SERIAL 12037 ROQ HUMAN SERVICES DEPARTMENT COMMUNITY SUPPORT SERVICES
Contract - MOUNTAIN VALLEY COUNSELING

DATE OF LAST REVISION: October 06, 2016 **CONTRACT END DATE: August 31, 2017**

CONTRACT PERIOD THROUGH AUGUST 31, ~~2016~~ 2017

TO: All Departments

FROM: Office of Procurement Services

SUBJECT: Contract for **HUMAN SERVICES DEPARTMENT COMMUNITY SUPPORT SERVICES**

Attached to this letter is published an effective purchasing contract for products and/or services to be supplied to Maricopa County activities as awarded by Maricopa County on **August 21, 2013.**

All purchases of products and/or services listed on the attached pages of this letter are to be obtained from the vendor holding the contract. Individuals are responsible to the vendor for purchases made outside of contracts. The contract period is indicated above.

Kevin Tyne

Kevin Tyne, Chief Procurement Officer
Office of Procurement Services

IG/**at**
Attach

Copy to: Office of Procurement Services
Teresa Tschupp, Human Services

CONTRACT PURSUANT TO ROQ

SERIAL 12037-ROQ

1. Contract Effective Date

This Contract is entered into this 21st day of August, 2013 by and between Maricopa County ("County"), a political subdivision of the State of Arizona, and Mountain Valley Counseling Associates, Inc. , an Arizona corporation ("Contractor") for the purchase of Community Support services.

2. Duration of Contract

a. **Basic Term.** This Contract is for a term of three (3) years, beginning on the 21st day of August, 2013and ending the 31st day of August, ~~2016~~ **2017**.

b. **Extension of Term.** The County may, at its option and with the agreement of the Contractor, renew the term of this Contract for additional terms up to a maximum of three (3) years, (or at the County's sole discretion, extend the contract on a month-to-month bases for a maximum of six (6) months after expiration). The County shall notify the Contractor in writing of its intent to extend the Contract term at least thirty (30) calendar days prior to the expiration of the original contract term, or any additional term thereafter.

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 the officer deems appropriate under Paragraph 11 of these Standard Terms and Conditions.

d. **Fee Adjustments.** Any request for a fee adjustments must be submitted sixty (60) days prior to the current Contract annual anniversary date. Requests for adjustment in cost of labor and/or materials must be supported by appropriate documentation. If County agrees to the adjusted fee, County shall issue written approval of the change. The reasonableness of the request will be determined by comparing the request with the (Consumer Price Index) or by performing a market survey.

SECTION I – DEFINITIONS

3. Definitions

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

"ADHS/OBHL" means Arizona Department of Health Services/Office of Behavioral Health Licensure.

"AHCCCS" means Arizona Health Care Cost Containment System.

"A.R.S." means the Arizona Revised Statutes.

"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.

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

"BBHE" means the Arizona Board of Behavioral Health Examiners.

"Case Manager" means the employee of Maricopa County responsible for managing client needs, including services related to mental and medical health, elderly care, or substance abuse treatment; basic life necessities such as nutrition and shelter; vocational and educational needs.

"Client" means an individual referred by Maricopa County and authorized to receive services under this Contract.

"Client Records" means records in whatever form that contains personal information about a client, including client identifying information, information on the services and treatment provided to the client.

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

"Contract" means the agreement between Maricopa County and the Contractor as described in the Contract Form.

"Contract Form" means the Maricopa County form that the Contractor's Authorized Representative and the Contract Officer sign agreeing to the terms of the Contract.

"Contract Officer" means the Maricopa County Chief Procurement Officer or that officer's authorized designee.

"Contractor" means that person or entity which has entered into this Contract with Maricopa County.

"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 Maricopa County on all matters under this Contract.

"Counseling" means the therapeutic process based on interaction between a client, clients, or a client's family and a clinician qualified under Maricopa County contract terms, intended to improve, eliminate, or manage one or more of a client's behavioral health issues in an individual, group or family setting.

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

"Days" means Maricopa County business days unless otherwise indicated.

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

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

"DPS" means the Arizona Department of Public Safety.

"Designated Authorities" means those public entities which may be directly involved in the care and treatment of clients referred, such as Maricopa County personnel.

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

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

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

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

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

"Exhibit A" means that document attached to the Contract Form setting forth the Compensation Schedule.

"Exhibit B" means that document attached to the Contract Form setting forth the Scope of Services.

"Facility-based Program" means any program that 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. Persons within this unit share bonds, culture, practices and significant relationships.

"Group Home" means a residential facility that is licensed to serve four (4) or more minors at any one time and that is licensed by the Arizona Department of Health Services pursuant to A.R.S. Title 36, Chapter 4 or A.R.S. § 36-591, Subsection B., or by the Arizona Department of Economic Security, pursuant to A.R.S. Title 8, Chapter 5, Article1and that provides services pursuant to a contract or minors determined to be dependent as defined in A.R.S. § 8-201 or delinquent or incorrigible pursuant to A.R.S. § 8-341, or for minors with developmental disabilities, mental health or substance abuse needs. Group Home does not include hospitals, nursing homes, child crisis and domestic violence shelters, adult homes, foster homes, facilities subject to any transient occupancy tax or behavioral health service agencies that provide twenty-four (24) hour or continuous physician availability.

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

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

"Incident Report" means a report that is verbal or written communication to the Referring Department case manager and the Maricopa County Program Administrator.

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

"Informed Consent to Treat" means having documented agreement by the client (and for those clients under 18 years of age, 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**.**

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

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

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

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

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

"Professional Consultation" means activities such as case staffing, expert testimony or other assistance as required and authorized by Maricopa County.

"Professional Services" means services as identified in Paragraph 34 provided by a person meeting the qualifications described in Paragraph 35 of these Standard Terms and Conditions.

"Program Administrator" means the specific County designee tasked with program assignments and receipt of specific notices from Contractor as defined in the contract.

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

"RBHA" means Regional Behavioral Health Authority that administers public behavioral health services throughout the State of Arizona.

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

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

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

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

"Service Specifications" means service standards and performance requirements set forth in the Application.

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

"Special Terms and Conditions" means those terms and conditions set forth in the Contract Form, Exhibit B, and in any Contract Amendments or Change Orders.

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

"State" means the State of Arizona.

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

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

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

SECTION II - GENERAL PROVISIONS

4. Maintenance of Quality Service Delivery

a. **Generally.** The Contractor shall provide services that comply at all times with the Contract and deliver them according to the Contract and within the bounds of applicable professional standards. Clients referred under the terms of this contract may not be permitted to violate state law while receiving services.

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

c. **Right to Reject.** The Contract Officer and/or the Program Administrator shall have the right to reject the Contractor's use of any person, whether the person is Contractor personnel, a subcontractor, volunteer and/or student intern, to provide services under this Contract where that officer reasonably determines that the person's background or conduct is unsuitable to provide the assigned services.

d. **Facility Condition and Maintenance.** If the Contractor provides services to clients at its facility, the Contractor shall maintain the facility in good repair and keep it in a clean condition to assure the safety and comfort of clients. The Contractor shall prohibit smoking of any kind in or on the property of any facility where it provides services to clients. The Contractor shall not rely primarily on the work of clients to maintain and keep the facility clean.

e. **Private Practice.** If the Contractor provides services separate and apart from this Contract, it shall do so in a manner which does not interfere with Contractor's performance of this Contract and which does not create a conflict of interest.

f. **Related Litigation.** In the event that the Contractor, any of its personnel or subcontractors including volunteers and interns, are criminally charged, are named in litigation alleging professional misconduct, or are subject to a complaint or other matter before an administrative licensing entity, the Contractor shall immediately notify the Contract Officer and Program Administrator in writing. The notice shall state the date that the litigation or complaint was filed, or the administrative proceeding was initiated, the names of the parties, the case number, and the allegations involved. It shall also state whether, at the times alleged in the charge, litigation, complaint, or proceeding, the Contractor or the Contractor's personnel, volunteers, interns, or subcontractors were providing services to any client under this Contract, and whether the alleged misconduct involves those services.

g. **Licenses.** The Contractor shall, at its expense, obtain and maintain for the duration of the Contract all licenses, certifications, credentials, permits, certificates and other authority required by law for the Contractor and its employees to do business, render services, and perform work under this Contract. The Contractor shall forward to the Program Administrator all copies of OBHL and DES licenses for out-of-home service under this Contract. This includes, but is not limited to, renewals, expirations and changes in status of license, i.e. provisional status. The Contractor shall ensure staff providing professional services under this Contract practice within the scope of his/her licensure or licensing body regulation. The Contractor shall notify Maricopa County 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 Department and Program Administrator, in writing, in the event service delivery cannot occur within ten (10) business days after Contractor acceptance of the service referral. Notification shall be maintained in the client file.

i. **Responsibility for Performance.** The Contractor shall be responsible for overall contract performance, compliance and services provided by employees, subcontractors, volunteers and interns providing services under this Contract. The Contractor shall ensure at all times that the services provided, and the persons providing them, meet all of the requirements of the Contract.

j. **Inspection of Services.**

i. The Contractor shall provide and maintain an inspection system acceptable to County covering the services under this Contract. Complete records of all inspection work performed by the Contractor shall be maintained and made available to County during contract performance and for as long afterwards as the Contract requires.

ii. County has the right to inspect and test all services called for by the Contract, to the extent practicable at all times and places during the term of the Contract. County shall perform inspections and tests in a manner that will not unduly delay the work.

iii. If any of the services do not conform with Contract requirements, County may require the Contractor to perform the services again in conformity with Contract requirements, at on increase in Contract amount. When the defects in services cannot be corrected by re-performance, County may:

a. Require the Contractor to take necessary action to ensure that future performance conforms to Contract requirements; and

b. Reduce the Contract price to reflect the reduced value of the services performed.

iv. If the Contractor fails to promptly perform the services again or to take the necessary action to ensure future performance in conformity with Contract requirements, County may:

a) By Contract or otherwise, perform the services and charge to the Contractor any cost incurred by County that is directly related to the performance of such service; or

b) Terminate the Contract for default.

k. **Professional Conduct**

All contacts between Contractor and clients, subcontractors, team contractors and County staff shall be strictly professional, unless approved in writing by the Contract Officer. Any appearance of impropriety, which would include a violation of law, a personal or romantic relationship with clients, subcontractors, team contractors, and County staff, or any other conduct which would undermine the services being provided under this contract, shall immediately be reported to the Contract Officer and Program Administrator.

5. Use of Subcontractor(s)

a. **Contractual Requirements.** Any agreement between the Contractor and a subcontractor who provides or may provide services under this Contract shall be in writing. The agreement shall explicitly set forth, or incorporate by reference, these Standard Terms and Conditions, relevant Special Terms and Conditions and the applicable Service Specifications, which shall apply with equal force to the subcontractor(s) as if it were the Contractor. The Contractor shall review the agreement and have the subcontractor(s) sign an initial agreement, and annually thereafter. The agreement shall prohibit the subcontractor(s) from further subcontracting any part of the service. The authority to review subcontracts is for the purpose of permitting verification of persons who are involved in performance of this Contract and who are treated by the Contractor as a subcontractor(s) are bound by the terms of this contract.

b. **Warranty.** The Contractor warrants that the qualifications of, and the services provided by subcontractor(s), meet all the requirements of the Contract.

c. **Noncompliance.** If the Contractor fails to comply with the provisions of this Paragraph, the Contract Officer may take whatever actions that the officer deems appropriate under Paragraph 11 of these Standard Terms and Conditions.

d. **Approval**: Maricopa County 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:

Maricopa County Office of Procurement Services
Attn: Irma Guzman
301 West Lincoln
Phoenix, AZ 85003

b. **Notice to the Program Administrator.** The Contractor shall provide in writing the notices to the Program Administrator which this Contract requires and send them certified mail return receipt requested to:

Maricopa County Human Services Department
Community Justice Support Services
Attn: Program Administrator
234 North Central Avenue, Third Floor
Phoenix, AZ 85004

c. **Notice to Contractor.**

Mountain Valley Counseling Associates, Inc.
Attn: Marcy Wilkerson
2400 West Dunlap, Suite 133
Phoenix, AZ 85021

d. **Notice to Schools.** The Contractor shall send written notice to a juvenile 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.

e. **Notice of Intent to Add, Move, or Close a Facility or Program.** The Contractor shall provide written notice to the Contract Officer and Program Administrator no later than 60 days in advance of its intent to add, move, or close a facility or program at which it has been providing services to clients under this Contract. Failure to properly notify Maricopa County may result in the Contract Officer taking actions that the contract officer deems appropriate under Paragraph 11 of these Standard Terms and Conditions.

f. **Notice of Change in Key Personnel.** The Contractor shall provide immediate written notice to the Program Administrator of any changes of key staff, as defined in these Standard Terms and Conditions, of a program/service under this Contract.

g. **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 Contract Officer for written approval **prior** to implementation. Failure to obtain Maricopa County approval may result in the Contract Officer taking actions that the Contract Officer deems appropriate under Paragraph 11 of these Standard Terms and Conditions.

7. Payment for Services, Allowances and Other Approved Expenses

a. **Compensation Schedule.** Maricopa County shall pay the Contractor for the services specified in this Contract at the rate set forth in the Exhibit A. Maricopa County shall reimburse the Contractor for allowances and expenses:

i. At rates that do not exceed those set forth in the Exhibit A;

ii. Which are *authorized* in by the Referring Department Case Manager via a Program Service Referral Form , or administratively authorized by the Program Administrator. Payment may be denied for services rendered before receipt of Program Service Referral Form and/or if no Program Service Referral Form documentation exists in the client file; and

iii. There will be no compensation paid for missed appointments for any contracted service authorized by Maricopa County, and/or inaccurately billed service codes. The Contractor shall not be entitled to compensation for those services and shall refund payments received in error. The Contract Officer may take further actions the officer deems appropriate under Paragraph 11 of these Standard Terms and Conditions;

v. Within the context of the Contract, Contractors shall not arrange alternative agreements with the Referring Department for services under contract with Maricopa County and may be responsible to remit payment to Maricopa County for services rendered under such agreement. This includes but is not limited to authorizing services not on the Contract and inaccurately representing service codes; and

vi. Maricopa County does not guarantee referrals or a minimum/maximum volume of business for any service to any provider, unless otherwise described in the Special Terms and Conditions of the Contract.

b. **Method of Payment.** The Contractor shall submit all invoices to the Maricopa County Referring Department, including requests for reimbursement of allowances and expenses. Invoices will reference client name, service code, dates of service, Case Manager Name, Referral Number and Purchase Order Number.

i. Problems regarding billing or invoicing shall be directed to the County as listed on the Purchase Order.

ii. Payment shall be made to the Contractor by Accounts Payable through the Maricopa County Vendor Express Payment Program. This is an Electronic Funds Transfer (EFT) process. After Contract Award the Contractor shall complete the Vendor Registration Form located on the County Department of Finance Vendor Registration Web Site (www.maricopa.gov/finance/vendors).

iii. EFT payments to the routing and account numbers designated by the Contractor will include the details on the specific invoices that the payment covers. The Contractor is required to discuss remittance delivery capabilities with their designated financial institution for access to those details.

c. **Charges to Client or 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 are authorized by the referring Maricopa County Department.

