



# ARIZONA SUPREME COURT

Administrative Office of the Courts  
1501 West Washington, Suite 221  
Phoenix, Arizona 85007

Request for Proposals

RFP 05-04

Drug Treatment and Education Fund Program Evaluation

August 3, 2005

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## SECTION 1 INTRODUCTION AND OVERVIEW

### 1. Introduction

The Arizona Supreme Court (hereinafter referred to as the Court) is requesting proposals from qualified bidders for an evaluation of the Drug Treatment and Education Fund (DTEF) program. Bidders who wish to submit a sealed proposal based upon the specifications and conditions in this document shall submit it by September 7, 2005 at 3:00 P.M. Arizona time in accordance with the schedule below.

The public opening will be conducted on September 7, 2005 at 3:00 P.M. at the Arizona State Courts Building, 1501 W. Washington, Conference Room 230, Phoenix, Arizona.

### 2. Proposers' Conference

No proposers' conference will be held.

### 3. Proposal Schedule

Activity	Date
a. Request for Proposals (RFP) published	August 3, 2005
b. Deadline to Submit Written Questions	August 26, 2005
c. Response to Written Questions/RFP Amendments	August 31, 2005
d. Proposal Due Date*	September 7, 2005

The Court reserves the right to deviate from this schedule.

**\* Proposals received after September 7, 2005, at 3:00 P.M. will be accepted but will not be opened and will not be taken into consideration in the evaluation of proposals.**

### 4. Proposal Evaluation

Following the public proposal opening, proposals will be evaluated based upon the criteria outlined in Section 4 of this document. The contract(s) shall be entered into with the responsible bidder(s) whose proposal is determined in writing to be the most advantageous to the Judicial Branch Unit taking into consideration the evaluation factors set forth in the Request for Proposals. The

Court reserves the right (prior to contract award) to inspect a vendor's facilities, and to consider other sources of information to determine evaluation scores.

No other factors or criteria may be used in the evaluation. The amount of any applicable transaction privilege or use tax of a political subdivision of this state is not a factor in determining the most advantageous proposal if a competing bidder located outside of this state is not subject to a transaction privilege or use tax of a political subdivision of this state.

If there are no bidders who adequately meet the Court's specifications and/or budget, the Court reserves the right to reject any or all proposals or parts thereof, or to reduce the scope of the project. This RFP does not commit the Arizona Supreme Court to award any contract or to pay any costs incurred in the preparation of proposals. The Court reserves the right to accept or reject, in whole or in part, all proposals submitted and/or to cancel this RFP. Multiple contracts may be awarded.

## **5. Proposal Discussions**

Discussions may be conducted with responsible bidders who submit proposals determined to be reasonably susceptible to permit a contractual agreement for the purpose of clarification to assure full understanding of, and responsiveness to, the solicitation requirements. Bidders shall be accorded fair treatment with respect to any opportunity for discussion and revision of proposals, and such revisions may be permitted after submissions and before finalization of a contract for the purpose of obtaining best and final offers. In conducting discussions, there shall be no disclosure of any information derived from proposals submitted by competing bidders.

## **6. Americans with Disabilities Act**

People with disabilities may request special accommodations such as interpreters, alternative formats, or assistance with physical accessibility. Requests should be made as early as possible to allow time to arrange the accommodation.

If you require special accommodations, please call (602) 542-9329 or text telephone (TDD) 542-9545.

## **SECTION 2 INSTRUCTIONS AND PROCEDURES**

1. Necessary Documents. Vendors who wish to submit proposals for RFP 05-04 shall complete all necessary documentation as identified in Section 5 of this Request for Proposals.
2. Specifications. The specifications included in this package provide adequate information as to whether or not vendors can meet the needs of the Court. Significant deviations from the specifications may be grounds for disqualification of the proposal.
3. Procurement Rules. The Rules Prescribing Procurement Policies and Procedures for the Judicial Branch (hereafter referred to as the Judicial Procurement Rules) adopted by the Arizona Supreme Court in accordance with the provisions of the Arizona Revised Statutes 41-2501.E are incorporated by reference herein and are made a part of this document as if they are fully set forth herein. Copies of these rules can be obtained from Don Bentley, Arizona Supreme Court at the address referenced on the cover page.
4. Subcontractors. The vendor has sole responsibility for any contracts or agreements made with any subcontractors in relationship to this RFP, and shall disclose all such agreements.
5. Vendor Certification. By submission of a proposal, the vendor certifies that:
  - A. The vendor has not paid nor agreed to pay any person, other than a bona fide employee, a fee or a brokerage resulting from the award of the contract.
  - B. The prices in the proposal have been arrived at independently without consultation, communication, or agreement, for the purpose of restricting competition as to any matter relating to such prices with any other vendor.
6. Preparation of the Proposal
  - A. Vendors are expected to examine all rules, documents, forms, specifications, standard provisions, and all instructions. These materials can be made available in alternative formats upon request. Failure to do so will be at the vendor's risk.
  - B. Each vendor shall furnish all information required by the RFP. The vendor should refer to Section 5 which contains the proposal submittal checklist, to ensure all required materials have been enclosed.

C. Time, if stated as a number of days, will be calendar days.

7. Explanation to Bidders

Any inquiries/questions related to this RFP are to be directed in writing to the contact person below. Any verbal or written inquiries directed to anyone other than the contact person specified below will not be considered. All questions must be submitted by August 26, 2005 to:

Don Bentley, Procurement Officer  
Arizona Supreme Court  
1501 West Washington, Suite 221  
Phoenix, Arizona 85007-3231  
Email: [dbentley@courts.az.gov](mailto:dbentley@courts.az.gov)  
Fax: (602) 542-9735

The question and response will be posted to the Arizona Judicial Department's website. Any explanations or clarifications given at the website will be considered added to the specifications. Interested parties must check the website at <http://www.supreme.state.az.us/rfp>.

8. Submission of Proposal

- A. Sealed proposals are due on or before September 7, 2005 at 3 P.M. to Don Bentley, Arizona Supreme Court, 1501 West Washington, Suite 221, Phoenix, Arizona 85007-3231. Proposals must be in the actual possession of the Court on or prior to the exact time and date indicated. Late proposals will not be considered under any circumstances.
- B. **Proposals must be submitted in a sealed envelope with the RFP number and the vendor's name and address clearly indicated on the outside of the package.** All proposals must be completed in ink or be typewritten.
- C. The vendor must submit one original and four (4) copies of each proposal.
- D. Vendors submitting a proposal shall indicate the vendor's name and the RFP number on each page of the document.
- E. Erasures, interlineations, or other modifications in the proposal must be initialed by a person authorized to sign the proposal and contract.

9. Public Opening

A public opening of proposals shall be held on September 7, 2005 at 3:00 P.M. at the Arizona State Courts Building, 1501 W. Washington, Conference Room 230. At that time, the name of each vendor shall be publicly read and recorded. All other information contained in the proposal shall be confidential so as to avoid disclosure of contents prejudicial to competing vendors during the process of negotiation. This record shall be open for public inspection after a contract is entered into. However, where the vendor designates, and the court concurs, trade secrets or other proprietary data contained in the proposal documents shall remain confidential.

10. Contract

The contract(s) shall be entered into with the responsible vendor(s) whose proposal is determined in writing to be the most advantageous to the Judicial Branch Unit, taking into consideration the evaluation factors set forth in the RFP.

## **SECTION 3 SPECIFICATIONS**

### **PROJECT INTRODUCTION**

The Drug Treatment and Education Fund (DTEF) was established by the voters of Arizona as a result of the Drug Medicalization, Prevention and Control Act that passed in the November 1996 General Election. The Act became effective as A.R.S. § 13-901.01 (Attachment A) in December of 1996 and required that “a person convicted of personal possession or use of a controlled substance as defined in § 36-2501, as a condition of probation, shall participate in an appropriate drug treatment or education program administered by a qualified agency or organization that provides such programs to persons who abuse controlled substances” (Arizona Code of Judicial Administration 6-205 – Attachment B). The DTEF, pursuant to A.R.S. § 13-901.02 (Attachment C), is comprised of a portion of the Luxury Privileges Tax, which originates from tax on wine, beer, and spirituous liquor. The monies generated are channeled through the Administrative Office of the Courts (AOC) and distributed equally between the AOC, Adult Probation Services Division (APSD) for the DTEF and the Arizona Parents Commission on Drug Education and Prevention. The statutory requirements of the DTEF (Arizona Code of Judicial Administration 6-205) outline the parameters for implementation of the fund for the Superior Court adult probation departments in each county.

