

“Electronic” means relating to technology that has electrical, digital, magnetic, wireless, optical, or electromagnetic capabilities or similar capabilities. (A.R.S. §44-7002.5.)

“Electronic Record” means a record that is created, generated, sent, communicated, received or stored by electronic means. (A.R.S. §44-7002.7.)

“Encrypted” means data security whereby electronic records are converted into an alternate format to prevent unauthorized access.

“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.

“Evidence-based Practice” (as related to juvenile justice interventions) means strategies that have been shown, through current scientific research to lead to a reduction in recidivism.

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

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

“Family Counseling” means therapeutic process based on interaction between a client and the client’s family that involves parents/guardians or other family members working with a therapist/clinician to achieve relative stability of the family unit. It emphasizes the importance of involving the whole family unit opposed to focusing efforts on a single individual.

“Grievance” means a description of a circumstance or action a client believes to be unjust and grounds for a complaint related to their basic rights.

“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 and the ASC/AOC.

“In-county” means providing a service to clients within the county where the Contractor maintains an office location.

“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, with the exception of pre-approved psychometrists.

“Individual Education Plan (IEP)” means a written document that describes educational goals for a particular juvenile, and the services that the juvenile needs to attain those educational goals.

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

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

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

“JSAB” means a juvenile who commits a sexually abusive behavior.

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

“Limited English Proficiency (LEP)” means not speaking English as the primary language and/or having a limited ability to read, speak, write, or understand English. Individuals with LEP are entitled to language assistance with respect to a particular type of service, benefit or encounter.

“Medical Necessity” means the need for treatment services which are necessary to diagnose, treat, cure or prevent regression of significant functional impairments resulting from symptoms of a mental health or substance use disorder diagnosis.

“Medication” means prescribed or over-the-counter drugs or both.

“Medication Administration” means the direct application of medications by injection, inhalation, ingestion, or any other means to an individual receiving services by (i) persons legally permitted to administer medications or (ii) the individual at the direction and in the presence of persons legally permitted to administer medications.

“Medical Treatment” means professional medical intervention above and beyond first

aid for the purpose of treating an ailment or injury preventing further physical harm, and/or health risk.

“Medication Error” means an error in administering a medication to an individual and includes when any of the following occur: (i) the wrong medication is given to an individual, (ii) the wrong individual is given the medication, (iii) the wrong dosage is given to an individual, (iv) medication is given to an individual at the wrong time or not at all, or (v) the wrong method is used to give the medication to the individual.

“Medication Storage” means any area where medications are maintained by the provider, including a locked cabinet, locked room, or locked box.

“Non-Clinical Assessment” An assessment completed by a behavioral health technician or paraprofessional which summarizes, at minimum, the following: the presenting issue, family history, substance use history, criminogenic risk factors, legal, medical and social history (including any allergies), education, and any current or past history of behavioral health treatment. A discussion of immediate needs shall also be addressed (i.e. safety, suicide, domestic violence, etc.) See paragraph 46 b. of these AOC Standard Terms & Conditions.

“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 may include interns, sub-contractors, temporary staff or volunteers.

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

“Out-of-county” means any Arizona county other than the county in which the Contractor has an office location. Contractors with multiple office locations may use ‘out-of-county’ only when billing for services in counties where they have no office location.

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

“Outing” means a social or recreational activity that: occurs away from the premises; is not a part of the out-of-home or facility-based programs’ daily routine; and lasts longer than 4 hours.

“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.

“Plan of Correction” means the provider's pledged corrective action in response to cited areas of noncompliance documented by the contracting entity. A plan of correction must be completed within a specified time.

“Policy” means a definite, stated course of action that guides decisions and activities

within the institution. It describes what action the institution will take with regard to a specific issue.

“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.

“Procedure” means the detailed and sequential actions necessary to ensure that a policy is fully implemented. It describes the who, what, when, where, and how of implementing policy.

“Professional Consultation” means a service authorized by a Service Authorization Form (SAF) which is provided supplementary to a contracted service. Professional Consultation may include court testimony or specific activities requested by the referring probation department. Professional Consultation **is not case management**. (Refer to the AOC *Service Specification* to determine whether Professional Consultation is available adjunctive to the service(s) on your contract).

“Professional Services” means services as identified in Paragraph 35 provided by a person meeting the qualifications described in Paragraph 36 of these AOC Standard Terms & Conditions. (Refer to AOC *Service Specifications* for specific guidelines.)

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

“Psychometrist” means a trained individual (paid, unpaid, or intern) who administers and scores psychological tests for evaluation and diagnosis services. Within the scope of this contract, a psychometrist may not conduct the clinical interview, interpret test results or write/sign the report submitted to the court and must meet minimum qualifications as described in Paragraph 37 of these AOC Standard Terms & 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 written, photographic, and 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.

“Responsivity Principle” means considering individual characteristics when matching clients to services. These characteristics include, but are not limited to: culture, gender, motivational stages, developmental stages, and learning styles.

“Restraint” means any physical or chemical method of restricting a client’s freedom of movement, physical activity, or access to the client’s own body.

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

“Seclusion” means the involuntary confinement of a client in a room or area where the client is prevented from leaving. This 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/JJSD Application.

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

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

“Specialty Track” means a service contracted supplementary, and in addition to a primary contracted service. The Specialty Track provides additional specialized therapy not available with the primary service and is available for contract only with select *AOC Service Specifications*. Therapists delivering specialty track services will be required to submit additional certification or documentation of training supporting their ability to provide the supplementary service. The therapist must maintain all certifications and continuing education requirements to continue providing a specialty track service.

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

“State” means the State of Arizona.

“Sub-Contractor” 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, in exchange for financial compensation.

“Supervision” means a collaborative relationship between the supervisor and supervisee that may occur face-to-face, via videoconferencing and/or telephonically. Supervision involves a direct dialogue that is client-centric in nature; discusses the experiences and interactions between clients, their families and supervisees; promotes development of responsibility, skills, knowledge, attitudes, and techniques; and which assists the supervisee to engage in the provision of services in an ethical, safe and competent manner.

“Telemedicine” (also known as Telehealth) means the practice of health-care delivery, diagnosis, consultation and treatment, and the transfer of medical data through interactive audio, video or data communications that occur in the physical presence of the patient, including audio or video communications sent to a health care provider for diagnostic or treatment consultation. **A.R.S. § 36-3601(3) The AHCCCS Medical Policy Manual, Section 320-I Tele-Health**, additionally defines Tele-Medicine as the practice of synchronous (real-time) health care delivery, diagnosis, consultation and treatment and the

transfer of medical data through interactive audio and video communications that occur in the physical presence of the client.

“Transferred Youth” means a juvenile transferred to Superior Court for (adult) criminal prosecution per ARS §8-302, §8-327 and §13-501.

“Trauma Certified” or “Trauma-Certified Professional” means that a counselor or clinician has attended specific training to learn trauma related techniques and practices to provide immediate and longer-term individual, group, and/or family counseling, therapy, and support to trauma survivors either as a specialty or within their field of practice. The therapist must have received a completion certificate for Trauma Certification from an approved AOC organization. Certification in specific trauma-related techniques is not acceptable for this designation.

“Trauma Informed” means an overall approach and philosophy for providing trauma care to clients. Trauma Informed Care is an organizational structure and treatment framework that involves understanding, recognizing, and responding to the effects of all types of trauma. Trauma Informed Care also emphasizes physical, psychological and emotional safety for both consumers and providers, and helps survivors rebuild a sense of control and empowerment.

“Treatment” means a procedure or method to cure or improve an individual’s behavioral health issue.

“Treatment/Service Goal” means the desired result or outcome of treatment/services.

“Treatment Method” means the specific approach used to achieve a treatment/service goal.

“Treatment Objectives” means the specific time-targeted steps identified to achieve the treatment/service goals.

“Treatment/Service Plan” means a description of interventions to be delivered and measurable goals and objectives to be achieved by the juvenile/family during a set time or by a specific target date as indicated in these AOC Standard Terms & Conditions.

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

“Treatment Principle” means delivery of targeted and timely treatment interventions focused on criminogenic needs to provide the greatest long-term benefit to the community, the victim, and the client.

“Validated Risk Assessments” means an assessment instrument which has been studied, tested and proven reliable to identify criminogenic and non-criminogenic risk factors.

“Volunteer” means a person authorized by the Contractor and who voluntarily undertakes a direct care service on a regular basis without financial compensation from the Contractor.

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. The AOC reserves the right to make changes to these Terms & Conditions and/or to the AOC *Service Specifications* at the time of the Contract extension. If both parties agree the Contract shall be extended by amendment or change order and/or the Contract Officer and the Contractor's Authorized Representative shall sign as appropriate. Extension of the Contract shall not be assumed and is not officially extended until the Contractor receives a written extension form.

C. **Non-renewal.** The Contractor shall provide written notice to the Contract Officer no later than sixty (60) days in advance of the expiration of the contract, of its intent to not renew a contract service or the contract. If the Contractor fails to comply with the provisions of this Paragraph, the Contract Officer may take whatever actions that the officer deems appropriate under Paragraph 11 of these AOC Standard Terms & Conditions.

4. Maintenance of Quality Service Delivery

A. The Contractor shall provide services which comply at all times with the Contract and deliver them according to the Contract and within the bounds of applicable professional standards.

B. **Warranty.** The Contractor warrants that the services it provides under the Contract shall at all times meet the requirements of the Contract, including the Service Specifications and these AOC Standard Terms & Conditions and the AOC Invoice Billing Manual.

C. **Right to Reject.** The Contract Officer shall have the right to reject the Contractor's use of any person, whether the person is Contractor personnel, interns, psychometrists or volunteers to provide services under this Contract where that

officer reasonably determines that the person's background or conduct is unsuitable to provide the assigned services.

- D. **Facility Condition and Maintenance.** If the Contractor provides services to clients at its facility, the Contractor shall maintain the facility in good repair and keep it in a clean condition to assure the safety and comfort of clients. The Contractor shall prohibit smoking of any kind in or on the property of any facility where it provides services to clients. The Contractor shall not rely primarily on the work of clients to maintain and keep the facility clean.
- E. **Private Practice.** If the Contractor provides services separate and apart from this Contract, it shall do so in a manner which does not interfere with Contractor's performance of this Contract and which does not create a conflict of interest.
- F. **Related Litigation, Complaints or Investigations.** In the event that the Contractor, any of its personnel, interns, psychometrists or volunteers are criminally charged, are named in litigation alleging professional misconduct, or are subject to a complaint or other matter before an administrative licensing entity, including the Department of Child Safety (DCS), 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, or any non-employees (see definition) were providing services to any client under this Contract, and whether the alleged misconduct involves those services.
- G. **Licenses.** The Contractor shall, at its expense, obtain and maintain for the duration of the Contract all licenses, certifications, credentials, permits, certificates and other authority required by law for the Contractor and its employees to do business, render services, and perform work under this Contract. The Contractor shall forward to the Contract Officer all copies of Arizona Department of Health Services Licenses (ADHS) and the Department of Child Safety (DCS) licenses/operating certificates for facilities in which services under this Contract are provided, and individual professional licenses for all personnel providing professional services and/or providing supervision to personnel providing professional services under this Contract. This includes, but is not limited to, renewals, expirations and changes in status of license, i.e. provisional status. The Contractor shall ensure staff providing professional services under this Contract practice within the scope of his/her licensure or licensing body regulation. The Contractor shall notify the ASC/AOC/JJSD immediately upon notice of an allegation of any health, safety and/or welfare licensing violation.
- H. **Timeliness.** The Contractor shall make all reasonable efforts to deliver the services under this Contract to the client in a timely manner and notify the referring probation department, in writing, in the event service delivery cannot occur **within ten (10) business days** after Contractor's dated signature on the SAF, notification shall be maintained in the client file.

- I. **Responsibility for Performance.** The Contractor shall be responsible for overall contract performance, compliance and services provided by employees, or any non-employees providing services under this Contract. The Contractor shall ensure at all times that the services provided, and the persons providing them, meet all of the requirements of the Contract.

5. Use of Non-Employees

- A. **Contractual Requirements.** Any agreement between the Contractor, psychometrist (paid or unpaid), intern or a subcontractor who provides or may provide services under this Contract shall be in writing and shall be approved by the AOC prior to delivery of services. The agreement shall explicitly set forth, or incorporate by reference, these AOC Standard Terms & Conditions, relevant Special Terms & Conditions and the applicable AOC *Service Specifications*, which shall apply with equal force to the subcontractor(s) as if it were the Contractor. The Contractor shall review the agreement and have the subcontractor(s) sign an initial agreement, and annually thereafter. The agreement shall prohibit the subcontractor(s) from further subcontracting any part of the service. Please contact the AOC Contract Unit for required documentation.

The authority to review subcontracts is for the purpose of permitting verification of persons who are involved in performance of this Contract and who are treated by the Contractor as a subcontractor(s) are bound by the terms of this contract.

- B. **Warranty.** The Contractor warrants that the qualifications of, and the services provided by subcontractor(s), meet all the requirements of the Contract.
- C. **Noncompliance.** If the Contractor fails to comply with the provisions of this Paragraph, the Contract Officer may take whatever actions that the officer deems appropriate under Paragraph 11 of these AOC Standard Terms & Conditions.
- D. **Approval:** The AOC shall approve the use of any subcontractors.

6. Notice Requirements

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

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

- B. **Notice to Schools.** The Contractor shall send written notice to a client's public or private school and seek that school's participation in planning for a transition from any Contractor-school program back to a public or private school program.