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. The Contractor shall report payments collected after payment of the invoice on a credit memo, and reimburse Maricopa County. Acceptance by the contractor of any payment by anyone other than Maricopa County shall be applied to the invoice for services rendered or billed. Maricopa County will seek recovery of

monies paid to the Contractor if the third party and Maricopa County have both compensated the Contractor for the authorized service.

f. **Title XIX/XXI Screening and Enrollment.** If the Contractor also holds a contract with a RBHA or sub-contracts with a RBHA network provider, all clients served under this Contract must be screened for Title XIX/XXI eligibility. Once the client is found eligible for Title XIX/XXI services, the Contractor shall guide and provide the client necessary information to enroll into the public behavioral health system (RBHA). All efforts the Contractor has made on behalf of the client shall be documented in the client file. If it is determined that the client is actively enrolled in the public behavioral health system (RBHA), the Contractor shall bill the RBHA for the services the RBHA has authorized to deliver. In accordance to the Contractor's policies, the Contractor shall periodically verify the clients' RBHA enrollment status and notify the Referring Department of status changes.

h. **Third Party Liability.** The Contractor is responsible for checking if a third party is liable for the cost of services before billing Maricopa County. These findings shall be documented in the client file. Upon determination that a client has third party coverage, as applicable, the Contractor shall bill the third party. The third party may include, but is not limited to, the RBHA, private health insurance and/or other third party payor. Under this Contract, the third party may be responsible for covering some or all the behavioral health services authorized by Maricopa County.

8. Change Orders and Contract Amendments

a. **Change Orders.** The Contract Officer may, through a written change order, make unilateral changes within the scope of the Service Specifications or other terms and conditions of the Contract. The County reserves the right to add and/or delete products and/or services provided under this Contract. If a requirement is deleted, payment to the Contractor will be reduced proportionately to the amount of service reduced in accordance with the proposal price. If additional services and/or products are required from this Contract, prices for such additions will be negotiated between the Contractor and the County. If the Contractor disagrees with any change made under this Subparagraph, it may seek relief under the Disputes provision of this Contract, Paragraph 19 of these Standard Terms and Conditions.

b. **Amendments**. All amendments to this Contract shall be in writing and signed by the Contract Officer and the Contractor's Authorized Representative. Maricopa County 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 Maricopa County on matters, and to sign documents, including amendments and invoices, relating to this Contract. He or she may designate an appropriate person to sign invoices for the Contractor if he or she identifies that person in writing, other than on an invoice, to the Contract Officer. That representative shall be someone with the legal authority to bind the Contractor. The Contractor shall notify the Contract Officer in writing if it replaces the Contractor's Authorized Representative during the Contract. The notice shall be signed by a person with the authority to designate the Contractor's Authorized Representative, and provide at a minimum the name, title, address and telephone number of the new representative.

10. Right to Enter into Other Contracts

Maricopa County 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 County reserves the right to terminate the Contract, in whole or in part at any time, when in the best interests of the County without penalty or recourse. Upon receipt of the

written notice, the Contractor shall immediately stop all work, as directed in the notice, notify all subcontractors of the effective date of the termination and minimize all further costs to the County. In the event of termination under this paragraph, all documents, data and reports prepared by the Contractor under the Contract shall become the property of and be delivered to the County upon demand. The Contractor shall be entitled to receive just and equitable compensation for work in progress, work completed and materials accepted before the effective date of the termination.

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

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

Maricopa County 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 Maricopa County incurs, due to defective performance or nonperformance.

i. Upon termination under this paragraph, all goods, materials, documents, data and reports prepared by the Contractor under the Contract shall become the property of and be delivered to the County on demand.

ii. The County may, upon termination of this Contract, procure, on terms and in the manner that it deems appropriate, materials or services to replace those under this Contract. The Contractor shall be liable to the County for any excess costs incurred by the County in procuring materials or services in substitution for those due from the Contractor.

iii. The Contractor shall continue to perform, in accordance with the requirements of the Contract, up to the date of termination, as directed in the termination notice.

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

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

i. Withholding of compensation due the Contractor for services rendered;

ii. Suspension of the Contract in whole or in part;

iii. Suspension of referrals and/or removal of the clients in service;

iv Recovery, through offset or otherwise, of compensation already paid, or of Maricopa County 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 Program Administrator 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 Program Administrator shall promptly take all actions necessary to transfer or otherwise reassign any client to whom the Contractor was providing services for and can do so before or upon completion, termination or suspension of this Contract.

b. **Records.** Records relating to the Contract shall remain the property of the Contractor, subject to the Contract's retention, confidentiality, and access requirements. The Contractor shall, at the Contract Officer's request, provide a copy of those records to Maricopa County or to any new provider of the services within the time specified in the request. Maricopa County 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, Maricopa County shall pay the Contractor for all authorized services performed to the date of completion, termination or suspension. Additionally, if it is necessary to remove and transfer clients from a facility that the Contractor operates and Maricopa County fails to do so by the completion, termination or suspension date, Maricopa County 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, Maricopa County retains the right to inspect, monitor or audit the facilities and records of the Contractor and subcontractors, and to disallow compensation or recover compensation if warranted.

13. Assignment

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

14. Retention of Records

a. **Retention and Inspection.** The Contractor shall retain all records in locked storage, including electronic archives, as referenced in Paragraph 48 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, Maricopa County, federal or state auditors and any other persons duly authorized by Maricopa County shall have full access to, and the right to inspect, copy and make use of, any and all records. The Contractor shall maintain a written policy that incorporates the requirements set forth in this Subparagraph, Subparagraphs b and c.

b. **Contract Termination.** Upon termination of the Contract, voluntary or involuntary, the Contractor shall provide the Contract Officer with written notice specifying the location where the records will be stored, and the name and telephone number of the person responsible for maintaining them. The Contractor is responsible for complying with the requirements of this Paragraph and Paragraph 20 even if it closes or sells its business.

c. **Electronic Information and Record Management**. The Contractor shall ensure all electronic client records/information are stored on a protected network/drive. All mobile devices (laptops or PDAs) or electronic storage media (data sticks, tapes, disks, CD ROMs) may be used for temporary storage if they are encrypted. When electronic storage is utilized, the Contractor shall ensure devices or media contain the following features: boot passwords and automatic log-off,

physical security of the device or media to prevent unauthorized access, tampering, loss or theft and current patch management, firewall and virus protection software.

d. **Psychological Testing.** As part of the records retained under Subparagraph a, the Contractor shall retain psychological testing raw data on all clients served under this contract. The data shall be readily retrievable by the psychologist when requested by Maricopa County, federal or state auditors and any other persons duly authorized by Maricopa County to have full access to, including the right to inspect, copy and make use of, any and all records.

e. **Adequacy of Records.** The Contractor shall maintain records in accordance with their licensing requirements and this contract that adequately and sufficiently provide evidence/support to document that services were provided as authorized by the Referring Department. If the Contractor's records are insufficient to support and document that authorized services were provided to clients, the Contractor shall reimburse Maricopa County for those services and other costs not adequately supported and documented.

f. **Record Transfer.** The Contractor shall ensure a plan is developed for the transfer of records. The record transfer plan will be enacted upon an unanticipated event, such as cessation of business activity by the Contractor. In such an event, the records of clients served under this Contract shall become property of Maricopa County. Maricopa County reserves the right to immediately retrieve records.

15. Program Administration

a. **General Rights**. The administration of services includes contract administration and contract compliance, including monitoring activities. Maricopa County or any other legally authorized department of Maricopa County, state or federal government may, at any time during the hours of operation with or without notice to the Contractor or to subcontractors:

i. Visit or inspect the facilities of the Contractor, or of subcontractors;

ii. Observe the services provided;

iii. Interview clients, parents, guardians, personnel, volunteers, interns or subcontractors in privacy; and

iv. Inspect and copy records relating to the Contract, including but not limited to personnel files, client files, billing documentation, policies and procedures.

b. **Monitoring**. The Program Administrator, using the activities authorized in this Paragraph, may monitor the services delivered and the facilities and records maintained by the Contractor or any subcontractors under this Contract. Monitoring activities may include but are not limited to, on-site visits, case file reviews, administrative reviews, phone interviews and requests for written plans of correction.

c. **Visitation with Clients.** The Contractor shall allow the Program Administrator, the client's case manager, or other representative of Maricopa County, to visit with the client at any reasonable time during the Contractor’s hours of operation under this Contract. The Program Administrator, the case manager or other representative, in their sole discretion, may direct that the visitation be outside the presence of any personnel of the Contractor or subcontractors. If the Program Administrator, the case manager or other representative so directs, the Contractor shall provide a location for the visitation which assures that the Program Administrator, case manager or other representative may conduct it in complete privacy.

d. **Transfer of Clients.** The Program Administrator may direct the Contractor at any time during the Contract to transfer a client to whom the Contractor is providing services. If the Contractor is required to transfer any client, it shall comply with the requirements of Paragraph 12-a. and b. of these Standard Terms and Conditions. The Contractor shall be paid for the services provided to that client according to Paragraph 12-c. of these Standard Terms and Conditions.

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

16. Fiscal, Management, and Administrative Requirements

a. **Changes in Legal Status.** The Contractor shall give the Contract Officer written notice in advance of any change in its legal or financial status, such as a merger or consolidation with another entity, a change in name, bankruptcy, or any action concerning that status pending before the Arizona Corporation Commission or the Arizona Secretary of State. The Contract Officer, in the officer's sole discretion, may require the Contractor to file a new or revised Prequalification Form where the Contractor's legal status has, or may, change.

b. **Notice of Intent of Acquisition or Merge.** The Contractor shall provide written notification of any pending acquisition or merger of his/her company within 90- days upon discovery. Failure of the Contractor to provide this information may eliminate Maricopa County Qualified Vendor Status.

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.

17. Indemnification

Contractor shall indemnify, defend, save and hold harmless Maricopa County, its departments, agencies, boards, commissions 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 Maricopa County, its officers, officials, agents and employees for losses arising from the work performed by the Contractor for Maricopa County.

The amount and type of insurance coverage requirements set forth herein will in no way be construed as limiting the scope of the indemnity in this paragraph.

The scope of this indemnification does not extend to the sole negligence of the County.

18. Insurance

Contractor, at Contactor's own expense, shall purchase and maintain the herein stipulated minimum insurance from a company or companies duly licensed by the State of Arizona and possessing a current A.M. Best, Inc. rating of A-, VII or higher. In lieu of State of Arizona licensing, the stipulated insurance may be purchased from a company or companies, which are authorized to do business in the State of Arizona, provided that said insurance companies meet the approval of County. The form of any insurance policies and forms must be acceptable to County.

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

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

a. **Insurance Required**. Before commencing services under the Contract, the Contractor shall furnish the Contract Officer a certificate from the Contractor's insurer. The insurer shall be authorized to transact business in Arizona and hold a Certificate of Authority issued from the Arizona Department of Insurance. The certificate shall demonstrate insurance coverage in the minimum amounts and under the terms stated in Subparagraphs b and c.

   i. County reserves the right to request and to receive, within 10 working days, certified copies of any or all of the herein required insurance certificates. County shall not be obligated to review policies and/or endorsements or to advise Contractor of any deficiencies in such policies and endorsements, and such receipt shall not relieve Contractor from, or be deemed a waiver of County's right to insist on strict fulfillment of Contractor's obligations under this Contract.

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 subcontractors to maintain the same coverage specified in this Subparagraph, or shall provide such coverage for subcontractors. The Contract Officer reserves the right to waive or adjust insurance requirements in unique situations.

   i. **Commercial General Liability**
   Commercial General Liability insurance and, if necessary, Commercial Umbrella insurance with a limit of not less than $1,000,000 for each occurrence, $2,000,000 Products/Completed Operations Aggregate, and $2,000,000 General Aggregate Limit. The policy shall include coverage for bodily injury, broad form property damage, personal injury, products and completed operations and blanket contractual coverage, and shall not contain any provision which would serve to limit third party action over claims. There shall be no endorsement or modification of the CGL limiting the scope of coverage for liability arising from explosion, collapse, or underground property damage.
   - General Aggregate
     $2,000,000
   - Each Occurrence
     $1,000,000

   A. The policy must be endorsed to include **coverage for sexual abuse and molestation* with a minimum limit of $1,000,000.**
      *Sexual Abuse and Molestation coverage may be included in either Commercial General Liability and/or Professional Liability.

   B. The policy must be endorsed to include the following additional insured language: ***"Maricopa County and its departments, boards, commissions, officials, agents, and employees shall be named as additional insureds with respect to liability arising out of the activities performed by or on behalf of the Contractor."***

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

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

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

- Each Accident $500,000
- Policy Limit $1,000,000
- Disease (each employee $100,000
- Disease Policy Limit $500,000

A. Contractor waives all rights against County and its agents, officers, directors and employees for recovery of damages to the extent these damages are covered by the Workers' Compensation and Employer's Liability or commercial umbrella liability insurance obtained by Contractor pursuant to this Contract.

iii. **Automobile Liability**

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

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

A. The policy must be endorsed to include the following additional insureds language: ***"Maricopa County, its departments, agencies, boards, commissions, officials, agents, and employees shall be named as additional insureds with respect to liability arising out of the activities performed by or on behalf of the Contractor, involving automobiles owned, leased, hired or borrowed by the Contractor."***

B. Policy shall contain a waiver of subrogation against Maricopa County, its departments, agencies, boards, commissions, and its officers, officials, agents, and employees for losses arising from work performed by or on behalf of the Contractor.

