

**SUPERIOR COURT IN PIMA COUNTY  
NOTICE OF REQUEST FOR QUALIFICATIONS**



**NUMBER AND TITLE: RFQ #22-050922 – BEHAVIORAL HEALTH SERVICES  
SEX OFFENDER SERVICES**

**DUE IN & OPENS: June 17th, 2022 AT 3:00 P.M.**

**RETURN TO: ARIZONA SUPERIOR COURT IN PIMA COUNTY  
110 WEST CONGRESS, 9TH FLOOR  
TUCSON, ARIZONA 85701**

**DESCRIPTION:**

THE ARIZONA SUPERIOR COURT IN AND FOR PIMA COUNTY INVITES PROPOSALS FROM QUALIFIED PROVIDERS/AGENCIES TO PROVIDE BEHAVIORAL HEALTH SERVICES –(SPECIFICALLY SEX OFFENDER SERVICES) TO ADULT PROBATIONERS, AS DESCRIBED HEREIN, FOR A THREE (3) YEAR PERIOD EFFECTIVE AT TIME OF ISSUANCE, WITH THE OPTION TO EXTEND FOR ONE (1) ADDITIONAL TWO (2) YEAR PERIOD.

PROPOSAL RESPONSES (ONE (1) ORIGINAL AND THREE (3) COPIES AS REQUESTED IN THE SUBMISSION LETTER CHECKLIST) MUST BE SUBMITTED IN A SEALED ENVELOPE CLEARLY MARKED ON THE OUTSIDE WITH THE RFQ NUMBER, TITLE, DUE DATE AND TIME, AND RESPONDENT'S NAME.

PROPOSALS MUST BE RECEIVED AND TIME STAMPED AT THE ARIZONA SUPERIOR COURT, 110 W. CONGRESS, 9<sup>TH</sup> FLOOR, ON OR BEFORE THE ABOVE SPECIFIED DATE AND TIME. IT IS THE RESPONDENTS' RESPONSIBILITY TO ASSURE PROPOSALS ARE RECEIVED AT THE ABOVE LOCATION BY THE SPECIFIED TIME. LATE PROPOSALS WILL NOT BE ACCEPTED. PROPOSALS RECEIVED WILL BE OPENED AND THE RESPONDENT'S NAMES ANNOUNCED. ALL INTERESTED PARTIES ARE INVITED TO ATTEND.

PROPOSALS MAY NOT BE WITHDRAWN FOR 45 DAYS AFTER OPENING TO ALLOW ADEQUATE TIME FOR EVALUATION AND AWARD.

AWARD WILL BE MADE TO MULTIPLE PROVIDERS/AGENCIES.

QUESTIONS PERTAINING TO THIS REQUEST FOR QUALIFICATIONS SHOULD BE DIRECTED TO: **ADAM REDDING AT AREDDING@SC.PIMA.GOV.**

**RESPONDENTS ARE STRONGLY ENCOURAGED TO CAREFULLY READ THE ENTIRE REQUEST FOR QUALIFICATIONS. PROPOSALS WHICH DO NOT COMPLY WITH INSTRUCTIONS, OR WHICH CONTAIN MODIFIED OR INCOMPLETE INFORMATION WILL NOT BE CONSIDERED.**

**ADAM REDDING  
BUYER- ARIZONA SUPERIOR COURT**

**Publish: The Daily Territorial May 30TH,2022**

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**ARIZONA SUPERIOR COURT IN PIMA COUNTY RFQ NO. 17-052517**

**SUBMISSION LETTER**

The undersigned certifies that the agency named below is applying for consideration to provide **BEHAVIORAL HEALTH SERVICES** in accordance with the terms and conditions outlined in Arizona Superior Court RFQ No. 22-050922. This proposal contains one original and three copies, unless otherwise specified, of the following documents for each service respondent is applying for:

- Appendix A – Agency Information (original and one (1) copy)
- Appendix B – Standards for Scope of Work (original and one (1) copy)
- Appendix C – Additional Service Specifications/Methodology, Sex Offender Intervention
- Appendix D – Service Information
- Appendix E – Financial Information
  
- Statement of organization’s history and experience
  
- Statement of related program services

**and one copy each of the following:**

- Organizational Chart       Certificate of Insurance       Articles of Incorporation  
(Non-profit organizations)
- IRS letter of Tax-Exempt Status  
(Non-profit organizations)       Copy of last financial audit
  
- Job descriptions and minimum qualifications for direct service providers
  
- Resumes of direct service providers, including current licenses of all licensed and/or certified staff
  
- Copy of agency license, to include all services agency is certified to provide
  
- Other \_\_\_\_\_

I certify that the information contained in this proposal constitutes the complete proposal, and that I represent the provider named below and I am authorized to submit this proposal on behalf of that organization.

AGENCY NAME: \_\_\_\_\_

SUBMITTED BY: \_\_\_\_\_

SIGNED: \_\_\_\_\_

TITLE: \_\_\_\_\_ DATE: \_\_\_\_\_

## INSTRUCTIONS AND INFORMATION

### PREPARATION OF RFQ RESPONSES:

All entries must be printed in ink or typewritten. No erasures are permitted. Errors may be crossed out and corrections printed in ink or typewritten adjacent to error and shall be initialed in ink by person signing RFQ. Delivery time, if stated as number of days, shall mean "Calendar" days. The Court reserves the right to question and correct obvious errors. Furthermore, proposals which do not comply with instructions, or which contain incomplete information, may not be considered.

### SUBMISSION OF RESPONSES:

RFQ's must be signed by an authorized agent of the respondent and submitted in a sealed envelope. Proposals and modifications received after the closing time specified will not be accepted. Facsimiles of proposals will not be accepted.

### INQUIRIES:

Results of this procurement will not be given in response to telephone inquiries. Interested parties are invited to attend the public opening at the time and date stated in this solicitation. Following evaluation and award, all vendors responding are notified of results.

No oral interpretations or clarifications will be made to any respondent as to the meaning of any of the RFQ documents. If a vendor believes any provision of the RFQ documents are needlessly restrictive, unfair, or unclear, the respondent should notify the Court contract administrator in writing prior to the closing time set for receipt of RFQ's. Response from the Court will be made by written addendum and sent to all known potential respondents.

### CONFLICTING TERMS AND CONDITIONS:

In the event there are inconsistencies between these instructions and the terms and conditions in the RFQ, the terms and conditions in the RFQ shall govern.

### AWARD OF CONTRACTS:

Contracts and purchases shall be made or entered into with the best responsible respondent except as otherwise required or authorized by law. The Court reserves the following rights: 1) To waive informalities in any RFQ or the bidding procedure, 2) To reject the response of any persons or corporations who have previously defaulted on any contract with the Court or who have engaged in conduct that constitutes a cause for debarment or suspension, 3) To reject any and all responses, 4) To re-advertise for RFQs previously rejected, 5) To otherwise provide for the purchase of such equipment, supplies, materials and services as may be required herein, 6) To award the contract on the basis of the best response, including, but not limited to such factors as delivery time, prices, quality, uniformity of product, suitability for an intended task and respondent's ability to supply, 7) To increase or decrease the quantity herein specified, 8) The Court makes no guarantee as to the value of this contract.

WAIVER:

Each respondent, by submission of his proposal, proclaims and agrees and does waive any and all claims for damages against the Court in the proposal notice or herein may be exercised.

FRAUD AND COLLUSION:

Each respondent by submission of a proposal, proclaims and agrees that no employee of the Court or of any subdivision thereof has 1) aided or assisted the respondent in securing or attempting to secure a contract to furnish labor, materials or supplies at a higher price than that proposed by any other respondent, 2) favored one respondent over another by giving or withholding information or by willfully misleading the respondent in regard to the character of the material or supplies called for or the conditions under which the proposed work is to be done, 3) knowingly accepted materials or supplies of a quality inferior to those called for by any contract, 4) knowingly certified to a greater amount of labor performed than has been actually performed, or to the receipt of a greater amount or different kind of material or supplies that has been actually received, 5) any direct or indirect financial interest in the proposal. If any time it shall be found that the person or entity to whom a contract has been awarded has, in presenting any proposal, or proposals, colluded with any other party or parties for the purpose of preventing any other proposal being made, then the contract so awarded shall be terminated and that person or entity shall be liable for all damages sustained by the Court.