- C. **Permission from Probation Officer/Court to Change Contracted Vendor.** If at any time the Contractor considers recommending a client be sent out-of-state as a part of the client's treatment program, the Contractor shall send a written request to the probation officer to staff the case. A client may not be moved out of state without written permission from the probation officer or the court as appropriate. Rules of Interstate Compact on the Placement of Children (ICPC) must be followed prior to out of state placement.
- D. **Notice of Intent to Add, Move, or Close a Facility or Program.** The Contractor shall provide written notice to the Contract Officer no later than sixty (60) days in advance of its intent to add, move, or close a facility or program at which it has been providing services to clients under this Contract. Failure to properly notify the ASC/AOC/JJSD may result in the Contract Officer taking actions that the contract officer deems appropriate under Paragraph 11 of these AOC Standard Terms & Conditions.
- E. **Notice of Change in Key Personnel.** The Contractor shall provide immediate written notice to the ASC/AOC/JJSD of any changes to key personnel as defined in these AOC Standard Terms & Conditions, of a program/service under this Contract. Upon request, the Contractor shall complete and submit to the AOC a Personnel Qualifications form, current license (if applicable) and a current resume for key personnel.
- F. **Notice of Intent to Modify a Program.** The Contractor may propose to modify the components of an existing service/program under this Contract. Program/service modification, may include but is not limited to, use of subcontractors, programmatic, and licensure. The Contractor shall provide a written request of modification to the ASC/AOC/JJSD for written approval **prior** to implementation. Failure to obtain ASC/AOC/JJSD approval may result in the Contract Officer taking actions that the Contract Officer deems appropriate under Paragraph 11 of these AOC Standard Terms & Conditions. The modification request form is located on the Juvenile Justice Services Division web page at:

<https://www.azcourts.gov/jjssd/ContractsMonitoring>

7. Payment for Services, Allowances and Other Approved Expenses

- A. **Compensation Schedule.** The ASC/AOC/JJSD pay the Contractor for the services specified in this Contract at the rate set forth in the Compensation Schedule, and which are authorized on the SAFs. The ASC/AOC/JJSD shall reimburse the Contractor for allowances and expenses:
- i. At rates that do not exceed those set forth in the Compensation Schedule;
 - ii. Which are authorized in SAFs, or administratively authorized by the Contract Officer. Payment may be denied for services rendered before receipt of a SAF and/or if no SAF documentation exists in the client file during an ASC/AOC/JJSD contract monitoring visit. Contractor is responsible for ensuring that an SAF is received for referral of services to

be performed, and for requesting corrected SAFs when appropriate.

- iii. There will be no compensation paid for missed appointments for any contracted service;
- iv. In the event the Contractor delivers services not on the Contract, not authorized by the probation department, and/or inaccurately bills service codes and receives payment for the service, the Contractor shall not be entitled to compensation for those services and shall refund payments received per the Invoice Billing Manual. The Contract Officer may take further actions the officer deems appropriate under Paragraph 11 of these AOC Standard Terms & Conditions;
- v. Within the context of the Contract, Contractors shall not arrange alternative agreements with the referring probation department for services under contract with the AOC and may be responsible to remit payment to the ASC/AOC/JJSD for services rendered under such agreement; this includes but is not limited to authorizing services not on the Contract and inaccurately representing service codes;
- vi. The ASC/AOC/JJSD does not guarantee referrals or a minimum/maximum volume of business for any service to any provider, unless otherwise described in the Special Terms & Conditions of the Contract.
- viii. All Contractors must complete registration with the ACH for direct deposit of payments for services rendered under this contract.

B. Method of Payment.

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

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

Invoices which are repeatedly submitted more than ten (10) business 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/JJSD that is more than forty-five (45) calendar days after the end of the month in which services are rendered may be reduced by 25%. Any invoice received at the ASC/AOC/JJSD that is more than

sixty (60) calendar days after the end of the month in which services are rendered may be reduced by 50%. Any invoice received at the ASC/AOC/JJSD that is more than ninety (90) calendar days after the end of the month in which services are rendered may be reduced by 75% or denied payment. The Contractor's repeated failure to submit timely invoices may be grounds for terminating this Contract.

- D. **Charges to Client's Parents/Guardians.** The Contractor shall not impose any fees or charges of any kind upon a client or the parents, guardians, or relatives of the client if the services authorized by the referring Superior Court or probation department are paid by ASC/AOC/JJSD funds.
- E. **Payments Collected for Services.** If the Contractor collects any payment for services, allowances, or expenses from any source, including third party payers, the Contractor shall specify the amount of the collection on the invoice as described in the Invoice Billing Manual. The Contractor shall report payments collected after payment of the invoice on a credit memo and reimburse the ASC/AOC/JJSD as specified in the Invoice Billing Manual. Acceptance by the contractor of any payment by anyone other than the ASC/AOC/JJSD shall be applied to the invoice for services rendered or billed. The ASC/AOC/JJSD will seek recovery of monies paid to the Contractor if the third party and the ASC/AOC/JJSD have both compensated the Contractor for the authorized service.
- F. **Availability of Funds.** Payments for all obligations under this Agreement are contingent on funds for that purpose being appropriated, budgeted and otherwise made available to the Supreme Court Administrative Office of the Courts ("Court"), and the payment provisions of this Agreement shall become effective only when funds appropriated for the purposes of this Agreement become available to the Court for disbursement. The Administrative Director of the Court shall be the sole judge and authority for determining the availability of funds for this contract. The Court shall not be liable for any payments for which funds are not available or any purchases or subcontracts begun in anticipation of funding.
- G. **Bed Hold Payment.** Payment may be made: for up to two (2) days for a client placed in an out of home facility, excluding detention alternative programs, who is on runaway status; up to three (3) days for home visits (no more than eight (8) days in a calendar month); and up to seven (7) days for inpatient hospitalization.
- H. **Title XIX/XXI Screening and Enrollment.** If it is determined that the client is actively enrolled in Arizona Health Care Cost Containment System (AHCCCS), the Contractor shall bill the AHCCCS for the services the AHCCCS has authorized to deliver. In accordance to the Contractor's policies, the Contractor shall periodically verify the clients' AHCCCS enrollment status and notify the probation department of status changes. AHCCCS funding for treatment and services must be used as the primary source of funding before utilizing AOC funding, unless otherwise approved by the AOC Contract or Budget Manager.
- I. **Third Party Liability.** The Contractor is responsible for checking and determining if a third party is liable for the cost of services before billing the ASC/AOC/JJSD. 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 AHCCCS, private health insurance and/or another third-party payor. Under this Contract, the third party may be responsible for covering some or all the behavioral health services authorized by the Superior Court.

- J. **Contractor Payment.** Payments made to a Contractor shall be in the form of a direct deposit made to an account(s) specified by the Contractor that has been registered and activated in the Arizona Automated Clearinghouse ACH system.
- K. **Exemption.** Requirements of Paragraph 7-H and I of these AOC Standard Terms & Conditions shall not be applicable to delinquency prevention services and competency restoration services.

8. Change Orders and Contract Amendments

- A. **Change Orders.** The Contract Officer may, through a written change order, make unilateral changes within the scope of the *AOC 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 AOC Standard Terms & 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/JJSD is under no obligation to pay the Contractor for work under the Contract that is not authorized by the Contract Officer.

9. Contractor's Authorized Representative

The Contractor's Authorized Representative shall be the sole person authorized to represent the Contractor with the ASC/AOC/JJSD 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 to contractual agreements. The Contractor shall notify the Contract Officer in writing within seven (7) business days if it replaces the Contractor's Authorized Representative during the Contract. The notice shall be signed by a person with the authority to designate the Contractor's Authorized Representative, and provide at a minimum the name, title, email, mailing address, and telephone number of the new representative.

10. Right to Enter into Other Contracts

The ASC/AOC/JJSD 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) calendar 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 non-performance or use of non-qualified personnel. The Contractor's failure to adhere to any service, procedural, administrative, and legal requirement in 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/JJSD 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/JJSD 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) calendar 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/JJSD and shall provide written notice accepting termination. All provisions of Paragraph 12 shall apply to voluntary terminations.
- D. **Unanticipated Circumstance.** In the event the Contractor becomes deceased, incapacitated, or ill, and is not able to perform the service provisions of this Contract, the ASC/AOC/JJSD reserves the right to terminate the contract upon notification, or upon the AOC's determination of the occurrence. Whenever possible, notification of the circumstance must be submitted in writing to the AOC within fourteen (14) business days of the determination of the occurrence.
- E. **Additional Remedies.** The ASC/AOC/JJSD 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 of the Contractor's personnel or non-employees, 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/JJSD administrative costs;
- v. Requiring the posting of a bond; and/or
- vi. Terminating the Contract.

12. Obligations on Completion, Termination or Suspension

- A. **Transfer of Clients.** At the completion of the Contract, or if the Contract Officer terminates or suspends this Contract, or if the Contractor requests, in writing, termination of the Contract, the Contractor shall cooperate with the Contract Officer in transferring or otherwise reassigning any client to whom the Contractor is providing services. If the Contractor is providing out-of-home services, it shall continue to ensure the safety and welfare of the client until necessary transfer or reassignment has been completed. The Contract Officer shall promptly take all actions necessary to transfer or otherwise reassign any client to whom the Contractor was providing services for and must 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/JJSD or to any new provider of the services within the time specified in the request. The ASC/AOC/JJSD 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/JJSD 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/JJSD 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/JJSD fails to do so by the completion, termination or suspension date, the ASC/AOC/JJSD 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/JJSD retains the right to inspect, monitor or audit the facilities and records of the Contractor, subcontractors or any other 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/JJSD shall have full access to, and the right to inspect, copy and make use of all records. The Contractor shall maintain a written policy which incorporates the requirements set forth in these Subparagraphs.
- B. **Contract Termination.** Upon termination of the Contract, voluntary or involuntary, the Contractor shall immediately provide the Contract Officer with written notice specifying the location where the records will be stored, and the name and telephone number of the person responsible for maintaining them. The Contractor is responsible for complying with the requirements of this Paragraph and Paragraph 21 even if it closes or sells its business.
- C. **Record Transfer.** The Contractor shall ensure a plan is developed for the transfer of records. The record transfer plan will be enacted upon an unanticipated event, such as cessation of business activity by the Contractor. In such an event, the records of clients served under this Contract shall become property of the ASC/AOC. The ASC/AOC/JJSD reserves the right to immediately retrieve records.
- D. **Electronic Information and Record Management.** The Contractor shall ensure all electronic client records/information are stored on a protected network/drive or device. All mobile devices or electronic storage media may be used for temporary storage if the data is encrypted and the device is password protected. When electronic storage is utilized, the Contractor shall ensure devices or media contain the following features: passwords and automatic log-off. There must be security of the device or media to prevent unauthorized access, tampering, loss or theft. There must also be current patch management functionality, firewall and virus protection software.
- E. **Psychological Testing Data.** As part of the records retained under Subparagraph a, the Contractor shall retain psychological testing raw data on all clients served under this contract including those evaluated for transfer to the adult division of the Superior Court. The data shall be readily retrievable by the psychologist when requested by a Superior Court, the ASC/AOC/JJSD, federal or state auditors and any other persons duly authorized by the ASC/AOC/JJSD to have full access to, including the right to inspect, copy and make use of, any and all records.
- F. **Adequacy of Records.** The Contractor shall maintain records in accordance with their licensing requirements and this contract that adequately and sufficiently provide evidence/support to document that services were provided as authorized by the referring probation department. If the Contractor's records are insufficient to support and document that authorized services were provided to clients, the Contractor shall reimburse the ASC/AOC/JJSD for those services and other costs not adequately supported and documented.

15. Contract Administration

- A. **General Rights.** The ASC/AOC, under A.R.S. § 8-322 and 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/JJSD 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, its subcontractors, or any other non-employees:
- i. Visit or inspect the facilities of the Contractor, or of subcontractors;
 - ii. Observe the services provided;
 - iii. Interview management, clients, parents, guardians, personnel, or non-employees 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, Contractor's personnel or non-employees this Contract. Monitoring activities may include but are not limited to, on-site visits, case file reviews, administrative reviews, phone interviews, requests for written plans of correction, and in-person meetings.
- C. **Visitation with Clients.** The Contractor shall allow the Contract Officer, the client's probation officer, or other representative of the Superior Court, to visit with the client at any reasonable time during the Contractor's hours of operation under this Contract. The Contract Officer, the probation officer or other representative, in their sole discretion, may direct that the visitation be outside the presence of any personnel of the Contractor. If the Contract Officer, the probation officer or other representative so directs, the Contractor shall provide a location for the visitation which assures that the Contract Officer, probation officer or other representative may conduct it in complete privacy.
- D. **Program Evaluation.** The Contract Officer may evaluate any services that the Contractor provides and may assess the Contractor's progress to reduce recidivism and achieve the goals and measurable objectives as described in the Contract. The Contractor must participate in any program evaluation processes, 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 AOC Standard Terms & Conditions. The Contractor shall be paid for the services provided to that client according to Paragraph 12-C of these AOC Standard Terms & Conditions.

- F. **Failure to Comply.** The failure of the Contractor, its personnel, volunteers, interns or any subcontractors to cooperate with the activities described in this Paragraph may result in the Contract Officer taking actions that the officer deems appropriate under Paragraph 11 of these AOC Standard Terms & Conditions.

16. Contract Reviews

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

17. Fiscal, Management, and Administrative Requirements

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

18. Indemnification

- A. **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.

- B. Professional Service Contracts – Working with Children and/or Vulnerable Adults.** Many professional services involve working with, or caring for, children and/or vulnerable adults (physically and developmentally disabled adults or inmates that are in the care, custody, and control of the State of Arizona). This activity creates an additional risk of liability to the State of Arizona because of the severe and sensitive nature of the possible allegations of wrongdoing.

When services involve working with these groups of individuals, the insurance requirements in the contract needs to be revised to include coverage for "Sexual Abuse and Molestation (SAM)". Coverage for this type of claim, or allegation, is typically excluded from general liability policies, but some insurers offer a niche product with SAM coverage in their liability policy for classes of business with this exposure, i.e. church organizations, nonprofits, hospitals, children's sports clubs, etc. Therefore, contractors whose services include working with, and/or caring for children or vulnerable adults, should have their policies specifically endorsed to include this coverage. Due to the often complex and lengthy investigation and defense associated with the claims of abuse, defense cost should not erode the policy limits. This is also known as "defense outside the limits".

19. Insurance

Contractor, intern(s) and subcontractor(s) shall procure and maintain, until all of their obligations have been discharged, including any warranty periods under this Contract, insurance against claims for injury to persons or damage to property arising from, or in connection with, the performance of the work hereunder by the Contractor, its agents, representatives, employees or subcontractors.

The insurance requirements herein are minimum requirements for this Contract and in no way limit the indemnity covenants contained in this Contract. The State of Arizona in no way warrants that the minimum limits contained herein are sufficient to protect the Contractor from liabilities that arise out of the performance of the work under this Contract by the Contractor, its agents, representatives, employees or subcontractors, and the 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 interns and subcontractors to maintain the same coverage specified in this Subparagraph or shall provide such coverage for interns and subcontractors. The Contract Officer reserves the right to waive or adjust insurance requirements in unique situations.