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

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

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

B. The policy must be endorsed to **include coverage for sexual abuse and molestation* with a minimum limit of $1,000,000.**
*Sexual Abuse and Molestation coverage may be included in either Commercial General Liability and/or Professional Liability.

C. In the event that the professional liability insurance required by this Contract is written on a claims-made basis, Contractor warrants that any retroactive date under the policy shall precede the effective date of this Contract; and that either continuous coverage will be maintained or an extended discovery period will be exercised for a period of two (2) years beginning at the time work under this Contract is completed.

c. **Additional Insured Requirements:** The Commercial General and Automobile policies shall include, or be endorsed to include, the following provisions:

i. The certificate of insurance for Commercial General Liability must be endorsed to include the following additional insured language: **"Maricopa County and its departments, 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:

"Maricopa County and its departments, boards, commissions, officials, agents, and employees shall be named as additional insureds with respect to liability arising out of the activities performed by or on behalf of the Contractor, involving automobiles owned, leased, hired or borrowed by the Contractor."

iii. The Contractor's insurance coverage shall be primary insurance with respect to all other available sources.

iv. Coverage provided by the Contractor shall not be limited to the liability assumed under the indemnification provisions of this Contract.

d. **Cancellation Notice.** The certificate of insurance shall indicate, and all policies shall provide, that the policies shall not be suspended, voided, canceled, expire, or materially change to affect the coverage available to Maricopa County without sixty (60) days prior written notice to the Contract Officer.

e. **Noncompliance.** In the event that the insurer cancels any of the coverages specified in this Paragraph for any reason, the Contractor shall obtain replacement coverage acceptable to the Contract Officer within five (5) days. Failure to comply with this requirement shall be grounds for terminating the Contract. Any failure to comply with the claim reporting provisions of the insurance policies or any breach of an insurance policy warranty shall not affect the County's right to coverage afforded under the insurance policies.

f. **Payment.** If services are delivered when all insurance requirements are not in effect, set forth in Paragraph 18, Sections a, b, and c, Maricopa County may recoup or deny payment to the contractor.

g. The insurance policies may provide coverage that contains deductibles or self-insured retentions. Such deductible and/or self-insured retentions shall not be applicable with respect to the coverage provided to County under such policies. Contactor shall be solely responsible for the deductible and/or self-insured retention and County, at its option, may require Contractor to secure payment of such deductibles or self-insured retentions by a surety bond or an irrevocable and unconditional letter of credit.

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

19. ALTERNATIVE DISPUTE RESOLUTION:

i. After the exhaustion of the administrative remedies provided in the Maricopa County Procurement Code, any contract dispute in this matter is subject to compulsory arbitration. Provided the parties participate in the arbitration in good faith, such arbitration is not binding and the parties are entitled to pursue the matter in state or federal court sitting in Maricopa County for a de novo determination on the law and facts. If the parties cannot agree on an arbitrator, each party will designate an arbitrator and those two arbitrators will agree on a third arbitrator. The three arbitrators will then serve as a panel to consider the arbitration. The parties will be equally responsible for the compensation for the arbitrator(s). The hearing, evidence, and procedure will be in accordance with Rule 74 of the Arizona Rules of Civil Procedure. Within ten (10) days of the completion of the hearing the arbitrator(s) shall:

ii. Render a decision;

iii. Notify the parties that the exhibits are available for retrieval; and

iv. Notify the parties of the decision in writing (a letter to the parties or their counsel shall suffice).

v. Within ten (10) days of the notice of decision, either party may submit to the arbitrator(s) a proposed form of award or other final disposition, including any form of award for attorneys' fees and costs. Within five (5) days of receipt of the foregoing, the opposing party may file objections. Within ten (10) days of receipt of any objections, the arbitrator(s) shall pass upon the objections and prepare a signed award or other final disposition and mail copies to all parties or their counsel.

vi. Any party which has appeared and participated in good faith in the arbitration proceedings may appeal from the award or other final disposition by filing an action in the state or federal court sitting in Maricopa County within twenty (20) days after date of the award or other final disposition. Unless such action is dismissed for failure to prosecute, such action will make the award or other final disposition of the arbitrator(s) a nullity.

20. Confidentiality of Client Information

a. **Compliance.** The Contractor, its personnel, volunteers, interns and subcontractors unless otherwise exempt, shall adhere to all federal, state and local laws regarding confidentiality including, but not limited to the Health Insurance Portability and Accountability Act (HIPAA) Pub. L. No. 1-4-191 (1996) and regulations promulgated there under.

b. **Prohibition.** The Contractor, its personnel subcontractors, volunteers and interns shall not divulge or release information received from Maricopa County about any client to anyone without a court order, except to the referring Maricopa County Department, or anyone authorized by the Contract Officer to receive it. Violation of this Paragraph or applicable law shall constitute grounds to terminate this Contract.

c. **Release Authorization**. Release of records containing client information requires a signed authorization/release form executed in accordance with current state licensing and federal standards. All release authorization forms shall be maintained by the Contractor and indicate the person or agency to receive the information, the specific information to be released, and the expiration date or event that will trigger the expiration date of the release, and shall be signed by the client and the client's parent, guardian, or designated representative. Release forms shall meet all federal and state requirements, as applicable and including, but not limited to, 42 CFR Part 2 and 45 CFR 164.508. Unless the entity is otherwise exempt, disclosures must be accounted for under 45 CFR 164.528.

d. **Record Dissemination.** Except for the persons identified in Subparagraph b, the Contractor shall refer persons requesting records of written documentation contain client information relating to this Contract to the referring Maricopa County Department. The Contractor shall maintain release authorization forms to track the dissemination of information in each client's record, except for the release of record to the referring Maricopa County Department. The process for dissemination of record is listed below and varies by record type.

i. *Referral records* are defined as records obtained through the referring Maricopa County Department and shall be considered court. Contractor shall refer persons requesting client court records to the referring Maricopa County Department.

ii *Internal records* are defined as records originated by the Contractor in the delivery of service under this Contract and are only authorized for release to a third party through the release authorization as defined in Subparagraph c. Referral records obtained are not considered internal records and are only authorized for release as defined in this Subparagraph.

iii. *Third party records* are defined as records obtained by the Contractor from a third party through a release authorization and are authorized for release as defined in this Subparagraph c.

e. **Request for Record**. The Contractor shall request record(s) from a third party with a release authorization as defined in Subparagraph c. Any request for client records, as defined in Subparagraph d-i, shall be referred to the referring Maricopa County Department.

f. **Procedures and Controls.** The Contractor shall have written policies and procedures, and maintain controls, acceptable to the Contract Officer which comply with Paragraphs 14 and 20 of these Standard Terms and Conditions, rules, policies and any applicable statutes. The Contractor shall conduct and document an annual review of all written policies and changes incorporated therein because of responses to monitoring reports, quality assurance checks and/or performance improvement plans. At a minimum, they shall address the compilation, locked storage, dissemination, retention and disposal of client records, information, and Incident Reports. Except as authorized by the Contract, the policies, procedures, and controls shall assure that no information contained in the Contractor's records or obtained from designated authorities or others is used or disclosed by the Contractor's agents, officers, or personnel; its volunteers or interns; or by subcontractors.

g. **Research Data**. Notwithstanding any other provision of this Paragraph, the Contractor shall not provide to anyone other than the referring Maricopa County Department 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.

21. 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.

22. 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.

23. Cancellation Due to Conflict of Interest

Notice is given that pursuant to A.R.S. §38-511 the County may cancel this Contract without penalty or further obligation within three years after execution of the contract, if any person significantly involved in

initiating, negotiating, securing, drafting or creating the contract on behalf of the County is at any time while the Contract or any extension of the Contract is in effect, an employee or agent of any other party to the Contract in any capacity or consultant to any other party of the Contract with respect to the subject matter of the Contract. Additionally, pursuant to A.R.S §38-511 the County may recoup any fee or commission paid or due to any person significantly involved in initiating, negotiating, securing, drafting or creating the contract on behalf of the County from any other party to the contract arising as the result of the Contract.

24. Effect of Contradictory Provisions

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

25. 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 Maricopa County.

e. **Non-waiver.** The Program Administrator's acceptance of performance that 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. **INFLUENCE**

As prescribed in MC1-1202 of the Maricopa County Procurement Code, any effort to influence an employee or agent to breach the Maricopa County Ethical Code of Conduct or any ethical conduct, may be grounds for Disbarment or Suspension under MC1-902.

An attempt to influence includes, but is not limited to:

i. A Person offering or providing a gratuity, gift, tip, present, donation, money, entertainment or educational passes or tickets, or any type valuable contribution or subsidy,

ii. That is offered or given with the intent to influence a decision, obtain a contract, garner favorable treatment, or gain favorable consideration of any kind.

If a Person attempts to influence any employee or agent of Maricopa County, the Chief Procurement Officer, or his designee, reserves the right to seek any remedy provided by the Maricopa County Procurement Code, any remedy in equity or in the law, or any remedy provided by this contract.

g. **VERIFICATION REGARDING COMPLIANCE WITH ARIZONA REVISED STATUTES §41-4401 AND FEDERAL IMMIGRATION LAWS AND REGULATIONS:**

i. By entering into the Contract, the Contractor warrants compliance with the Immigration and Nationality Act (INA using e-verify) and all other federal immigration laws and

regulations related to the immigration status of its employees and A.R.S. §23-214(A). The contractor shall obtain statements from its subcontractors certifying compliance and shall furnish the statements to the Procurement Officer upon request. These warranties shall remain in effect through the term of the Contract. The Contractor and its subcontractors shall also maintain Employment Eligibility Verification forms (I-9) as required by the Immigration Reform and Control Act of 1986, as amended from time to time, for all employees performing work under the Contract and verify employee compliance using the E-verify system and shall keep a record of the verification for the duration of the employee's employment or at least three years, whichever is longer. I-9 forms are available for download at USCIS.GOV.

ii. The County retains the legal right to inspect contractor and subcontractor employee documents performing work under this Contract to verify compliance with paragraph 25, sub g of this Section. Contractor and subcontractor shall be given reasonable notice of the County's intent to inspect and shall make the documents available at the time and date specified. Should the County suspect or find that the Contractor or any of its subcontractors are not in compliance, the County will consider this a material breach of the contract and may pursue any and all remedies allowed by law, including, but not limited to: suspension of work, termination of the Contract for default, and suspension and/or debarment of the Contractor. All costs necessary to verify compliance are the responsibility of the Contractor.

h. **VERIFICATION REGARDING COMPLIANCE WITH ARIZONA REVISED STATUTES §§35-391.06 AND 35-393.06 BUSINESS RELATIONS WITH SUDAN AND IRAN:**

i. By entering into the Contract, the Contractor certifies it does not have scrutinized business operations in Sudan or Iran. The contractor shall obtain statements from its subcontractors certifying compliance and shall furnish the statements to the Procurement Officer upon request. These warranties shall remain in effect through the term of the Contract.

ii. The County may request verification of compliance for any contractor or subcontractor performing work under the Contract. Should the County suspect or find that the Contractor or any of its subcontractors are not in compliance, the County may pursue any and all remedies allowed by law, including, but not limited to: suspension of work, termination of the Contract for default, and suspension and/or debarment of the Contractor. All costs necessary to verify compliance are the responsibility of the Contractor.

i. **AVAILABILITY OF FUNDS**

The provisions of this Contract relating to payment for services shall become effective when funds assigned for the purpose of compensating the Contractor as herein provided are actually available to County for disbursement. The County shall be the sole judge and authority in determining the availability of funds under this Contract. County shall keep the Contractor fully informed as to the availability of funds.

If any action is taken by any state agency, Federal department or any other agency or instrumentality to suspend, decrease, or terminate its fiscal obligations under, or in connection with, this Contract, County may amend, suspend, decrease, or terminate its obligations under, or in connection with, this Contract. In the event of termination, County shall be liable for payment only for services rendered prior to the effective date of the termination, provided that such services are performed in accordance with the provisions of this Contract. County shall give written notice of the effective date of any suspension, amendment, or termination under this Section, at least ten (10) days in advance.

j. **REQUIREMENTS CONTRACT**:

i. Contractor signifies its understanding and agreement by signing this document that this Contract is a requirements contract. This Contract does not guarantee any purchases will

be made (minimum or maximum). Orders will only be placed when County identifies a need and issues a purchase order or a written notice to proceed.

ii. County reserves the right to cancel purchase orders or notice to proceed within a reasonable period of time after issuance. Should a purchase order or notice to proceed be canceled, the County agrees to reimburse the Contractor for actual and documented costs incurred by the Contractor. The County will not reimburse the Contractor for any avoidable costs incurred after receipt of cancellation, or for lost profits, or shipment of product or performance of services prior to issuance of a purchase order or notice to proceed.

iii. Purchase orders will be cancelled in writing.

k. **AUDIT DISALLOWACES:**

If at any time, County determines that a cost for which payment has been made is a disallowed cost, such as overpayment, County shall notify the Contractor in writing of the disallowance. County shall also state the means of correction, which may be but shall not be limited to adjustment of any future claim submitted by the Contractor by the amount of the disallowance, or to require repayment of the disallowed amount by the Contractor.

l. **RIGHTS IN DATA:**

The County shall own have the use of all data and reports resulting from this Contract without additional cost or other restriction except as provided by law. Each party shall supply to the other party, upon request, any available information that is relevant to this Contract and to the performance hereunder.

m. **INTEGRATION:**

This Contract represents the entire and integrated agreement between the parties and supersedes all prior negotiations, proposals, communications, understandings, representations, or agreements, whether oral or written, express or implied.

n. **CONTRACTOR LICENSE REQUIREMENT:**

The Respondent shall procure all permits, insurance, licenses and pay the charges and fees necessary and incidental to the lawful conduct of his/her business, and as necessary complete any required certification requirements, required by any and all governmental or non-governmental entities as mandated to maintain compliance with and in good standing for all permits and/or licenses. The Respondent shall keep fully informed of existing and future trade or industry requirements, Federal, State and Local laws, ordinances, and regulations which in any manner affect the fulfillment of a Contract and shall comply with the same. Contractor shall immediately notify both Office of Procurement Services and the using agency of any and all changes concerning permits, insurance or licenses.