CONFLICT OF INTEREST:

All agreements are subject to the provisions of A.R.S. 38-511 which provides in pertinent part: “The state, its political subdivisions or any department of either may, within three years after its execution, cancel any contract, without penalty or further obligation, made by the state, its political subdivisions, or any of the departments or agencies of either if any person significantly involved in initiating, negotiating, securing, drafting or creating the contract on behalf of the state, its political subdivisions or any of the departments or agencies of either 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 a consultant to any other party to the contract with respect to the subject matter of the contract.”

NON-DISCRIMINATION:

CONTRACTOR shall not discriminate, and shall require that any subcontractor not discriminate, in the provision of program services on the basis of race, age, creed, color, religion, sex, condition of disability or national origin. Contractor and all subcontractors shall comply with Supreme Court Administrative Rule 1-301 (equal employment opportunity policy) and with all applicable court, state and federal laws, rules, regulations and executive orders.

PUBLIC INFORMATION:

All information submitted to the Court becomes public information and upon request, is subject to release and/or review by the general public.

AMERICANS WITH DISABILITIES ACT:

Respondents shall comply with all applicable provisions of the Americans with Disabilities Act (Public Law 101-336, 42 USC 12101-12213) and all applicable federal regulations under the Act, including 28 CFR parts 35 and 36.

NON-APPROPRIATIONS OF FUNDS:

Each payment obligation of the Court created hereby is conditioned upon the availability of funds which are appropriated for the payment of such an obligation. If funds are not available for the continuance of the contract services, the contract period for the services may be terminated by the Court at the end of the period for which funds are available. The Court shall notify contractor at the earliest possible time which services will or may be affected by a shortage of funds. No penalty shall accrue to the Court in the event this provision is exercised, and the Court shall not be obligated or liable for any future payments due for any damages as a result of the termination under this article. This provision shall not be construed so as to permit the Court to terminate this Agreement or any service in order to acquire a similar service from another provider.

## INTRODUCTION

The Arizona Superior Court in Pima County is soliciting proposals for contract providers/agencies for the purposes of providing the following treatment services for probationers under the supervision of Pima County Adult Probation.

- **Sex offender Intervention**: Elements include assessment, individual, group, couples and family counseling. (Service specifications - Appendix C)

**For each Appendix, submit one (1) original and three (3) copies, except as indicated on page 3.**

### SCOPE:

In 2006, the Adult Probation Department of the Arizona Superior Court in Pima County adopted Evidence-Based Practices (EBP) as the foundation of its organizational structure and culture. By utilizing strategies proven effective through research, the department is improving outcomes and reducing recidivism. Probation officers utilize an Offender Screening Tool (OST) to assess risk and identify needs. Treatment referrals are made to address the identified criminogenic factors.

Probationers receiving subsidized treatment under this RFQ may be supervised on any of the Department's caseloads, including Intensive Probation Services (IPS), Domestic Violence (DV), Special Learning Needs (SLN), Severely Mentally Ill (SMI), Aggravated DUI, Post-Conviction Drug Court (PCDC), Sex Offender, and Standard Probation.

The Arizona Superior Court in Pima County seeks to contract with treatment providers that demonstrate the ability to provide:

- Evidence-based treatment services that target criminogenic factors
- Assessment-driven, cognitive behavioral therapy
- Quality programming provided by culturally diverse, certified staff
- Accurate and timely reports to Adult Probation
- Services in a clean, pro-social environment

The following are criminogenic factors the Court expects treatment providers to target:

- Antisocial/pro-criminal attitudes, values, beliefs and cognitive-emotional states
- Antisocial/pro-criminal associates and isolation from a positive support system
- Temperament conducive to criminal activity including:
  - lack of empathy
  - anger and hostility
  - risk taking
  - poor problem solving, self-regulation
  - impulsivity
  - narcissism
- Violent and abusive behavior, both within and outside a family context; inadequate social, conflict management and problem-solving skills
- Substance use, abuse and addiction
- Low educational, vocational and employment achievement or expectations.

Evidence supports the use of cognitive behavioral approaches, such as Cognitive Behavioral Therapy,

Social Learning, and MRT to most effectively address these criminogenic factors. Heavy emphasis on attitudes, beliefs and cognitive distortions, along with skills modeling, developing and practice, have proven successful in fostering lasting change in criminal populations.

While the providers under contract for these services are considered independent contractors, it is the experience of the Court that adequate exchange of information and collaboration between providers and the Court is critical to the offender's ability to successfully complete treatment and make positive life changes. Each probationer must have a treatment plan that identifies goals and objectives. Contracted agencies should make every attempt to place clients in treatment programs that best match the client's abilities and learning styles. Probation officers are expected to work closely with treatment providers to coordinate these services and make additional referrals as necessary.

In order to assure tracking of client progress through the treatment program, monitoring procedures to ascertain offender compliance must be planned and established. Effective monitoring includes timely and frequent reporting of each probationer's status to the probation officer. Additionally, successful respondents are encouraged to implement a procedure for measuring client outcomes and assessing client satisfaction with services.

EVALUATION/AWARD:

The Court will evaluate and score proposals based on the following:

- 20 points: staff credentials and diversity.
- 20 points: staff experience in working with criminal offenders and specific counseling areas.
- 40 points: agency's ability to address and deliver evidence-based methodology, including:
  - program model/curricula and proof of evidence-based practices
  - outcome measures and demonstrated effectiveness
  - quality treatment and discharge/aftercare planning; and
  - collaboration with probation and the community
- 15 points: agency's ability to provide written/verbal Spanish or other special language services.
- 5 points: agency's capacity to provide services at several sites.

Total points possible = 100

Multiple awards will be made to the highest scoring proposals meeting all terms, conditions and specifications of the proposal. Initial agreements with successful respondent(s) will be for a three (3) year period with the option to extend for an additional two (2) year period. As part of the evaluation process, some respondents may be asked to make a presentation or provide additional information on their proposal. (By submitting a successful response to this RFQ, additional qualified providers MAY be contracted for these services throughout the term of the contracts resulting from this solicitation.)



FIXED COMPENSATION SCHEDULE:

The Court will pay the following fee for the noted service.

SERVICE	UNIT OF SERVICE	FEE
Assessment/Intake	1 hour	\$80
Individual Session	1 hour	\$80
Group Counseling	1.5 hour	\$45
Couples/Family	1 hour	\$70

One unit of service is defined in the service specification for each service. The successful respondents will receive a referral that determines the appropriate level of the probationer's co-pay. The probationer's co-pay will offset a portion of the per unit of service fee to the Court.

FEES, PROBATIONER'S CO-PAY ARRANGEMENTS:

A valuable component of the treatment plan for each probationer is the probationer's commitment to the terms of probation, including ability and willingness to pay a portion of the cost of services. Providers/agencies are required to assess a co-payment for services based on the amount specified by the Probation Officer and will report receipt of probationer payments with monthly financial reports to the Court. The probationer's co-pay will offset a portion of the per unit of service fee to the Court.

MAINTENANCE OF PROFESSIONAL CERTIFICATIONS AND QUALIFICATIONS:

Successful respondents and all agents or employees of successful respondent who provide contract services pursuant to this Agreement must maintain current certification as specified in the Service Specifications of this Agreement. A copy of current certifications issued by the appropriate state agency shall be provided to the Court for all persons who will provide contract services prior to the commencement of such under this Agreement. It shall be the duty of successful respondent to maintain certification for him/herself, the agency, and all persons providing these contracted services throughout the term of the Agreement and a copy of any certification extended or renewed during the term of this Agreement shall be provided to the Court upon issuance. Successful respondent shall immediately notify the Court of any proceeding which may result in the loss of respondent's or loss of respondent's employee's or agent's certification and shall report the loss of such certification.

PROGRAM EVALUATION

Contracted providers are encouraged to conduct ongoing evaluations of the impact of their program(s) on participants and shall have procedures in place to evaluate the quality and outcome of their services. At minimum, the contractor shall provide a means for measuring overall participant satisfaction, achievement of therapy goals, and changes in attitudes and behaviors.