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

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

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

a. The policy shall include coverage for Sexual Abuse and Molestation (SAM). **This coverage may be sub-limited to no less than \$500,000.** The limits may be included within the General Liability limit or provided by separate endorsement with its own limits. If you are unable to obtain SAM coverage under your General Liability because the insurance market will not support it, it should be included with the Professional Liability.

b. Contractor must provide the following statement on their Certificate(s) of Insurance: **“Sexual Abuse and Molestation coverage is included” or “Sexual Abuse and Molestation coverage is not excluded.”**

c. The policy shall be endorsed, to include the following additional insured language: ***The State of Arizona, and its departments, agencies, boards, commissions, universities, officers, officials,***

agents, and employees as additional insureds with respect to liability arising out of the activities performed by or on behalf of the Contractor. Such additional insured shall be covered to the full limits of liability purchased by the Contractor, even if those limits of liability are in excess of those required by this Contract.

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

ii. **Business Automobile Liability**

Bodily Injury and Property Damage for any owned, hired, and/or non-owned automobiles used in the performance of this Contract.

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

- a. The policy shall be endorsed, to include the following additional insured language: *The State of Arizona, and its departments, agencies, boards, commissions, universities, officers, officials, agents, and employees as additional insureds with respect to liability arising out of the activities performed by or on behalf of the Contractor.* Such additional insured shall be covered to the full limits of liability purchased by the Contractor, even if those limits of liability are in excess of those required by this Contract.
- b. Policy shall contain a waiver of subrogation endorsement in favor of the State of Arizona, and its departments, agencies, boards, commissions, universities, officers, officials, agents, and employees for losses arising from work performed by or on behalf of the Contractor.

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

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

- a. If SAM coverage is being provided under this policy, then Contractor must provide the following statement on their Certificate(s) of Insurance: ***“Sexual Abuse and Molestation coverage is included” or “Sexual Abuse and Molestation coverage is not excluded.” This coverage may be sub-limited to no less than \$500,000.***
- b. 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. Policy shall cover professional misconduct or wrongful acts for those positions defined in the Scope of Work of this contract.

iv. **Workers' Compensation and Employers' 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.

• Workers' Compensation	Statutory
• Employers' Liability	
Each Accident	\$1,000,000
Disease – Each Employee	\$1,000,000
Disease – Policy Limit	\$1,000,000

- a. Policy shall contain a waiver of subrogation endorsement, as required by this written agreement, in favor of the State of Arizona, and its departments, agencies, boards, commissions, universities, officers, officials, agents, and employees for losses arising from work performed by or on behalf of the Contractor.
- b. This requirement shall not apply to each Contractor, intern or subcontractor that is exempt under A.R.S. § 23-901, and when such Contractor or subcontractor executes the appropriate waiver form (Sole Proprietor or Independent Contractor).

C. Additional Insurance Requirements: The policies shall include, or be endorsed to include, as required by this written agreement, the following provisions:

- i. The certificate of insurance for Commercial General Liability must be endorsed to include the following additional insured language: *“The State of Arizona, Arizona Supreme Court and their agencies, boards, commissions, officials, agents, and employees shall be named as additional insureds with respect to liability arising out of the activities performed by or on behalf of the Contractor.”*
- ii. The certificate of insurance for Automobile Liability must be endorsed to include the following additional insured language: *“The State of Arizona, Arizona Supreme Court and their agencies, boards, commissions, officials, agents, and employees shall be named as additional insureds with respect to liability arising out of the activities performed by or on behalf of the Contractor, involving automobiles owned, leased, hired or borrowed by the Contractor.”*

- iii. The Contractor's policies, as applicable, shall stipulate that the insurance afforded the Contractor shall be primary and that any insurance carried by the Department, its agents, officials, employees or the State of Arizona shall be excess and not contributory insurance, as provided by A.R.S. § 41-621 (E).
- iv. Insurance provided by the Contractor shall not limit the Contractor's liability assumed under the indemnification provisions of this Contract.

D. **Notice of Cancellation:** Applicable to all insurance policies required within the Insurance Requirements of this Contract, Contractor's insurance shall not be permitted to expire, be suspended, be canceled, or be materially changed for any reason without thirty (30) days prior written notice to the State of Arizona. Within two (2) business days of receipt, Contractor must provide notice to the State of Arizona if they receive notice of a policy that has been or will be suspended, canceled, materially changed for any reason, has expired, or will be expiring. Such notice shall be sent directly to the AOC and shall be mailed, emailed, hand delivered or sent by facsimile transmission.

E. **Acceptability of Insurers:** Contractor's insurance shall be placed with companies licensed in the State of Arizona or hold approved non-admitted status on the Arizona Department of Insurance List of Qualified Unauthorized Insurers. Insurers shall have an "A.M. Best" rating of not less than A- VII. The State of Arizona in no way warrants that the above-required minimum insurer rating is sufficient to protect the Contractor from potential insurer insolvency.

F. **Verification of Coverage:** Contractor shall furnish the State of Arizona with certificates of insurance (valid ACORD form or equivalent approved by the State of Arizona) evidencing that Contractor has the insurance as required by this Contract. An authorized representative of the insurer shall sign the certificates.

All such certificates of insurance and policy endorsements must be received by the State before work commences. The State's receipt of any certificates of insurance or policy endorsements that do not comply with this written agreement shall not waive or otherwise affect the requirements of this agreement.

Each insurance policy required by this Contract must be in effect at, or prior to, commencement of work under this Contract. Failure to maintain the insurance policies as required by this Contract, or to provide evidence of renewal, is a material breach of contract.

All certificates required by this Contract shall be sent directly to the Department. The State of Arizona project/contract number and project description shall be noted on the certificate of insurance. The State of Arizona reserves the right to require complete copies of all insurance policies required by this Contract at any time.

G. **Subcontractors and Interns:** Contractor's certificate(s) shall include all subcontractors as insureds under its policies or Contractor shall be responsible for

ensuring and/or verifying that all subcontractors and/or interns have valid and collectable insurance as evidenced by the certificates of insurance and endorsements for each subcontractor. All coverages for subcontractors and/or interns shall be subject to the minimum Insurance Requirements identified above. The AOC reserves the right to require, at any time throughout the life of the Contract, proof from the Contractor that its subcontractors and/or interns have the required coverage.

- H. **Approval and Modifications:** The AOC, in consultation with State Risk, reserves the right to review or make modifications to the insurance limits, required coverages, or endorsements throughout the life of this contract, as deemed necessary. Such action will not require a formal Contract amendment but may be made by administrative action.

- I. **Exceptions:** In the event the Contractor, subcontractor(s) or intern(s) is/are a public entity, then the Insurance Requirements shall not apply. Such public entity shall provide a certificate of self-insurance. If the Contractor, subcontractor(s) or intern(s) is/are insured by a State of Arizona agency, board, commission, or university, none of the above shall apply.

Insurance	Minimum Amounts		Additional Insured Required	Waiver of Subrogation	Sexual Abuse/ Molestation Required (\$500,000)
Commercial General Liability	Each Occurrence	\$1,000,000	X	X	X (Required by endorsement in either CGL or PROF)
	Products Personal and Advertising Injury	\$1,000,000			
	Blanket Contractual Liability	\$1,000,000			
	Damage to Rented Premises	\$50,000			
	Aggregate	\$2,000,000			
Business Automobile Liability	Combined Single Limit	\$1,000,000	X	X	N/A

Worker's Compensation and Employer's Liability	Each Accident Disease – Each Employee Disease - Policy Limit	\$1,000,000 \$1,000,000 \$1,000,000			
Professional Liability	Each Claim Annual Limit	\$2,000,000 \$2,000,000			X (Required by endorsement in either CGL or PROF)

20. Disputes

Should any dispute arise between the ASC/AOC/JJSD and the Contractor concerning this Contract, the Contractor shall follow procedures established in the Supreme Court Administrative Office of the Courts' Policies and Procedures Manual No. 7.04 (C) and (D). If, after exhausting the administrative remedies set forth in those provisions, the dispute is subject to the mandatory arbitration provisions of A.R.S. § 12-133, the ASC/AOC/JJSD 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, interns, volunteers, and subcontractors, unless otherwise exempt, shall adhere to all federal, state and local laws regarding confidentiality including, but not limited to the Health Insurance Portability and Accountability Act (HIPAA) Pub. L. No. 1-4-191 (1996) and regulations promulgated there under.
- B. **Prohibition.** The Contractor, its personnel, interns, subcontractors, psychometrists and volunteers shall not divulge, or release information received from the Superior Court/Juvenile Probation Department about any client to anyone without a court order, except to the ASC/AOC, the referring Superior Court/Juvenile Probation Department, or anyone authorized by the Contract Officer to receive it. Violation of this Paragraph or applicable law shall constitute grounds to terminate this Contract.
- C. **Release Authorization.** Release of any information pursuant to an authorization signed by client or parent/guardian is prohibited under this contract unless there is a court order requiring release.
- D. **Record Dissemination.** Except for the ASC/AOC/JJSD and the referring Superior Court/Juvenile Probation Department or anyone authorized by the Contract Officer, the Contractor shall refer persons requesting records of written documentation containing client information relating to this Contract to the probation department. The Contractor shall maintain all court orders requiring release authorization and release authorization forms to track the dissemination of information in each client's record, except for the release of records to the ASC/AOC, or the probation department. The process for dissemination of records is listed below and varies by record type.

- i. **Court records.** All information and records obtained in the course of evaluation, examination, or treatment of juveniles who have been referred to a treatment program funded by the juvenile probation fund (pursuant to A.R.S. § 8-322) or the family counseling fund (A.R.S. § 8-261, et seq.) are confidential and shall not be released unless authorized by rule or court order. These records include, but are not limited to, clinical records, medical reports, laboratory statements and reports, or any report relating to diagnostic findings and treatment of juveniles, or any information by which the juvenile or his family may be identified, wherever such records are maintained by the court. See Rule 123 (d) (1) (C) and Paragraph 51 of these AOC Standard Terms & Conditions.

Court records are also defined as records originating from or authorized/ordered by the ASC/AOC, and/or the referring juvenile or adult Superior Court or their probation departments.

All such court records are only authorized for release to a third party through court order. Contractor shall refer persons requesting client court records to the referring Superior Court to process court records dissemination.

- ii. **Social File.** The social file shall be maintained by the probation department and may consist of all social records, including diagnostic evaluations, psychiatric and psychological reports, treatment records, medical reports, social studies, Department of Child Safety records, police reports, disposition reports, detention records, and records and reports or work product of the probation department. The social file of the juvenile shall be confidential and withheld from public inspection except upon order of the court. See Rule 19 (A)(2).
- iii. **Third party records.** Are defined as records obtained by the Contractor from a third-party through a release authorization and shall not be released by the Contractor. Persons requesting third-party records shall be referred to the originator of the records.

E. **Request for Record.** The Contractor shall request record(s) from a third party with a release authorization as defined in the Health Insurance Portability and Accountability Act (HIPAA) Pub. L. No. 1-4-191 (1996) and regulations promulgated there under.

F. **Procedures and Controls.** The Contractor shall have written policies and procedures, and maintain controls, acceptable to the Contract Officer which comply with Paragraphs 14 and 21 of these AOC Standard Terms & Conditions, rules, policies and any applicable statutes. The Contractor shall conduct and document an annual review of all written policies and changes incorporated therein as a result of responses to monitoring reports, quality assurance checks and/or performance improvement plans. At a minimum, they shall address the compilation, locked storage, dissemination, retention and disposal of client records, information, and Incident Reports. Except as authorized by the Contract, the policies, procedures,

and controls shall assure that no information contained in the Contractor's records or obtained from designated authorities or others is used or disclosed by the Contractor's agents, officers, personnel, interns, psychometrists, subcontractors, or volunteers.

G. **Research Data.** Notwithstanding any other provision of this Paragraph, the Contractor shall not provide to anyone other than the ASC/AOC/JJSD 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. The Contractor must address the Limited English Proficiency (LEP) needs of client(s) and their families receiving services. See Appendix A.

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/JJSD may cancel a Contract if any person significantly involved in initiating, negotiating, securing, drafting, or creating a Contract on the ASC/AOC's behalf is, during the Contract duration and including extensions:

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

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

25. Effect of Contradictory Provisions

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

26. General Provisions

- A. **Applicable Law.** The laws and rules of the State shall govern the rights of the parties, the performance of this Contract and any disputes under it. Any action relating to this Contract shall be brought in an Arizona Superior Court. Any changes in the applicable laws and rules during the term of this Contract shall apply without amendment of this Contract.
- B. **Unenforceability of Provisions.** If any provision of this Contract is held invalid or unenforceable, the remaining provisions shall continue to be valid and enforceable to the full extent permitted by law.
- C. **Insurance.** The Contractor shall comply with all laws regarding unemployment insurance, disability insurance, and workers' compensation.
- D. **Independent Contractor Status.** The Contractor is an independent contractor in the performance of work and the provision of services under this Contract, and is not to be considered an officer, employee, or agent of the State, or of the ASC/AOC.
- E. **Non-waiver.** The Contract Officer's acceptance of performance which does not strictly comply with a requirement of this Contract shall not constitute a waiver of the right to enforce strict compliance of the requirement in the future.
- F. **Certification Against Contingent Fees.** The Contractor certifies that no individual or agent has been employed or retained to solicit or secure this Contract for a commission, percentage, brokerage or contingent fee, except a bona fide employee maintained by the Contractor to secure business.
- G. **Compliance with the Arizona Legal Workers Act, A.R.S. §41-4401.**
- i. Contractor warrants compliance with all Federal immigration laws and regulations relating to employees and warrants its compliance with A.R.S. § 23-214 (A) "After December 31, 2007, every employer, after hiring an employee, shall verify the employment eligibility of the employee through the e-verify program and shall keep a record of the verification for the duration of the employee's employment or at least three years, whichever is longer." If this compliance requirement disqualifies any of Contractor's key personnel, psychometrists, subcontractors or individuals working at the direction of Contractor and no acceptable alternative is provided the Court may terminate this contract.
 - ii. A breach of a warranty regarding compliance under subparagraph A shall

be deemed a material breach of the contract that is subject to penalties up to and including termination of the contract.

- iii. The Court retains the legal right to audit and inspect the papers of any of Contractor's employee, psychometrist or subcontractor who works on the contract to ensure that Contractor's personnel and any person working at the direction of Contractor is complying with the warranty under subparagraph.