Research has indicated that substance abusing offenders are often not amenable to traditional approaches due to frequent errors in thinking, anti-social attitudes, criminogenic values and needs, and a pre-contemplative motivation to change. As a result, Arizona’s response was to provide alternatives to the increasing number of substance abusing offenders who were being incarcerated. Therefore, Arizona developed and designed a continuum of care service delivery system for substance abusing, non-violent offenders that ranged from education to long-term residential treatment. In addition, Arizona sought to challenge traditional substance abuse theories and approaches by centering on research-based treatment methodologies and adhering to the tenants of effective practices as set forth in the 1999 National Institute of Drug Abuse (NIDA) publication: Principles of Drug Addiction treatment – A Research-Based Guide (Attachment D).

The continuum of services was developed as a cooperative relationship between the treatment provider and the probation system through collaborative planning and information sharing. Treatment intervention is prescribed based upon the offender’s need, which is derived through an assessment protocol. The defining strength of the continuum of services in Arizona is the incorporation of “best practices” services as opposed to the reliance on a singular program intervention. Effective treatment practices focus on changing dynamic characteristics that have been proven to contribute to criminal behavior. There has been a collective effort among Arizona county probation representatives and treatment providers to identify and utilize

treatment strategies suggested by the “what works” literature for criminal offending substance abusers.

The designed continuum of care service delivery system is comprised of: Substance Abuse Education Programming, Standard and Intensive Outpatient Programming, Day-Treatment, and Short Term and Long Term Residential Programming. A pre-treatment, Motivational Enhancement component is prescribed for offenders who are assessed as not yet ready to benefit from a treatment intervention and is currently only utilized in Maricopa County, as is Lapse/Relapse Prevention, which consists of a collection of strategies intended to enhance self-control. This service delivery continuum is based on the assessment and matching process that occurs during the pre-sentence stage with a standardized substance abuse screening tool (Adult Substance Use Survey, Wanberg 1994). The goal is to match specific offender needs with contracted treatment service providers. Currently, contracted treatment providers are required, if receiving DTEF funds, to utilize research-based intervention strategies as well as comply with strict contractual agreements that outline participation, education, and licensing requirements.

Arizona’s move towards non-traditional sentencing practices in conjunction with treatment services for special offender needs was designed to address the concurrent problems of substance use and criminal conduct with the following objectives: 1) to improve the treatment intervention of substance abusing offenders through accurate assessment of the offender’s substance abuse problems and treatment needs; and 2) to reduce the drug use and criminal activity for substance abusing offenders through matched treatment services and probation supervision. The hypothesis of the DTEF program, relative to the above objectives, is that if substance abusing offenders could be accurately and effectively assessed as to their risk/need level and degree of substance abuse problem **and** if they could be matched with the most effective intervention that recognized their special population cognitive therapeutic needs **and** if their criminogenic needs and substance abusing behaviors were reduced and/or eliminated, they would be less likely to commit future offenses and improve their overall quality of life. Furthermore, the community would be safer and jails/prisons would be less crowded allowing for increased and longer incapacitation of violent and chronic offenders.

Each fiscal year the APSD generates an annual legislative report of DTEF dollars spent, treatment program outcomes, and the cost savings of diverting offenders from prison through treatment (DTEF Report Card Detailing Years 2001 -2004 – Attachment E). Each local probation department participates in data collection although not every department utilizes a standard method of data collection or data management system. Currently, two data management systems exist; the *Probation Information Management System* (PIMS), which is utilized in eleven of the fifteen counties and the *Adult Probation Enterprise Tracking System* (APETS), which is utilized in the remaining four counties. Eventually the State of Arizona will uniformly report on one data management

system (APETS). Until then, data for the DTEF Report Card is pulled from both data management systems.

## PROJECT INTENTION

The AOC is seeking an evaluation of the current continuum of care service delivery system to determine if:

- the DTEF program objectives are being met
- each component and the overall continuum of care services delivery system is effective
- the program is reaching its target audience
- substance abusing behavior has been reduced among those sentenced pursuant to A.R.S. § 13-901.01

An evaluation of this nature should include all of Arizona's fifteen counties and contain process and outcome components. Each of these components is described in detail below. **There is some time pressure on this evaluation and researchers should be prepared to complete the overall evaluation within one year from the time the contract is awarded.**

### 1. Process Evaluation

The process evaluation component must identify the current assessment process and delivery of services at the County level, in addition to:

- a. Determine if the delivery of services continuum is being implemented consistent with the intent of the legislation.
- b. Evaluate the assessment and matching process as well as the duration of time between placement on probation and placement in treatment.
- c. Identify the demographic and offense characteristics of offenders being placed in DTEF funded treatment including characteristics of those more likely to succeed/complete treatment.
- d. Assess the types of treatment being administered and characteristics of treatment programs that have higher completion rates.
- e. Make recommendations to improve service delivery and to resolve any problems encountered.
- f. Address the extent to which the contracted substance abuse treatment programs are achieving their defined goals and whether they actually meet the requirements outlined in the contractual agreement.
- g. Recommendations should be drawn that address the value and viability of the existing contracted substance abuse treatment programs.

## 2. Impact Evaluation

The impact evaluation component should address the extent to which the DTEF program is achieving its objectives and hypothesis on whether the program is affecting retention and relapse rates.

- a. Compare social characteristics of DTEF funded offenders versus non-DTEF funded offenders.
- b. Compare relapse rates of DTEF funded offenders versus non-DTEF funded offenders.
- c. Compare recidivism rates of DTEF funded offenders to non-DTEF funded offenders.
- d. Compare the overall probation supervision completeness of DTEF funded offenders versus non-DTEF funded offenders.
- e. Identify whether the number of programs an offender is allowed to begin and/or participate in has an impact on whether they complete a substance abuse program.
- f. Compare DTEF program in-house treatment counselors/programs to referred counselors/programs and identify the effectiveness of each.
- g. Develop meaningful outcome measures.

## **PROJECT EXPECTATIONS**

Evaluators should be prepared to deliver a focused, relevant, and practical overall project report that provides clear documentation of the methodology and findings as well as realistic recommendations for improvement. This report should include an executive summary that describes the primary findings of the evaluation. The body of the report will include detailed findings as well as supporting documentation for each of the findings. Each County and treatment provider should be reported on separately as part of the overall findings.

The process evaluation should be addressed first, the impact evaluation second, and the cost analysis third. Additionally, both qualitative and quantitative findings should be combined to provide a coherent picture of the process and impact of the DTEF program.

Evaluators will also be expected to maintain regular contact with the APSD of the AOC through monthly progress reports. These reports should include specific information concerning progress and projected time-lines for the completion of each segment of the overall evaluation. In addition, the methodology and all reports must be reviewed and approved by the APSD of the AOC.

**SECTION 4  
PROPOSAL EVALUATION CRITERIA**

Proposals will be evaluated in two phases:

1. An initial review to determine the responsiveness of the proposal to the requirements for the Request for Proposals (RFP). For a proposal to be considered responsive, it must meet the following tests:
  - A. A sealed original and 4 copies must be physically in the possession of the Arizona Supreme Court, 1501 W. Washington, Suite 221, no later than September 7, 2005 at 3:00 P.M. Arizona time.
  - B. The proposal must include all required items on the Proposal Submittal Checklist (Section 5).
  - C. The original and all copies of the proposal must be in ink or typewritten.
2. An in-depth analysis and evaluation will be based upon the following criteria. The evaluation criteria are listed in order of relative importance.

<b>Evaluation Criteria</b>	<b>Relative Importance</b>
A. Theoretical Framework and Methodology Proposed (Including literature review, project plan)	45%
B. Relevant Research Experience (Including vitae and/or relative publications/reports)	30%
C. Cost (Inclusive of all indirect costs)	25%

## **SECTION 5 PROPOSAL SUBMITTAL DOCUMENTS**

The following materials must be submitted as part of a vendor response:

1. Proposal Submittal Letter (see page 14)
2. Three references (see page 15)
3. Vendor Profile (see page 16)
4. Proposal pricing sheets, with indirect costs included in the total cost.
5. A description of exceptions (if any) to the sample contract terms provided in Section 6 of the RFP. Any exceptions to the sample contract terms must be noted in the vendor response.
6. A description of the theoretical framework and proposed methodology.
7. A detailed project plan including time frames, milestones, estimated start and completion times, and order in which counties shall be visited.
8. A curriculum vitae for each participating researcher.
9. A description of any relevant research authored by the proposer(s).
10. Acknowledgments that all resources involved in the project are the proposer's resources.
11. Additional Data (any additional descriptive/narrative data the vendor wants to submit).

**PROPOSAL SUBMITTAL LETTER**  
**(Use as page 1 of proposal)**

Mr. Don Bentley  
Arizona Supreme Court  
Administrative Office of the Courts  
1501 W. Washington, Suite 221  
Phoenix, Arizona 85007-3231

Dear Mr. Bentley:

In response to your Request for Proposals (RFP) number 05-04, the following response is submitted

In submitting this proposal, I hereby certify that:

1. the RFP has been read and understood;
2. my company will comply with the requirements set forth in the RFP;
3. the materials requested by the RFP are enclosed;
4. all information provided is true, accurate, and complete to the best of my knowledge;
5. this proposal is submitted by, or on behalf of, the party that will be legally responsible for service delivery should a contract be awarded.