The Court will evaluate contracted services, and contracted providers shall cooperate in the evaluation process. Evaluation may assess the quality and impact of contract services, either in isolation or in comparison with other similar services and will assess the provider's progress and/or success in achieving the goals, objectives and deliverables set forth in this contract. Evaluation may include site visits, observation of group sessions, review of clinical and financial records, and interviews with program staff.

## INVESTIGATIONS

The Court may conduct investigations, including interviews with successful respondent's employees regarding allegations which may have an impact upon the safety and welfare of probationers served under this Agreement.

## VISITATION, INSPECTION AND COPYING

Successful respondent's or subcontractor's facilities, services, books and records pertaining to this Agreement shall be available for visitation, inspection and copying by the Court and any other appropriate agent of the State or Federal Government. At the discretion of the Court, visitation, inspection and copying may be at any time during regular business hours, announced or unannounced. If the Court deems it to be an emergency situation, it may at any time visit and inspect Contractor's or subcontractor's facilities and services, as well as inspect and copy their contract-related books and records.

## MONITORING

The Court will be entitled to monitor successful respondents or subcontractor. Successful respondents or subcontractor shall cooperate in the monitoring of services delivered, facilities maintained, and fiscal practices.

## SAMPLE AGREEMENT:

A sample copy of the Agreement is attached as **Appendix J**, for your review. The successful respondents will enter into this Agreement with the Arizona Superior Court in Pima County. Each respondent, by submitting a proposal will be certifying that the Agreement is acceptable as written, unless exceptions are taken, and specific alternate language proposed. **LANGUAGE EXCEPTIONS MUST BE SUBMITTED WITH YOUR PROPOSAL RESPONSE.** Exceptions which include language unacceptable to the Court may be cause for disqualification. Any language exceptions submitted after the closing of the proposal will not be considered. Scope of services shall be those listed herein and may include any additional that result from successful respondents' proposal response. **IT IS NOT NECESSARY TO RETURN SAMPLE AGREEMENT.**

## **STANDARD SERVICE SPECIFICATIONS**

**The following definitions, licensure requirements, specifications, service goals and service tasks are standard and apply to all treatment services (i.e., substance abuse, domestic violence, sex offender, DUI, and residential treatment) solicited by the Adult Probation Department. Additional services and standards, as they apply to specific kinds of treatment, are described in subsequent appendices.**

### **1. Definitions:**

**ASUS-R:** A validated assessment instrument called the Adult Substance Use Survey-Revised and used by the Adult Probation Department.

**Batterers' Intervention or Domestic Violence Intervention Services:** Psycho-educational services designed to address the patterns of violent and abusive behavior and issues of power and control used by domestic violence offenders. The primary focus is offender accountability and victim safety, and the goal is stopping the violence and abuse. Any rehabilitative benefits for the offenders are secondary. (American Probation and Parole Association, Community Corrections Response to Domestic Violence: Guidelines for Practice, May 2009).

**Best Practice:** The most efficient and effective way of accomplishing a task, based on repeatable procedures that have been proven over time for large numbers of people.

**Clinical Assessment:** An in-person evaluation of probationers through the use of validated assessment instruments, personal history, and collateral materials to establish the level and intensity of treatment intervention.

**Court:** Arizona Superior Court in Pima County.

**Criminogenic Factors:** Characteristics or factors, both static and dynamic, identified by research as predictors of crime and/or recidivism.

**Discharge Planning:** The development of guided support for the client to follow recommendations as outlined in the treatment plan for sustainable change.

**DTEF:** Drug Treatment Education Fund, provided by the State for first or second time drug possession cases, as defined by ARS 13-901.01.

**Evidence-Based Practices (EBP):** A progressive, organizational use of direct, current scientific evidence to guide and inform efficient and effective correctional services.

**FROST:** Field Re-Assessment of the Offender Screening Tool, a validated re-assessment tool completed every six months during the supervision of a probationer to measure changes in the dynamic factors of the OST and modifies supervision strategies and levels.

**Intensive Outpatient Treatment:** A treatment service for probationers in a non-residential setting that consists of multiple 90-minute weekly group sessions, with a minimum of six (6) contact hours per week. One, 60-minute individual session may be substituted for a group session.

**Lapse/Relapse Prevention:** A service in a non-residential setting that facilitates maintaining abstinence as well as providing help for probationers who experience relapse.

**Long Term Residential Treatment:** Any type of treatment or counseling for alcohol and other drug disorders where the probationer resides at the facility for thirty-one (31) to ninety (90) days or more.

**Moral Reconciliation Therapy (MRT):** Is a cognitive-behavioral counseling program that combines education and group counseling, and structured exercises designed to foster moral development in treatment-resistant clients. MRT is an appropriate modality in the treatment of substance abuse issues.

**OST:** Offender Screening Tool, a validated initial assessment instrument that identifies both static and dynamic criminogenic factors. The OST assists probation officers in determining treatment and supervision needs, as well as level of supervision.

**Physiological Testing:** The administration of a polygraph and/or penile plethysmograph

**Short Term Residential Treatment:** Any type of treatment or counseling for alcohol and other drug disorders where the probationer resides at the facility for thirty (30) days or less.

**Sober Support Groups:** Community-based, peer groups that provide structured encouragement, role modeling and assistance in maintaining abstinence and positive lifestyle changes (e.g., 12-step, SMART, S.O.B.E.R. Project, etc.)

**Standard Outpatient Treatment:** A treatment service for probationers in a non-residential setting that consists of a minimum of one, 90-minute group session per week with a maximum of five face-to-face contact hours per week. One, 60-minute individual session may be substituted for one, 90-minute group session.

**Standardized Assessment:** A tool to indicate the individual's propensity to re-offend and the treatment services needed to mitigate risk.

**Substance Abuse Education:** An intervention service designed to provide understanding of substance abuse and motivational enhancement, to be implemented in conjunction with substance abuse treatment

**Treatment/Service Plan:** A description of interventions to be delivered, measurable goals and objectives to be achieved by the client, and a set time range or specific target date.

## **2. Standard Licensure Requirements:**

All agencies and counselors shall be licensed and certified through the Arizona Department of Behavioral Health Examiners or Board of Psychologist Examiners, pursuant to ARS 32-3274, 32-3292, 32-3293, 32-3301, 32-3311, 32-3321, or exempted from certification pursuant to ARS 32-3271. At minimum, services shall be supervised by a person with a Master's Degree in Human Services and at least two years or 2,000 hours in assessments, counseling, and treatment of a forensic population, employing cognitive behavioral intervention strategies. Contractors providing domestic violence intervention and DUI services must be State-certified to provide the treatment.

## **3. Standard Specifications of Services:**

- a. Assessment/Intake** – Contract providers are required to conduct an assessment consisting of a comprehensive social history and any validated testing deemed necessary to determine proper therapeutic placement and intensity. The Adult Probation Department will provide copies of pre-sentence reports, if available, the Adult Substance Use Survey-Revised (ASUS-R), the Offender Screening Tool (OST), which identifies criminogenic factors, and any psychological evaluations that may be available.

Unit of Service: 60 minutes.

**b. Standard Outpatient Group Treatment** – Group treatment, using cognitive behavioral strategies that focus on offenders’ thinking, beliefs, and criminogenic factors, is the *preferred* approach in working with offender populations.

Unit of Service: 90 minutes.

Intensity: One to two 90-minute sessions, with a maximum of five face-to-face contact hours per week.

Group Size/Composition: Twelve (12) participants or less. ***Except where otherwise indicated, all groups will be gender-specific.***

Requirements: Consistent client attendance and participation. Client must complete treatment goals prior to successful discharge.

**c. Individual Sessions** – May be provided for enhancement of treatment, progress review, treatment planning/modifying, discharge planning, and special issues, on an *occasional* basis.

Unit of Service: 60 minutes.

Intensity: In general, no more than once/month.

**d. Couples/Family Sessions** – May be provided, when appropriate, as a supportive service for a client’s recovery, or to explore or plan family reconciliation (in the case of sex offender or domestic violence cases).

Unit of Service: 60 minutes.

Intensity/Duration: In general, maximum eight sessions.