27. Fingerprinting and AOC Criminal History Affidavits

Fingerprinting and AOC Criminal History Affidavit Requirements. Contractor's personnel which includes, employees, interns, psychometrists, subcontractors or volunteers who provide or may provide direct services to clients under this contract shall prior to performing services under this contract, have and maintain a valid fingerprint clearance card issued; and

- A. 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 who provide services pursuant to section A.R.S. § 8-321 shall adhere to the requirements of this Subparagraph. The Contractor shall ensure **within seven (7) working days of employment**, as a condition of employment, personnel who are employed by any contract provider, whether paid or not, and who are required or allowed to provide services directly to clients shall have and maintain a valid fingerprint clearance card issued pursuant to Title 41, Chapter 12, Article 3./ apply for a fingerprint clearance card; and
- B. Pursuant to A.R.S. § 8-322 (H), the Contractor shall assume the cost of fingerprint checks but may charge these costs to its fingerprinted personnel;
- C. Pursuant to A.R.S § 8-322 (Q), the Contractor shall notify the Arizona Department of Public Safety (DPS) if the Contractor receives credible evidence that a person who possesses a valid fingerprint clearance card either is arrested for or charged with an offense listed in A.R.S. § 41-1758.03, subsection B. The Contractor must notify the ASC/AOC/JJSD in writing within five business days of becoming aware of arrest or charges. Notification must include a description of the personnel action taken by the Contractor.
- D. Pursuant to A.R.S. § 8-322 (P), volunteers who provide services to clients under the direct visual supervision of the Contractor's employees are exempt from the fingerprinting requirements but shall comply with criminal history affidavit requirements. Under this contract, Contractor personnel responsible for direct visual supervision of volunteers must possess a valid DPS fingerprint clearance card and shall not, under any circumstance, allow a volunteer unsupervised contact with a juvenile.
- E. Complete a certified criminal offense history on a notarized AOC *Criminal History Affidavit* form within seven (7) working days of employment and before providing services pursuant to:

- i. Per A.R.S. § 8-322 (L), any personnel who are employed by any contracted provider, whether paid or not, and who are required or allowed to provide services directly to juveniles shall certify on forms provided by the contracting agency and notarized whether they are awaiting trial on or have ever been convicted of any of the criminal offenses listed in section ARS 41-1758.03, subsections B and C in this state or similar offenses in another state or jurisdiction.
 - ii. Per A.R.S. § 8-322 (M), any personnel who are employed by any contracted provider, whether paid or not, and who are required or allowed to provide services directly to juveniles shall certify on forms provided by the contracting agency and notarized 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.
- F. All Contractors and their personnel or non-employees, interns, volunteers and subcontractors shall report any requirement to register as a sex offender per A.R.S. § 13-3821.
- G. **If personnel have a fingerprint clearance card the following must occur:**
 - i. Prior to being allowed to perform services under this contract, the Contractor shall obtain personnel's fingerprint clearance card and contact the 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.
 - ii. Prior to being allowed to perform services under this contract, personnel must complete an AOC *Criminal History Affidavit* form, which must be signed and notarized. The affidavit can be obtained from the AOC via the JJSD website and must be maintained in the personnel file. The Contractor must review the executed affidavit and if responses on the completed affidavit indicate fingerprint clearance likely will be denied then the Contractor must take action to ensure that the person does not provide services directly to juveniles pending issuance of fingerprint clearance.
- H. **If personnel do not have a fingerprint clearance card the following must occur:**
 - i. Prior to being allowed to perform services under this contract personnel must complete an AOC *Criminal History Affidavit* form, which must be signed and notarized. The affidavit can be accessed on the JJSD website and must be maintained in the personnel file. The Contractor must review the executed affidavit and if responses on the completed affidavit indicate fingerprint clearance likely will be denied then the Contractor must take action to ensure that the person does not provide services directly to juveniles pending issuance of fingerprint clearance.
 - ii. 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 (or copy of electronic submission of fingerprint 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.

- iii. The Contractor shall contact DPS to check on the status of pending fingerprint clearance card applications as outlined in subsection a of this paragraph. All status checks must be documented in the personnel file.

I. Status Checks and AOC Notification.

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, subcontractor or intern presents either a valid fingerprint clearance card, a denial from the DPS, or is advised by DPS that the application has been completed. If the information from DPS indicates the application has been completed, the 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, subcontractor or intern has been denied a fingerprint clearance card but is eligible to apply for a Good Cause exception, the employer may proceed according to A.R.S. § 8-322 (K) unless advised differently by the Board of Fingerprinting. The Contractor must document status checks in files for all persons providing services under contract. The Contractor must provide **written** notification and documentation to the ASC/AOC/JJSD when personnel, non-employees, volunteers, interns, and temporary personnel who do or may provide services to juveniles have been denied fingerprint clearance. Notification must include a description of the personnel action taken by the Contractor.

If the status of the fingerprint clearance card reveals that it is being denied, the applicant must cease providing any services to the client immediately.

J. Renewals:

- i. The Contractor shall have in place a process to monitor personnel fingerprint renewals to assist staff to continually meet the AOC Fingerprint and Criminal History Affidavit requirements.
- ii. If a lapse occurs and personnel, interns or subcontractors do not have a valid fingerprint card personnel will not be allowed to provide services until a valid fingerprint card is obtained and renewal is documented by the Contractor. NOTE: Fingerprint clearance may take up to six months for renewal.
- iii. A new AOC *Criminal History Affidavit* must be completed, signed and notarized during *each* fingerprint clearance card renewal process. The original, executed affidavit must be retained in the appropriate personnel

file.

- K. **Record Keeping.** The contractor shall maintain a copy of the record of fingerprinting and an original of the notarized AOC *Criminal History Affidavit* form in a file described in Paragraphs 43 and 44 of these AOC Standard Terms & Conditions.
- i. The AOC *Criminal History Affidavit* can be obtained via the JJSD website.
 - ii. The Contractor shall make the file available for inspection on request.
 - iii. The original fingerprint clearance card is the personal property of the individual whose name appears on the card.
- L. **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 B 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 subsection I if a person who does not possess or has been denied issuance of a valid fingerprint clearance card or who certifies pursuant to subsection L and M that the person has been convicted of or is awaiting trial on any of the offenses pursuant to section 41-1758.03, Subsection C 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.
- M. **Certification.** By signing the contract, the contractor certifies that its' personnel, subcontractors, volunteers, and interns meet the requirements of this Paragraph as of the date of contract signing.
- N. **Failure to comply.** If the Contractor, any of its' personnel, volunteers, interns, or other subcontractors fails to disclose or falsifies information to be disclosed in this Paragraph, or otherwise fails to comply with the requirements of this Paragraph, the Contract Officer shall direct the Contractor to take action immediately to

comply with this Paragraph and any other actions that are appropriate under the circumstances. If the Contractor fails to take all appropriate actions as directed, the Contract Officer shall terminate the contract.

28. Group Homes

- A. In addition to all other terms and conditions of the contract, in accordance with A.R.S. § 36-1201 the ASC/AOC/JJSD 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 Child Safety.
 - 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/JJSD, after completing an investigation, may assess against the Group Home Contractor for a substantiated contract violation relating to the health, care, or safety of a client or the safety of a neighbor. A financial sanction may be imposed for a contract violation related to the safety of a neighbor only if the violation would be sufficient to form the basis for a civil cause of action for damages on the part of the neighbor, whether or not such a civil action has been filed. These sanctions may be imposed by either deducting the amount of the sanction from any payment due or withholding future payments. The deduction or withholding may occur after any hearing available to the Contractor.

- b. The ASC/AOC/JJSD 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/JJSD right to cancel the Contract.
- viii. Within ten (10) business days after the ASC/AOC/JJSD receives a complaint relating to a Group Home the ASC/AOC/JJSD shall notify the Group Home provider and either initiate a contract review or refer the complaint to the licensing authority. If any complaint concerns an immediate threat to the health and safety of a child, the complaint shall be immediately referred to the licensing authority. If the ASC/AOC/JJSD 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/JJSD may cancel the contract immediately upon notice to the Group Home and may remove the residents.
 - a. When a Contractor is notified by an administrative licensing body that the licensing authority has determined that a license violation has occurred or is occurring, or that an emergency license suspension occurs, the Contractor shall immediately notify the ASC/AOC/JJSD Contract Officer via phone, fax or e-mail of the occurrence. Written notification to the ASC/AOC/JJSD is required and must follow within twenty-four (24) hours.
 - b. A Group Home's record of contract violations and licensing violations may be considered by any contracting authority when it evaluates any requests for proposals.

SECTION III - CLIENT RIGHTS

29. Client Rights

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

jurisdiction has found that the client is unable to exercise a specific right or category of rights;

- vi. To submit grievances to agency staff members and complaints to outside entries and other individuals without constraint or retaliation;
- vii. To have grievances considered by a contractor in a fair, timely and impartial manner;
- viii. To seek, speak to, and be assisted by a legal counsel of the client's choice at the client's expense;
- ix. To receive assistance from a family member, designated representative, or other individual in understanding, protecting, or exercising the client's rights;
- x. To have the client's information and records be confidential and released only as permitted by state or federal law, court order or as authorized in writing by the client's legal guardian;
- xi. To privacy in treatment, including the right not to be fingerprinted, photographed, or recorded except:
 - a. For photographing for identification and administrative purpose as provided by A.R.S. Title 36-507 (2).
 - b. For video recordings used for security purposes that are maintained only on a temporary basis.
 - c. For any other event or purpose, written consent by parent/guardian must be obtained immediately prior to the event and upon full disclosure of the intended use of the image. Use of an image(s) for promotion, marketing and financial gain is strictly prohibited.
- xii. To review, upon written request by the client's legal guardian, the client's record during normal agency business hours or at a time agreed upon between the client's legal guardian and the contractor;
- xiii. To be provided with a verbal explanation of the proposed treatment/services, including the intended outcome, any procedures involved in the proposed treatment/services, potential risks or side effects, and other alternatives to the proposed treatment/services.
- 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/service 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 Department of Child Safety (DCS), and local emergency numbers.

30. Privacy

- A. **Space.** For out-of-home programs, the Contractor's space and furnishings shall be arranged to enable the Contractor to provide supervision while respecting the client's right to privacy.
- B. **Communication.** For out-of-home programs, the Contractor shall allow the client private and uncensored communication and visits with family members or other visitors when such visits do not interfere with treatment activities or are not contraindicated by the client's treatment plan or Superior Court order.
- i. Restriction of communication or visits required for therapeutic reasons shall be determined with the client, the client's parents, the family, the probation officer, the therapist or counselor, and the designated representative or guardian and shall 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 executed form in the client's record. Use of an image(s) for promotion, marketing and financial gain is strictly prohibited.

31. Work for Clients

- A. **Compensation.** Clients may engage in labor if the labor is compensated in accordance with the Fair Labor Standards Act, 29 U.S.C. § 206 or the state minimum wage law, whichever is more stringent.
- B. **Chores.** Clients may participate in routine household activities designed to enhance or develop independent-living-skills functioning in accordance with an established program or the client's treatment/service plan. At no time shall routine

household activities and maintenance endanger the health, safety and welfare of the clients. Contractor shall take all appropriate measures to ensure client health and safety during these activities and provide adequate supervision.

32. Clothing

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

SECTION IV - GENERAL CONTRACTOR REQUIREMENTS

33. General Requirements

- A. **Contractor Orientation:** Contractors are required to attend and complete a Contractor Orientation as directed by the Contract Officer. The orientation will be provided by the AOC. Failure to complete the orientation shall be considered non-compliance and subject to Paragraph 11 “Remedies and Termination Rights” of these AOC Standard Terms & Conditions.
- B. **Qualified Staff.** The Contractor shall be staffed to meet the acuity of the client with qualified personnel to provide the quantity and type of services set forth in the Contractor’s Application. The Contractor’s personnel, interns, psychometrists or subcontractor qualifications shall meet the requirements of this Contract and be commensurate with the level of care required by clients and the client admission and discharge criteria of the Contractor.
- C. **CPR and First Aid.** There shall be a minimum of one (1) person with current certification in first aid training and one (1) person with current cardiopulmonary resuscitation certification from a program approved by the American Heart Association, the American Red Cross, the Licensing Office of the Arizona Department of Health Services, or the Office of Licensing and Regulation for the Arizona Department of Child Safety (OLR), 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 may not apply to staff providing in-home services, mentoring services outside of a facility or big brother/big sister programs.
- D. **Operating Policy.** The Contractor shall have written policies that implement these AOC Standard Terms & Conditions of the Contract; including, but not limited to, incident reporting, participation by probation officers in treatment/service planning, case staffing and discharge planning, client file documentation and storage and dissemination of client records.
- i. **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.
- ii. **Terms and Conditions of Juvenile Probation.** The Contractor shall at all times be aware of and informed about the juvenile’s terms and conditions of probation, in order to assist and encourage compliance.

34. Personnel Policies and Organization Chart

- A. **Personnel Policies.** The Contractor shall establish written policies describing the required minimum qualifications of its personnel, including subcontractors.

Personnel policies shall include standards governing the ethical conduct of personnel and confidentiality of information in compliance with Paragraph 21 of these AOC Standard Terms & 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 the state licensing authorities, these AOC Standard Terms & Conditions and the applicable AOC *Service Specifications*.

- B. **Policies Concerning Volunteers, Interns, Psychometrists and Subcontractors.** If the Contractor uses subcontractors, volunteers, interns or psychometrists to provide direct services to clients, it shall have written policies setting forth the qualification requirements and the specific responsibilities relative to the provision of those services. The policies shall also address screening, training, and orientation of the volunteers/interns/psychometrists/subcontractors. Subcontractor, volunteer, intern and psychometrist supervision shall be provided as outlined in Paragraph 39 of these AOC Standard Terms & Conditions. The policies and procedures shall mandate that information about each subcontractor, volunteer, intern or psychometrist be retained in the Contractor's files according to Paragraph 44 of these AOC Standard Terms & Conditions. *Note: Approval by the AOC must be received by the Contractor prior to the provision of service by interns or psychometrists.
- C. **Organizational Chart.** Where applicable, the Contractor shall have an organizational chart identifying all personnel positions. The chart shall clearly indicate lines of supervision, authority and accountability.
- D. **Professional Conduct:** The Contractor shall have written standards and disciplinary policies describing the expected ethical behavior of staff, including standards and policies regarding social media contact/communication between current and/or former juvenile clients and the Contractor, Contractor's personnel or non-employees, subcontractors, volunteers, interns or psychometrists who provide or may provide direct or indirect services to court-referred juveniles.

SECTION V - MINIMUM PERSONNEL QUALIFICATIONS TO PROVIDE SERVICES TO CLIENTS

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

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

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

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

A. Any person who provides the professional services referenced in Paragraph 35 of these AOC Standard Terms & 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 (or higher degree as required in applicable AOC *Service Specifications*); have two years documented full-time experience in the preceding five years working with the client population(s) being served; 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. 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.