Respondents furnishing finished products, materials or articles of merchandise that will require installation or attachment as part of the Contract, shall possess any licenses required. A Respondent is not relieved of its obligation to posses the required licenses by subcontracting of the labor portion of the Contract. Respondents are advised to contact the Arizona Registrar of Contractors, Chief of Licensing, at (602) 542-1525 to ascertain licensing requirements for a particular contract. Respondents shall identify which license(s), if any, the Registrar of Contractors requires for performance of the Contract.

Respondents warrant and represent that within the last five (5) years no regulating agency has restricted the agency's license or scope of practice for any matter related to the Scope of Services. If at any time during the course of the Contract, a restriction occurs or an investigation is commenced, the Contract Officer and the Program Administrator shall be notified in writing within three (3) business days of such action.

o. **CERTIFICATION REGARDING DEBARMENT AND SUSPENSION**

i. The undersigned (authorized official signing for the Contractor) certifies to the best of his or her knowledge and belief, that the Contractor, defined as the primary participant in accordance with 45 CFR Part 76, and its principals:

a. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal Department or agency;

b. have not within 3-year period preceding this Contract been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statues or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

c. are not presently indicted or otherwise criminally or civilly charged by a government entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (2) of this certification; and

d. have not within a 3-year period preceding this Contract had one or more public transaction (Federal, State or local) terminated for cause of default.

ii. Should the Contractor not be able to provide this certification, an explanation as to why should be attached to the Contact.

iii. The Contractor agrees to include, without modification, this clause in all lower tier covered transactions (i.e. transactions with subcontractors) and in all solicitations for lower tier covered transactions related to this Contract.

p. **Statewide Purchasing**

Any Arizona court or any political subdivision on behalf of a court or Maricopa County may procure material or services described in this Contract for use by Arizona courts judicial branch units, or Maricopa County. Where so authorized, Contractor agrees to provide such materials or services to other courts or Maricopa County at the Contract prices and under the Contract terms. Any attempt to represent any material and/or service as being under contract with the Court which is not a subject of or addition to this Contract is a violation of the Contract and the Judicial Branch Procurement Rules. Any such action is subject to the legal and contractual remedies available to the Court or Maricopa County inclusive of, but not limited to, Contract cancellation, suspension and/or debarment of the Contractor.

26. Fingerprinting

a. **Fingerprinting Requirements.** Contractor's personnel which includes employees, subcontractors, volunteers, and interns who provide or may provide direct services to clients under this contract shall prior to performing services under this contract:

i. Be fingerprinted as required by this Subparagraph. Contractor shall ensure **within seven (7) working days of employment**, as a condition of employment, personnel who are employed by any contract provider, whether paid or not, and who are required or allowed to provide services directly to clients shall have a valid fingerprint clearance card issued or shall apply for a fingerprint clearance card; and

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

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

Prior to being allowed to perform services under this contract, the Contractor shall obtain personnel's fingerprint clearance card and contact the Department of Public Safety (DPS) to verify the validity of the fingerprint clearance card. This verification process must be documented in the personnel file and a copy of the fingerprint clearance card must be maintained in the personnel file.

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

A. Within seven (7) working days of employment, personnel must complete **AND** submit a fingerprint clearance application to DPS. A copy of the application, including the fingerprint ink card must be maintained in the personnel file. Once the person receives the fingerprint clearance card, a copy of the card must be maintained in the personnel file.

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

c. **Status Checks.** The Contractor must check the status of the application with DPS for a fingerprint clearance card at 30 days after submission and every 7 days thereafter until the employee presents either a valid fingerprint clearance card, a denial from the DPS, or is advised by DPS that the application has been completed. If the information from DPS indicates the application has been completed, the employee must immediately present a fingerprint clearance card or be suspended from performing services under this contract until the clearance card is presented.

d. **Record Keeping.** The contractor shall maintain a copy of the record of fingerprinting in a file described in Paragraphs 40 and 41 of these standard terms and conditions. The Contractor shall make the file available for inspection on request. The original fingerprint clearance card is the personal property of the individual whose name appears on the card.

e. **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.

f. **Failure to comply.** If the Contractor, any of its personnel, or any volunteers, interns, or other subcontractors fails to disclose or falsifies information to be disclosed in this Paragraph, or otherwise fails to comply with the requirements of this Paragraph, the Contract Officer shall direct the Contractor to take action immediately to comply with this Paragraph and any other actions that are appropriate under the circumstances. If the Contractor fails to take all appropriate actions as directed, the Contract Officer shall terminate the contract.

27. Group Homes

a. In addition to all other terms and conditions of the contract, Maricopa County shall require for each Group Home contract awarded, renewed or amended the following minimum provisions:

i. The Group Home shall provide a safe, clean and humane environment for the residents.

ii. The Group Home is responsible for the supervision of the residents while they are in the group home environment or while residents are engaged in any off-site activities organized or sponsored by and under the direct supervision and control of the group home or any organization affiliated with the group home.

iii. All Group Home contractors shall be licensed by either the Department of Health Services or the Department of Economic Security.

iv. The award of a contract is not a guarantee that children will be placed in the group home.

v. A license violation by the group home that is not corrected pursuant to this section may also be considered a contract violation.

vi. Maricopa County, 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. Maricopa County reserves the right to remove residents from the Group Home or suspend new placements to the Group Home until the contracting violation is corrected.

B. The right of Maricopa County to cancel the Contract.

viii. Within ten (10) business days after Maricopa County receives a complaint relating to a Group Home Maricopa County shall notify the Group Home provider and either initiate an investigation or refer the investigation to the licensing authority. If any complaint concerns an immediate threat to the health and safety of a child, the complaint shall be immediately referred to the licensing authority. If Maricopa County 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, Contract Officer may cancel the contract immediately on notice to the group home and may remove the residents.

b. When a licensing authority has determined that a license violation has occurred or is occurring, the Contractor shall notify Contract Officer and Program Administrator within fourteen (14) calendar days upon notice of a licensing violation. If an emergency license suspension occurs, written notification to Contract Officer and Program Administrator is required within twenty-four (24) hours.

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

SECTION III - CLIENT RIGHTS

28. Client Rights

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:

a. Confirms receipt of a copy of the Client Rights by the client
b. Indicates that a verbal explanation was provided by the Contractor
c. Indicates the clients understanding of the Client Rights and Responsibilities.

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;

a. To be treated with dignity, respect and consideration;

b. Not to be discriminated against based on race, national origin, religion, gender, sexual orientation, age, disability, marital status, diagnosis, or source of payment;

c. 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

d. To receive treatment that;

   i. Supports and respects the client's individuality, choices, strengths and abilities.
   ii. 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.
   iii. Is provided in the least restrictive environment that meets the client's treatment needs.
   iv. Incorporates the family members, guardian, and/or other support persons, as appropriate.

e. To submit grievances to agency staff members and complaints to outside entries and other individuals without constraint or retaliation;

f. To have grievances considered by a contractor in a fair, timely and impartial manner;

g. To seek, speak to, and be assisted by a legal counsel of the client's choice at the client's expense;

h. To receive assistance from a family member, designated representative, or other individual in understanding, protecting, or exercising the client's rights;

i. 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;

j. To privacy in treatment, including the right not to be fingerprinted, photographed, or recorded without consent except:

   i. For photographing for identification and administrative purpose as provided by A.R.S. Title 36-507 (2).
   ii. For video recordings used for security purposes that are maintained only on a temporary basis.

k. 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;

l. A general consent form for services shall be signed by the parent/guardian and is advisable in addition to the treatment. This form would be obtained prior to the provision of services;

m. An Informed Consent Form, as outlined in the definitions of these Terms and Conditions, which is signed by the client and the client's parent, guardian, or designated representative as appropriate and contains documentation that a verbal explanation has been provided to the client. Informed consent can be accomplished by providing a verbal explanation of the client's condition and proposed treatment/services including the intended outcome, the nature of the proposed treatment/services, any procedures involved in the proposed treatment/services, risk or side effects of the proposed treatment/services and any alternatives to the proposed treatment/services.

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

n. To be free from abuse, neglect, exploitation, coercion, and manipulation;

o. 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;

p. To participate or refuse to participate in religious activities; and

q. To refuse to acknowledge gratitude to the contractor through written statements, other media, or speaking engagements at public gatherings.

Telephone Numbers. The Contractor shall post, in a waiting or public access area and at the telephone available for client use, the local telephone number or hotline number of the Arizona Department of Economic Services, Office of Child Protective Services, and local emergency numbers.

29. 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.

i. Restriction of communication or visits required for therapeutic reasons shall be determined with the client, the client's parents, the family, the therapist or counselor, and the designated representative or guardian and be documented in the client's record.

ii. The Contractor shall make telephones accessible, ensure that correspondence can be received and mailed, and make space available for visits.

c. **Scheduling.** If a Contractor providing services under an out-of-home program restricts the times and places for visits and the use of telephones, it shall do so in writing and post the restrictions in a conspicuous place.

d. **Photographs.** The Contractor shall not use photographs of a client without a dated and signed written consent form from the client, and the client's parent or guardian (if a minor). The Contractor shall state on the form the specific reasons for using the photograph and the manner in which the Contractor intends to use it. The Contractor shall place the form in the client's record.

30. 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.

31. 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

32. General Requirements

a. **Qualified Staff.** The Contractor shall be staffed to meet the acuity of the client with qualified personnel to provide the quantity and type of services set forth in the Contractor's Application. The Contractor's personnel qualifications shall meet the requirements of this Contract and be commensurate with the level of care required by clients and the client admission and discharge criteria of the Contractor.

b. **CPR.** There shall be a minimum of one (1) person with current certification in first aid training and one (1) person with current cardiopulmonary resuscitation certification from a program approved by the American Heart Association, the American Red Cross or the OBHL of the Arizona Department of Health Services on the premises at all times when the Contractor is open and clients are present, or when the Contractor is providing general transportation or for staff-supervised group outings. One person may meet both certification requirements. This requirement does not apply to staff providing in-home services, mentoring services outside of a facility or big brother/big sister programs.

c. **Operating Policy.** The Contractor shall have written policies that implement the Terms and Conditions of the Contract; including, but not limited to, incident reporting, participation by case managers in treatment/service planning, staffing and discharge planning, client file documentation and storage and dissemination of client records.

d. **Annual Policy Review.** The Contractor shall conduct and document an annual review of all written policies and changes incorporated therein as a result of responses to monitoring reports, quality assurance checks and/or performance improvement plans.

33. Personnel Policies and Organization Chart

a. **Personnel Policies.** The Contractor shall establish written policies describing the duties, responsibilities and required minimum qualifications of its personnel, including subcontractors. Personnel policies shall include standards governing the ethical conduct of personnel and confidentiality of information in compliance with Paragraph 20 of these Standard Terms and Conditions. The personnel policies shall set forth specific qualification requirements. The qualification requirements shall relate to the service categories offered by the Contractor under this Contract and shall be consistent with the minimum requirements set forth by state licensing authorities and/or relate to the Contract.

b. **Policies Concerning Volunteers and Interns.** If the Contractor uses volunteers or interns to provide services to clients, it shall have written policies governing the provision of those services that set forth qualification requirements for, and service descriptions and responsibilities of, volunteers and interns. The policies shall also address screening, training, and orientation of the volunteers/interns. Volunteer and intern supervision shall be provided as outlined in Paragraph 37 of this document**.** The policies and procedures shall mandate that information about each volunteer or intern be retained in the Contractor's files according to Paragraph 41 of these Standard Terms and Conditions.

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

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

SECTION V - MINIMUM PERSONNEL QUALIFICATIONS TO PROVIDE SERVICES TO CLIENTS

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

Maricopa County 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 35.