#### **4. Standard Service Goals:**

- a. Abide by all ADHS guidelines.
- b. Identify and treat behavioral and emotional needs within the cultural context of the individual.
- c. Provide treatment services that are *individualized* to the probationer’s needs, in the least restrictive environment, and which address therapeutic goals indicated in the individual treatment plan.
- d. Deliver a cognitive behavioral treatment program that facilitates behavior and attitude changes as measured by reduction of 1) criminal involvements, 2) use of illegal substances, 3) antisocial or negative thinking and/or behaviors, and 4) risk to others.

#### **5. Standard Service Tasks:**

- a. Complete and submit accurate monthly billing invoices by the 10<sup>th</sup> of each month.
- b. Provide the supervising probation officer copies of assessment summaries, treatment plans and recommendations, monthly progress reports, and discharge summaries.
- c. With all involved parties, develop a treatment plan that addresses the criminogenic factors and other special needs of the individual.
- d. Provide the probation department notification, within 24 hours of a probationer’s unexcused absence and any other violation or communication as necessary.
- e. Immediately notify the probation department of a probationer’s increased risk to self, specific victims, and/or the community, and correspondingly, notify law enforcement.

- f. Conduct an evaluation of services through pre and post surveys/tests, client satisfaction surveys, clients' achievement of therapy goals, changes in clients' attitudes and behaviors, or other instruments that measure progress and outcomes.
- g. Help probationers accept responsibility for their offenses, and identify and change their thinking errors, cognitive distortions, minimizations and rationalizations, to move them through the stages of behavior change and break their cycles of offending behavior.

**6. Population to be Served: Adult.**

**APPENDIX A**

**AGENCY INFORMATION**

INSTRUCTIONS: Complete this form for your agency as a whole.

Agency/Organization Legal Name: \_\_\_\_\_

If Agency has parent organization, please identify: \_\_\_\_\_

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

Mailing Address (if different): \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Telephone Number: (    ) \_\_\_\_\_

Telephone Number: (    ) \_\_\_\_\_

Chief Executive Officer/Director: \_\_\_\_\_

Email: \_\_\_\_\_

Contact person for proposal submission if different from Director:

Program Provisions: \_\_\_\_\_  
\_\_\_\_\_

Budget Section: \_\_\_\_\_  
\_\_\_\_\_

Email: \_\_\_\_\_

Email: \_\_\_\_\_

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

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

Name(s) and title(s) of person(s) authorized to sign legal agreements for the Agency:

Name: \_\_\_\_\_

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

Name: \_\_\_\_\_

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

Type of Organization (non-profit, private, corporation, government agency, etc.)

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

Agency Tax Identification Number (TIN) OR Social Security Number: \_\_\_\_\_

Is your organization subject to licensing or accreditation? Yes \_\_\_\_ No \_\_\_\_

By whom? \_\_\_\_\_

a. If yes, are your required licenses, accreditations, certifications up-to-date?

Yes \_\_\_\_\_ No \_\_\_\_\_. If no, briefly explain: \_\_\_\_\_

b. Has your agency or any personnel ever had a license revoked or suspended?

Yes \_\_\_\_\_ No \_\_\_\_\_ If yes, briefly explain: \_\_\_\_\_

c. Does your agency have formal personnel policies?

Yes \_\_\_\_\_ No \_\_\_\_\_ If no, briefly explain: \_\_\_\_\_

d. Does your agency have a staff development/training program? Yes \_\_\_\_\_ No \_\_\_\_\_

Please explain, including required hours and curriculum: \_\_\_\_\_

e. Does your agency have a formal ADA policy? Yes \_\_\_\_\_ No \_\_\_\_\_ If no, briefly

explain: \_\_\_\_\_

f. Does your agency consist of Ph.D. or Masters' Degree level certified behavioral health professionals, and/or licensed staff through ADHS/BHS either as Program Directors or consultants, to provide documented clinical supervision for service counseling staff.

Yes \_\_\_\_\_ No \_\_\_\_\_

If yes, please list name(s):

Name: \_\_\_\_\_ Name: \_\_\_\_\_

Name: \_\_\_\_\_ Name: \_\_\_\_\_

g. Does your agency subcontract for services and if so will subcontractor be able to abide by all aspects of the contract herein? Yes \_\_\_\_\_ No \_\_\_\_\_. If yes, please list agencies.

h. Does your agency provide services at more than one (1) location? Yes \_\_\_\_\_ No \_\_\_\_\_

If yes, state how many locations and their addresses. How many locations? \_\_\_\_\_



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

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

i. Does your agency agree to submit to background checks for all personnel who will provide direct services to probation clientele? Yes \_\_\_\_\_ No \_\_\_\_\_

j. If providing substance abuse services, does your agency have direct counseling staff with at least a Bachelor degree, licensure, and/or certification as a CSAC or other equitable certification, and meet the minimum requirements of the Arizona Board of Behavioral Health Examiners?

Yes \_\_\_\_\_ No \_\_\_\_\_ Not Applicable: \_\_\_\_\_

k. Do you have a Board of Directors? Yes \_\_\_\_\_ No \_\_\_\_\_

List Members: \_\_\_\_\_

l. How many people are on your staff? \_\_\_\_\_. Please show the number of staff that are in each of the following categories:

\_\_\_\_\_ Male                      \_\_\_\_\_ Anglo                      \_\_\_\_\_ Hispanic  
\_\_\_\_\_ Female                      \_\_\_\_\_ African-American                      \_\_\_\_\_ Other  
\_\_\_\_\_ Asian                      \_\_\_\_\_ Native American                      \_\_\_\_\_ Spanish speaking  
\_\_\_\_\_ ASL                      \_\_\_\_\_ LGBTQ

**ACCOUNTING/FINANCIAL:**

The Superior Court requires that agencies serving the Court shall maintain a true and accurate accounting system which meets acceptable practices of the accounting profession, and which is capable of properly accounting in a timely manner for all expenditures and receipts of the agency. The agency must provide an audit trail for all funds received from the Court and will be subject to audit by representatives of the Court finance department.

1. Do you presently have an accounting system? \_\_\_\_\_ Yes \_\_\_\_\_ No \_\_\_\_\_

If yes, briefly describe: \_\_\_\_\_  
\_\_\_\_\_

Is the system computerized: \_\_\_\_\_ Yes \_\_\_\_\_ No

If yes, name of program used: \_\_\_\_\_

2. Name of individual/firm maintaining your fiscal records:

Name: \_\_\_\_\_

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

Telephone Number: \_\_\_\_\_ Email: \_\_\_\_\_

3. Name of individual/firm performing your last audit:

Name: \_\_\_\_\_

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

Telephone Number: \_\_\_\_\_ Email: \_\_\_\_\_

4. Are any suits, judgments, tax deficiencies, or other claims in process against your organization, please explain below:

\_\_\_\_\_  
\_\_\_\_\_

**ATTACHMENTS:**

- Attach a copy of your organizational structure.
- Attach job descriptions and minimum qualifications along with resumes for the administrators, directors and direct service staff, including licenses of all certified and/or licensed counselors.
- Attach Mission Statement.
- Attach a copy of the most recent licenses issued by the Arizona Department of Health Services, Office of Behavioral Health Examiners, including any other site licenses.

**INSURANCE REQUIREMENTS:**

Types of coverage with limit amounts are located in the Sample Agreement, **Appendix J**, located under the Article titled - Insurance Requirements.

**APPENDIX B**

**STANDARDS FOR SCOPE OF WORK**

If the Court enters into an agreement with you or your agency, the following standards are administrative procedures that require a response of approval by your initial next to the standard accepted. If you do not accept this standard in principle, leave it blank. An “alternate” standard proposed in writing in this proposal, may be considered by the Court.

**Licensure & Certification**

A) Contract provider/agency contracted by the Arizona Superior Court in Pima County, Adult Probation Department shall be licensed by the Arizona Dept. of Health Services, Office of Behavioral Health Examiners. All program certifications and licensed services shall be listed on the current license and a copy of the most recent license shall be submitted to the contracting department. The Adult Probation Department shall be informed in writing immediately of any changes to the license that affect the deletion of contracted services before they occur.