\_\_\_\_\_  
Signature of Authorized Official Date

Name of Signatory: \_\_\_\_\_

Company: \_\_\_\_\_

Title: \_\_\_\_\_ Phone: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Federal Employer ID# or SSN#: \_\_\_\_\_

**PROPOSAL REFERENCES**

**(Use as page 2 of proposal)**

Vendors shall provide at least three (3) references (Phoenix or Tucson metropolitan areas preferred). Please provide the following information for each reference:

- CLIENT NAME:** Identify the name of the client or site as appropriate.
- CONTACT NAME:** Identify who the point of contact at the client or site should be.
- CONTACT INFORMATION:** Provide the address and telephone number where the client or contact can be reached.
- PROJECT DESCRIPTIONS:** Attach brief descriptions of projects performed for the references provided.

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<u>CLIENT NAME</u>	<u>CONTACT NAME</u>	<u>CONTACT INFORMATION</u>
1. _____	_____	_____
2. _____	_____	_____
3. _____	_____	_____

## **VENDOR PROFILE**

(Information can be on a separate sheet)

What is the physical address, mailing address, and fax number of your company's main office?

Who in your company will be our primary point of contact during the proposal evaluation process? (Please provide name, title, direct phone number, e-mail address, fax number, and mailing address).

Who in your company is authorized to negotiate a contract with us? (Please provide name, title, direct phone number, fax number, and mailing address).

Provide a brief history of your company.

Indicate the total number of employees in your company and their distribution by function.

Provide most recent annual report and financial statement.

Comment on any partnership(s) with other vendors.

**SECTION 6**

Contract No. \_\_\_\_\_

Arizona Supreme Court  
Administrative Office of the Courts

**PERSONAL SERVICES CONTRACT**

This Contract is made by and between the ARIZONA SUPREME COURT, herein referred to as "Court," located at 1501 W. Washington, Phoenix, Arizona 85007, and \_\_\_\_\_, herein referred to as "Contractor," a \_\_\_\_\_ doing business at \_\_\_\_\_.

**Recitals**

1. The Arizona Supreme Court, through the Administrative Office of the Courts, is responsible for administering the Drug Treatment and Education Fund (DTEF), which is distributed to the superior court probation departments to cover the costs of placing persons in drug education and treatment programs administered by a qualified agency or organization that provides such programs to persons who abuse controlled substances. The DTEF program was designed to address the concurrent problems of substance use and criminal conduct and is the result of Arizona's move towards non-traditional sentencing practices in conjunction with treatment services.

Pursuant to statute (A.R.S. § 13-901.02), the Administrative Office of the Supreme Court shall prepare, at the end of each fiscal year after 1997, an accountability report card that details the cost savings realized from the diversion of persons from prisons to probation. As a supplement to the report card, the Administrative Office of the Courts, Adult Probation Services Division is seeking a process and outcome evaluation on the program as it has been implemented.

2. The Contractor specializes in \_\_\_\_\_ and can perform the work specified in this Contract within the time limits established by the Court.

3. The Court desires to employ the Contractor to perform the \_\_\_\_\_ described in Request for Proposals No. 05-04.

Now, therefore, in consideration of the mutual promises set forth in this Contract, the parties agree as follows:

**Terms and Conditions**

**1. Duration of Contract**

a. Duration. This Contract shall begin on \_\_\_\_\_, 20\_\_\_\_, and shall terminate on \_\_\_\_\_, 20\_\_\_\_.

b. Extension of Term. The Contract may be extended beyond the basic term by mutual agreement of the parties. To extend the term, Court shall provide written notice to Contractor of its desire to extend the Contract not less than 60 days prior to the expiration of the Contract term or any subsequent extension. If both parties agree, any extension shall be effected by an amendment to the Contract signed by both parties. Contract extensions are subject to the availability of funds.

2. **Description of Services**

Contractor shall perform an evaluation of the Drug Treatment and Education Fund (DTEF) program as described in Request for Proposals 05-04 and provide the services described in the attached proposal dated \_\_\_\_\_, 20\_\_, which is incorporated herein by reference.

3. **Payment for Services**

a. Payment Schedule. The Court shall pay the Contractor the total sum of \_\_\_\_\_ Dollars (\$\_\_\_\_\_), as work is completed in accordance with the following schedule:

<u>Phase of Work</u>	<u>Payment</u>
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b. Method of Payment. Contractor shall submit a statement or invoice for services performed at the conclusion of each phase of the work to be performed. Subject to the availability of funds, Court shall process and remit to Contractor within 30 days of the date of receipt of Contractor's statement or invoice a warrant for payment of services. Court will provide the Contractor with a contract number and the Contractor will reference the number on all invoices.

c. Maximum Payments. The total amount paid under this Contract shall not exceed \_\_\_\_\_ Dollars (\$\_\_\_\_\_ ) and shall include all services and related expenses such as travel charges, per diem costs and all applicable taxes.

4. **Availability of Funds**

Payments for contractual obligations are contingent on funds for that purpose being appropriated, budgeted, and otherwise made available, and the provisions of this contract shall be effective only when funds appropriated for the purpose of compensating Contractor actually are available to the Court for disbursement. The Administrative Director of the Courts shall be the sole judge and authority in determining the availability of funds under this Contract and shall keep the Contractor informed as to the availability of funds. The Court shall not be liable for any purchases or subcontracts entered into by Contractor in anticipation of funding.

5. **Assignments and Subcontracts**

No rights or obligations under this Contract shall be assigned, delegated, or subcontracted in whole or in part, without the prior written approval of the Court.

6. **Other Contracts**

The Court may perform additional work related to this Contract or award other contracts for such work. The Contractor shall cooperate fully with such other contractors or state employees in the scheduling of and coordination of its own work with such additional work.

7. **Confidentiality of Records**

The Contractor shall establish and maintain procedures and controls that are acceptable to the Court for the purpose of assuring that no information contained in its records or obtained from the Court or from others in carrying out its functions under this Contract shall be used or disclosed by it, its agents, officers, or employees, except as is necessary in the performance of duties under this Contract. Persons requesting such information shall be referred to the Court. The Contractor also agrees that any information pertaining to probationers or juveniles shall not be divulged, other than to employees or officers of Contractor as required for the performance of duties under the Contract, except upon the prior, written consent of the Court. Any unauthorized disclosure of confidential information shall constitute a breach of the Contract.

#### **8. Ownership of Information**

Title to all reports, information, or data, prepared by Contractor in performance of this Contract shall vest with the Court. Subject to applicable state and federal laws and regulations, Court shall have full and complete rights to reproduce, duplicate, disclose, and otherwise use all such information.

#### **9. Visitation and Inspection**

Court representatives or other appropriate agents of the state or federal government shall, with timely notice to the Contractor, be entitled to review and inspect the Contractor's facilities, its program operation, and those records which pertain to the program funded by this Contract during the term of this Contract. Any reports prepared pursuant to this section shall be made available to Contractor upon request.

#### **10. Books and Records**

a. Retention. Contractor shall retain and shall require its subcontractors to retain all financial books, records, and other documents relevant to this Contract for five years after final payment or until after the resolution of any audit questions or contract disputes, whichever is longer. Court, state, or federal auditors, as applicable, and any other persons duly authorized by Court shall have full access to, and the right to examine, copy, and make use of any and all said materials.

b. Adequacy of Records. Contractor shall reimburse Court for services that are not adequately supported and documented in the Contractor's books and records for work performed under this Contract.

#### **11. Financial Audit**

At any time during the term of this Contract, the Contractor's financial operations related to this Contract may be audited by the Court, by auditors designated by the Court, or by any other appropriate agency of the state or federal government.

#### **12. Evaluation**

Court may evaluate any services provided by the Contractor and may assess Contractor's progress and success in achieving the goals and objectives described in the service section of this Contract. Evaluation reports shall be made available to Contractor upon request.

13. **Technical Assistance**

Court, upon request, shall provide technical assistance to Contractor relative to the terms and conditions, policies, and procedures governing this Contract, and shall assist in the gathering of data within the Court's sole possession and control, but shall not be obligated to provide technical assistance in the performance of services provided under the Contract.

14. **Indemnification**

Contractor agrees to defend, indemnify, and save harmless the State of Arizona and its departments, agencies, boards and commissions, and all its officers, agents, and employees, each severally and separately, against any and all liabilities, demands, claims, damages, losses, costs, and expenses of whatsoever kind or nature arising out of, resulting from, or which would not have occurred or existed but for the negligence of the Contractor, its employees, or its agents.