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

a. **Generally.** Any person who provides the professional services referenced in Paragraph 34 of these Standard Terms and Conditions shall be at least twenty-one (21) years of age, possess a minimum of a Master's degree in a human service related specialty and have at least one of the following qualifications:

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

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

iii. *Professional counselors*, *marriage and family therapists*, *social workers* or *substance abuse counselors* shall hold a Master's degree in a human service related specialty and have the following qualifications as applicable:

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

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

C. *Substance abuse counselors* shall be a Licensed Independent Substance Abuse Counselor (LISAC) with the Arizona Board of Behavioral Health Examiners pursuant to A.R.S. Title 32, Chapter

D. *Social workers* shall be a Licensed Clinical Social Worker (LCSW) with the Arizona Board of Behavioral Health Examiners pursuant to A.R.S. Title 32, Chapter 33.

b. **Non-Licensed Ph.D**. Ph.D. level staff, that is not clinical psychologists and is not licensed by the Arizona Board of Psychologist Examiners, shall be licensed to practice independently by the Arizona Board of Behavioral Health Examiners pursuant to A.R.S. Title 32, Chapter 33, or must meet the standards listed in of Paragraph 35, Subparagraphs g, h, or i.

c. **Nurse Practitioners.** Nurse practitioners providing the services specified in Paragraph 34 of these Standard Terms and Conditions shall be at least twenty-one (21) years of age, hold a Master's degree in a human services specialty, and licensed by the Arizona Board of Nursing pursuant to A.R.S. Title 32, Chapter 15.

d. **Physician Assistants.** Physician assistants providing the services specified in Paragraph 34 of these Standard Terms and Conditions shall be at least twenty-one (21) years of age, hold a Master's degree, and licensed by the Arizona Board of Medical Examiners pursuant to A.R.S. Title 32, Chapter 25.

e. **Registered Nurses.** Registered nurses providing the services specified in Paragraph 34 of these Standard Terms and Conditions shall be at least twenty-one (21) years of age, hold a Master's degree, and licensed by the Arizona Board of Nursing pursuant to A.R.S. Title 32, Chapter 15 and shall have one (1) year of work experience in a behavioral health field.

f. **OBHL-Licensed Agency Personnel.** Paraprofessional behavioral health professionals and behavioral health technicians who hold a minimum of a Bachelor's degree in a human service related specialty, have a minimum of two (2) years of documented full-time experience working with the client population being served and are employed by an agency licensed by the Department of Health Services as outlined in R9-20-204 and receiving clinical supervision as outlined in R4-6-101 are allowed to provide assessment, treatment/service planning, group, individuals and family counseling, and other direct care services under this contract and shall not engage in independent practice.

g. **Licensed Associate Behavioral Health Professionals.** Staff licensed at the Associate level by the Arizona Board of Behavioral Health Examiners as cited in R4-6-403 through R4-6-707 may provide assessment, treatment/service planning, group, individual and family counseling, and other direct care services under this contract and shall have a minimum of two (2) years of documented full-time experience working with the client population being served; shall not engage in independent practice; and shall receive at least one (1) hour of clinical supervision for every ten (10) hours of professional service delivery by a person listed in Paragraph 36 a. i – a. iii.

h. **Temporarily Licensed Staff.** A Master's degree clinician who possesses a temporary license from the BBHE as described in R4-6-306 may provide assessment, treatment/service planning, group, individual and family counseling, and other direct care services under this contract. The clinician must adhere to requirements of the BBHE and receive supervision by a person meeting the requirements of this Paragraph, section a-iii A, B, C, or D. Supervision must occur contemporaneously and be delivered no less than one hour for every ten (10) hours of direct professional services delivered to clients referred under this Contract.

i. **Failure to Use Qualified Personnel or Subcontractors**. If the Contractor provides services through personnel or subcontractors who do not meet the minimum qualifications set forth in this Paragraph, the Contractor shall not be entitled to compensation for those services and the Contract Officer may recoup, through offset or any other means, any compensation already paid for the services. In addition, the Contract Officer may take actions that the officer deems appropriate under Paragraph 11 of these Standard Terms and Conditions.

j. **The Contractor** shall document competency, experience, and training of staff, as outlined in Paragraph 34-36 of this Contract, within thirty (30) days of hire, and before allowing staff to perform services to clients under this contract.

k. **Any exceptions** to this standard shall be temporary in nature, not to exceed two (2) years and be based on a plan to rectify the need for the exception. Any exception granted herein only applies to services rendered under this contract and should not be construed as a general permission or exemption from the requirements of the BBHE.

l. **The Contractor** will provide to Program Administrator a list of direct services staff on at minimal a yearly basis, and/or upon request or at the start of any contract year to include name, degree, license type and corresponding license number.

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

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

a. **Paraprofessionals.** Staff, sub-contractors, and Master's Degree Interns providing non-clinical assessment, service planning, case management and non-clinical/non- psychotherapy to clients shall be at least twenty one (21) years of age; possess a minimum of a Associate's Degree in a human service related field or two years directly related experience.

b. **Direct Care Personnel.** Staff, including volunteers and Bachelor Degree Interns, providing direct care services to clients shall be at least twenty-one (21) years of age, possess a high school diploma or general education diploma, and have relevant experience and training with the population being served. The Contractor shall restrict direct care staff, including volunteers and Bachelor Degree Interns, to providing non-therapeutic services such as, but not limited to, life skills education and training, recreational and social activities, and milieu activities to clients. Direct care staff shall be competent, and have the experience and training necessary, to provide the services assigned but only under direct supervision.

c. **The Contractor** shall document competency, experience, and training of staff, as outlined in Paragraph 34-36 of this Contract, within thirty (30) days of hire, and before allowing staff to perform services to clients under this contract.

d. **Failure to Use Qualified Personnel or Subcontractors**. If the Contractor provides services through personnel or subcontractors who do not meet the minimum qualifications set forth in this Paragraph, the Contractor shall not be entitled to compensation for those services and the Contract Officer may recoup, through offset or any other means, any compensation already paid for the services. In addition, the Contract Officer may take actions that the officer deems appropriate under Paragraph 11 of these Standard Terms and Conditions.

e. **Exceptions.** Any exceptions to this standard shall be temporary in nature, not to exceed 2 years and be based on a plan to rectify the need for the exception. Any exception granted herein only applies to services rendered under this contract and should not be construed as a general permission or exemption from the requirements of the BBHE.

f. **The Contractor** will provide to Program Administrator a list of direct care staff on at minimal a yearly basis, and/or upon request or at the start of any contract year to include name, degree, and if applicable, license type and corresponding license number**.**

SECTION VI - SUPERVISION

37. Supervision of Direct Care Staff

a. **Supervision.** The Contractor shall supervise, individually or in a group, the experiences and interactions of each personnel, subcontractors, interns and volunteers unless independently licensed, providing direct care services to clients. Supervision shall be a minimum of two (2) hours per month by a person who is at least:

i. The holder of a bachelor's degree in a field of study related to human services granted by an accredited college or university with a minimum of three (3) years work experience relevant to the person's area of supervision;

ii. The holder of a master's degree in a field related to human services granted by an accredited university with a minimum of two (2) years work experience relevant to the person's area of supervision;

iii. The holder of a doctorate in a field of study related to human services from an accredited university with a minimum of one (1) year of work experience relevant to the person's area of supervision; or

iv. A registered nurse who has a minimum of one (1) year of work experience in a behavioral health setting.

b. **Documentation.** The Contractor shall document and retain in the appropriate file, that each of the personnel described in Subparagraph a. has received the supervision described in the Subparagraph. The supervision and documentation shall occur contemporaneously. The documentation shall be in a clear and consistent manner that includes:

i. The date of the supervision;

ii. The name, signature, date and professional credential or job title of the supervisor;

iii. The name, signature, date and professional credential or job title of the person receiving the supervision;

iv. The duration of the supervision session;

v. Identification of the topic(s) addressed, which may include, but is not limited to, clinical issues and skills, unique needs of the client and family, record keeping and documentation, training and development plans, competency determinations, administrative and programming issues;

vi. Whether the supervision occurred in a group or individual setting;

vii. Identification of staff training needs and recommendations made by the supervisor to enhance job performance.

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

38. Supervision of Waivered Staff

a. **Professional Staff Requirements.** The Contractor shall ensure that personnel who are granted an exemption under Paragraph 36 or who meet the BBHE licensing exemption in Paragraph 35 Subparagraph b of these Standard Terms and Conditions, and who provide professional services to clients, referred under the terms of this contract, receive at least one (1) hour of clinical

supervision for every ten (10) hours of professional service delivery by a person listed in Paragraph 35 Subparagraphs a-i through a-iii, and be in accordance with his/her licensure requirements to provide supervision. Staff providing less than ten (10) hours of professional service delivery must receive a minimum of one (1) hour of supervision per month. Additional requirements may be imposed on the Contractor for waivered staff.

b. **Direct Care Staff Requirements.** The Contractor shall ensure that personnel, who are granted an exemption to provide direct care supervision as described in this Paragraph, must receive at least two (2) hours per month of supervision by a person listed in Subparagraphs a- i through a-iv. Additional requirements may be imposed on the Contractor for exempted staff.

c. **Documentation.** The Contractor shall document, and retain in the appropriate file, that each of the personnel described in Subparagraph a and b has received the supervision described in this Paragraph. The supervision and documentation shall occur contemporaneously. The documentation shall include:

i. The date of the supervision;

ii. The name, signature, date and professional credential or job title of the supervisor;

iii. The name, signature, date and professional credential or job title of the person receiving the supervision;

iv The duration of the supervision session;

v. Identification of the topic(s) addressed, which may include, but is not limited to, clinical issues and skills, unique needs of the client and family, record keeping and documentation, training and development plans, competency determinations, administrative and programming issues;

vi. Whether the supervision occurred in a group or individual setting; and

vii. Identification of staff training needs and recommendations made by the supervisor to enhance job performance.

39. Key Personnel

a. The contractor must notify the Contracting Officer 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;
v. Suspension or administrative leave;

b. The contractor must identify within seven (7) business days the plan of action that addresses the vacancy of the key personnel position being vacated to the satisfaction of Maricopa County. If new staff are hired in response to the vacancy, the Contractor will submit a Notice of Change of Key Personnel as outlined in Paragraph 6.3.

SECTION VII – PERSONNEL AND RELATED FILES

40. Personnel Files

a. **File Contents.** The Contractor shall maintain a current, individual file of the Contractor's personnel and subcontractors who provide direct services to clients, which includes:

i. The person's name, birth date, address, social security number and phone number;

ii. Documentation that the person meets qualifications specified in Paragraphs 34, 35, 36 or 37 of these Standard Terms and Conditions to provide assigned services, including an official copy of a person's diploma or transcripts, record of dates and locations of work experience, education and training;

iii. If the staff person requested and/or received a waiver, all supervision documentation as outlined in Paragraph 39 of these Terms and Conditions and all correspondence with Maricopa County must be maintained in the personnel file;

iv. A copy of required licenses;

v. Documentation of compliance with the fingerprinting requirements set forth in Paragraph 26 of these Standard Terms and Conditions. *A copy of the fingerprint clearance card and verification of DPS validity OR a copy of the fingerprint clearance application, including fingerprint ink card if the person does not have the clearance card at the time of hire;*

vi. Documentation of written performance evaluations, conducted a minimum of every twelve (12) months, including the signature of the person acknowledging receipt of the evaluation;

vii. Documentation of any disciplinary actions taken against the person;

viii. If applicable**,** documentation of cardiopulmonary resuscitation and first aid certification;

ix. Documentation of orientation, continuing education or training (including web based) and competency determination;

x. A copy of the person's current job description and required qualifications with a dated signature of the person indicating that he or she understands and agrees that he or she meets stated qualifications, experience requirements, and can adequately perform duties described;

xi. If applicable, documentation of physical exam and TB testing with results and;

xii. Documentation of communication with DPS to confirm the validity of fingerprint clearance card or the status of the fingerprint application;

xiii. Documentation of competency determination as described in Paragraph 34-36 of these Standard Terms & Conditions;

xiv. Documentation of any required communication per Maricopa County Standard Terms & Conditions Paragraph 4. F: Related Litigation 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 Maricopa County review and inspection.

41. Files on Volunteers and Interns

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

i. The person's name, birth date, address, social security and phone numbers;

ii. Documentation that the person meets the qualifications specified in this Contract to provide assigned services, including a record of dates and locations of work experience, education, and training;

iv. Documentation of compliance with the fingerprinting requirements as specified in Paragraph 26 of these Standard Terms and Conditions. *A copy of the fingerprint clearance card and verification of DPS validity OR a copy of the fingerprint clearance application, including fingerprint ink card if the person does not have a clearance card at the time of volunteering or interning.*

v. Documentation of any disciplinary actions taken against the person;

vi. Documentation of orientation, training and supervision, as applicable; and

vii. Documentation of cardiopulmonary resuscitation and first aid certification, as applicable.

SECTION VIII - CLIENT ADMISSION AND DISCHARGE CRITERIA

42. Admission and Discharge Requirements

a. **Admission and Discharge Criteria.** The Contractor shall maintain admission and discharge criteria that 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 28 of these Standard Terms and Conditions.

SECTION IX - CLIENT ASSESSMENT

43. Assessment

a. **Generally.** Except as provided in Subparagraphs b and c of this Paragraph 43, the Contractor shall conduct an assessment and enter it in writing into a client's record within five (5) working days of the client's admission to the program. A psychiatrist, psychologist, or other behavioral health professional as identified in Paragraph 35 of these Standard Terms and Conditions shall conduct the assessment. A staff who has a waiver to conduct professional services may conduct the assessment under the supervision of staff qualified as outlined in Paragraph 39 of these Standard Terms and Conditions. The assessment, and the written record of it, shall include the following and be used to develop the treatment/service plan:

i. Date the assessment was conducted;

ii. Presenting issues;

iii. Identification of criminogenic factors for client.

iv. Social history;

v. Medical history with documentation of known allergies, required special diets, and current and past medications;

vi. Educational and vocational history;

vii. Substance abuse history, if applicable;

viii. Legal status assessment and history;

ix. Current services the client and family are receiving;

x. Client and family's history of past treatment and hospitalization for behavioral health and/or substance abuse issues;

xi. Information obtained from the interview with the client, his or her parent or guardian;

xii. Recommendations for further assessment and treatment as appropriate prior to finalization of treatment plan; and if applicable the need for additional evaluation and diagnosis as specified in Paragraph 46 of these Standard Terms and Conditions; and

xiii. Dated signature and credentials of person completing the assessment.

b. **Assessment Update.** The Contractor shall update the assessment as new information is obtained that effects the client's assessment, but no less than every 12 months.

c. **Evaluation History.** If a client received a psychiatric, psychological, psycho- educational, psychosexual evaluation within one (1) year of the client's admission to the program with the Contractor, the Contractor may use such evaluation(s) as the client's assessment under Subparagraph a if it meets the requirements. If the Contractor uses such evaluations as the client's assessment, it shall update the information and add the information required in Subparagraphs a and c, to ensure that the information thoroughly addresses all the items specified in Subparagraph a.

d. **Exemption.** The requirements of this Paragraph shall not be applicable to delinquency prevention programs, unless otherwise indicated on the service specification(s).

44. 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 case manager and enter the recommendations for additional evaluation into the client's record within thirty (30) days of admission to the program. The recommendations may include but are not limited to the following:

i. Psychiatric or psychological evaluation;
ii. Physical examination;
iii. Neurological examination;
iv. Laboratory tests;
v. Educational testing;
vi. Occupational and recreational therapy evaluations;
vii. Rehabilitation and vocational evaluation;
viii. Adaptive behavior evaluation or direct observation of behavior;
ix. Nutritional evaluations including specialized nutrition or dietary modifications; and
x. Speech and language evaluations.

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

SECTION X – CLIENT TREATMENT OR SERVICES PLANNING

45. Creating a Treatment or Service Plan

a. **Requirement.** The Contractor shall prepare a written treatment/service plan for each client based on the Contractor's assessment and evaluation conducted under Paragraph 43 and, if applicable, Paragraph 44 of these Standard Terms and Conditions. A psychiatrist, psychologist, or other behavioral health professional identified in Paragraph 34 of these Standard Terms and Conditions shall prepare an individualized treatment or service plan for clients referred under this Contract. Waivered personnel may prepare the plan under the supervision of staff qualified as outlined in Paragraph 36 of these Standard Terms and Conditions. The plan shall identify the person who wrote the plan and his/her credentials, and contain those person's legible signature(s) and is based on the findings of the assessment/evaluation.