- d. 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.
- iv. Non-Licensed Ph.D. level staff, that are not clinical psychologists and are not licensed by the Arizona Board of Psychologist Examiners, shall be licensed to practice independently by the Arizona Board of Behavioral Health Examiners pursuant to A.R.S. Title 32, Chapter 33, or must meet the standards listed in of Paragraph 36. The person must have a minimum of two years documented full-time experience in the preceding five years working with the client population(s) being served.
- v. Nurse Practitioners providing the services specified in Paragraph 35 of these AOC Standard Terms & Conditions shall be licensed by the Arizona Board of Nursing pursuant to A.R.S. Title 32, Chapter 15. The person must provide services within the scope of their license and have two years of documented full-time experience in the preceding five years working with the client population(s) being served.
- vi. Physician Assistants providing the services specified in Paragraph 35 of these AOC Standard Terms & Conditions shall be licensed by the Arizona Board of Medical Examiners pursuant to A.R.S. Title 32, Chapter 25. The person must provide services within the scope of their license and have two years of documented full-time experience in the preceding five years working with the client population(s) being served.
- vii. Registered Nurses providing the services specified in Paragraph 35 of these AOC Standard Terms & Conditions shall be 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. The person must provide services within the scope of their license and have two years of documented full-time experience in the preceding five years working with the client population(s) being served.

B. Licensed Agency Personnel. Agency Personnel qualified to provide assessment, treatment/service planning, and counseling services, must meet the qualifications set forth in the applicable service specification and when not specified in the specification must meet all the following minimum qualifications:

- i. Hold a minimum of a bachelor's degree in behavioral health or social sciences or in a healthcare/medical field from a fully accredited college; and
- ii. Have a minimum of two (2) years documented full-time experience providing therapeutic or non-therapeutic treatment services to the juvenile justice population; and

- iii. Staff must currently be employed by an agency licensed by the Arizona Department of Health Services to operate as a Behavioral Health Inpatient Facility, Behavioral Health Residential Facility, and/or Behavioral Health Outpatient Treatment/Counseling Facility, as outlined in Arizona Administrative Code Title 9 Chapter 10 Article 3, 7 and 10; and
 - iv. Staff must receive clinical oversight/direct supervision by a person listed in Paragraph 36.A.i.-A.iii. at a minimum rate of four (4) hours per month.
- C. **Licensed Associate Behavioral Health Professionals.** Staff holding a Master's degree and licensed at the Associate level by the Arizona Board of Behavioral Health Examiners as defined in R4-6-210 and R4-6-211 may provide assessment, treatment/service planning, group, individual and family counseling, and other direct care services under this contract; shall have a minimum of two (2) years of documented full-time experience within the preceding five (5) years working with the client population(s) being served; shall not engage in independent practice under this contract; and shall receive clinical oversight/direct supervision at a rate of four (4) hours per month by a person listed in Paragraph 36 A. i. - iii.
- D. **Temporarily Licensed Staff.** A Master's degree clinician who possesses a temporary license from the BBHE as described in R4-6-306 (F) may provide assessment, treatment/service planning, group, individual and family counseling, and other direct care services under this contract. The person must also have a minimum of two years documented full-time experience in the preceding five years working with the client population(s) being served. The clinician must adhere to requirements of the BBHE and receive supervision by a person listed in Paragraph 36 A. i. – iii. at a rate of four (4) hours per month.
- E. **Licensure by Endorsement Requirements.** Individuals who are certified or licensed in another state and in good standing must comply with A.R.S. § 32-3274, by applying to the AZBBHE for licensure by endorsement prior to practicing independently in the state of Arizona.
- F. **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 and/or the applicable AOC *Service Specification*, 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 AOC Standard Terms & Conditions.
- G. **Documentation.** The Contractor shall document competency, experience, and training of personnel, including non-employees as outlined in Paragraphs 42, 43 and 44 of this Contract, within thirty (30) days of hire, and before allowing staff to perform services to clients under this contract.
- H. **Temporary Deferral.** The AOC does not allow deferral of education, experience,

or licensure.

- I. **Annual Personnel List.** The Contractor shall provide to the AOC a list that includes name, title, status, degree, license type and corresponding license number, and affirmation of submission of Personnel Qualification form, for all personnel and non-employees who provide direct client services on a yearly basis or upon request.

37. Qualifications for Interns, Volunteers and/or Psychometrists

- A. **Minimum Qualifications, Volunteers and Interns.** Volunteers and interns providing direct care services to clients shall be at least twenty-one (21) years of age, have a minimum of a high school diploma or GED (unless a higher degree is required by the applicable *Service Specification*) and have the experience and training necessary, and shall be competent to provide the services assigned. The Contractor shall document competency, experience, and training of volunteers and interns as outlined in Paragraph 42, 43 and 44 of these AOC Standard Terms & Conditions, within thirty (30) days of hire, and before allowing the volunteer and/or intern to perform services with clients under this contract.
- B. **Minimum Qualifications, Psychometrists.** Psychometrists must possess a minimum of a bachelor's degree with a major in psychology or a closely related field of study and must have completed training in administering and scoring tests under the supervision of a licensed psychologist, to include satisfactory completion of coursework in test interpretation, psychometrics and measurement theory, and educational statistics. Certification by the National Association of Psychometrists (NAP) or Board of Certified Psychometrists (BCP) is preferred.

The use of psychometrists by the Contractor is permitted for and shall be limited to administration and scoring of testing instruments for purposes of evaluation and diagnostic services. The psychometrist shall **not** interpret testing instruments, conduct the clinical interview or write the evaluation report. Psychometrists, regardless of employment status, shall have AOC approval before providing services to clients.

C. **Intern, Psychometrist and Volunteer Policies**

- i. Contractors using interns, psychometrists or volunteers to provide direct services to clients shall have written policies governing the provision of those services that set forth qualification requirements for, and service descriptions and responsibilities for each position. The policies shall also address screening, training, orientation, and supervision of interns, psychometrists and volunteers. Intern, psychometrist and volunteer supervision shall be provided as outlined in Paragraph 36 of this document. The policies and procedures shall mandate that information about each intern, psychometrist or volunteer be retained in the Contractor's files according to Paragraph 44 of these AOC Standard Terms & Conditions. A documented review of all written policies shall be conducted annually.
NOTE: A contractor must submit the appropriate written agreement for

interns to the AOC for approval prior to the provision of services by interns or psychometrists. These agreements may be obtained by contacting the AOC Contracts Unit.

- ii. **Professional Conduct.** The Contractor shall have written standards and disciplinary policies describing the expected ethical behavior of interns, psychometrists and volunteers including standards and policies regarding social media contact/communication between current and/or former juvenile clients and the Contractor and Contractor's interns, psychometrists or volunteers who provide or may provide direct or indirect services to court-referred juveniles.

38. Qualifications of staff to provide Non-Clinical Assessments, Service Plans, and Direct Care Services

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

- A. **Paraprofessionals.** Personnel and non-employees, including interns providing non-clinical assessment, service planning, case management and non-clinical interventions to clients shall be at least twenty-one (21) years of age; possess a minimum of an Associate Degree in a human service related field or two (2) years directly related experience to the juvenile justice population. A minimum of a high school diploma or general education diploma (GED) are required. Paraprofessionals may provide direct services only under the direct supervision of staff meeting the qualifications per Paragraph 39.
- B. **Direct Care Personnel.** Personnel and non-employees including interns, providing direct care services to clients shall be at least twenty-one (21) years of age, possess a high school diploma or general education diploma (GED), and have relevant experience and training with the population being served. The Contractor shall restrict direct care staff, to providing non-therapeutic services such as, but not limited to, life skills education and training, recreational and social activities, and milieu activities to clients. Direct care personnel shall be competent, and have the experience and training necessary, to provide the services assigned but only under the direct supervision of staff meeting the qualifications as described in Paragraph 39.
- C. **Documentation.** The Contractor shall document competency, experience, and training of personnel, including non-employees, interns and sub-contractors, as outlined in Paragraphs 42, 43 and 44 of this Contract, within thirty (30) days of hire, and before allowing staff to perform services to clients under this contract.
- D. **Failure to Use Qualified Personnel or Non-Employees.** If the Contractor provides services through personnel or any non-employees, interns or sub-

contractors 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 AOC Standard Terms & Conditions.

- E. **Temporary Deferral.** The AOC does not allow deferral of education, experience or licensure.

SECTION VI - SUPERVISION

39. Supervision

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

- A. **Direct Care Personnel (Non-Therapeutic) Supervision.** Supervision shall be a minimum of four (4) hours per month for direct care personnel who work 20 or more hours per week by a person who is at least:
- i. The holder of a bachelor's degree in a field of study related to human services granted by an accredited college or university with a minimum of three (3) years' work experience in a behavioral health setting and relevant to the person's area of supervision;
 - ii. The holder of a master's degree in a field related to human services granted by an accredited university with a minimum of two (2) years' work experience in a behavioral health setting and relevant to the person's area of supervision;
 - iii. The holder of a doctorate in a field of study related to human services from an accredited university with a minimum of one (1) year of work experience in a behavioral health setting and relevant to the person's area of supervision; or
 - iv. A registered nurse who has a minimum of three (3) years' work experience in a behavioral health setting and relevant to the person's area of supervision.
- B. **Direct Care Professional Personnel (Therapeutic) Supervision.** Supervision shall be a minimum of four (4) hours per month for direct therapeutic professional services for direct care personnel who work 20 or more hours per week. Clinical supervision/oversight shall be provided by a person listed in Paragraph 36 A. i - iii.
- C. **Documentation.** The Contractor shall document and retain in the appropriate file, that each of the personnel described in Subparagraph A. has received the supervision described in the Subparagraph. The supervision and documentation shall occur contemporaneously. The documentation shall be in a clear and consistent manner and consist of all items below.
- 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. Consultation regarding the services being delivered, which may include, but is not limited to, clinical issues and skills, unique needs of the client and family, record keeping and documentation, training and development plans, competency determinations, administrative and programming issues;
- vi. Whether the supervision occurred in a group or individual setting; and
- vii. Identification of staff training needs and recommendations made by the supervisor to enhance job performance, if indicated.

40. Supervision of Interns, Volunteers, and Psychometrists

- A. The Contractor shall supervise interns, psychometrists, and/or volunteers who provide direct services through direct observation and supervision. The supervision requirements are specified in this Paragraph and vary depending on the type of direct service the intern/volunteer is providing.
- B. **Professional Services.** The Contractor shall provide interns, psychometrist and/or volunteers at least one (1) hour of clinical supervision for every ten (10) hours of professional services delivered, as described in Paragraph 33. Supervision may occur individually or in a group.
- C. **Direct Care Services.** The Contractor shall provide psychometrists, volunteers and/or interns providing direct care services more than 10 hours per month at least one (1) hour of supervision or oversight for every forty (40) hours of work. Supervision may occur individually or in a group.
- D. **Documentation.** The Contractor shall document in the psychometrists, intern and/or volunteer's personnel file the supervision described in Subparagraph b and c. The supervision and documentation shall occur contemporaneously, and the documentation shall be in a clear and consistent manner that includes:
 - i. The date of the supervision;
 - ii. The name, signature, date and professional credential or job title of the supervisor;
 - iii. The name, signature, date and professional credential or job title of the person receiving the supervision;
 - iv. The duration of the supervision session;
 - v. Whether the supervision occurred in a group or individual setting; and

- vi. Identification of training needs and recommendations made by the supervisor to enhance job performance, if indicated.

41. Key Personnel

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

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

- i. Retirement;
 - ii. Dismissal;
 - iii. Resignation;
 - iv. Extended absence for more than 30 days; and
 - v. Suspension or administrative leave.
- B. The contractor must notify AOC of any changes in key personnel by the next business day. Additionally, the Contractor must submit a plan of action which addresses the vacancy of the key personnel position being vacated to the satisfaction of the ASC/AOC. If new staff is hired in response to the vacancy, the Contractor will submit a Notice of Change of Key Personnel form as outlined in Paragraph 6-E.

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

42. Orientation, Annual Training and Competency Determination

The Contractor and its' personnel and non-employees, subcontractors, volunteers, and interns shall annually complete the training required to maintain good standing with all professional and/or agency licenses.

- A. **Orientation Plan.** The Contractor shall establish a plan to provide initial orientation and ongoing training for all personnel and non-employees, subcontractors, volunteers, psychometrists and interns providing direct services to juveniles. 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/JJSD application.
- B. **Orientation.** The Contractor shall provide an initial orientation to all personnel and non-employees, subcontractors, volunteers, psychometrists and interns prior to staff providing services to juvenile under this contract. Time spent in orientation must be clearly documented in the personnel record for all personnel and non-employees, subcontractors, volunteers, psychometrists and interns and shall include:
- i. Review of the Contractor's policies and procedures;
 - ii. Review of these AOC Standard Terms & Conditions including incident reporting, applicable AOC *Service Specifications*, and contract AOC Special Terms & Conditions;
 - iii. Client rights;
 - iv. Protection of client privacy and confidentiality;
 - v. Service delivery in a culturally appropriate manner;
 - vi. Program rules;
 - vii. Fire, safety and emergency procedures;
 - viii. If applicable, basic infection control techniques, including hand washing, prevention of communicable diseases, and linen handling;
 - ix. Ethical and professional conduct;
 - x. The client record keeping requirements set forth in Paragraphs 50 & 51 of these AOC Standard Terms & Conditions; and

- xi. The staff person's dated signature affirming the orientation topics received and duration of orientation.
- xii. Volunteers under direct visual supervision and not providing ongoing direct service shall receive orientation and training relative to the scope of any services being provided to include at a minimum:
 - a. Overview of the organization;
 - b. Population served;
 - c. Protection of client privacy and confidentiality; and
 - d. Scope of the services and limitations of volunteer activity.

C. **Training Requirements and Documentation.** For each person not independently licensed who provides direct services to juveniles, 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, to include documented training on criminogenic risk, trauma-informed care, and adolescent development. All training must be relevant to the staff's job.

Within the first six (6) months of hire, a minimum of four (4) hours of trauma training must be completed.

Documentation of all training must include the date and duration of training; identified training topic; and include the dated signatures of the trainer and trainee.