15. **Insurance** Without limiting any liabilities or any other obligation of the Contractor, the Contractor shall purchase and maintain, in a company or companies lawfully authorized to do business in the State, and rated at least "A - VII" in the current A.M. Best's, the minimum insurance coverage below:

a. Commercial General Liability, with minimum limits of \$1,000,000 per occurrence and an unimpaired products and completed operations aggregate limit and general aggregate minimum limit of \$2,000,000. Coverage shall be issued on an occurrence basis and endorsed to add the State and Court as Additional Insureds with reference to this contract. The policy shall include coverage for:

- Bodily Injury
- Broad Form Property Damage (including completed operations)
- Personal Injury
- Blanket Contractual Liability
- Products and Completed Operations, and this coverage shall extend for one year past acceptance, cancellation or termination of the services or work defined in this contract
- Fire Legal Liability

b. Business Automobile Liability, with minimum limits of \$1,000,000 per occurrence combined single limit, with Insurance Service Office Inc. declarations to include Symbol One (Any Auto) applicable to claims arising from bodily injury, death or property damage arising out of the ownership, maintenance or use of any auto. The policy shall be endorsed to add the State and Court as Additional Insureds with reference to this contract.

c. Workers Compensation and Employers Liability insurance as required by the State Workers Compensation statutes, as follows:

Workers Compensation (Coverage A):	Statutory Arizona benefits
Employers Liability (Coverage B):	\$500,000 each accident
	\$500,000 each employee/disease
	\$1,000,000 policy limit/disease

Policy shall include endorsement for All State coverage for the state of hire. This coverage does not apply to any contractor exempt under A.R.S. § 23-901 where the contractor executes an appropriate waiver.

d. Professional Liability Insurance with minimum limits of \$1,000,000 Each Claim (or Each Wrongful Act) with a Retroactive Liability Date (if applicable to Claims-Made coverage) the same as the effective date of this contract. The policy shall cover professional misconduct or lack of ordinary skill for those positions providing services in the Description of Work of this contract. The policy shall contain an Extended Claim Reporting Provision of not less than one year following termination of the policy.

e. The Court reserves the right to request and receive certified copies of all policies and endorsements at any time during the term of the contract. Upon such request, contractor shall deliver the requested information within 10 calendar days.

f. Certificates of Insurance acceptable to the Court shall be issued and delivered prior to the commencement of the work defined in this contract, and shall identify this contract and include certified copies of endorsements naming the State and Court as Additional Insureds for liability coverages. The certificates, insurance policies and endorsements required by this paragraph shall contain a provision that coverages afforded will not be canceled until at least 30 days prior written notice has been given to the Court. All coverages, conditions, limits and endorsements shall remain in full force and effect as required in this contract.

g. Failure on the part of the Contractor to meet these requirements shall constitute a material breach of contract, upon which the Court may immediately terminate this agreement or, at its discretion, procure or renew such insurance and pay any and all premiums in connection therewith, and all monies so paid by the Court or the State shall be repaid by the Contractor upon demand, or the Court may offset the cost for the premiums against any monies due to the Contractor. Costs for coverages broader than those required or for limits in excess of those required shall not be charged to the Court. Contractor and its insurer(s) providing the required coverages shall waive their rights of recovery against the Court, State, and their Departments, Employees and Officers, Agencies, Boards and Commissions.

## 16. **Termination**

The Court may terminate this Contract under any of the following conditions:

a. General Procedure. The Court, in addition to other rights set forth elsewhere in the Contract, reserves the right to terminate this Contract, in whole, or in part, without cause, effective thirty (30) days after mailing written notice of termination by certified mail, return receipt requested, to the Contractor. In the event of termination, the Contractor shall stop all work as specified in the notice of termination and immediately notify all subcontractors in writing to do the same. Contractor shall be paid the Contract price for all services and items completed up to the date of termination, and shall be paid its reasonable, actual costs for work in

progress as determined by generally accepted accounting principles and practices. Upon such termination, the Contractor shall deliver to the Court a complete set of all documents, programs, and other information described in the Contract.

b. **Undue Influence.** The Court may, by written notice to the Contractor, also terminate this Contract if it is found that gratuities in the form of entertainment, gifts, or otherwise were offered or given by the Contractor or any agent or representative of the Contractor, to any officer or employee of the Court with a view toward securing a contract or securing favorable treatment with respect to the awarding or amending or the making of any determinations with respect to the performance of such Contract. If the Contract is terminated under this section, the Court shall be entitled, in addition to any other rights and remedies, to recover or withhold from the Contractor the amount of the gratuity. Paying the expense of normal business meals which are generally made available to all eligible customers shall not be prohibited by this paragraph.

c. **Conflicts of Interest.** The Court may cancel this Contract without penalty or further obligation to the State pursuant to A.R.S. 38-511, if any person significantly involved in initiating, negotiating, securing, drafting, or creating this Contract on behalf of the Court is or becomes at any time, while this Contract or any extension of this Contract is in effect, an employee of any other party to this Contract in any capacity or a consultant to any other party to this Contract with respect to the subject matter of this Contract. Cancellation shall be effective when written notice from the Court is received by all parties to this Contract, unless the notice specifies a later time.

#### 17. **Default**

a. **General Procedure.** The Court, in addition to other rights set forth elsewhere in the Contract, may at any time terminate this Contract, in whole or in part, effective ten (10) days after mailing written notice of termination by certified mail, return receipt requested, to Contractor, if it is determined that the Contractor has failed to perform any requirements of this Contract or has failed to make satisfactory progress toward performance. The Contractor shall continue the performance of this Contract to the extent not terminated under the provisions of this section.

b. **Alternative Services.** In the event the Court terminates this Contract in whole or part as provided in this section, the Court may procure, upon such terms and in such manner as it may deem appropriate, services similar to those so terminated, and unless the Contractor is a governmental agency, instrumentality, or subdivision thereof, it shall be liable to the Court for any excess costs incurred by the Court in obtaining such similar services.

c. **Partially Completed Reports.** If this Contract is terminated as provided herein, the Court, in addition to any other rights provided in this section, may require the Contractor to transfer title to and deliver to the state, in the manner and to the extent directed by the Court, such partially completed reports or other documentation as the Contractor has specifically produced or specifically acquired for the performance of such part of this Contract as has been terminated. Payments for completed reports and other documentation delivered to and accepted by the Court shall be at the Contract price. Payment for partially completed reports and other documentation delivered to and accepted by the Court shall be in an amount agreed upon by the Contractor and the Court.

#### 18. **Recoupment of Contract Payments**

a. Unearned Funds. Any unearned Court funds that have been paid to the Contractor and remain in its possession at the end of the Contract period, or at the time of termination of the Contract, shall be refunded to the Court within thirty (30) days thereafter.

b. Inappropriate Expenditures. The Contractor shall reimburse the Court for all Contract funds expended which are determined by the Court or the Auditor General not to have been spent by the Contractor in accordance with the terms of this Contract.

c. Audit Exceptions. If state or federal audit exceptions are made relating to this Contract, the Contractor shall reimburse all costs and fees of whatever nature incurred by the State of Arizona and the Court associated with defending against the audit exception or performing an audit or follow-up audit.

## 19. **Disputes**

a. General Procedure. If any dispute arising under the Contract is not disposed of by agreement between the parties then the contract administrator identified in the notice section of this Contract shall decide the dispute in writing and send a copy of the decision to Contractor. The contract administrator's decision may be appealed according to Supreme Court Administrative Policy 7.04. Pending the final decision of a dispute hereunder, Contractor shall proceed diligently with the performance of the Contract in accordance with the contract administrator's decision.

b. Arbitration. After exhausting applicable administrative reviews, the parties agree to use arbitration where the sole relief sought is monetary damages of Ten Thousand Dollars (\$10,000) or less, exclusive of interest and costs, pursuant to A.R.S. Sec. 12-1518.

## 20. **Warranty**

Contractor warrants that all non-service items furnished pursuant to this Contract shall be free from defects and shall conform to Contract requirements. Any items determined by the Court to be in nonconformity with this warranty shall be repaired or replaced, at the Court's option and at the Contractor's expense, for up to one (1) year following the completion or termination of this Contract.