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

c. **Time Line.** The Contractor shall prepare and implement treatment/service plans for the programs and within the time lines specified below, with the exception of services that have a different requirement outlined in the service specification:

i. For outpatient services, five (5) business days after completion of the assessment or upon admission to the program;

ii. For residential services, thirty (30) calendar days after completion of the assessment or upon admission to the program or unless stipulated differently in the applicable service specification.

d. **Participants.** The Contractor shall notify the client, case manager and, if applicable, the client's parent, guardian and/or designated representative in advance so that they may participate in the development of the treatment/service plan, or in any treatment plan reviews. The Contractor shall retain a copy of the notification, or documentation that it gave verbal notification, in the client record. If a client, a parent, guardian or designated representative is unable or unwilling to participate in the planning, or such participation is clinically inappropriate, the Contractor shall document the circumstances in writing and file the documentation in the client record.

e. **Agreement to Treatment/Service Plan**. At the time that the initial plan is developed and with each subsequent review, the Contractor shall document the participation of the client, the client's parent, guardian, and/or designated representative, and the case manager. The Contractor shall also document the participants' agreement to the plan by obtaining their dated signatures on it, or through a written record on the plan that the Contractor obtained verbal approval.

46. Contents of the Plan

a. **Generally.** The individualized treatment/service plan(s) shall, at a minimum, contain the following documented items:

i. The date the treatment/service plan was developed;

ii. Methods to impact the criminogenic factors identified in the assessment;

iii. Client and family's goals to achieve for improvement or maintenance of behavior, behavioral health or adaptive functioning;

iv. Specific measurable objectives that relate to the goals and dates when achievement of the objective is expected;

v. The services, activities, and programs planned for the client and family;

vi. Referrals for parent/family services;

vii. Discharge criteria and goals.

b. **Treatment Methods.** The methods used in service delivery and individualized treatment/service plan development shall be an accepted practice among the behavioral health field and demonstrate service capabilities which are appropriate to meet the client's needs, reduce delinquency risk and address responsivity factors such as age, gender and development.

c. **Implementation.** Services provided to the client shall be directed toward carrying out the treatment/service plan and verified by documentation through progress notes, attendance records, pre and post-tests, and performance indicators.

d. **Discharge Planning.** As part of the treatment plan or as an independent document developed by the Contractor, the Contractor shall document the readiness of the client for discharge and/or transition to the next level of care through a Discharge Plan. This plan shall be developed by the Contractor in conjunction with the client, clients' parent or guardian and the case manager and document the progress made towards transition and/or discharge of the client. This plan shall include but is not limited to the following documented items:

i. Behavioral, treatment or service milestones that must be accomplished by the client to allow for discharge or transition;

ii. Impact on the youth/family of the services provided and revised approaches needed to achieve discharge or transition readiness;

iii. The client's progress at meeting goals identified in the treatment/service plan;

iv. Treatment/service plan goals that may require modification;

v. Criminogenic factors that have been targeted for impact and progress at impacting them;

vi. Strengths of the child and/or family;

vii. Barriers to transition and/or discharge and plans to address them;

viii. Recommendations or referrals for additional or continued services to ensure continuity of care; and

ix. Identification of supports available to client and/or family in the community.

e. **Plan Review and Update.** The Contractor shall ensure that the treatment/service plan is reviewed and updated by qualified personnel as identified in Paragraph 35 and 36 of these Standard Terms and Conditions, at a minimum, when measurable objectives are accomplished, when additional client deficits that need intervention are identified, or at least every ninety (90) days from the initial date of the plan. The review and update shall comply with the requirements of Paragraph 46 of these Standard Terms and Conditions. The written review shall indicate:

i. Services, activities, programs and client goals added to, deleted or modified from the previous treatment/service plan;

ii. Progress toward the measurable objectives previously identified on the plan;

iii. Issues which impeded treatment progress and whether such issues were client-based or agency-based; and

iv. Discharge planning activity (unless a separate Discharge Plan is developed).

SECTION XI - REQUIREMENTS FOR CLIENT RECORD KEEPING

47. Confidentiality and Content of Client Records

a. **Confidentiality.** Client information, including client records, shall be kept confidential pursuant to the requirements of Paragraph 20 of these Standard Terms and Conditions.

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

i. An Informed Consent Form, as outlined in the definitions of these Terms and Conditions, which is signed by the client and the client's parent, guardian, or designated representative as appropriate and contains documentation that a verbal explanation has been provided to the client. Informed consent can be accomplished by providing a verbal explanation of the client's condition and proposed treatment/services including the intended outcome, the nature of the proposed treatment/services, any procedures involved in the proposed treatment/services, risk or side effects of the proposed treatment/services and any alternatives to the proposed treatment/services.

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

ii. A face sheet, which shall include name, address, telephone number, date of birth, person to notify in case of emergency, client's legal status, referral source, case manager, 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 45 and 46 of these Standard Terms and Conditions;

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

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

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

vii. A treatment/service plan as specified in Paragraphs 45 and 46 of these Standard Terms and Conditions, including any additional requirements as listed in the appropriate Service Specification;

viii. A notice of treatment/service planning as specified in Paragraph 46 of these Standard Terms and Conditions;

ix. Documentation of any treatment/service plan reviews and updates;

x. Progress notes, which are signed and dated by the staff providing the services, must be written on the day of the event for all services other then weekly milieu notes. Documentation of the services provided to the client and family in accordance with the treatment/service plan, duration of service, level of family involvement and the progress made toward goals and measurable objectives. This includes weekly milieu notes, at a minimum, documenting client behavior, participation, significant events or other items of note. Amended progress notes shall have the date, name, and signature of the person amending the note and the reason for the amendment. Group progress notes shall be individualized to each client attending group;

xi. Progress reports required by Paragraph 58 of these Standard Terms and Conditions;

xii. Evaluation reports required by Paragraph 58 of these Standard Terms and Conditions;

xiii. Documentation of incidents that involve clients, psychiatric emergencies, and client grievances;

xiv. A record of written, signed and dated physician's orders, and verbal orders given by telephone with documentation that such orders were reviewed and signed by the physician in accordance with the Contractor's policies. Such orders include but are not limited to, prescription medications, over- the-counter medications, PRN medications, restraints and seclusions;

xv. A record of all medications and dosages administered by licensed medical staff of the Contractor, and any medication self-administered by the client but monitored by Contractor staff under Paragraph 50 of these Standard Terms and Conditions;

xvi. Notations of communications pertinent to the client's well-being or treatment;

xvii. The discharge summary required by Paragraph 58 of these Standard Terms and Conditions;

xviii. Client consent to release client information, required by Paragraph 20 of these Standard Terms and Conditions, and for photographs, required by Paragraph 29. of these Standard Terms and Conditions;

xix. Documentation of Title XIX and Title XXI preliminary financial eligibility screening at intake as required by A.R.S. 36-3408, as applicable;

xx. Documentation of screening for AHCCCS enrollment and RBHA enrollment. If AHCCCS enrolled, ensure client is referred for RBHA enrollment and service eligibility, as applicable;

xxi. Documentation of the client's receipt of his/her client rights as required in Paragraph 28;

xxii. A copy of the Service Authorization Form (SAF) initiating and continuing services; and

xxiii. As applicable for Contractors providing out-of-home services, a copy of the physical examination and testing for communicable diseases (including TB) conducted within seven (7) days of intake and every year thereafter.

48. 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 referring Maricopa County Department personnel;

ii. Open files, readily available on request and in a form that permits them to be brought to a central location for inspection;

iii. Up-to-date entries, without error, and legible; and

iv. Notations and progress notes written in ink, typewritten or computer printed records, and signed with original signatures.

v. For electronic records see Paragraph 14.

b. **Relevant Information.** Client records shall contain information relating only to the individual client's course of care and treatment. The Contractor shall not record the behavior, comments, or actions of any other client who is receiving services in another client's record, except for such information that directly affects the care and treatment of the client.

c. **File Management.** The Contractor shall have a system of identifying, organizing, and filing of client records, hardcopy and if applicable electronically, to ensure information is maintained properly and for rapid location and retrieval at all times.

d. **Access.** The Contract Officer and Program Administrator shall have the right to inspect, review and copy client records for the purposes of administering this Contract, or other state or federal laws or regulations, as authorized in Paragraphs 12, 14, 15 and 16 of these Standard Terms and Conditions. Additionally, the staff of the referring Maricopa County Department shall have the right to examine, review and copy client records for the purpose of program requirements.

e. **Retention.** The Contractor shall retain complete client records, both hardcopy and electronic, according to Paragraph 14 of these Standard Terms and Conditions.

f. **Disposal.** The Contractor shall dispose of client records, and any other records that contain client information, according to Paragraphs 14 and 20 of these Standard Terms and Conditions.

g. **Personal Clothing Allowance.** For Contractors receiving personal and clothing money from Maricopa County, 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 client 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.

SECTION XII - MEDICATION CONTROL

49. General Requirements

If the Contractor is licensed, it shall administer client medications according to the ADHS/OBHL, and/or the ADES/ACYF licensing regulations. If the Contractor is unlicensed, it shall comply with Paragraph 50 and 51 of these Standard Terms and Conditions.

50. 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 59 of these Terms and Conditions.

e. **Current Drug Information.** The Contractor shall maintain current drug information to enable personnel responsible for monitoring a client's self- administration of medications to educate themselves about common reactions and side effects of the medication.

f. **Containers and Labels.** The Contractor shall keep self-administered medications in the original labeled prescription container as approved by the State Board of Pharmacy, which specifies:

i. The client's name;

ii. The name of the medication;

iii. The dose;

iv. How often and how long the medication is to be taken; and v. The physician's name and prescription date.

51. Medication Storage Area

a. **Generally.** Except for unit dosages, the Contractor shall store the client's medications in the original prescription container, in a separate storage space.

b. **Locked Storage**. The Contractor shall keep all medications in locked storage, free from dampness and abnormal temperatures, except for those requiring refrigeration. Only authorized personnel shall have access to the key.

c. **Refrigeration.** The Contractor shall keep all medications requiring refrigeration in a separate locked box securely fastened within the refrigerator, unless the refrigerator is locked or is located in a locked medication room. The temperature of the refrigerator shall not exceed 45 degrees Fahrenheit.

d. **External Use Medicines.** The Contractor shall store medications for external use, and eye, ear and rectal medications, separately from other medications.

e. **Discarding Medicines**. The Contractor shall separate and discard medications which have exceeded their expiration date, those that are unusable or not to be released to the client upon discharge, and those with an illegible or missing label. The Contractor shall dispose of all medications according to state and federal requirements. It shall conduct disposal through a licensed pharmacist or by an authorized personnel in accordance with Contractor policy and procedures.

f. **Inspections.** The Contractor shall designate one (1) personnel member to conduct inspections of all medication storage monthly. The inspections shall be documented and verify compliance with all medication storage area requirements of this Contract.

SECTION XIII - GENERAL CLIENT SERVICES REQUIREMENTS

52. General Client Services Requirements

a. **Release of Client.** Contractor personnel shall not release a juvenile client to anyone other than the custodial parent or agency, case manager, probation officer, guardian or a person designated by documented authorization from the custodial parent, juvenile Superior Court, agency or guardian. The Contractor shall have a procedure to verify telephone authorizations initiated by the custodial parent or guardian.

b. **Health and Safety.** Contractor personnel shall not at any time endanger the health or safety of the client under their care.

c. **Educational and Sports Materials.** If the Contractor is providing day programs or out-of-home treatment, it shall have available educational materials, equipment and toys for all clients receiving services. The Contractor shall provide such items for both indoor and outdoor activities and in a variety of sizes and designs appropriate to the clients' developmental and psychological needs. It shall also provide play materials and sports equipment in amounts that allow every client to be involved in play or recreational activity at any time. The Contractor shall maintain in a usable condition and disinfect as necessary all equipment, toys, and materials.

d. **Appropriate Behavior Control Methods.** Contractor personnel shall use behavior management methods to teach clients and model acceptable behavior. Clients shall not be allowed to discipline other clients. Contractor methods to promote socially accepted behavior and compliance with Contractor policies and procedures shall not be detrimental to the health, emotional or psychological needs of the client and shall not be associated with eating, sleeping, or toileting. Contractor personnel shall not humiliate, threaten, belittle or frighten a client, or use corporal punishment, and shall not permit other personnel and/or another client to do so. Inappropriate behavior management practices, as described in this Subparagraph and/or prohibited in the Contractor's policies and procedures, are considered by Maricopa County to be incidents as defined in Paragraph 59.

e. **Use of Translators.** The Contractor shall not use the client's family members or peers to translate languages to English. Only qualified interpreters and/or bi- lingual professional personnel shall be utilized to provide services to monolingual clients and families.

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

SECTION XIV - FOOD SERVICES

53. Food Services

a. **Generally**. If the Contractor is licensed by the ADHS/OBHL, or the ADES/ACYF, it shall adhere to licensing standards in providing food services. If the Contractor is not licensed, it shall comply with the following minimum requirements:

i. If food is stored and prepared on-site, the Contractor shall follow all applicable ADHS health code rules for food handling and storage and hold all appropriate licenses; or

ii. If food is not stored and prepared on-site, the Contractor shall purchase meals from a vendor which meets all applicable ADHS health code rules and which holds appropriate licenses.

b. **Nutritional Requirements.** All meals or snacks shall meet the requirements of the age group served according to federal standards for daily nutrition and shall be sufficient in quantity to allow a second helping.

c. **Menus.** The Contractor shall maintain records of menus for one (1) month of all meals served for the previous month.

d. **Allergies:** Obtain information on food allergies of the clients in their care and prepare food services accordingly.