Standard Accepted \_\_\_\_\_

B) Contract provider/agency shall comply with all licensor regulations set forth by the Arizona Department of Health Services, Division of Behavioral Health Services for all contracted services. Those contracted with Pima County Adult Probation shall be informed in writing of all documented violations of regulations within 72 hours of dated notice. The contract provider/agency contracted plan of correction for each violation shall be submitted to the Adult Probation Department within 30 days of dated notice.

Standard Accepted \_\_\_\_\_

C) Contract provider/agency providing substance abuse services and key clinical staff employed by the contract provider/agency shall be licensed as substance abuse professionals under the following:

- Arizona Behavioral Health Licensed Professional
- Arizona Board of Behavioral Health Examiners as a Licensed Independent Substance Abuse Counselor (LISAC)
- National Accreditation of Alcohol and Drug Abuse Counselors (NCACI, NCACII, MAC)

Standard Accepted \_\_\_\_\_

D) Contract provider/agency staff who provide direct service to probationers shall furnish proof of clinical supervision (4 hours per month) by clinical supervisor, who possesses both the current accepted licensure and at minimum a master’s degree in a behavioral health discipline.

Standard Accepted \_\_\_\_\_

- E) Contract provider/agency shall submit all documented training consistent with the standards of ADBH/BHS/ADBHE.

Standard Accepted \_\_\_\_\_

- F) Contract provider/agency key staff shall attend any meetings/training offered by the Adult Probation Department.

Standard Accepted \_\_\_\_\_

**Case Management and Information Management**

- A) In substance abuse cases, the contract provider/agency shall confirm the accuracy of the Adult Substance Use Survey Revised (ASUS-R) screening tool (provided by Adult Probation) through a more comprehensive assessment process that involves the collection of data regarding education, medical and social history. In all other services a comprehensive assessment/intake will be conducted.

Standard Accepted \_\_\_\_\_

- B) Contract provider/agency shall develop and maintain an individual treatment plan, which addresses the criminogenic factors and needs of the probationer. This treatment plan shall be regularly updated and/or revised to reflect the probationer's progress and/or needs. This treatment plan shall be approved and signed by the probationer.

Standard Accepted \_\_\_\_\_

- C) Contract provider/agency shall allow the supervising probation officer to attend and participate in the probationer's assessment/intake appointment, to facilitate communication and the exchange of information.

Standard Accepted \_\_\_\_\_

- D) Contract provider/agency shall, in accordance with the individual treatment plan, provide authorized treatment service to the probationer.

Standard Accepted \_\_\_\_\_

- E) Contract provider/agency shall furnish organized and legible documents in the client's file of all services provided, summary of activities, including date, duration, type of service and therapist name, signature, degree and title, and client case notes that document client's progress toward treatment goals and objectives.

F)

Standard Accepted \_\_\_\_\_

- G) Contract provider/agency shall ensure all probationer records are to be stored and retained in a manner consistent with ADHS/BHS Regulations.

Standard Accepted \_\_\_\_\_

H) Contract provider/agency shall ensure the probationer's right to "informed consent" is protected and consent to release information is exchanged with the Adult Probation Department that complies with Section 290dd-2 of Title 42 and Title 42 part 2, of the Federal Regulations.

Standard Accepted \_\_\_\_\_

I) Contract provider/agency shall utilize evidence-based treatment modalities and have a design to capture outcomes of all treatment provided.

Standard Accepted \_\_\_\_\_

A) Contract provider/agency reimbursement shall be conducted on a fee for service basis. The Adult Probation Department shall not reimburse contract provider/agency for probationer no shows.

Standard Accepted \_\_\_\_\_

B) Contract provider/agency shall adhere to the policy mandate of collecting a co-pay from each probationer authorized by Adult Probation Department. Co-payments are to be collected by the contract provider/agency before each session. Services shall not be provided if the probationer does not have the required co-payment unless there is a prior arrangement between the parties.

Standard Accepted \_\_\_\_\_

C) Contract provider/agency shall prepare and submit a monthly financial invoice on an Adult Probation Department approved form that reports probationer name, service start date, dates of service, services received, duration of each service, and amount of co-pay collected for the report period. Service and billing start date will be the actual date referral was approved by Adult Probation unless otherwise authorized.

Standard Accepted \_\_\_\_\_

D) The invoiced amount shall be for the contracted rate minus the amount of the co-pay collected by the contract provider/agency.

Standard Accepted \_\_\_\_\_

E) Contract provider/agency shall have a computer system and network access to invoice the Adult Probation Department through the Adult Probation Provider Tracking System and website.

Standard Accepted \_\_\_\_\_

F) Contract provider/agency shall invoice the Adult Probation Department by the tenth day of the next month for services received the previous month. Billing shall be processed monthly to help perpetuate a consistent flow of information and resources that shall aid in the Adult Probation Department's ability to project fund expenditure over the course of a fiscal year.

Standard Accepted \_\_\_\_\_

**Communication and Reporting**

A) Contract provider/agency shall provide written notification within 5 days to the Adult Probation Department of any changes to personnel that provide contracted services, including resumes of new clinical staff.

Standard Accepted \_\_\_\_\_

B) Contract provider/agency shall forward copies of agency incident reports involving probationers to the Adult Probation Department within 48 hours of a reportable incident as defined by ADHS/BHS reporting requirement.

Standard Accepted \_\_\_\_\_

C) Contract provider/agency and the Adult Probation Department shall identify a specific representative and phone number to act as a designated contact for the exchange of information.

Standard Accepted \_\_\_\_\_

D) Any absences from treatment by a probationer without the approval of the counselor or formal notification from the Adult Probation Officer shall be documented and reported to the Adult Probation Department within 24 hours.

Standard Accepted \_\_\_\_\_

E) Contract provider/agency shall notify the probation officer in a timely manner of resistant or recalcitrant probationers who are being considered for therapeutic discharge, in order to develop a remediation plan.

Standard Accepted \_\_\_\_\_

F) Contract provider/agency shall complete a summary of probationer participation in the treatment services (discharge summary) that includes dates of service, a description of activities, a summary of progress, continued intervention recommendations, and transition planning.

Standard Accepted \_\_\_\_\_

G) Contract provider/agency shall submit to the supervising probation officer:

- Written documentation of assessment/intake within 7 days of intake;
- A copy of the probationer's treatment plan within 30 days of intake;
- A copy of the discharge summary and aftercare plan within 14 days of discharge;
- Monthly progress reports by the 15<sup>th</sup> day of the following month:

*Monthly progress reports shall include types of service, date of program intake, dates of service and unexcused absences, number of sessions attended, level of participation, level of progress toward treatment goals, and critical stressors or issues of concern.*

***Failure to comply with this standard could result in the termination of the agreement.***

Standard Accepted \_\_\_\_\_

- H) Contract provider/agency shall provide, post and maintain a client grievance procedure consistent with ADHS/BHS regulations, which involve the designated Adult Probation Department representative if the complaint cannot be resolved at the contract provider/agency level.

Standard Accepted \_\_\_\_\_

- I) Contract provider/agency shall make available operational policies and procedures on staff orientation and background checks, incident reporting, remediation of clients, client grievance, and transition/discharge planning that reflects the requirement standard to the Adult Probation Department.

Standard Accepted \_\_\_\_\_

**Data collection, evaluation, and monitoring**

- A) Contract provider/agency shall monitor the provision of services and the collection of accurate information through an information management/quality assurance plan.

Standard Accepted \_\_\_\_\_

- B) Contract provider/agency shall perform a reasonable evaluation of service impact on the probationer. Evaluations may include baseline pre-testing and post-testing or other tools that measure progress related to changes in attitudes and behaviors. These elements shall be included as part of the probationer discharge report.

Standard Accepted \_\_\_\_\_

- C) Contract provider/agency shall be prepared for contract monitoring that may include a paper or file, on site and/or financial audit, within 24 hours of request by the Adult Probation Department or the Administrative Office of the Courts. Direct service observation by the Adult Probation Department or the Administrative Office of the Courts shall be a component of the contract monitoring process.

Standard Accepted \_\_\_\_\_

- D) Contract provider/agency subcontracts for services are held to the same standard as the contract provider/agency and are the responsibility of the contract provider/agency to ensure subcontractor compliance. All subcontracted agencies must be disclosed in the proposal response.