## 21. **Infringement of Patents and Copyrights**

a. The Contractor, at its own expense, will defend any claim or suit which may be brought against the state for the infringement of United States patents or copyrights arising from the Contractor's or Court's use in its original form of any equipment, materials, or information prepared or developed by the Contractor in connection with performance of this Contract, and in any suit will satisfy any final judgment for such infringement. The Court will give the Contractor written notice of such claim or suit and full rights and opportunity to conduct the defense thereof, together with full information and all reasonable cooperation. If principles of governmental or public law are involved, the Court or the state may participate in the defense of any such action, but no costs or expenses shall be incurred for the account of Contractor without written consent.

b. If in Contractor's opinion, the equipment, materials, or information mentioned here is likely to or does become the subject of a claim of infringement of a United States patent or copyright, then, without diminishing Contractor's obligation to satisfy any final award,

Contractor may, with the Court's written consent, substitute other equally suitable equipment, materials, and information, or at Contractor's option and expense, obtain the right for Contractor or the Court to continue the use of such equipment, materials, and information.

## 22. **Non-Discrimination**

The parties agree to comply with all applicable state and federal laws, rules, regulations and executive orders governing equal employment opportunity, immigration, nondiscrimination, including the Americans with Disabilities Act, and affirmative action. Contractor shall include a clause to this effect in all subcontracts related to this Contract.

## 23. **Installation**

Any order, acceptance or other document evidencing a purchase under this contract for equipment or software shall describe the responsibilities of the parties regarding installation of the goods ordered, including the establishment of the date of installation.

## 24. **General Requirements**

a. **Applicable Law.** The laws and regulations of the State of Arizona shall govern the rights of the parties, the performance of this Contract, and any disputes thereunder. Any action relating to this Contract shall be brought in an Arizona court. Any changes in the governing laws, rules, and regulations during the term of this Contract shall apply but do not require an amendment.

b. **Unenforceability of Provisions.** If any provision of this Contract is held invalid or unenforceable, the remaining provisions shall continue valid and enforceable to the full extent permitted by law.

c. **Licenses and Permits.** Contractor shall, at its expense, obtain and maintain all licenses, permits, and authority necessary to do business, render services, and perform work under this Contract, and shall comply with all laws regarding unemployment insurance, disability insurance, and worker's compensation.

d. **Independent Contractor Status.** 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 of Arizona or the Court.

e. **Failure to Waive Compliance.** Acceptance by administration of performance not in strict compliance with the terms hereof shall not be deemed to waive the requirement of strict compliance for all future performance obligations.

f. **Certification of Employee Status.** Contractor certifies that no individual or agent has been employed or retained to solicit or secure this Contract for a commission, percentage, brokerage, or contingent fee, except a bona fide employee maintained by Contractor to secure business.

## 25. **Notices**

Notice required pursuant to the terms of this Contract shall be in writing and shall be directed to the Court's contract administrator and Contractor's representative at the addresses specified immediately below or to such other persons or addresses as either party may designate

to the other party by written notice. Notice shall be delivered in person or by certified mail, return receipt requested.

Notice to the Court:

Arizona Supreme Court  
Administrative Office of the Courts

[Address]

Attn: \_\_\_\_\_  
Contract Administrator

Notice to the Contractor:

[Contractor]

[Address]

Attn: \_\_\_\_\_  
Contractor's Representative

26. **Criminal History Check.**

The Court may require Contractor to provide identifying information for Contractor and any individuals working in judicial facilities or having access to judicial information for the purposes of conducting a criminal history records check for security purposes. Contractor agrees to cooperate with such requests and understands that the Court may terminate this Agreement if the results of the criminal history records check would disqualify the Contractor or individual and there is no acceptable alternative.

27. **Amendments and Waivers.** Amendments to this Contract shall be in writing and shall be signed by all parties to the Contract. To the extent that any amendments to the Contract are in conflict with the basic terms and conditions of the Contract, the amendments shall control the interpretation of the Contract. No condition or requirement contained in or made a part of this Contract shall be waived or modified without a written amendment to this Contract.

ARIZONA SUPREME COURT  
Administrative Office of the Courts

[Contractor's Name]

By: \_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

Social Security or Federal Employer Identification  
Number: \_\_\_\_\_

**ADMINISTRATIVE OFFICE OF THE COURTS  
RESEARCH PROPOSAL POLICIES & PROCEDURES  
ADULT SERVICES / JUVENILE JUSTICE SERVICES**

**A. Definitions. In this section, the following definitions apply:**

“Adult criminal records” means

“criminal history records, diagnostic evaluations, psychiatric and psychological reports, medical reports, alcohol screening and treatment reports, social studies, probation supervision histories and any other record maintained as the work product of pretrial services staff, probation officers and other staff for use by the court... including such records associated with the interstate compact pursuant to ARS §31-461.” Rule 123 (d)(2)(A), Arizona Rules of the Supreme Court.

“Closed or confidential records” means that “members of the public may not inspect, obtain copies of, or otherwise have access to such records unless authorized by law.” Rule 123 (b)(1), Arizona Rules of the Supreme Court.

“Department or Agency head” means the individual to whom authority is delegated.

“Human subject” means “a living individual about whom an investigator (whether professional or student) conducting research obtains (1) data through intervention or interaction with the individual, or (2) identifiable private information.” 45 FR §46.102

“Institutional Review Board (IRB)” means a committee that has authority to approve, require modifications in (to secure approval) or disapprove all research proposals submitted. The committee determines if the research is to be conducted in accordance with the constraints set forth by the IRB and 45 FR §46.

“Legal file” means “all pleadings, motions, minute entries, orders, or other documents as the court may order.” Rule 19 (A)(1), Arizona Rules of Procedure for the Juvenile Court.

“Minimal risk” means that “the probability and magnitude of harm or discomfort anticipated in the research are not greater in and of themselves than those ordinarily encountered in daily life...” 45 FR §46.102

“Primary data” means information collected by the researcher him/herself, for example, by interviewing individuals on probation.

“Private information” means “information about behavior that occurs in a context in which an individual can reasonably expect that no observation or recording is taking place, and information which the individual can expect will not be made public.” 45 FR §46.102

“Record” means

“all existing documents, papers, letters, maps, books, tapes, photographs, films, sound recordings or other materials, regardless of physical form or characteristics, made or received pursuant to law or in connections with the transaction of any official business by the court, and preserved or appropriate for preservation by the court as evidence of the organization, functions, policies, decision, procedures, operations, or other governmental activities.” Rule 123 (b)(12), Arizona Rules of the Supreme Court.

“Research” means a systematic investigation, testing or evaluation, designed to develop or contribute to generalizable knowledge.

“Secondary data” means information previously collected and organized by someone else, for example, data obtained from the FBI or the National Juvenile Court Data Archive.

“Social file” means a file (paper or electronic) maintained by the probation department that

“may consist of all social records, including diagnostic evaluations, psychiatric and psychological reports, treatment records, medical reports, social studies, child protective services records, police reports, predisposition reports, detention records, and records and reports or work product of the probation department for use by the court in formulating and implementing a rehabilitation plan for the juvenile and his or her family.” Rule 19 (A) (2), Arizona Rules of Procedure for the Juvenile Court.

## Purpose

The purpose of this document is to establish the guidelines and procedures for submitting and responding to internal and external research proposals to conduct research or evaluation using closed or confidential records or data supplied by the Administrative Office of the Courts (AOC). This data may take the form of adult criminal records, social file information, and other private information. This policy allows the AOC to provide information to a person who is conducting bona fide research, the results of which might provide information that is beneficial in improving adult or juvenile probation services. This policy does not apply to requests for data that have been initiated by the AOC or an individual court where the request was for that court’s data alone or to information contained in the legal file.

The word “research” takes on many different meanings from one discipline to another. Because of this, it is essential that any research proposal address a general problem, theory, or hypothesis which can contribute to the knowledge and effectiveness of current policy/practices including, but not limited to the following topics: **Justice Systems; Adult**

**Probation; Juvenile Justice; Risk and Protective Factors; Crime Prevention/Causes of Crime; Treatment/Program Strategies; Evaluation Research and Relationships between Social Factors and Crime.** For this reason, the requestor shall submit a proposal for research that contains clear and detailed descriptions of the research topic, the hypothesis to be tested, the intended methodology, the procedures for ensuring minimal risk to subjects, and the significance of the results presented.

Request Procedures.

External agencies, individuals, or employees not acting in their official capacity (for example, employees who are students) who wish to conduct research or evaluation utilizing closed or confidential data supplied by the AOC shall submit a written proposal and completed Research Request Application (Appendix A) to the research/data analyst of the division from which data is needed (Appendix B for contact information).