D. **Staff Competency Determination and Documentation.** Except for personnel independently licensed, within thirty (30) days of hire and before permitting personnel or non-employee to perform direct care or professional services to clients, the Contractor shall determine competency (verbal, visual observation, written test, or other means) of direct service staff for the items listed below. Competency determination must be made by the staff member's supervisor or higher management who at minimum possess a bachelor's degree and experience in human services related field for the areas identified below.

Domains of Competency. Documentation of competency in the following domains shall include the dated signature of the agency staff member responsible for the staff competency determination and shall be included in the personnel file:

- i. Prevention of violent behavior or behavior harmful to the client or others;

- ii. Behavior management in crisis situations including application of least restrictive interventions through modeled practice such as role-play and demonstrated technique;
- iii. Behavior management skills and activity supervision;
- iv. Record keeping of client activities and progress toward treatment goals and measurable objectives;
- v. Recognizing and responding to high risk situations and suicide prevention techniques;
- vi. Symptomatology of clients' disorders and addictions; and
- vii. Common side effects, reactions and interactions of prescribed medications.

SECTION VIII – PERSONNEL AND RELATED FILES

43. Personnel Files

- A. **File Contents.** The Contractor shall maintain a current, individual file of the Contractor's personnel and subcontractors, including psychometrists, 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 37 of these AOC Standard Terms & 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. A copy of required professional licenses;
 - iv. Documentation of compliance with the fingerprinting requirements, and the requirement for a notarized AOC *Criminal History Affidavit* form, set forth in Paragraph 27 of these AOC Standard Terms & 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;*
 - v. Documentation of communication with DPS to confirm the validity of fingerprint clearance card or the status of the fingerprint application;
 - 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 competency determination as described in Paragraph 42-E of these AOC Standard Terms & Conditions;
 - x. Documentation of supervision, orientation, continuing education or training (including web based) as described in Paragraphs 39 & 42-C & D of these AOC Standard Terms & Conditions;
 - xi. A copy of the person's current job description and required qualifications with a dated signature indicating that they understand and agree that they meet the stated qualifications, experience requirements, and can adequately perform duties described;

- xii. If applicable, documentation of physical exam and TB testing with results and;
- xiii. Documentation of any required communication per these AOC Standard Terms & Conditions Paragraph 4-F: Related Litigation, Complaints and Investigations and any responses to any inquiry or investigation conducted by law enforcement or licensing body related to the contractor/staff's license or professional conduct may be kept in a separate file available for AOC review and inspection.

44. Files on Volunteers, Interns and Psychometrists

File Contents. The Contractor shall maintain files on non-employees, volunteers, interns, psychometrists and sub-contractors. The files shall demonstrate compliance with the requirements of these AOC Standard Terms & Conditions, and shall include the following:

- A. The person's name, birth date, address, social security and phone numbers;
- B. Documentation that the person meets the qualifications specified in this Contract to provide assigned services, including a record of dates and locations of work experience, education, and training;
- C. A copy of the person's current job description, official learning contract or service agreement and required qualifications with a dated signature of the person indicating that he or she understands and agrees that he or she meets stated qualifications, experience requirements, and can adequately perform duties described;
- D. Documentation of compliance with the fingerprinting requirements as specified in Paragraph 27 of these AOC Standard Terms & Conditions.
- E. Documentation of any disciplinary actions taken against the person;
- F. Documentation of orientation, continuing education or training (including web based) as described in Paragraphs 39 & 42-C & D of these AOC Standard Terms & Conditions;
- G. Documentation of supervision of volunteer (if applicable) and intern **during** the volunteer activity or service provided as described in Paragraph 40;
- H. Documentation of cardiopulmonary resuscitation and first aid certification, as applicable.
- I. Documentation of supervision of volunteer, intern and psychometrist as described in Paragraph 40.

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 AOC Standard Terms & Conditions.

SECTION X - CLIENT ASSESSMENT

46. Assessment

- A. **Clinical Assessment:** Except as provided in Subparagraphs C and D, the Contractor shall conduct a detailed clinical assessment and enter it in writing into a client's record within five (5) business days of the client's admission to the program. A psychiatrist, psychologist, or other behavioral health professional as identified in Paragraph 36 of these AOC Standard Terms & Conditions shall conduct the assessment.

The assessment, and the written record of it, must determine and document whether the individual meets the Contractor's service admission criteria and the necessity for treatment; and whether the Contractor has the capability and staffing to provide authorized services. The assessment must be a written narrative summary and shall include the following to be used to develop the treatment/service plan:

- i. Date the assessment was conducted;
- ii. Determination that the client meets the admission criteria for service authorized and that the Contractor has the capability and staff to provide the needed services;
- iii. Presenting issues as described by the referral source and collateral contacts (i.e. probation officer, family members, juvenile, other information provided);
- iv. Identification of criminogenic factors for the client. Clinicians should consult with juvenile probation officers regarding criminogenic factors, risk and need profiles and make use of this information as part of the assessment process;
- v. Identify protective factors (education, supportive family or guardian, stability in daily life, confidante(s), ability to regulate emotions, opportunities or plans for the future, hope, etc.) to strengthen resiliency;
- vi. Detailed social history; including traumatic experiences and events including juvenile's history of victimization;
- vii. Medical history with documentation of known allergies, required special diets, head trauma or other events that caused brain injury such as high fevers, periods of oxygen deprivation, and current and past medications;
- viii. Educational and vocational history including an Individual Education Plan (IEP) or 504 Plan;
- ix. Substance use history including family and/or juvenile, if applicable;

- x. Domestic violence history, if applicable
- xi. Legal status and history;
- xii. Current services that the client and family are receiving;
- xiii. Client and family's history of past treatment and hospitalization for behavioral health and/or substance use issues;
- xiv. Information obtained from the interview with the client, his or her parent or guardian;
- xv. DSM-5 diagnosis and co-occurring disorder, if applicable;
- xvi. Recommendation 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 AOC Standard Terms & Conditions; (only applicable for Clinical Assessment) and
- xvii. Dated signature and credentials of person completing the assessment.

- B. **Non-Clinical Assessment:** The contractor shall complete a brief written summary assessment and enter it into a client's record according to the timeframe described within the AOC *Service Specification*. This assessment may be completed by a behavioral health technician or paraprofessional. A non-clinical assessment cannot be used for clinical services.

The assessment, and the written record of it, must determine and document whether the individual meets the Contractor's service admission criteria; and whether the Contractor has the capability and staffing to provide authorized services; and shall include the following to be used to develop the service plan:

- i. Date the assessment was conducted;
- ii. Determination that the client meets the admission criteria for service authorized and that the Contractor has the capability and staff to provide the needed services;
- iii. Presenting issues as described by the referral source and juvenile;
- iv. Identification of criminogenic factors for the client. Staff should consult with juvenile probation officers regarding criminogenic factors, risk and need profiles and make use of this information as part of the assessment process.
- v. Social history; including traumatic experiences and events including juvenile's history of victimization;

- vi. Medical history with documentation of known allergies, required special diets, and current and past medications;
- vii. Educational and vocational history including an Individual Education Plan (IEP) or 504 Plan;
- viii. Substance use history including family and/or juvenile, if applicable;
- ix. Domestic violence history, if applicable
- x. Legal status and history;
- xi. Current services that the client and family are receiving;
- xii. Client and family's history of past treatment;
- xiii. Information obtained from the interview with the client, his or her parent or guardian;
- xiv. Recommendations for further assessment as applicable
- xv. Dated signature and credentials of person completing the assessment.

C. **Assessment Update.** The Contractor shall update the assessment (clinical and non-clinical) as new information is obtained that effects the client's assessment, but no less than every twelve (12) months.

D. **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 **Exemption.** The requirements of this Paragraph shall not be applicable to delinquency prevention programs unless otherwise indicated on the service specification.

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) calendar 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 or neuro-psychological examination;
- iv. Laboratory tests;
- v. Educational testing;
- vi. Occupational and recreational therapy evaluations;
- vii. Rehabilitation and vocational evaluation;
- viii. Adaptive behavior evaluation or direct observation of behavior;
- ix. Nutritional evaluations including specialized nutrition or dietary modifications; and
- x. Speech and language evaluations.

B. Record Keeping. The Contractor shall record immediately in the client's record additional information about the client's condition resulting from any evaluation conducted throughout the delivery of services to that client. At a minimum, the information shall include the Contractor's conclusions and recommendations resulting from each evaluation.

SECTION XI – CLIENT TREATMENT OR SERVICES PLANNING

48. Creating a Treatment or Service Plan

- A. **Requirement.** The Contractor shall prepare a written treatment/service plan for each client based on the Contractor’s provisional or principal diagnosis and assessment of behavior and the treatment needs, abilities, resources, and circumstances of the client. A psychiatrist, psychologist, or other behavioral health professional identified in Paragraph 36 of these AOC Standard Terms & Conditions shall prepare an individualized treatment or service plan for clients referred under this Contract. The plan shall identify the person who wrote the plan and their credentials and contain those person’s legible dated signature(s) and is based on the findings of the assessment/evaluation as set forth in Paragraphs 46 and/or 47.
- B. **Exemption.** The requirements of this Paragraph shall not be applicable to delinquency prevention programs unless otherwise indicated on the service specification(s).
- C. **Timeline.** The Contractor shall prepare and implement an individualized treatment/service plan for the program(s) and within the timelines specified below, with the exception of services that have a different requirement outlined in the AOC *Service Specification*:
- i. For outpatient services, five (5) business days after completion of the assessment or upon admission to the program and prior to the initiation of treatment services;
 - ii. For out of home care services, after completion of the assessment and within thirty (30) calendar days of program admission or unless stipulated differently in the applicable service specification.
- D. **Participants.** The Contractor shall notify the client, probation officer and, if applicable, the client’s parent, guardian, custodian or designated representative or agent in advance so that they may participate in the development of the treatment/service plan, or in any treatment plan reviews. The Contractor shall retain a copy of the notification, or documentation that it gave verbal notification, in the client record. If a client, a parent, guardian or designated representative is unable or unwilling to participate in the planning, or such participation is clinically inappropriate, the Contractor shall document the circumstances in writing and file the documentation in the client record.
- E. **Agreement to Treatment/Service Plan.** At the time that the initial plan is developed and with each subsequent review, the Contractor shall document the participation of the client, the client’s parent, guardian, and/or designated representative, and the probation officer. The Contractor shall also document the participants’ agreement to the plan by obtaining their dated signatures on the plan, or through a written record on the plan that the Contractor obtained verbal approval. Documentation in the treatment/service plan must also reflect the diagnosis and basis for treatment.

49. Contents of the Plan

- A. Treatment/Service planning should include consideration of the client's culture, perspectives, interests, and goals, which in turn can promote their investment and ownership in the intervention process. The individualized treatment/service plan(s) shall be based on the current clinical assessment and/or non-clinical assessment and evaluation and at a minimum, contain the following documented items:
- i. The date the treatment/service plan was developed;
 - ii. Methods to impact the criminogenic factors identified in the assessment;
 - iii. One or more client and family goals to achieve for improvement or maintenance of behavior, behavioral health, substance use, or adaptive functioning that are specific, measurable, understandable, and identify a target date for goal attainment;
 - iv. The services, activities, and programs planned with the client and family, identifying specific interventions and modalities to address each goal as well as the person or agency responsible for providing the interventions;
 - v. Referrals for parent/family services as appropriate; and
 - vi. Discharge criteria and goals.
- B. **Treatment Methods.** The methods used in service delivery and individualized treatment/service plan development shall be an accepted practice within the behavioral health field and demonstrate service capabilities which are appropriate to meet the client's needs, reduce delinquency risk and address responsivity factors such as age, gender and development.
- C. **Implementation.** Services provided to the client shall be directed toward carrying out the treatment/service plan; shall address the juvenile's identified criminogenic risks and needs; and shall be verified by documentation through progress notes, attendance records, pre and post-tests, and performance indicators.
- D. **Discharge Planning.** The Contractor shall document the readiness of the client for discharge and/or transition to the next level of care through Discharge Planning. This Discharge planning activity shall be developed by the Contractor in conjunction with the client, client's parent or guardian and the probation officer and document the progress made towards transition and/or discharge of the client. Discharge planning activity must begin at the initiation of services and shall be documented on the treatment plan and on each Treatment/Service Plan Update as developed by the Contractor.
- E. **Treatment/Service Plan Review and Update/Discharge Planning.** The Contractor shall ensure that the treatment/service plan is reviewed and updated by qualified personnel as identified in Paragraph 36 and 37 of these AOC Standard

Terms & Conditions, at a minimum, when measurable objectives are accomplished, when additional client deficits which need intervention are identified, or at least every ninety (90) calendar days from the initial date of the plan or as specified in the applicable service specifications. The review and update shall comply with the requirements of Paragraph 48-E of these AOC Standard Terms & Conditions. The written review shall include the following:

- i. Specific services, activities, programs and client goals added to, deleted or modified from the previous treatment/service plan;
- ii. Documentation of client's progress toward the measurable objectives previously identified on the plan;
- iii. Treatment/service plan objectives/service milestones that must still be accomplished by the client to allow for discharge or transition;
- iv. Criminogenic factors that have been targeted and methods for reducing those factors
- v. Identification of barriers to transition and/or discharge, and plans to address those barriers;
- vi. Issues which impeded treatment progress and whether such issues were client-based or agency-based;
- vii. Revised treatment/service plan objectives, including approaches, services and/or supports needed to achieve discharge or transition readiness;

F. **Discharge/Aftercare Plan.** A final document which formalizes the ongoing discussions with the client and family and/or guardian in preparation for discharge from the program or transition to a different level of care. The final discharge/aftercare plan identifies recommendations for referrals, any additional or continued services to ensure continuity of care or sustain the changes that have been accomplished in the program. It will also include identification of supports available to the client and family and/or guardian in the community and plans to access those resources. The discharge/aftercare plan shall be provided in writing to the juvenile, juvenile's parent or guardian, and the probation officer on the day of discharge.

G. **Termination Report** (See Paragraph 61-D).

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 AOC Standard Terms & Conditions.
- B. **Case Notes:** All case notes and all reports to the court / probation shall be legible (if handwritten) or computer-generated in a font that can be easily read.
- C. **Minimum Contents.** At a minimum, the record for each client shall include:
- i. An Informed Consent Form, as outlined in the definitions of these AOC Standard Terms & Conditions, which is signed by the client and the client's parent, guardian, custodian or designated representative or agent as appropriate and contains documentation that a verbal explanation has been provided to the client, client's parent, guardian, custodian or designated representative or agent. Informed consent can be accomplished by providing a verbal explanation of the client's condition and proposed treatment/services including the intended outcome, the nature of the proposed treatment/services/evaluations/assessments, any procedures involved in the proposed treatment/services, risk or side effects of the proposed treatment/services and any alternatives to the proposed treatment/services.