Standard Accepted \_\_\_\_\_

- E) Contract provider/agency shall make available operational policies and procedures on data collection/reporting, information management, quality assurance, and evaluation that reflect the requirement standards to the Adult Probation Department.

Standard Accepted \_\_\_\_\_

**APPENDIX C  
SEX OFFENDER SERVICES**

1. **Service Definition and Approaches:** This service provides appropriate treatment intervention for adult sex offenders, which includes group, individual and family counseling and requires intensive collaboration with the probation supervision team and ongoing assessment of risk to the community.
2. **Standard Service Specifications:** see Introduction, page 14.
3. **Additional Service Specifications:**

- a. **Assessment/Intake** - In addition to a full clinical assessment, assessments of sex offenders will include a full sexual history, a review of attitudes and beliefs in regard to human sexuality and level of responsibility taking for the offense.
- b. **Sex Offender Treatment Groups** - Will address, at minimum, healthy sexual behaviors, identifying triggers to deviant behaviors and boundary setting.

Size and Composition: Twelve (12) participants or less. Groups must be gender specific.

- c. **Couples/Family Counseling** - Couple and/or family counseling is appropriate in addressing special dynamics or family trauma issues, planning for reunification, facilitating clarification and apology sessions, and assisting couples in communicating and adjusting to court-imposed separation.

Duration and Intensity: 60-minute sessions, as needed, ideally no more than twice/month for up to four months.

- d. **Chaperone Education Services** - These session(s) may include notification of high-risk behaviors and their responsibility in accompanying the offender in the community.

4. **Additional Service Goals:**

- a. Facilitate probationer's self-awareness, self-management, increased coping skills and ability to intervene in their sexual offending cycle.

5. **Additional Service Tasks:**

- a. Develop a treatment plan that includes defining and teaching normative sexual behavior, reducing risk to victimize others, and promoting victim empathy.
- b. Review physiological testing results with client and probation officer.
- c. Conduct ongoing risk assessment of probationer; develop strategies for managing risk that include immediately notifying the probation department and any parties involved with the probationer, of increased risks or concerns.
- e. Report probationer's unexcused absence from treatment to the supervising probation officer within 24 hours.
- f. Meet with the Sex Offender Adult Probation team once a month, or as needed.
- h. Provide consultation services to the Court, which may include, but not be limited to staffing, training, expert testimony or other assistance as may be required.
- i. Provide coordination, consultation, and/or training for prospective chaperones.



**6. Please list the name(s) and title(s) of the staff that will be providing these services for your agency. In addition, briefly describe their experience (including length of time) in providing these services.**

### **Service Delivery Methodology**

To accomplish the goal of this program during the term of this agreement, the Contractor will perform the tasks specified and implement a methodology for delivery of services. Please answer each of the following questions. You may use additional space as necessary, as this document will expand.

1. **Describe your program model.** Specifically describe how your model and approach incorporate evidence-based practices. Provide examples and include program outlines or curricula.
  
2. **Describe your agency's process for conducting assessment/intake and any instruments you use.** How do you determine appropriate placement of a probationer into a particular group environment/composition? How will you track attendance and co-payments?
  
3. **Describe your process for developing treatment plans and how you determine treatment goals and objectives.** Please provide three examples of treatment plans.
  
4. **What quality assurance measures do you use regarding the delivery of services by agency staff?**
  
5. **How does your organization define and measure client/probationer progress?** How is it documented? What feedback do you provide the client/probationer?
  
6. **What practical application tools do you employ to facilitate client behavior change?** How do you deal with particularly defensive, difficult, or cognitively distorted probationers?
  
7. **How do you assure agency communication with the probation officers regarding probationer's compliance issues, progress or specific concerns?**

8. **Describe your process for discharge planning of a client and reintegration into the community (or reunification with family, if applicable). What aftercare and support do you encourage?**
  
9. **How and when does your program involve family members, significant others or other community members or resources in the treatment process?**
  
10. **Describe your process for identifying referring probationers with special/unique problems that your agency does not address to appropriate services in the community. Give an example of a client you have, or would, refer to another agency for services?**
  
11. **How do you address clients who have co-occurring mental health disorders or other serious concurrent problems?**
  
12. **What specialized treatment does your organization provide to those clients with cultural, language, developmental disabilities and/or other needs (for example, LGBTQ, deaf population, Spanish speakers, etc.)?**
  
13. **Describe your understanding of the dynamics of sexual offending and how that understanding shapes your approach to sex offender treatment.**
  
14. **Describe the benchmarks in your sex offender treatment program.**
  
15. **How do you evaluate and manage a probationer's risk to re-offend?**
  
16. **How does your organization incorporate the use of physiological testing and other assessments in therapy?**

**17. How are victim issues/empathy dealt with in therapy?**

**18. Describe your chaperone training model.**

**19. How does your program distinguish itself from other sex offender treatment programs in the community?**

**APPENDIX D**

**SERVICE INFORMATION**

**1. Referral/Intake:**

Contractor shall accept an eligible probationer only upon referral by a probation officer and by the contract administrator. Referrals shall request a specific service that the contractor is qualified to provide. Referrals will include the name of the eligible probationer, conviction information, relevant background information, the name of the probation officer, a payment plan identifying what portion of fees the probationer will pay, and a date for service to begin.

**2. Case Records:**

Contractor shall maintain a confidential case record for each eligible probationer that shall include the service plan in its original and revised forms, the dates services were provided, and the duration of services, if applicable. **All services must be documented within 48 hours of delivery.** The case record shall include referral information and an initial assessment; treatment plan and goals; release of information to the Adult Probation Department; case notes from each date of service, tracking progress against treatment goals; monthly progress reports submitted to the probation officer; and a discharge summary in accordance with the services conducted.

**3. Accessibility Accommodations for:**

Location of Facilities	Access to Public Transportation	Days/Hours Of Operation	Physically Impaired?	Hearing Impaired?	Bi-Lingual?	Child Care?

#### 4. Reports and Notifications:

The following regular reporting is due to the supervising probation officer in hard copy or electronic form, by the fifteenth (15th) of the month following the month in which the services are provided.

a. Individual reports for each program, including:

- Assessment summary and treatment recommendation
- Initial treatment plan and subsequent revised treatment plans
- Progress report based on treatment goals
- Attendance and type of treatment provided
- Co-payment status

b. Special reports:

- Incident Reports describing a significant situation or event on agency property or in counseling necessitating outside intervention and/or written documentation (e.g., probationer engaging in physical confrontation, probationer threatening suicide, probationer bringing drugs onto agency property, etc.) shall be submitted to the Adult Probation Department within 24 hours of the incident.

c. Notifications:

Contractor shall notify the probation officer or the treatment coordinator immediately after the contractor's knowledge of probationer's involvement in any of the following behaviors or activities:

- Law enforcement contacts;
- Criminal activity;
- Arrests;
- Weapons possession;
- Unauthorized absence from supervision or residential treatment;
- Assaults on staff, peers, family, or others;
- Threats to harm self or others;
- Deaths.

#### 5. Monitoring and Evaluation:

a. **Monitoring** – The Court may monitor the program at any time to ensure quality service delivery. Contractor(s) shall provide the Court all access to the program, program records, and administrative records needed to monitor to assure the provision and quality of the services provided. Additionally, the Contractor shall allow observation of treatment groups by the Treatment Coordinator or designated staff, by request and as prearranged.

b. **Evaluation** – The Contractor is encouraged to conduct evaluations, throughout each contract year, of the program's impact upon participants. This may include:

- Client's satisfaction with the services;
- Client's achievement of therapy goals;
- Changes in clients' attitude behaviors; and,
- Changes in clients' use of Court and probation services as a result of services.

**Any such documentation shall be kept on file and shall be provided to the Court upon request.**

**APPENDIX E****Financial Information****Agency Revenue Sources:**

Show FY2014 awards: Show expected FY2015 revenue sources, and indicate status.