*{Research Request Application and proposal are hereafter referred to as the Request}.*

- a. The request shall follow the privacy and security guidelines found in Rules of the Supreme Court, Rule 123, Arizona Rules of the Supreme Court and in Section D of this policy.
- b. When applicable, the application should detail the procedures for obtaining informed consent. See Appendix C for a checklist that may be used.
- c. The AOC may charge the cost of completing the request to the requestor. The cost may involve staff time, computer time, programming costs, equipment, materials and supplies. Rule 123 (f)(3), Arizona Rules of the Supreme Court.
- d. If the request has already been approved by an IRB, the requestor shall submit the IRB proposal and approval form with the completed application. If an IRB proposal has been submitted, but approval has not yet been obtained, the requestor shall submit the proposal and application only and any AOC approval shall be contingent upon the approval of the outside IRB, which shall be forwarded immediately upon approval.
- e. For requests that do not involve an IRB, the proposal and application are sufficient (per 45 FR § 46.101). The proposal shall not exceed 10 pages.
- f. In cases where the requestor is not associated with a university and an IRB approval is needed, the requestor shall go through the IRB at Arizona State University. The IRB packet and further information may be obtained at <http://humansubjects.asu.edu>.

- g. Cooperative research requests (involving more than one agency) may submit a single request and rely upon the review of one IRB, or make similar arrangements for avoiding duplication of effort. Each requestor is responsible for safeguarding the rights and welfare of human subjects or private information that is individually identifiable as well as for complying with this policy.
- h. Upon receipt of the completed request, the division research/data analyst and managers shall review the proposal. Projects receiving initial approval by division managers shall be forwarded to the division director, affected chief probation officer/s, and/or juvenile court director/s for secondary approval. Upon secondary approval, the division director shall forward the request to the administrative director or designee for final approval.
- i. Upon final approval by the administrative director or designee, the division director shall assign a project liaison. The project liaison shall provide technical assistance as needed and determine any costs associated with the request.
- j. Data received by the requestor shall be used only for the proposed project. Any modifications or changes (including requests for additional data) shall be approved by the IRB and/or the AOC.
- k. The final report or product shall provide aggregate data only.
- l. The final report or product shall include the following statement: *Points of view and interpretation of data expressed in this document are those of the author/s and do not necessarily represent the official position or policies of the Administrative Office of the Courts, Arizona Supreme Court.*
- m. Any resulting written report shall be provided to the appropriate AOC staff and juvenile court director/adult probation chief for review and feedback prior to its submission for publication.
- n. The requestor shall submit one hard copy and one electronic copy of any publication, report or research to the appropriate county, court, or department as well as to the AOC project liaison to be maintained in a research file.

Confidentiality of Primary and Secondary Information.

The research proposal shall contain explicit information about the procedures that will be used to protect the confidentiality of both primary and secondary information. Specifically, the proposal shall address the following:

- ◆ Research personnel who will have access to the data;
- ◆ procedures for data storage;
- ◆ procedures for presentation of the report/findings to prevent identification of individuals; and,
- ◆ procedures for the final disposition of the data upon completion of the research including physical destruction and removal of identifiers (if data is not going to be destroyed).

Whenever feasible for the requested research, AOC staff will de-identify the data so that it cannot be linked back to individuals. This de-identification may include the removal of direct identifiers, collapse of discrete categories into more general ones, or replacement of identifiers.

APPENDIX A

RESEARCH PROPOSAL APPLICATION

1.	General Information	
	Principle Investigator's Name:	_____
	Organization/Agency:	_____
	Address:	_____
	City:	_____
	State & Zip Code:	_____
	Business Phone:	_____
	Business Fax:	_____
	E-Mail Address:	_____
	Associates Names:	_____
		_____

2.	If you are a student, provide the following:	
	Faculty Advisor/Sponsor:	_____
	Phone:	_____
	Is this a class project?	Yes _____ No _____
	Is this your thesis or dissertation research?	Yes _____ No _____
	Has the project been considered by an IRB?	Yes _____ Date Approved: _____ No _____

3.	Project Information	
	Project Title:	_____
	Estimated Project Start Date:	_____
	Estimated Project Period:	From: _____ To: _____

4.	Brief Description of proposed research, include major hypothesis and research design.	
	_____	
	_____	
	_____	

5.	Describe the source(s) and selection of data.	
	_____	
	_____	

6.	Benefits: Describe the anticipated benefits to the subjects or the importance of the knowledge reasonably expected from this research.	
	_____	


7.	Confidentiality and Informed Consent (if applicable): Outline the steps that you will take to protect the confidentiality of the data and any process used to obtain informed consent.

8.	Risks (if applicable): Describe the risks involved (social, psychological, physical) to the subjects and the precautions you will take to minimize the risks. Address the methods used to ensure the confidentiality of the data.
----	---

9.	<p><u>Additions</u> to or <u>changes</u> in procedures involving human subjects as well as any <u>problems</u> connected with the use of human subjects or private information that can be linked to human subjects once the project has begun shall be brought to the attention of the project liaison and approved by the IRB and/or the AOC.</p> <p>I will not initiate any contact with human subjects without approval of the AOC Division Director and appropriate Adult Probation Chief and/or Juvenile Court Director. I will also abide by the required confidentiality and data limitation measures described in the application.</p> <p>I agree that any data received shall be used for the purposes of this project only.</p>
----	--

	<p><b>Name of Principle Investigator:</b> _____</p> <p><b>Signature:</b> _____</p> <p><b>Date:</b> _____</p> <p><b>Associate Researcher(s): Name / Signature / Date</b></p> <p>_____</p> <p>_____</p> <p>_____</p>
--	--

10.	<b>Approval by the Department or Agency head:</b> I affirm the accuracy of this application and I accept the responsibility for the conduct of this research and protection of human subjects or private information pertaining to the subjects as required by law.
-----	---

	<b>Name/Signature:</b> _____ <b>Date:</b> _____ <b>Title:</b> _____

\*\*\*\*\*

**For Research & Planning Use Only:**

Additional information requested: \_\_\_\_\_ Yes \_\_\_\_\_ No

\_\_\_\_ Approved \_\_\_\_ Approved (Contingent upon receipt of IRB approval)

\_\_\_\_ Not Approved (Reason attached)

Assigned Project Liaison: \_\_\_\_\_

Project Number: \_\_\_\_\_ Assigned IRB number (if applicable): \_\_\_\_\_

\_\_\_\_\_  
Signature, Title

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature, Title

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature, Title

\_\_\_\_\_  
Date

**APPENDIX B**

Adult Probation Services Division  
Data Analyst  
1501 West Washington, Suite 344  
Phoenix, Arizona 85007-3231  
602/542-9460

Juvenile Justice Division  
Researcher  
1501 West Washington, Suite 337  
Phoenix, Arizona 85007-3231  
602/542-9443

**APPENDIX C**

**§46.116 - Informed Consent Checklist - Basic and Additional Elements**

	A statement that the study involves research
	An explanation of the purposes of the research
	The expected duration of the subject's participation
	A description of the procedures to be followed
	Identification of any procedures which are experimental
	A description of any reasonably foreseeable risks or discomforts to the subject
	A description of any benefits to the subject or to others which may reasonably be expected from the research
	A disclosure of appropriate alternative procedures or courses of treatment, if any, that might be advantageous to the subject
	A statement describing the extent, if any, to which confidentiality of records identifying the subject will be maintained
	For research involving more than minimal risk, an explanation as to whether any compensation, and an explanation as to whether any medical treatments are available, if injury occurs and, if so, what they consist of, or where further information may be obtained
( ) Research Qs	An explanation of whom to contact for answers to pertinent questions about the research and research subjects' rights, and whom to contact in the event of a research-related injury to the subject
( ) Rights Qs	
( ) Injury Qs	
	A statement that participation is voluntary, refusal to participate will involve no penalty or loss of benefits to which the subject is otherwise entitled, and the subject may discontinue participation at any time without penalty or loss of benefits, to which the subject is otherwise entitled
<b>Additional elements, as appropriate</b>	
	A statement that the particular treatment or procedure may involve risks to the subject (or to the embryo or fetus, if the subject is or may become pregnant),

	which are currently unforeseeable
	Anticipated circumstances under which the subject's participation may be terminated by the investigator without regard to the subject's consent
	Any additional costs to the subject that may result from participation in the research
	The consequences of a subject's decision to withdraw from the research and procedures for orderly termination of participation by the subject
	A statement that significant new findings developed during the course of the research, which may relate to the subject's willingness to continue participation, will be provided to the subject
	The approximate number of subjects involved in the study

Source: Code of Federal Regulations, Title 45, Part 46 – Protection of Human Subjects

**ATTACHMENT A**

**Arizona Revised Statutes (A.R.S.)**

**CHAPTER 9: Probation and Restitution of Civil Rights**

**13-901.01. Probation for persons convicted of possession or use of controlled substances or drug paraphernalia; treatment; prevention; education; definition**

A. Notwithstanding any law to the contrary, any person who is convicted of the personal possession or use of a controlled substance or drug paraphernalia is eligible for probation. The court shall suspend the imposition or execution of sentence and place the person on probation.

B. Any person who has been convicted of or indicted for a violent crime as defined in section § 13-604.04 is not eligible for probation as provided for in this section but instead shall be sentenced pursuant to chapter 34 of this title.