SECTION XV - TRANSPORTATION OF CLIENTS

54. General Transportation Requirements

a. **Generally.** If the Contractor provides its own vehicular transportation of clients, uses a private transport provider, or uses volunteer-driven vehicles, it shall comply with the requirements of this Paragraph and all applicable federal and state laws, rules, and regulations.

b. **Staffing Medical Services**. When the Contractor provides transportation generally or for outings, it shall select personnel to meet the acuity of the clients involved. For transportation or outings lasting four (4) hours or more where emergency medical services cannot respond within twelve (12) minutes, at least two (2) personnel shall be required when two (2) or more clients are present.

c. **Vehicular and Driver Requirements.** Contractors providing client transportation shall ensure compliance to the following requirements:

i. The vehicle shall be maintained in a mechanically safe condition;
ii. The vehicle driver shall be twenty-one (21) years of age or older and hold a current driver's license;
iii. No client shall be transported in portions of vehicles not constructed for the purpose of transporting people such as truck beds, campers, or any trailer attachment to a motor vehicle;
iv. Every client shall be seated on a seat which is securely fastened to the body of the vehicle and which provides sufficient space for the client's body;
v. The driver and every passenger shall comply with A.R.S. § 28-907 and 28-909 in the use of seat belts;
vi. Contractor personnel and clients shall not stand, sit or lay on the floor while the vehicle is in motion;
vii. Every vehicle used to transport clients shall have adequate heating and air conditioning;
viii. A first aid kit and sufficient drinking water for all clients on an outing shall be maintained in the vehicle; and
ix. The Contractor shall maintain on file records of all services and repairs for owned or leased vehicles for as long as the Contractor uses the vehicles.

d. **Transport Insurance Requirements.** The Contractor shall comply with the insurance requirements specified in Paragraphs 17 and 18 of these Standard Terms and Conditions. The Contractor shall keep proof of insurance at its facility and in every vehicle used to transport clients.

e. **Transport Safety Requirements**. For general transportation or transportation for outings, the Contractor shall ensure that the following procedures are complied with:

i. The driver of any vehicle transporting clients shall not wear headphones or earphones;
ii. Vehicle doors shall remain locked at all times when the vehicle is in motion;
iii. The vehicle driver shall remove the keys from the vehicle and set the emergency brake before exiting the vehicle;
iv. A client shall not be left unattended in a vehicle; and
v. The Contractor shall provide a safe vehicle loading and unloading area away from moving traffic and hazardous obstructions.

f. **Notification.** The Contractor shall notify the Contract Officer and Program Administrator, according to the incident reporting requirements specified in Paragraph 59 of these Standard Terms and Conditions, of any traffic accident involving any client being transported by the Contractor, its transport contractor or Contractor personnel, volunteers, or interns utilizing personal vehicles.

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

55. Transportation For Day Programs

a. **Day Programs.** 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 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.

56. Transportation For Out-of-Home Programs

a. Out-of-Home Programs. 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.

57. Outings

a. **Staffing Records.** The Contractor shall keep a record of each outing that 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 that may be anticipated to occur as a result of the weather, client anxiety, delay in administration of medications or other reasons.

SECTION XVI - MANDATORY REPORTING REQUIREMENTS

58. Reporting Generally

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

b. **Progress Report.** The Contractor shall file a written progress report with the client's case manager by the 10th day of each month for the prior month. The Contractor shall document on the progress report the date and method of delivery for filing the report with the case manager.

i. The progress report shall include, at a minimum: A. Services provided;

B. The client's and family's response and progress in services;
C. Plan for engagement strategies if the client and/or family is not involved;
D. Primary issues addressed;
E. Prognosis for continuing service;
F. Client's anticipated discharge date and plan; G.Date of report; and
H. Signature and credentials of personnel completing the report.

ii. For Psychiatric Acute Care services, a progress report is required to be delivered to the case manager by the 10th day of each month for the prior month, to include:

A. The nature of the treatment provided, including any medications and the client's current diagnosis;

B. The client's need for continued inpatient psychiatric acute care services, including the estimated length of the services;
C. A projected discharge date;

D. The level of care required by the client and the potential placement options that are available to the child on discharge; and

E. A statement from the medical director of the inpatient psychiatric acute care facility or the medical director's designee as to whether inpatient psychiatric acute care services are necessary to meet the client's mental health needs and whether the facility that is providing the inpatient psychiatric acute care services to the client is the least restrictive available alternative.

iii. For residential treatment services (ADHS/OBHL licensed level I or Joint Commission or COA accredited facilities) a progress report is due to the case manager by the 10th day of each month for the prior month, to include:

A. The nature of the treatment provided, including any medications and the client's current diagnosis;

B. The client's need for continued residential treatment services, including the estimated length of the services;

C. A projected discharge date;

D. The level of care required by the client and the potential placement options that are available to the client on discharge; and

E. A statement from the medical director of the residential treatment services facility or the medical director's designee as to whether residential treatment services are necessary to meet the client's mental health needs and whether the

facility that is providing the residential treatment services to the client is the least restrictive available alternative.

c. **Evaluation Report.** The Contractor shall submit psychiatric, psychological, psychoeducational and psychosexual, evaluation, addendum or update to the requesting department, within ten (10) business days of the evaluation appointment.

d. **Termination/Discharge Report**. The Contractor shall prepare a termination or discharge summary and submit to the case manager within fifteen (15) business days of the termination of Contractor services for each client and family, the contractor shall document method and date the report was filed with the Referring Department, which includes, but is not limited to:

i. A summary of services provided;

ii. Accomplishments relating to the treatment plan;

iii. Length of time services received;

iv. Initial issues disclosed during the assessments, evaluation, and diagnosis and those disclosed during treatment and entered into the service plan, which were not resolved;

v. Recommendations for continuing treatment;

vi. Date of discharge/termination of services;

vii. Reason for discharge/termination of services;

viii. Referrals made;

ix. Date report was prepared;

x. Dated Contractor signature and credentials;

xi. For Psychiatric Acute Care Services, the discharge summary must be prepared within fifteen (15) days of the client's discharge and the report delivered to the Referring Department case manager within twenty (20) days of the client's discharge.

e. **Other Reports.** The Contract Officer and/or Program Administrator may require the Contractor to provide other reports, or to participate in reports or surveys of other entities, such as may be negotiated at the time this Contract is awarded and specified in the Contract's Special Terms and Conditions, Attachment A, Contract Amendment or Change Order. The Contractor shall retain copies of these reports in its Contract file.

f. **Outcome Evaluations.** The Contractor shall participate in any outcome evaluation conducted by the Program Administrator.

59. Incident Reporting

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

a. **Parties to Notify.**

i. *Maricopa County – Program Administrator.* The Contractor shall report to the Program Administrator incidents involving clients/youth in accordance with these Standard

Terms & Conditions. Incidents impacting the health, safety and welfare of clients whether or not the incident involved clients served under this Contract shall also be reported to the Maricopa County Program Administrator. The incident report shall exclude identifying information for youth not funded by Maricopa County.

ii. *Maricopa County Referring Department.* The Contractor shall report incidents, including but not limited to, incidents identified in this Paragraph of the Standard Terms & Conditions of program-involved clients to the case manager whether or not the client is funded by Maricopa County.

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 this Paragraph as deemed appropriate.

b. **Health, Safety and Welfare Incidents.** The Contractor shall report all incidents to Maricopa County 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 Program Administrator at **(602) 506-5911** 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 Program Administrator not later than three (3) business days after the occurrence of any of the following incidents:

i. Death of any client (whether or not services are funded by Maricopa County);
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 Program Administrator not later than three (3) business days after the occurrence or becoming aware of the incident.

i. Homicidal or suicidal attempt or threat with a plan;
ii. Physical assault (whether or not an injury occurs);
iii. Medical treatment beyond first aid as a result of an injury while in a contract service;
iv. Emergency room or urgent care visits;
v. Request for emergency mental health stabilization provided by first responders and/or crisis intervention teams;
vi. Sexual behavior involving staff and/or clients/youth (consensual or not);
vii. Emergency safety response (ESR), locked seclusion and/or restraint;
viii. Weapons possession;
ix. Possession by a client of any quantity of illicit drugs or alcohol or of 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 case manager officer and documented;
xii. Acts by clients or staff where the Contractor involves law enforcement, excluding runaway youth;
xiii. Self harming behavior (with or without injury);
xiv. Reported acts of inappropriate discipline and/or inappropriate behavior management involving clients by staff; and
xv. Traffic accidents involving clients transported by the Contractor or its personnel, transport contractor, volunteers or interns.

e. **Additional reports/notification to the referring Maricopa County Department.**
Within three (3) hours of occurrence or becoming aware of the following incidents, the

Contractor shall notify the Referring Department only and maintain documentation of those notifications:

i. Runaways;
ii. Any CPS referral.

f. **Incident Report Form.** All incident reports must be legible and be signed by the staff who prepared the report as well as by the staff who approved the report. The completed memo must be faxed to the Program Administrator at (602) xxx-xxxx. The Contractor shall maintain a file of written incident reports that are available for review under this contract.

g. **Maricopa County Response to Incident Reports or Complaints.** The Program Administrator shall take the following steps upon Contractor notification of an incident in this Paragraph:

i. The Program Administrator shall review the verbal and written information to determine if the incident requires investigation. The Program Administrator 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 Maricopa County Referring Department, the Program Administrator shall investigate further or forward the information to the relevant authorities;

iii. If the Maricopa County Referring Department 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.

60. Incorporation of Documents

The following are to be attached to and made part of this Contract:

a. Exhibit A, Pricing
b. Exhibit B, Scope of Work

IN WITNESS WHEREOF, this Contract is executed on the date set forth above.

CONTRACTOR

_____
AUTHORIZED SIGNATURE

_____
PRINTED NAME AND TITLE

_____
ADDRESS

_____
DATE

MARICOPA COUNTY

_____ _____
CHAIRMAN, BOARD OF SUPERVISORS DATE

ATTESTED:

_____ _____
CLERK OF THE BOARD DATE

APPROVED AS TO FORM:

_____ _____
LEGAL COUNSEL DATE

EXHIBIT A
PRICING

Serial: 12037-ROQ
NIGP Code: Various

Company Name:	Mountain Valley Counseling Associates, Inc.
Doing Business As (DBA) Name:	Same as above
Mailing Address:	2400 West Dunlap Ave. Suite 133 Phoenix, AZ 85021
Remit to Address:	Same as above
Telephone Number:	(602) 870-0972
Fax Number:	(602) 870-4271
Web Site:	none
Representative Name:	Marcy Wilkerson
Representative Phone Number:	(602) 870-0972
Representative email:	marcy@mountianvalleyaz.com

Will allow other governmental entities to purchase from this Contract: YES

Will accept Procurement Card for payment: YES

Payment Terms:

[x] Net 30 days

1.0 Pricing

SOW	Code	Description	$ea	UOM
2.9	A128	Substance Abuse Assessment	$75	Assessment
2.9	A180	Professional Consultation	$15	15 Min
5.5	A225	Office Based Individual – Masters	$35	HR
5.5	A228	Office Based Family – Masters	$50	HR
5.5	A226	Office Based Group – Masters	$15	HR/Client
5.5	A229	Home Based	$75	HR
5.5	A232	Multi-Family Group	$30	HR/Family

EXHIBIT B
SCOPE OF WORK

CONTRACT REQUIREMENTS

SOW 2.9

SUBSTANCE ABUSE ASSESSMENT – ADULT
Service Codes A128 and A180

SERVICE DEFINITION:

This service provides a comprehensive evaluation of the client's substance use and recommendations for the least restrictive level of care.

STANDARDS/LICENSURE REQUIREMENTS:

- At a minimum, services will be provided by a person who holds a Masters degree and is licensed at the independent practice level by the Arizona Board of Behavioral Health Examiners or is exempt from licensure pursuant A.R.S. Title 32, Chapter 33.

- Licensure is not required for those persons with a Masters degree in Human Services who are employed by a licensed behavioral health agency.

UNITS OF SERVICE:

One unit equals one assessment. The total assessment may not exceed 2.5 hours, including reports.

SERVICE GOAL:

To provide a comprehensive evaluation of the client's substance abuse through the assessment of the client's personal, educational or vocational, cultural, and social environments. The evaluation and the subsequent recommendations for the least restrictive level of care can be obtained through the use of, or a combination of the following: assessment tools, interviews, testing and review of previous records.

SERVICE TASKS:

1. Provide a comprehensive substance abuse assessment to referred client.

2. The assessment may be performed anywhere it is appropriate to do so, the clinician performing the service must be flexible to meet the needs of both the client and the family. It is preferred that clinician perform the assessments at a location other than the provider agency. Preferably in the client's home, in order to obtain a more complete assessment of the client's support systems and strengths, and assess weaknesses that may detract from the client successfully completing a treatment program.

3. The assessment process is to be completed with the client and his/her family to assess the client's:
   a. Onset, frequency, duration and type of substance abuse
   b. Current problem(s) and stressors
   c. Social functioning
   d. Family history
   e. Educational history
   f. Medical history
   g. Behavioral health problems
   h. Mental status if applicable

4. Identify and record any factors that may hinder the treatment process and positive outcome of the case.

5. Assess the family's willingness to cooperate and participate in the treatment process.

6. Participant is to sign a release of information granting the utilizing Maricopa County Department Case Manager(s), the court, its representatives, and the clinician, access to the participant's educational, medical, psychological, and other records that are deemed appropriate for assessment purposes.

7. A written report with the assessment findings and recommendations for the least restrictive level of care shall be provided to the utilizing Maricopa County Department Case Manager(s), within seven (7) calendar days of the referral.

Statement of Work 2.9

SUBSTANCE ABUSE ASSESSMENT – ADULT Service
Codes A128 and A180

SERVICE DEFINITION:

CONTRACTOR shall provide a comprehensive evaluation of the client's substance use and recommendations for the least restrictive level of care.

STANDARDS/LICENSURE REQUIREMENTS:

All clinical staff hold a Masters degree and are licensed at the independent practice level by the Arizona Board of Behavioral Health Examiners. All CONTRACTOR employees have background clearance from the MCAPD.

UNITS OF SERVICE:

One unit equals one assessment. The total assessment shall not exceed 2.5 hours, including reports.