**Status categories are:** applied for; will apply when process opens; awarded; past experience.

Sources of Revenue	FY 2014 Actual	FY 2015 Expected	Status
City of Tucson	\$	\$	
Pima County	\$	\$	
State of Arizona	\$	\$	
Federal (specify type)	\$	\$	
United Way	\$	\$	
United Way/City	\$	\$	
Private Foundations	\$	\$	
Agency Fundraising	\$	\$	
CPSA	\$	\$	
Other - specify	\$	\$	
Other - specify	\$	\$	
Other - specify	\$	\$	
TOTAL:	\$	\$	

**Payment:** The Court agrees to pay provider upon submission of invoice and supporting documents in a form acceptable to the Court within 45 days of receipt. No invoices will be accepted after July 15, for the previous fiscal year.

**APPENDIX F**

**Sample Agreement**

**Behavioral Health Services Agreement**

**THIS AGREEMENT** entered into this day of between the Arizona Superior Court in Pima County, hereinafter called COURT; and XXXXXXXX, hereinafter called CONTRACTOR.

**WITNESSETH**

**WHEREAS**, COURT requires the services of a CONTRACTOR qualified to provide Behavioral Health Services to Adult Probationers; and

**WHEREAS**, CONTRACTOR is qualified and willing to provide such services; and

**WHEREAS**, pursuant to Request for Qualifications # , CONTRACTOR was deemed qualified to provide such services to the COURT.

**NOW, THEREFORE**, the parties hereto agree as follows:

**ARTICLE I - TERM**

This Agreement shall commence on and terminate on , unless sooner terminated pursuant to the provisions of this Agreement.

**ARTICLE II - SCOPE**

CONTRACTOR shall provide services hereinafter described as behavioral health services, per the service specifications, key personnel, and any other information submitted in CONTRACTOR'S response to RFQ # and in accordance with the standards and practices of service provider's profession. Treatment services to be provided:

- Substance Abuse                       DUI                       Domestic Violence
- Sex Offender                       Residential Treatment Intervention

**ARTICLE III - PAYMENT**

In consideration of the services specified in this Agreement, the COURT agrees to pay CONTRACTOR for services as described on the attached *Compensation Schedule*.

Total payment shall not exceed \$xxxxxxx unless a duly authorized amendment has been issued and signed by the parties hereto. Payment terms are net 30 days.

#### ARTICLE IV - NON-APPROPRIATION OF FUNDS

Each payment obligation of the COURT created hereby is conditioned upon the availability of funds which are appropriated for the payment of such an obligation. If funds are not available for the continuance of the contract services, the contract period for the services may be terminated by the COURT at the end of the period for which funds are available. The COURT shall notify the CONTRACTOR at the earliest possible time which services will or may be affected by a shortage of funds. No penalty shall accrue to the COURT in the event this provision is exercised, and the COURT shall not be obligated or liable for any future payments due or for any damages as a result of the termination under this section. This provision shall not be construed so as to permit the COURT to terminate this agreement or any service in order to acquire a similar service from another CONTRACTOR.

#### ARTICLE V - TERMINATION

COURT reserves the right to terminate this Agreement at any time and without cause by serving upon CONTRACTOR at least 30 days advance written notice of such intent to terminate. In the event of such termination, the COURT'S only obligation to CONTRACTOR shall be payment for services rendered prior to the date of termination.

This Agreement may be terminated at any time without advance notice and without further obligation to the COURT when the CONTRACTOR is found to be in default of any provision of this Agreement. This Agreement may be cancelled without penalty or further obligation pursuant to A.R.S. §§ 38-511 if any person significantly involved in initiating, negotiating, securing, drafting or creating the agreement on behalf of the COURT is or becomes, at any time while the Agreement or any extension for the Agreement is in effect, an employee of, or a consultant to any other party to this Agreement with respect to the subject matter of the Agreement.

#### ARTICLE VI - EXTENSION

Court shall have the option to extend this agreement for three (3) additional one-year periods. Any modification or extension shall be by formal written amendment and executed by the parties hereto.

#### ARTICLE VII - APPLICABLE LAW

This Agreement shall be governed by the laws of the State of Arizona, and suits pertaining to this Agreement may be brought only in courts in the State of Arizona.

#### ARTICLE VIII - COMPLIANCE WITH LAWS

The CONTRACTOR shall comply with all City, County, State and Federal laws, ordinances, rules, regulations, and statutes which may be applicable to this Agreement.

##### **Compliance Requirements for A.R.S. §§ 41-4401, Government Procurement: E-Verify Requirement**

1. The contractor warrants compliance with all Federal immigration laws and regulations relating to employees and warrants its compliance with Section A.R.S. §§ 23-214, Subsection A. (That subsection reads: "After December 31, 2007, every employer, after hiring an employee, shall verify the employment eligibility of the employee through the E-Verify program.)
2. A breach of a warranty regarding compliance with immigration laws and regulations shall be deemed a material breach of the contract and the contractor may be subject to penalties up to and including termination of the contract.
3. The State Agency retains the legal right to inspect the papers of any employee who works on the contract to ensure that the contractor or subcontractor is complying with the warranty under paragraph 1.



### **ARTICLE IX - STATUS OF CONTRACTOR**

The status of the CONTRACTOR shall be that of an independent CONTRACTOR and CONTRACTOR shall not be considered an employee of the State of Arizona or the Arizona Superior Court in Pima County and shall not be entitled to receive any of the fringe benefits associated with regular employment and will not be subject to the provisions of the merit system. CONTRACTOR will be responsible for payment of all Federal, State and Local taxes associated with the compensation received by CONTRACTOR from COURT. CONTRACTOR shall be responsible for program development and operation without supervision by COURT.

### **ARTICLE X - INDEMNIFICATION**

Contractor shall indemnify, defend, save and hold harmless the State of Arizona, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees (hereinafter referred to as "Indemnitee") from and against any and all claims, actions, liabilities, damages, losses, or expenses (including court costs, attorneys' fees, and costs of claim processing, investigation and litigation) (hereinafter referred to as "Claims") for bodily injury or personal injury (including death), or loss or damage to tangible or intangible property caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of Contractor or any of its owners, officers, directors, agents, employees or subcontractors. This indemnity includes any claim or amount arising out of or recovered under the Workers' Compensation Law or arising out of the failure of such contractor to conform to any federal, state or local law, statute, ordinance, rule, regulation or court decree. It is the specific intention of the parties that the Indemnitee shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of the Indemnitee, be indemnified by Contractor from and against any and all claims. It is agreed that Contractor will be responsible for primary loss investigation, defense and judgment costs where this indemnification is applicable. In consideration of the award of this contract, the Contractor agrees to waive all rights of subrogation against the State of Arizona, its officers, officials, agents and employees for losses arising from the work performed by the Contractor for the State of Arizona.

### **ARTICLE XI - ASSIGNMENT OF INTEREST**

No right or interest in this Agreement shall be assigned by CONTRACTOR without prior written permission of the COURT. No delegation of any duty of CONTRACTOR shall be made without prior written permission of the COURT.

### **ARTICLE XII - NON-DISCRIMINATION**

CONTRACTOR shall not discriminate, and shall require that any subcontractor not discriminate, in the provision of program services on the basis of race, age, creed, color, religion, sex, condition of disability or national origin. Contractor and all subcontractors shall comply with Supreme Court Administrative Rule 1-301 (equal employment opportunity policy) and with all applicable court, state and federal laws, rules, regulations and executive orders.

### **ARTICLE XIII - RECORDS RETENTION**

Pursuant to A.R.S. § 35-214, CONTRACTOR shall retain, and shall require all subcontractors to retain, for inspection and audit by the COURT and the Arizona Auditor General, all books, accounts, reports, files and other records relating to the bidding and performance of the Agreement for a period of five years after its completion. Upon request by the COURT or the Auditor General, a legible copy or the original of all such records shall be produced by CONTRACTOR at the administrative office of the Court or the office of the Auditor General.

**ARTICLE XIV - OWNERSHIP OF RECORDS**

Any materials, including reports, computer programs and other deliverables, created under this Agreement are the sole property of the COURT. The CONTRACTOR is not entitled to a patent or copyright on those materials and may not transfer the patent or copyright to anyone else. The CONTRACTOR shall not use or release these materials without the prior written consent of the COURT.