C. Personal possession or use of a controlled substance pursuant to this section shall not include possession for sale, production, manufacturing or transportation for sale of any controlled substance.

D. If a person is convicted of personal possession or use of a controlled substance or drug paraphernalia, as a condition of probation, the court shall require participation in an appropriate drug treatment or education program administered by a qualified agency or organization that provides such programs to persons who abuse controlled substances. Each person who is enrolled in a drug treatment or education program shall be required to pay for participation in the program to the extent of the person's financial ability.

E. A person who has been placed on probation pursuant to this section and who is determined by the court to be in violation of probation shall have new conditions of probation established by the court. The court shall select the additional conditions it deems necessary, including intensified drug treatment, community service, intensive probation, home arrest or any other sanctions except that the court shall not impose a term of incarceration unless the court determines that the person violated probation by committing an offense listed in chapter 34 or 34.1 of this title or an act in violation of an order of the court relating to drug treatment.

F. If a person is convicted a second time of personal possession or use of a controlled substance or drug paraphernalia, the court may include additional conditions of probation it deems necessary, including intensified drug treatment, community service, intensive probation, home arrest or any other action within the jurisdiction of the court.

G. At any time while the defendant is on probation, if after having a reasonable opportunity to do so the defendant fails or refuses to participate in drug treatment, the probation department or the prosecutor may petition the court to revoke the defendant's probation. If the court finds that the defendant refused to participate in drug treatment, the defendant shall no

longer be eligible for probation under this section but instead shall be sentenced pursuant to chapter 34 of this title.

H. A person is not eligible for probation under this section but instead shall be sentenced pursuant to chapter 34 of this title if the court finds the person either:

1. Had been convicted three times of personal possession of a controlled substance or drug paraphernalia.
2. Refused drug treatment as a term of probation.
3. Rejected probation.

I. Subsections G and H of this section do not prohibit the defendant from being placed on probation pursuant to section § 13-901 if the defendant otherwise qualifies for probation under that section.

J. For the purposes of this section, "controlled substance" has the same meaning prescribed in section § 36-2501.

**ATTACHMENT B**

**ARIZONA CODE OF JUDICIAL ADMINISTRATION**  
**Part 6: Probation**  
**Chapter 2: Adult Services**  
**Section 6-205: Drug Treatment and Education Fund**

**A. Definitions.** In this section the following definitions apply:

“Administrative director” means both the administrative director of the Administrative Office of the Courts (AOC) and the director’s designee.

“Alcohol and drug testing” means any method of determining the level or identifiable substances in the body including, but not limited to, breathalyzer tests, blood tests, and urine samples.

“Court” means superior court.

“Day treatment” means a treatment service for probationers in a non-residential setting that consists of a minimum of 5 days per week for 6 hours of face-to-face contact per day.

“Intensive outpatient treatment” means a treatment service for probationers in a non-residential setting that consists of a minimum of 3, 2-hour face-to-face group sessions per week. 1, 1-hour individual session may be substituted for 1, 2-hour group session.

“Lapse/Relapse prevention” means a service for probationers in a non-residential setting that facilitates maintaining abstinence as well as provide help for probationers who experience relapse.

“Long term residential treatment” means any type of treatment or counseling for alcohol and other drug disorders where the probationer resides at the facility for 31 days or more.

“Motivational enhancement” means a client-centered counseling approach for initiating behavior change by helping probationers resolve ambivalence about engaging in treatment and stopping drug use.

“Short term residential treatment” means any type of treatment or counseling for alcohol and other drug disorders where the probationer resides at the facility for 30 days or less.

“Standard outpatient treatment” means a treatment service for probationers in a non-residential setting that consists of a minimum of 1, 90 minute face-to-face group session per week with a maximum of 5 face-to-face contact hours per week. 1, 1-hour individual session may be substituted for 1, 90 minute group session.

“Substance abuse education” means an intervention service for probationers in an outpatient setting for 2 to 12 sessions.

**B. Applicability.** Pursuant to Article VI, Section 3 of the Arizona Constitution and A.R.S. § 13-901.02, the following requirements are issued to govern the administration of the Drug Treatment and Education Fund (DTEF) on behalf of the Supreme Court.

**C. Purpose.** A.R.S. § 13-901.01 (D) provides: “If a person is convicted of personal possession or use of a controlled substance as defined in § 36-2501, as a condition of probation, the court shall require participation in an appropriate drug treatment or education program administered by a qualified agency or organization that provides such programs to persons who abuse controlled substances.”

**D. General Administration.**

1. The AOC shall:

- a. Administer the DTEF on behalf of the Supreme Court;
- b. Monitor local DTEF programs;
- c. Prepare written material setting forth various techniques, practices, guidelines and other recommendations regarding the operation and management of the DTEF and distribute this material to judges and probation personnel;
- d. Inspect, audit, or have audited the records of any court using the DTEF;
- e. Prescribe and adopt procedures, forms and reports necessary for financial administration, program administration, operation and management of the DTEF;
- f. Conduct seminars and educational sessions regarding the purpose and operation of the DTEF;
- g. Establish performance measures and expectations in consultation with the court for determining compliance with each court’s DTEF program plan;
- h. Assist courts in developing their DTEF program plans;
- i. Provide general assistance to courts on the operation of the DTEF;
- j. Adopt other administrative practices and procedures; consistent with this code, as necessary for the administration of the DTEF; and
- k. Pursuant to A.R.S. § 13-901.02 (D), “. . . cause to be prepared at the end of each fiscal year after 1997 an accountability report card that details the cost savings realized from the diversion of persons from prisons to probation. A copy of the report shall be submitted to the governor

and the legislature, and a copy of the report shall be made available to each public library in the state.”

2. For purposes of uniform administration, each adult probation department receiving DTEF monies shall comply with this code.

#### **E. Allocation of Funds.**

1. A.R.S. § 13-901.02 (B) provides:

Fifty per cent of the monies deposited in the drug treatment and education fund shall be distributed by the administrative office of the Supreme Court to the superior court probation departments to cover the cost of placing persons in drug education and treatment programs administered by a qualified agency or organization that provides such programs to persons who abuse controlled substances.

2. A.R.S. § 13-901.02 (B) further provides: “Such monies shall be allocated to superior court probation departments according to a formula established by the administrative office of the Supreme Court.”

#### **F. Program Plan and Financial Management.**

1. Each participating court shall submit an expenditure plan to the administrative director. The expenditure plan and any plan modification shall be consistent with A.R.S. §§ 13-901.01 and 13-901.02 and this code, and shall outline how the DTEF allocation shall be used to cover the cost of placing persons in drug education and treatment programs. The participating court shall submit the plan within the prescribed time frame and on forms required by the administrative director.
2. Each presiding judge shall submit, in writing, all requests to modify expenditure plans on a form approved by the administrative director.
3. In the event that the administrative director disapproves a plan or plan modification submitted by a court, the presiding judge of the court may request that the administrative director submit the plan to the chief justice for consideration and final determination.
4. On approval of the plan as submitted or modified and the availability of funds, the administrative director shall enter into a written funding agreement with the submitting court for the distribution of funds. The administrative director may amend or terminate funding agreements due to lack of funds, lack of financial need, or the court’s failure to comply with applicable statutes, the approved plan, funding agreement or this code.
5. The administrative director may reallocate funds during the year based on documented need, current use of funds and approved plan or budget modifications.

6. Pursuant to A.R.S. § 12-267(B), the county's fiscal officer shall deposit funds received by the court pursuant to A.R.S. § 13-901.02 (B) into a separate account within the adult probation services fund.

7. The participating court shall use allocated DTEF monies and interest only for the support and operation of approved DTEF plans.

8. On agreement with a participating court, the administrative director may withhold funds allocated to the court and may authorize direct expenditures for the benefit of the court. The administrative director may also reallocate these funds during the fiscal year.

9. The presiding judge of each participating court shall submit to the AOC, by January 31 of each year, a mid-year financial and program activity report related to the court's plan through December 31. Failure to submit the report in a timely manner may result in financial sanctions.

10. The presiding judge of each participating court shall submit to the AOC, by August 31 of each year, a closing financial and program activity report related to the court's plan through June 30. Failure to submit the report in a timely manner may result in financial sanctions.

11. The presiding judge of each participating court shall return to the AOC, by August 31 of each year, all DTEF funds distributed to the court which are unencumbered as of June 30 and unexpended as of July 31. Failure to revert the unencumbered funds in a timely manner may result in financial sanctions.

12. Each participating court and its probation department shall maintain and provide to the AOC data and statistics as may be required by the administrative director to administer the DTEF.

13. Each participating court and its probation department shall retain all financial records, applicable program records, and data related to each approved plan for a period of at least 5 years from the close of the fiscal year.