SERVICE GOAL:

CONTRACTOR shall provide a comprehensive evaluation of the client's substance abuse through the assessment of the client's personal, educational or vocational, cultural, and social environments. The evaluation and the subsequent recommendations for the least restrictive level of care shall be obtained through the use of, or a combination of the following: assessment tools, interviews, testing and review of previous records.

SERVICE TASKS:

1) CONTRACTOR shall provide a comprehensive substance abuse assessment to referred client within seven days of receiving the referral.

2) The assessment shall be performed anywhere it is appropriate to do so, the clinician performing the service shall be flexible to meet the needs of both the client and the family.

3) The assessment process shall be completed with the client and his/her family to assess the client's onset, frequency, duration and type of substance abuse, current problem(s) and stressors, social functioning, family history, educational history, medical history, behavioral health problems, and mental status if applicable. Assessment tools to conduct the assessment include, but are not limited to:

   i) Adult Self-Assessment Profile (ADSAP) by Dr. K. Wanberg (See attached)
   ii) Rating Adult Problem Scale (RAPS) by Dr. K. Wanberg (See attached)
   iii) Initial Assessment Questionnaire (See attached)
   iv) Pre-sentence reports v)
   Clinical Interview
   vi) The combination of the ADSAP, RAPS, Initial Assessment Questionnaire, pre- sentence reports, and Clinical Interview provide the basis for the written report issued with the assessment findings and recommendations for the least restrictive level of care.

4) CONTRACTOR clinical staff shall identify and record any factors that may hinder the treatment process and positive outcome of the case.

5) CONTRACTOR clinical staff shall assess the family's willingness to cooperate and participate in the treatment process.

6) Participants and the involved family members shall sign an Authorization to Release Information, granting the utilizing Maricopa County Department Case Manager(s), the court, its representatives, and the clinician, access to the participant's educational, medical, psychological, and other records that are deemed appropriate for assessment purposes.

7) CONTRACTOR shall provide a written report with the assessment findings and recommendation for the least restrictive level of care to the utilizing Maricopa County Department Case Manager(s) within seven (7) days of the referral.

SOW 5.5

SUBSTANCE ABUSE COUNSELING – ADULT

Service Codes A225, A226, A228, A229, A232 and A180

SERVICE DEFINITION:

This service provides appropriate treatment interventions to address the client's substance abuse, dependence or addiction. Services may be provided to an individual, a group of persons, a family or multi-family group and be delivered in the office or in the client's home with the exception of multi- family group services.

Substance Abuse Group Counseling:
Sessions must be comprised predominately of process-based counseling and may contain limited psycho-educational instruction. The Contractor may use a written program but group processing must be clearly distinguished from psycho-educational instruction and the program must indicate when group processing occurs. Written program descriptions must be submitted with the service proposal for approval. All group counseling services must be open entry and exit.

The service may be provided in an individual and/or group setting. The Contractor shall ensure low risk clients are not combined with medium and high risk clients in a group setting. Appropriate placement in a group setting must be documented in the client's file.

STANDARDS/LICENSURE REQUIREMENTS:

- At a minimum, the service will be provided by a person who holds a Master's degree in a Human Service related field and is licensed to practice independently by the Arizona Board of Behavioral Health Examiners or is exempt from licensure pursuant A.R.S. Title 32, Chapter 33. Documentation of professional credentials and experience with the identified client population must be maintained in the personnel file.

- Licensure is not required for those persons with a Masters degree in a Human Service related field who are employed by a licensed behavioral health agency.

UNITS OF SERVICE:

One unit equals one hour (50 minutes for therapy and 10 minutes for records documentation).

SERVICE GOAL:

Identify and treat substance abuse issues and reduce the risk of recidivism within the cultural context of the client. Provide individualized treatment services in the least restrictive environment that addresses therapeutic goals indicated on the treatment plan.

SERVICE TASKS:

1. Review existing social history and other relevant information.

2. With all involved parties, conduct an assessment and develop an individualized treatment plan that addresses the criminogenic risk and needs of the client.

3. In accordance with the individualized treatment plan, provide authorized services to the client and/or family.

4. Legibly document in client's file all services provided, summary of progress, including date, duration, type of service and therapist name, signature, degree and title.

5. Contractor must have original client signature on a dated attendance form for each day of service provided. The attendance documentation must be maintained for the entire length of the contract" and made available for review if requested

6. Prepare and submit monthly progress reports to utilizing Maricopa County Department Case Manager(s).

7. Collaborate with the utilizing Maricopa County Department Case Manager(s), probation officer, client and family to prepare an individualized discharge plan for relapse prevention and sustainability following treatment. Provide a copy of the plan to the utilizing Maricopa County Department Case Manager(s).

Professional Consultation

Provide consultation services to the court that may include, but not be limited to, staffings, training, expert testimony or other assistance as may be required. Client case consultation shall be documented in accordance with Item 4 under Service Tasks.

Statement of Work 5.5

SUBSTANCE ABUSE COUNSELING – ADULT Service Codes A225, A226, A228, A229, A232, and A180

SERVICE DEFINITION:

CONTRACTOR shall provide appropriate treatment interventions to address the client's substance abuse, dependence or addiction. Services shall be provided to an individual, a group of persons, a family or multi-family group and be delivered in the office or in the client's home with the exception of multi- family group services.

Substance Abuse Group Counseling:
Sessions shall be comprised predominately of process-based counseling and may contain limited psycho-educational instruction. CONTRACTOR shall use a written program but group processing shall be clearly distinguished from psycho-educational instruction and the program shall indicate when group processing occurs. Written program curriculums are following. All group counseling services are open entry and exit.

This service shall be provided in an individual and/or group setting. CONTRACTOR shall ensure low risk clients are not combined with medium and high risk clients in a group setting. Appropriate placement in a group setting is documented in the client's file.

STANDARDS/LICENSURE REQUIREMENTS:

All clinical staff hold a Masters degree and are licensed at the independent practice level by the Arizona Board of Behavioral Health Examiners. All CONTRACTOR employees have background clearance from the MCAPD.

UNITS OF SERVICE:

One unit equals one hour (50 minutes for therapy and 10 minutes for records documentation).

SERVICE GOAL:

CONTRACTOR clinical staff shall Identify and treat substance abuse issues and reduce the risk of recidivism within the cultural context of the client. Provide individualized treatment services in the least restrictive environment that addresses therapeutic goals indicated on the treatment plan.

SERVICE TASKS:

1. Clinical staff shall review existing social history and other relevant information.

2. With all involved parties, Clinical staff shall conduct an assessment and develop an individualized treatment plan that addresses the criminogenic risk and needs of the client.

3. In accordance with the individualized treatment plan, Clinical staff shall provide authorized services to the client and/or family.

4. Clinical staff shall legibly document in client's file all services provided, summary of progress, including date, duration, type of service and therapist name, signature, degree and title.

5. CONTRACTOR shall have original client signature on a dated attendance form for each day of service provided. CONTRACTOR shall maintain the attendance documentation for the entire length of the contract" and shall be made available for review if requested

6. Clinical staff shall prepare and submit monthly progress reports to utilizing Maricopa County Department Case Manager(s). CONTRACTOR shall effectively and consistently communicate with the designated probation staff in order to exchange relevant information regarding the client's participation, progress or lack thereof, treatment status, and increase in risk factors. CONTRACTOR shall return all communications from the designated probation staff pertaining to client's treatment within 24 hours.

7. Clinical staff shall collaborate with the utilizing Maricopa County Department Case Manager(s), probation officer, client and family to prepare an individualized discharge plan for relapse prevention and sustainability following treatment.

8. CONTRACTOR shall provide professional consultation services to the court that may include, but not be limited to, staffings, training, expert testimony or other assistance as may be required. Client case consultation shall be documented in accordance with Item 4 under Service Tasks.

Standard Outpatient Substance Abuse Treatment (SOP)
Groups consist of 2 90-minute outpatient group therapy sessions per week for a maximum of 30 total sessions. Sessions shall occur over no longer than a six month period. CONTRACTOR SOP curriculum is evidenced-based and utilizes cognitive-behavioral therapy pre-approved by MCAPD.

Intensive Outpatient Substance Abuse Treatment (IOP)
Groups consist of 3 2-hour outpatient group therapy sessions per week for a maximum of 40 total sessions. Sessions shall occur over no longer than a six month period. CONTRACTOR IOP curriculum is evidenced-based and utilizes cognitive-behavioral therapy pre-approved by MCAPD.

CONTRACTOR IOP and SOP groups shall be separate and shall at no time be mixed.

MCV shall notify the APO within one day of a client's failure to report for an assessment or counseling session.

I) Assessment of Client
After the client is referred to Substance Abuse Standard Outpatient Treatment services (SOP) the client shall complete an Adult Self-Assessment Profile (ADSAP) by Dr. K. Wanberg and a Rating Adult Problem Scale (RAPS) by Dr. K. Wanberg and the Adult Substance Use Survey (ASUS) before the client's first group (see Section 12). These three instruments measure static and dynamic risk factors. The assessment shall also include a clinical interview.

Post-testing assessment shall include the Adult Substance Use Survey (ASUS). Additional outcome measures shall be assessed by client attendance records; individual treatment plans and progress notes reflecting progress toward the treatment plan goals; and sobriety (alcohol and drug abstinence) as verified through self-report, urine analysis, and breathalyzer results provided by the probation officer.

II) Enhancing Intrinsic Motivation

All CONTRACTOR therapists are required to read "Motivational Interviewing: Preparing People for Change" by William R. Miller and Stephen Rollnick. CONTRACTOR therapists use the motivational interviewing techniques and philosophy presented in the book when interviewing and interacting with clients to facilitate an intrinsic motivation for change.

III) Target Interventions (Need Principle)
The structure of CONTRACTOR's IOP treatment includes addressing anti-social attitudes indicative of continued substance abuse, peer and/or family associations that support continued substance abuse, dysfunctional family living environment, lack of current or stable employment, poor self- control and/or problem solving skills necessary to avoid or survive high-risk situations that could lead to relapse. This is accomplished through homework assignments, role plays, and group/therapist interactions. Emphasis is placed on the client changing his/her anti-social attitudes, choice of peer and family associations, use of substances, and all other areas as identified by previous testing. CONTRACTOR therapists view their interactions with clients as opportunities for appropriate role-modeling of healthy, prosocial attitudes and behaviors.

IV) Skills Training, Practice and Cognitive-Behavioral Treatment

CONTRACTOR uses a cognitive-behavioral relapse prevention model based on research identified by the National Institute of Corrections and the Crime and Justice Institute. This reflects collaboration, organizational development, and 8 principles of evidenced-based practices.

CONTRACTOR's cognitive-behavioral treatment includes the use of Criminal Conduct and Substance Abuse Treatment by Wanberg & Milkman, Thought Reports, and the Franklin Reality Model. These tools facilitate clients' ability to identify and understand how thoughts, feelings, and beliefs affect their behavior. These tools are used in both the therapeutic sessions and as homework for the clients. The use of these tools in a group setting allows clients to examine their beliefs, values and needs. When assigned as homework, these tools allow clients to understand and monitor their thoughts and reactions to various situations.

CONTRACTOR believes that the development of new and healthier skills is important for all clients. In order to help clients achieve healthier skills, CONTRACTOR therapists use and/or model healthy problem-solving skills whenever possible. This includes problems/conflicts between clients or between the client and the therapist. Therapeutic techniques include role-plays, homework, group discussions, positive reinforcement, and group exercises focusing on healthy skill development and prevention of recidivism.

V) Positive Reinforcement

Andrews states in his book The Psychology of Criminal Conduct and Effective Treatment, program contingencies enforced in a firm, fair manner with positive reinforcers, should be greater than punishers by at least four to one. All CONTRACTOR therapists set and enforce firm and fair rules and boundaries. Each time a client follows these rules/expectations, immediate positive reinforcers are given. Reinforcers include verbal and written praise to the client, praise in front of other group members, and telling others (e.g., the PO) how well the client has done. CONTRACTOR therapists give positive reinforcement (e.g. verbal praise) for pro-social behavior whenever possible at the approved ratio of four positive reinforcers to every one negative reinforcer (Andrews 1995, Wanberg, 1997).

VI) Engaging Clients in Community Support

In addition to IOP group therapy, CONTRACTOR therapists encourage clients to attend appropriate, prosocial, community-based support groups. Therapists assist clients in identifying prosocial and leisure time activities and developing actions steps to engage in these activities. Clients examine the influence of peer, family, and intimate relationships on their thinking, attitudes, feelings, values, and behaviors related to sobriety (alcohol and drug abstinence). Group and homework topics also include assessing and developing prosocial peer, family, and intimate relationships.

VII) Measure Relevant Processes

CONTRACTOR tracks and measures the following outcomes:

- Internalization of the material presented in treatment as assessed by pre- and post- testing with the ASUS.
- Clients shall remain drug free and sober throughout the treatment process as verified by self-report, UA, and breathalyzer results provided by probation.
- Completion of treatment plan goals as assessed by the therapist and documented through group session and monthly progress notes.
- Treatment completion and retention as documented by number of sessions attended and missed on the monthly progress notes.

VIII) Measurement Feedback

CONTRACTOR provides feedback to clients on the above outcome measures through verbal interactions with other group members and the therapist, treatment plan updates every 90 days, and post ASUS results.

CONTRACTOR provides feedback to therapists through supervisor observation and verbal feedback, weekly staff meetings, and annual employee reviews. Should MCAPD conduct probationer surveys related to therapist and agency services, CONTRACTOR shall share these results with the therapists.

IX) Treatment Matching to Clients' Learning Style and Personality

CONTRACTOR recognizes that clients have different learning styles and personality types. To meet the various needs of diverse clients, CONTRACTOR utilizes videos, drawings, facilitated/structured group activities, small group activities, role plays, homework, and lectures using age and ability appropriate language, and analogies to present treatment concepts.

SERIAL 12037–ROQ

MOUNTAIN VALLEY COUNSELING, 2400 W. DUNLAP AVE. SUITE 133, PHOENIX, AZ 85021

PRICING SHEET: NIGP CODE 95243

Vendor Number:	~~2011003464 0~~ **VC0000007536**
Certificates of Insurance	Required
Contract Period:	To cover the period ending **August 31,** ~~2016~~ **2017.**