This requirement is not applicable to delinquency prevention programs unless the program is graphic in nature.
 - ii. A face sheet, which shall include name, address, telephone number, date of birth, person to notify in case of emergency, client's legal status, referral source, probation officer, attending or personal physician, and the admission date. All information on the face sheet shall be updated as necessary in order to keep the information accurate and timely;
 - iii. Client assessments and evaluations as specified in Paragraphs 46 and 47 of these AOC Standard Terms & Conditions;
 - iv. Documentation of client's receipt of program rules and disciplinary policies;
 - v. Copies of any consultation reports or evaluations conducted by other agencies, professionals or physicians which resulted in admission to the Contractor or are relevant to treatment and/or services to be provided by the Contractor;
 - vi. Referral form and summary, if applicable, including the reason for referral, presenting problem and medications and dosage at the time of referral;

- vii. Documentation of the delinquency risk level in the client's file as reflected on the Service Authorization Form and determined by the probation department using the AZYAS (Arizona Youth Assessment System). Additionally, document justification for group counseling placement that demonstrates that low risk juveniles are not placed in groups with medium and high-risk juveniles and that consideration was given to place client according to self-identified gender and developmental stage (early, middle, late adolescence). Documentation of the communication with the probation officer about the juvenile's criminogenic risks and needs beginning at the initiation of services and ongoing throughout the course of services.
- viii. A treatment/service plan as specified in Paragraphs 48 and 49 of these AOC Standard Terms & Conditions, including any additional requirements as listed in the appropriate AOC *Service Specification*;
- ix. A notice of treatment/service planning as specified in Paragraph 48-D of these AOC Standard Terms & Conditions;
- x. Documentation of any treatment/service plan reviews and updates;
- xi. 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; date, duration, location of service delivered; client behavior, participation, and significant events; 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;
- xii. Contractor must have original signature of client on a dated attendance form for each day as specified in the AOC *Service Specification*. The attendance documentation must be maintained for the entire length of the contract and made available for review if requested;
- xiii. Progress reports required by Paragraph 61-B of these AOC Standard Terms & Conditions;
- xiv. Evaluation reports required by Paragraph 61-C of these AOC Standard Terms & Conditions;
- xv. Documentation of incidents required by Paragraph 62 of these AOC Standard Terms & Conditions;
- xvi. 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;

- xvii. ADHS Behavioral Health Inpatient Facilities shall also have written record of physician-ordered restraint and seclusion in accordance with R9-10-225 and R9-10-316;
- xviii. 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 54-B of these AOC Standard Terms & Conditions;
- xix. Documentation of communication pertinent to the client's well-being or treatment.
- xx. The discharge/aftercare plan required by Paragraph 49-F of these AOC Standard Terms & Conditions;
- xxi. The termination report required by Paragraph 61-D of these AOC Standard Terms & Conditions;
- xxii. Documentation of the AZYAS Summary Report provided by the probation department;
- xxiii. Documentation of the client's receipt of his/her client rights as required in Paragraph 29 of these AOC Standard Terms & Conditions;
- xxiv. A copy of the Service Authorization Form (SAF) initiating and continuing services; and
- xxv. As applicable for Contractors providing out-of-home services, a copy of the physical examination and testing or other documentation related to communicable diseases (including TB) in accordance with their applicable ADHS and DCS licensing rules.

51. Client Record Maintenance

- A. **Maintenance.** The Contractor shall maintain original versions or secure electronic records, not photocopies, of client records in a locked storage location as follows:
 - i. Closed files available on request for inspection by the Contract Officer or probation personnel or adult probation personnel;
 - ii. Open files, readily available on request and in a form which permits them to be brought to a central location for inspection;
 - iii. Up-to-date entries, without error, and legible; and

- iv. Notations and progress notes written in ink, typewritten or computer printed records, and signed with original signatures;
 - v. For electronic records see Paragraph 14 of these AOC Standard Terms & Conditions.
- 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 AOC Standard Terms & 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 AOC Standard Terms & Conditions.
- F. **Disposal.** The Contractor shall dispose of client records, and any other records that contain client information, according to HIPPA, all applicable laws and regulations and Paragraph 21-A of these AOC Standard Terms & Conditions.
- G. **Personal Clothing Allowance.** For Contractors receiving personal and clothing money from the ASC/AOC, the Contractor shall record by individual client the dissemination of all personal and clothing allowance. The Contractor shall retain receipts documenting that monies are for the personal use of the youth and must be accounted for by the Contractor. Documentation should be kept in a manner that allows for review upon request. The Contractor shall also comply with the requirements for the distribution of Personal and Clothing Allowances, as outlined in the Invoice Billing Manual.

SECTION XIII - MEDICATION CONTROL

52. General Medication Control Requirements

If the Contractor is licensed, it shall administer client medications according to the ADHS, and/or the DCS licensing regulations. If the Contractor is unlicensed, it shall comply with Paragraphs 53 and 54 of these AOC Standard Terms & 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 63 of these AOC Standard Terms & 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. **Storage.** 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 person 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 client's parent, guardian, custodian or designated representative or agent, by documented authorization from the client's parent, guardian, custodian or designated representative, agent or, juvenile Superior Court. 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 its 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. **Activity Schedule.** If the Contractor is providing day programs or out-of-home services, it shall have a daily activity schedule posted in a conspicuous area accessible to all clients that demonstrates structured activities and treatment that are service appropriate. Activities identified may include areas of therapeutic, milieu, recreational, and educational focus as appropriate.
- E. **Appropriate Behavior Control Methods.** Contractor personnel shall use behavior management methods to teach clients and model acceptable behavior. The Contractor shall adhere to the regulations of their respective licensing entity(ies), and shall abide by the following additional AOC requirements:
- i. Contractor methods to promote socially accepted behavior and compliance with Contractor policies and procedures shall not be detrimental to the health, emotional or psychological well-being of the client and shall not be associated with eating, sleeping, toileting, seclusion, isolation or physical exercise as punishment.
 - ii. Contractor personnel shall not humiliate, threaten, belittle or frighten a client, or use corporal punishment, and shall not permit other personnel or other clients to do so
 - iii. Clients shall not be allowed to discipline other clients.

- iv. Contractors providing out-of-home care services shall provide initial and ongoing training to their staff utilizing a nationally recognized method of behavior management, which emphasizes the use of de-escalation techniques and avoidance of physical restraints.
- v. The use of physical restraint shall be permissible only for aggressive, violent or self-destructive behaviors, and to ensure immediate safety of the juvenile or another person and must be ended as soon as the safety issue has passed.
- vi. Physical restraint will not be used to enforce compliance with staff directives related to a non-safety issue or prevent or cease runaway behavior.
- vii. Restraints which restrict the juvenile's diaphragm or chest may result in positional asphyxia and are strictly prohibited.
- viii. Inappropriate behavior management practices, as described in this Subparagraph and/or prohibited in the Contractor's policies and procedures, are considered by the AOC to be incidents as defined in Paragraph 62-C and may be subject to immediate contract action if determined to affect the health, safety and welfare of juveniles receiving services under this contract.

F. **Service to Youth and Families with Limited English Proficiency.** For those youth and/or families with Limited English Proficiency the Contractor shall provide or arrange for the services to be provided in the language identified as preferred by the youth and family members. The Contractor shall not use the client's family members or peers to translate languages to English. The Contractor shall provide interpreters and/or translators with the education and expertise required by the specific situation.

***Guidance to assist Contractors in complying with this requirement can be found in Appendix A and on the JJSD website.**

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

SECTION XV - FOOD SERVICES

56. Food Services

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

SECTION XVI - TRANSPORTATION OF CLIENTS

57. Transportation Requirements

- A. 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 outings, at least two (2) personnel shall be required when two (2) or more clients are present. A sufficient number of personnel members shall be present on an outing to ensure the health, and safety of all youth while on the outing.
- 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, valid and unrestricted driver's license;
 - iii. No client shall be transported in portions of vehicles not constructed for the purpose of transporting people such as truck beds, campers, or any trailer attachment to a motor vehicle;
 - iv. Every client shall be seated on a seat which is securely fastened to the body of the vehicle and which provides sufficient space for the client's body;
 - v. The driver and every passenger shall comply with A.R.S. § 28-907 and 28-909 in the use of seat belts;
 - vi. Contractor personnel and clients shall not stand, sit or lay on the floor while the vehicle is in motion;
 - vii. Every vehicle used to transport clients shall have adequate heating and air conditioning;
 - viii. A first aid kit and sufficient drinking water for all clients on an outing shall be maintained in the vehicle; and
 - ix. The Contractor shall maintain on file records of all services and repairs for owned or leased vehicles for as long as the Contractor uses the vehicles.
 - x. A staff member who maintains a fingerprint card that contains a driving restriction as noted in A.R.S. §41-1758.03 D is precluded from driving any

vehicle to transport employees or clients of the employing agency as part of the person's employment.

- D. **Transport Insurance Requirements.** The Contractor shall comply with the insurance requirements specified in Paragraphs 18 and 19 of these AOC Standard Terms & 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 AOC Standard Terms & Conditions, of any traffic accident involving any client being transported by the Contractor, its transport contractor or Contractor personnel or non-employees, volunteers, or interns utilizing personal vehicles.

- G. **Emergency Information.** Emergency information shall be available in the transport vehicle for every client being transported, which shall include, information regarding each client's medication/allergy requirements and any adverse reactions which may be anticipated to occur as a result of the weather, client anxiety, delay in administration of medications or other reasons. To ensure confidentiality, such private health information shall be locked or secured in such a way as to avoid unauthorized access, loss, and/or tampering.

58. Transportation for Full & Half Day Programs

- A. For day programs, the Contractor shall provide transportation to and from programs in Contractor-operated vehicles or by public transportation if not contra-indicated by client's treatment plan. The Contractor may not transport clients to any address other than that specified in Paragraph 50-Bii of these AOC Standard Terms & Conditions without written permission from client's parent, guardian, custodian or designated representative or agent. The Contractor may not leave clients at their house if no one is home unless the client is of a suitable age. Additionally, the

Contractor may not leave clients of a suitable age if no one is home, or if the home is locked and the client does not possess a key.

- B. **Emergency Information.** Emergency information shall be available in the transport vehicle for every client being transported, which shall include, information regarding each client's medication/allergy requirements and any adverse reactions which may be anticipated to occur as a result of the weather, client anxiety, delay in administration of medications or other reasons. To ensure confidentiality, such private health information shall be locked or secured in such a way as to avoid unauthorized access, loss, and/or tampering.
- C. **Terms and Conditions of Juvenile Probation.** The Contractor shall at all times be aware of and informed about the juvenile's terms and conditions of probation ordered by the Superior Court, in order to assist and encourage compliance.

59. Transportation for Out-of-Home Programs

- A. For out-of-home programs, the Contractor shall provide transportation to and from the following:
 - i. Medical and dental appointments;
 - ii. Superior Court appearances;
 - iii. Home visits where parental transport cannot be arranged;
 - iv. Therapeutic services;
 - v. Other Superior Court-related requests or requirements;
 - vi. School;
 - vii. Recreational activities; and
 - viii. Work.
- B. **Emergency Information.** Emergency information shall be available in the transport vehicle for every client being transported, which shall include, information regarding each client's medication/allergy requirements and any adverse reactions which may be anticipated to occur as a result of the weather, client anxiety, delay in administration of medications or other reasons. To ensure confidentiality, such private health information shall be locked or secured in such a way as to avoid unauthorized access, loss, and/or tampering.
- C. **Terms and Conditions of Juvenile Probation.** The Contractor shall at all times be aware of and informed about the juvenile's terms and conditions of probation ordered by the Superior Court, in order to assist and encourage compliance.

60. Outings

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

SECTION XVII - MANDATORY REPORTING REQUIREMENTS

61. Reporting

- A. **Contract Deliverables.** The Contractor shall supply all reports specified in the Contract and applicable AOC *Service Specifications* or mandated by the Contract Officer. The Contractor shall ensure that each report is accurate, timely and thorough.
- B. **Monthly Progress Report.** The Contractor shall file a written progress report with the client's probation officer by the 10th day of each month for the prior month except where the probation department has issued a written request for an inclusive progress and termination report. The Contractor shall document on the progress report the date and method of delivery for filing the report with the probation officer.
- i. The progress report shall include, at a minimum:
- a. Date of report;
 - b. Services provided;
 - c. The client and family's response and progress in services;
 - d. Plan for engagement strategies if the client and/or family are not involved;
 - e. Primary issues addressed, including criminogenic factors addressed;
 - f. Prognosis for continuing service including barriers towards progress;
 - g. Client's anticipated discharge date and plan;
 - h. Signature and credentials of personnel completing the report.
- ii. For ADHS Licensing Behavioral Health Inpatient Facilities services a progress report is due to the court five (5) business 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, psycho-educational and psychosexual, evaluation, addendum or update to the requesting probation department, within thirty (30) business days of the evaluation appointment.

D. **Termination Report.** The Contractor shall prepare a termination report and submit to the probation officer within fifteen (15) business days of the termination of Contractor services for each juvenile and family. The contractor shall record the dissemination of the report in the juvenile's file. The report shall include but is not limited to:

- i. A summary of services provided;
- ii. Accomplishments relating to the treatment/service plan objectives and issues resolved during length of time in services;
- iii. Length of time services received;
- iv. Criminogenic factors impacted during the time in services;
- v. Criminogenic factors not impacted during the time in services;
- vi. Treatment/service plan goals which were not resolved;
- vii. Recommendations for continuing treatment/service as appropriate;
- viii. Date of termination of services;
- ix. Reason for termination of services;
- x. Referrals recommended, or community supports identified;
- xi. Date report was prepared;
- xii. Dated Contractor signature and credentials;

- xiii. For clinical services, termination reports must be prepared by a medical practitioner or behavioral health professional; and
- xiv. For *Inpatient Facilities services*, the termination report must be prepared within fifteen (15) business days of the client's termination and the report filed with the court within twenty (20) business days of the client's termination from service.