#### **G. Program Operations.**

1. Each probation department shall have a written policy and procedure detailing the management and provision of DTEF services in their department, including, but not limited to:

- a. Identifying probationers eligible to receive services provided by the DTEF;
- b. Screening, assessing, and the referral processes;
- c. Obtaining treatment services through the adherence to adopted procurement rules;
- d. Monitoring DTEF contract and AOC funding agreement requirements;
- e. Collecting required data elements, data entry, and quality assurance reports;

- f. Prescribing forms;
  - g. Assessing co-payment; and
  - h. Identifying the process for the collection of DTEF performance measures.
2. Each probation department shall have a process by which each participating court enters into contractual agreements with qualified human services agencies to provide drug treatment and education services.
- a. Participating courts are authorized to combine resources and jointly enter into such contractual agreements,
  - b. Participating courts shall develop contractual agreements pursuant to the Judicial Branch Procurement Rules or local procurement policies,
  - c. All contractual agreements shall contain a provision acknowledging the authority of the AOC to inspect their records or conduct audits, and
  - d. All contractual agreements shall contain specifications that meet the drug treatment and education fund requirements.
3. All agencies or organizations entering into contractual agreements with a participating court shall hold licenses issued by the Arizona Department of Health Services, Office of Behavioral Health Licensure. The participating court shall retain a copy of the agency or organization's most recent license.
4. Each probation department shall require clinical staff providing services funded by the DTEF to have a master's degree or higher in a behavioral health discipline and be working toward required certification or be certified by at least one of the following accrediting bodies:
- a. Arizona Board of Behavioral Health Examiners as a certified substance abuse counselor (CSAC), certified associate counselor (CAC), certified professional counselor (CPC);
  - b. Arizona Board of Certified Addictions Counselors as a certified alcohol and drug abuse counselor (CADAC);
  - c. National accreditation of alcohol and drug abuse counselors (NCACI, NCACII, MAC);  
or
  - d. Other professionally recognized substance abuse counseling accreditation approved by the administrative director.

5. Each probation department shall require all uncertified probation department employees or contract service providers who furnish direct service to probationers to have proof of a minimum of 4 hours per month of clinical supervision by key clinical staff who possess both the current substance abuse certification and a master's degree in a behavioral health discipline.
6. Vendors who are contracted for drug treatment and education services shall not be employed as an adult probation officer.
7. Private practitioners who are contracted for drug treatment and education services shall not subcontract with others to perform the contracted services, unless approved by the probation department or AOC.
8. Each probation department shall be responsible for the costs incurred for any service rendered which is not in accordance with the court's approved expenditure plan.

#### **H. General Treatment Requirements.**

1. Each probation department shall:
  - a. Require all treatment and education services subsidized by the DTEF to employ current research or evidence-based intervention strategies for treating substance abusing probationers;
  - b. Require all treatment, interventions and services to be matched to the specific needs of the probationer; and
  - c. Develop a service delivery continuum which includes the following services:
    - (1) Substance abuse education,
    - (2) Standard and intensive outpatient,
    - (3) Residential treatment,
    - (4) Motivational enhancement, and
    - (5) Lapse/relapse prevention.
  - d. Obtain approval from the AOC for a service delivery continuum which does not include the five services identified in 1(c) or contains services in addition to the services identified in 1 (c).
  - e. Assess probationers that are eligible to receive DTEF funded services for their financial ability to pay for participation in the drug education and treatment program pursuant to A.R.S. § 13- 901.01(D), and, unless ineligible, shall complete an AHCCCS referral form and Title 19 and/or 21 application. The probationer shall choose 1 of 2 methods of payment:

(1) The probationer shall pay to the probation department for deposit in the separate DTEF account within the adult probation services fund, or

(2) The probationer shall pay directly to the provider who will document these payments as deducted from the monthly invoice for services rendered.

f. Provide to the AOC, by August 31 of each year, reports summarizing payments made by probationers receiving DTEF funded services.

### **I. Screening and Assessment.**

1. Each probation department shall:

a. Prior to treatment intervention, administer a validated screening and preliminary assessment instrument that measures risk to re-offend and need for intervention services to probationers eligible to receive DTEF funded services. This instrument shall be normed on a sample Arizona probation population;

b. Administer the Arizona Substance Use Survey (ASUS) to probationers eligible to receive DTEF funded services prior to treatment intervention;

c. Train and maintain staff competent in the administration and interpretation of the ASUS;

d. Require recommendations and referrals to treatment providers be in accordance with the results of the ASUS and other secondary assessments that complement and improve the intervention process; and

e. Reassess the probationer's substance abuse problem using the ASUS at 180 days or upon a significant event such as the completion of treatment or other service intervention on all sampled probationers identified by the AOC.

*Adopted by Administrative Order 2001-68 effective July 11, 2001.  
Amended by Administrative Order 2002-69 effective June 25, 2002.*

**ATTACHMENT C**

**ARIZONA REVISED STATUTES (A.R.S.)**

**CHAPTER 9: PROBATION AND RESTORATION OF CIVIL RIGHTS**

**13-901.02. Drug treatment and education fund**

A. The drug treatment and education fund is established. The administrative office of the supreme court shall administer the fund.

B. Fifty per cent of the monies deposited in the drug treatment and education fund shall be distributed by the administrative office of the supreme court to the superior court probation departments to cover the costs of placing persons in drug education and treatment programs administered by a qualified agency or organization that provides such programs to persons who abuse controlled substances. Such monies shall be allocated to superior court probation departments according to a formula based on probation caseload to be established by the administrative office of the supreme court.

C. Fifty per cent of the monies deposited in the drug treatment and education fund shall be distributed to the Arizona parents commission on drug education and prevention established by § 41-1604.17.

D. The administrative office of the supreme court shall cause to be prepared at the end of each fiscal year after 1997 an accountability report card that details the cost savings realized from the diversion of persons from prisons to probation. A copy of the report shall be submitted to the governor and the legislature, and a copy of the report shall be sent to each public library in the state. The administrative office of the supreme court shall receive reimbursement from the drug treatment and education fund for any administrative costs it incurs in the implementation of this section.

**ARIZONA REVISED STATUTES (A.R.S.)**

**CHAPTER 7. LUXURY PRIVILEGE TAX**

**42-1204.02. Luxury privileges tax; purpose; drug treatment and education fund; state department of corrections revolving fund.**

A. Notwithstanding any law to the contrary, seven per cent of the monies collected between January 1, 1997 and December 31, 1999, pursuant to section 42-1204, Subsection A, paragraph 1, and eighteen per cent of the monies collected between January 1, 1997 and December 31, 1999, pursuant to section 42-1204, Subsection A, paragraphs 2, 3, and 4, shall be deposited in the drug treatment and education fund established by section 13-901.02.

B. Notwithstanding any law to the contrary, three per cent of the monies collected between January 1, 1997 and December 31, 1999, pursuant to section 42-1204, Subsection A, paragraph 1, and seven per cent of the monies collected between January 1, 1997 and December 31, 1999, pursuant to section 42-1204, Subsection A, paragraphs 2, 3, and 4, shall be deposited in a separate revolving fund of the state department of corrections for payment of the expenses of implementing the provisions of section 31-411.01 and shall not revert to the state general fund if unexpended at the close of the fiscal year.

C. Notwithstanding any law to the contrary, ten per cent of the monies collected after December 31, 1999 pursuant to section 42-1204, Subsection A, paragraph 1, and twenty-five per cent of the monies collected after December 31, 1999 pursuant to section 42-1204, subsection A, paragraphs 2, 3, and 4, shall be deposited in the drug treatment and education fund established by section 13-901.02.

**§ 42-3106. Monies allocated to the drug treatment and education fund; state department of corrections revolving fund.**

A. Notwithstanding any law to the contrary, seven percent of the monies collected pursuant to § 42-3052, paragraph 1 and eighteen percent of the monies collected pursuant to § 42-3052, paragraphs 2, 3 and 4 shall be deposited in the drug treatment and education fund established by § 13-901.02.

B. Notwithstanding any law to the contrary, three percent of the monies collected pursuant to § 42-3052, paragraph 1 and seven percent of the monies collected pursuant to § 42-3052, paragraphs 2, 3 and 4 shall be deposited in a separate revolving fund of the state department of corrections for the purposes of both:

1. Implementing § 31-411.01.
2. Offender participation in appropriate drug treatment or education programs that are administered by a qualified agency, organization or individual and that are approved by the department of health services for offenders who the state department of corrections determines have a history of substance abuse and who have been released from confinement.

C. Monies that are deposited in the state department of corrections revolving fund pursuant to subsection B of this section shall not revert to the state general fund if unexpended at the close of the fiscal year.

D. If the state department of corrections receives a federal grant, any portion of the monies that are deposited pursuant to subsection B of this section may be used as a cash match.