- E. **Diversity Report.** The Contractor shall by August 15, submit a Diversity Report form 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. The Contractor shall use the ASC/AOC/JJSD Diversity Report form to complete and submit the report. The submission of the diversity report is required even if no referrals were received by the contractor in the fiscal year. The report would then contain personnel diversity only.
- F. **Performance Outcomes Report.** The Contractor shall submit Annual Performance Outcomes reports to the Contract Officer. The Contractor shall use the ASC/AOC/JJSD Core Performance Outcome Report form to complete and submit the report for each service under contract, or as directed by the Contract Officer. The Contractor shall maintain a file of the completed Performance Outcome reports for review under this contract.
- G. **Other Reports.** The Contract Officer may require the Contractor to provide other reports, or to participate in reports or surveys of other entities, such as may be negotiated at the time this Contract is awarded and specified in the Contract's AOC Standard Terms & Conditions, Attachment A, Amendment or Change Order. The Contractor shall retain copies of these reports in its Contract file.
- H. **Outcome Evaluations.** The Contractor shall participate in any outcome evaluation conducted by the Contract Officer.

62. Incident Reporting

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

A. **Parties to Notify.**

- i. ASC/AOC. The Contractor shall report to the ASC/AOC/JJSD incidents involving juveniles in accordance with Paragraphs 62.B.-D. of these AOC Standard Terms & Conditions. Incidents impacting the health, safety and welfare of juveniles, **whether or not the incident involved juveniles served under this Contract**, shall also be reported to the ASC/AOC. The

incident report shall exclude identifying information for youth not funded by the ASC/AOC.

- ii. Probation Department. The Contractor shall report incidents, including but not limited to, incidents identified in Paragraphs 62.B.-E. of probation involved youth to the probation officer whether or not the youth is funded by the ASC/AOC.
- iii. Law Enforcement. The contractor shall report incidents to law enforcement as required by law and according to the Contractor's policies and procedures.
- iv. Parent/Guardian. The Contractor shall notify the parent or guardian of the incidents set forth in Paragraph 62-B through E as deemed appropriate.

B. Health, Safety and Welfare Incidents. The Contractor shall report all incidents to the ASC/AOC/JJSD impacting the health, safety and welfare of clients whether or not the incidents involved clients served under this contract. The Contractor shall follow the guidelines/timeframes set forth subparagraphs B, C, D and E for reporting and documenting of incidents.

C. Significant Incidents. The Contractor shall report the following significant incidents by telephone to the ASC/AOC/JJSD at **602-452-3448** by 12:00 noon on the next business day after the incident occurs or after becoming aware of the incident. The Contractor shall also submit a written incident report to the ASC/AOC/JJSD via fax to **602-452-3879** not later than three (3) business days after the occurrence of any of the following incidents:

- i. Death of any client/youth (whether or not funded by the ASC/AOC);
- ii. Riots, fires and/or natural disasters.

D. General Incidents. The Contractor shall report the following incidents involving clients served under this contract by submitting a written incident report to the ASC/AOC/JJSD via fax to **602-452-3879** not later than three (3) business days after the occurrence or becoming aware of the incident. **Immediate** parent/guardian notification must occur for incidents relating to items i-v below, unless contraindicated in client treatment/service plan.

- i. Homicidal or suicidal attempt or threat with a plan;
- ii. Physical assault while in contract service that requires medical treatment beyond first aid;
- iii. Medical treatment beyond first aid as a result of an injury while in a contract service;
- iv. Emergency room or urgent care visits;

- v. Request for emergency mental health stabilization provided by first responders and/or crisis intervention teams;
- vi. Sexual behavior involving staff and/or clients/youth (consensual or not);
- vii. Use of seclusion and/or restraint;
- viii. Weapons possession;
- ix. Possession or use by a client of any quantity of illicit drugs or alcohol or medications not prescribed to the client;
- x. Prescription medication errors;
- xi. Any missed medication dosages and/or medication refusals that exceed two (2) consecutive days. Note: Refusals must be discussed with the probation officer and documented;
- xii. Acts by clients or staff where the Contractor involves law enforcement, excluding runaway;
- xiii. Self-harming behavior while in contract service that requires medical treatment beyond first aid;
- xiv. Acts of inappropriate discipline or inappropriate behavior management involving clients/youth by staff; and
- xv. Traffic accidents involving clients transported by the Contractor or its personnel, non-employees or transport contractor.

E. **Additional reports/notification to the referring Probation Department.** Within three (3) hours of occurrence or becoming aware of the following incidents, the Contractor shall notify the referring Probation Department only and maintain documentation of those notifications:

- i. Runaways;
- ii. Any Department of Child Safety (DCS) report.

F. **Incident Report Form.** The Contractor shall use the ASC/AOC/JJSD Incident Report form to complete and submit incident reports. All reports must be legible and be signed by the staff who prepared the report as well as by the staff who approved the report. A fillable ASC/AOC/JJSD Incident Report form may be accessed at the JJSD website listed in the Contacts page of these AOC Standard Terms & Conditions. The completed form must be faxed to the ASC/AOC/JJSD at **602-452-3879**. The Contractor shall maintain a file of written incident reports that are available for review under this contract.

G. **ASC/AOC/JJSD Response to Incident Reports or Complaints.** The Contract

Officer shall take the following steps upon Contractor notification of an incident in Paragraphs 62-B through D:

- i. The Contract Officer shall review the verbal and written information to determine if the incident requires investigation. The Contract Officer may direct the Contractor to initiate an internal review and/or request additional information and/or require specific action;
- ii. If the Contractor's actions are such as to warrant the concern of the ASC/AOC, the Contract Officer shall investigate further or forward the information to the relevant authorities;
- iii. If the ASC/AOC/JJSD is not satisfied with the Contractor's response to an incident, the Contract Officer may take any appropriate action including those listed in Paragraph 11-D.

APPENDIX A

Limited English Proficiency (LEP) Guidance Document

Guidance for Full Procurement (Agencies)

For those juveniles and families with LEP, the Contractor shall provide or arrange for the services to be provided in the language preference identified by the juvenile and family members. The following options are available for agency contractors to address the LEP needs of juvenile and families receiving services:

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

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

<https://www.azcourts.gov/interpreter/>

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

APPENDIX B
TITLE IV-E

- A. Title IV-E: The probation officer may identify a juvenile as a Title IV-E eligible case, including cases pending eligibility. The Contractor shall conduct and document the following tasks and notification in the client file:
- i. Individual service plan: Within five (5) business days of receiving written notification of the Title IV-E status from the Probation Department, the Contractor shall review and modify the juvenile’s individual service plan to ensure the plan contains the following:
 - a. Referrals to services to support family reunification;
 - b. Family involvement, including but not limited to, family visits, parenting classes, home visits, telephone contact between family and the Contractor and/or juvenile;
 - c. Juvenile’s behavioral health and/or substance use disorder needs;
 - d. Juvenile’s medical needs;
 - e. Juvenile’s educational needs; and
 - f. Identification of juvenile and family risk or protective factors that may impact a safe and timely family reunification
 - ii. Guardian case plan: Obtain the juvenile’s Guardian case plan from the Probation Department and integrate the objectives and goals into the juvenile’s individual service plan.
 - iii. Monthly progress and discharge reports: Contractor shall submit reports which include the requirements outlined in the AOC Standard Terms & Conditions and clearly describe the juvenile’s progress/lack of progress towards goals identified in the individualized service plan. Documentation in the juvenile’s file shall support the findings in the reports.
 - iv. Home visits: Within five (5) days after the juvenile returns from a home visit the Contractor shall assess the following and communicate findings to the probation officer; all findings and records of communication shall be maintained in the client file:
 - a. The impact of the home visit relative to the juvenile’s individual service plan and goals;
 - b. Examples of the juvenile and family’s use of effective communication and conflict resolution skills;

- c. Risk and protective factors in the home that may impact family reunification; and
- d. If progress was not made during home visit, determine the juvenile's and family's needs; provide intervention and monitor progression.

B. For Residential Treatment services (ADHS licensed Behavioral Health Residential Facilities or facilities that are Nationally Accredited by either The Joint Commission (TJC); Council on Accreditation (COA) or Commission on Accreditation of Rehabilitation Facilities (CARF)); a progress report is due to the court five days prior to the Court hearing and must meet the requirements of ARS § 8-273 (G) or ARS § 8-341.01 (C) which include:

- i. The nature of the treatment provided, including any medications and the juvenile's current diagnosis;
- ii. The juvenile's need for continued residential treatment services, including the estimated length of the services;
- iii. A projected discharge date;
- iv. The level of care required by the juvenile and the potential placement options that are available to the juvenile on discharge; and
- v. 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 juvenile's mental health needs and whether the facility that is providing the residential treatment services to the juvenile is the least restrictive available alternative.

APPENDIX C
Telemedicine Services

Definition: Tele-Medicine Means the practice of health-care delivery, diagnosis, consultation and treatment, and the transfer of medical data through interactive audio, video or data communications that occur in the physical presence of the patient, including audio or video communications sent to a health care provider for diagnostic or treatment consultation. **A.R.S. § 36-3601(3)** The **AHCCCS Medical Policy Manual, Section 320-I Tele-Health**, additionally defines Tele-Medicine as the practice of synchronous (real-time) health care delivery, diagnosis, consultation and treatment and the transfer of medical data through interactive audio and video communications that occur in the physical presence of the client.

1 Other commonly used terms include: Tele-Mental Health; Tele-Behavioral health; Behavioral Tele-Health; and Tele-Practice.

1. Any provider of Tele-Medicine Health services must be licensed and insured within in the state of Arizona and must abide by **A.R.S. § 32, Chapter 19.1 and A.R.S. § 36-3601, 3602, and 3603.**

2. AOC-contracted service providers licensed by the **Arizona Department of Health Services** shall abide by the **ADHS Policy & Procedures Manual, Section 1, Chapter 400, Policy 410, Use of Telemedicine.**

3. AOC-contracted service providers licensed by the **Arizona Board of Medical Examiners**, the **Arizona Board of Psychologist Examiners**, or the **Arizona Board of Behavioral Health Examiners**, shall abide by their respective Board Rules for the practice of Tele-Medicine (or applicable term used by their respective Board).

4. AOC-contracted service providers who are also AHCCCS-contracted shall abide by the **AHCCCS Medical Policy Manual, Section 320-I Tele-Health.**

5. In addition, any AOC-contracted service providers wishing to provide clinical assessment, consultation or counseling, psychiatric consultation or medication monitoring, and/or competency restoration services via Tele-Medicine shall comply with the following **AOC-specific guidelines:**

- **AOC Contract.** The provision of contracted services via Tele-medicine must be approved by the AOC as a term on the AOC Contract (See submission guidelines below)
- **Security & Privacy.** Tele-medicine services must be provided by the client / family logging on to a secure portal, either at a court / probation-provided HIPAA-compliant site or through the client's home computer or Smart-phone. If the service is conducted at a court-provided site, then the following conditions shall be in place:

AOC TELEMEDICINE / TELEBEHAVIORAL HEALTH GUIDELINES 03-18-2020

- o No person, other than those agreed to by the person receiving services will observe or monitor the service being provided
- o The video-conferencing room door must remain closed at all times
- o A sign must be posted on the door stating that a clinical session is in progress
- o Safeguards must be provided to ensure the privacy of the session, e.g. white noise machine
- o The provider must explain the inherent confidentiality risks of electronic communication, including telemedicine services; the provider must explain the importance of not including other individuals within the session unless approved by the provider (e.g. family sessions may be planned, but the client’s friends should not be present during sessions; family members should not be present unless a family session is planned)
- o Inherent confidentiality risks of electronic communications
- o The potential for technology failure and outline of emergency procedures for when such failure may occur
- o Emergency procedures when the service provider is unavailable

- **Reimbursement.** Tele-medicine sessions are reimbursable at the same rate as in-office sessions denoted on the AOC Contract for the same service
- **Progress notes.** In addition to requirements in the **AOC Standard Terms & Conditions, Paragraph 45 for Independent Practitioners (IP) or Paragraph 50 for Agencies (FP)**, progress notes must include documentation of tele-medicine as the modality of the session and must document the physical location of the client during the session. The Progress Notes must also include any issues that came up due to the nature of the delivery of the service, e.g. the client or provider had difficulty logging on causing session to start late, problems with connectivity, loss of service during session, delay in transmission, interruptions or loss of visual at any point during the session, the necessity of crisis interventions, etc. Notation must also be made as to whether the use of this modality posed any barriers for the client, and how those were addressed.
- **Client identification.** Tele-medicine services must include direct real-time, ongoing visual interaction with the client or family, and document the client’s identification in the progress notes
- **Crisis Management:** The service provider must be familiar with crisis services or hotlines in the area where the client is located, in the event that the client is in crisis and needs immediate in-person assistance. Plans for crisis management must be discussed with the client and family prior to the initiation of services. Written documentation of crisis management plans, including local contact information and locations, must be retained in the client’s record and a copy must be provided to the client and family.
- **Confidentiality.** All provisions of **AOC Standard Terms & Conditions, Paragraph 21 (IP & FP), Confidentiality** apply; *in addition,*
- **Informed Consent.** Prior to delivery of any tele-medicine service, informed consent must be provided in accordance with **AOC Standard Terms & Conditions, Paragraph 45 for Independent Practitioners (IP) or Paragraph 50 for Agencies (FP).**The Informed Consent document must include a description of the limitations and risks associated with tele-medicine, including but not limited to:

Detailed Emergency procedures to be followed when the client is in immediate crisis (see above)

o Client and Parent/guardian signature shall include verification of their understanding and that this information was conveyed verbally and in writing.

- **PLEASE SUBMIT THE FOLLOWING TO THE AOC:**

- **For approval to utilize Tele-medicine for AOC-contracted services, the items below must be submitted. Upon approval, your contract will be revised to reflect those services which use the modality:**

- 1. Please submit a copy* of the current license, contract, and/or any related MOUs you hold for a secure platform for the delivery of tele-medicine (e.g. Zoom license) *NOTE: While Face-time, Skype, etc. may be acceptable for client-family chats or virtual visits, those platforms will not be allowed for the delivery of confidential services for which you are contracted.*

- ***ATTACHMENT**

- 2. Please list the services on your AOC Contract which you are able to provide via this modality:

- _____
- _____
- _____

- 3. Please submit a copy* of your policy(ies) related to the provision of Tele-medicine services, and your Consent to treat form(s) which address this modality.

- ***ATTACHMENTS**

- _____
- _____
- _____

- 4. Please submit a sample copy* of a Crisis Management Plan for use with clients relative to those receiving services via Tele-medicine modalities.

- ***ATTACHMENT**

- _____
- _____
- _____

- 5. Are you currently approved through AHCCCS to provide services via Tele-medicine?

_____ YES _____ NO _____ PENDING