**ARTICLE XV - CONFIDENTIALITY OF INFORMATION**

CONTRACTOR shall observe and abide by all applicable State and Federal statutes and regulations regarding use or disclosure of information, including but not limited to information concerning applicants for and recipients of Agreement services. The CONTRACTOR shall release information to the COURT and the Attorney General’s Office upon request.

**ARTICLE XVI - INSURANCE REQUIREMENTS**

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, his agents, representatives, employees or subcontractors.

The *insurance requirements* herein are minimum requirements for this Contract and in no way limit the indemnity covenants contained in this Contract. The State of Arizona in no way warrants that the minimum limits contained herein are sufficient to protect the Contractor from liabilities that 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. MINIMUM SCOPE AND LIMITS OF INSURANCE:** Contractor shall provide coverage with limits of liability not less than those stated below.

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

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

- General Aggregate \$2,000,000
- Products – Completed Operations Aggregate \$1,000,000
- Personal and Advertising Injury \$1,000,000
- Blanket Contractual Liability – Written and Oral \$1,000,000
- Fire Legal Liability \$ 50,000
- Each Occurrence \$1,000,000

- a. The policy shall be endorsed to include the following additional insured language: *“The State of Arizona, its departments, agencies, boards, commissions, universities and its officers, 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”.*
- b. Policy shall contain a waiver of subrogation against the State of Arizona, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees for losses arising from work performed by or on behalf of the Contractor.

**2. Business Automobile Liability**

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

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

- a. The policy shall be endorsed to include the following additional insured language: *“The State of Arizona, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees shall be named as additional insureds with respect to liability arising out of the activities performed by or on behalf of the Contractor, involving automobiles owned, leased, hired or borrowed by the Contractor”.*
- b. Policy shall contain a waiver of subrogation against the State of Arizona, as departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees for losses arising from work performed by or on behalf of the Contractor.

**3. Worker's Compensation and Employers' Liability**

Workers' Compensation	Statutory
Employers' Liability	
Each Accident	\$ 500,000
Disease – Each Employee	\$ 500,000
Disease – Policy Limit	\$1,000,000

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

**B. ADDITIONAL INSURANCE REQUIREMENTS:** The policies shall include, or be endorsed to include the following provisions:

- 1. The State of Arizona, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees wherever additional insured status is required such additional insured shall be covered to the full limits of liability purchased by the Contractor, even if those limits of liability are in excess of those required by this Contract.
- 2. The Contractor's insurance coverage shall be primary insurance with respect to all other available sources.
- 3. Coverage provided by the Contractor shall not be limited to the liability assumed under the indemnification provisions of this Contract.

**C. NOTICE OF CANCELLATION:** Each insurance policy required by the insurance provisions of this Contract shall provide the required coverage and shall not be suspended, voided, canceled, or reduced in coverage or in limits except after thirty (30) days prior written notice has been given to the State of Arizona. Such notice shall be sent directly to **(Arizona Superior Court in Pima County, 9<sup>th</sup> Floor, Contracts & Procurement, 110 W. Congress, Tucson, AZ 85701)** and shall be sent by certified mail, return receipt requested.

- D. **ACCEPTABILITY OF INSURERS:** Insurance is to be placed with duly licensed or approved non-admitted insurers in the state of Arizona with an “A.M. Best” rating of not less than A- VII. The State of Arizona in no way warrants that the above-required minimum insurer rating is sufficient to protect the Contractor from potential insurer insolvency.
- E. **VERIFICATION OF COVERAGE:** Contractor shall furnish the State of Arizona with certificates of insurance (ACORD form or equivalent approved by the State of Arizona) as required by this Contract. The certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf.

All certificates and endorsements are to be received and approved by the State of Arizona before work commences. Each insurance policy required by this Contract must be in effect at or prior to commencement of work under this Contract and remain in effect for the duration of the project. Failure to maintain the insurance policies as required by this Contract, or to provide evidence of renewal, is a material breach of contract.

All certificates required by this Contract shall be sent directly to (**Arizona Superior Court in Pima County, 9<sup>th</sup> Floor, Contracts & Procurement, 110 W. Congress, Tucson, AZ 85701**). The State of Arizona project/contract number and project description shall be noted on the certificate of insurance. The State of Arizona reserves the right to require complete, certified copies of all insurance policies required by this Contract at any time. **DO NOT SEND CERTIFICATES OF INSURANCE TO THE STATE OF ARIZONA'S RISK MANAGEMENT DIVISION.**

- F. **SUBCONTRACTORS:** Contractors’ certificate(s) shall include all subcontractors as insureds under its policies **or** Contractor shall furnish to the State of Arizona separate certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to the minimum requirements identified above.
- G. **APPROVAL:** Any modification or variation from the *insurance requirements* in this Contract shall be made by the Department of Administration, Risk Management Division, whose decision shall be final. Such action will not require a formal Contract amendment, but may be made by administrative action.
- H. **EXCEPTIONS:** In the event the Contractor or sub-contractor(s) is/are a public entity, then the Insurance Requirements shall not apply. Such public entity shall provide a Certificate of Self-insurance. If the contractor or sub-contractor(s) is/are a State of Arizona agency, board, commission, or university, none of the above shall apply.

#### **ARTICLE XVII - ARBITRATION**

This Agreement is subject to arbitration to the extent required by A.R.S. § 12-1518, A.R.S. § 12-133 and Rule 3.9, Pima County Superior Court Local Rules.

#### **ARTICLE XVIII - AMERICANS WITH DISABILITIES ACT**

CONTRACTOR shall comply with all applicable provisions of the Americans with Disabilities Act (Public Law 101-336, 42 U.S.C. 12101-12213) and all applicable federal regulations under the Act, including 28 CFR Parts 35 and 36.

**ARTICLE XIX - NON WAIVER**

The failure of COURT to insist in any one or more instances upon the full complete performance of any of the terms and conditions of this Agreement to be performed on the part of the other, or to take any action permitted as a result thereof, shall not be construed as a waiver or relinquishment of the right to insist upon full and complete performance of the same, or any other covenant or condition, either in the past or in the future. The acceptance by either party of sums less than may be due and owing it at any time shall not be construed as an accord and satisfaction.

**ARTICLE XX - SEVERABILITY**

Each provision of this Agreement stands alone, and any provision of this Agreement found to be prohibited by law shall be ineffective to the extent of such prohibition without invalidating the remainder of this Agreement.

**ARTICLE XXI - OVERCHARGES BY ANTITRUST VIOLATIONS**

The COURT maintains that in actual practice, overcharges resulting from antitrust violations are borne by the purchaser. Therefore, to the extent permitted by law, CONTRACTOR hereby assigns to the COURT any and all claims for such overcharges as to the goods or services used to fulfill the Agreement.

**ARTICLE XXII - SUBCONTRACTOR**

CONTRACTOR will be fully responsible for all acts and omissions of its subcontractor(s) and of persons directly or indirectly employed by subcontractor and of persons for whose acts any of them may be liable to the same extent that the CONTRACTOR is responsible for the acts and omissions of persons directly employed by it. Nothing in this agreement shall create any obligation on the part of COURT to pay or see to the payment of any money due any subcontractor except as may be required by law.

**ARTICLE XXIII- OTHER DOCUMENTS**

CONTRACTOR and COURT in entering into this Agreement have relied upon information provided in RFQ# and on information provided in the CONTRACTOR'S response to said proposal. These documents are hereby incorporated into and made a part of this Agreement as if set forth in full herein.

**ARTICLE XXIV – ACCEPTABLE FORMS OF SIGNATURES**

This Agreement may be signed in any number of counterparts with the same effect as if the signature on each such counterpart were upon the same instrument, and a facsimile transmission or electronic delivery of a manual signature shall be deemed to be an original signature.

**ARTICLE XXV - REMEDIES**

Either party may pursue any remedies provided by law for the breach of this Agreement. No right or remedy is intended to be exclusive of any other right or remedy and each shall be cumulative and in addition to any other right or remedy existing at law or at equity or by virtue of this Agreement.

**ARTICLE XXVI - NOTICES**

Any notice required or permitted to be given under this Agreement shall be in writing and shall be served by delivery or by certified mail upon the other party as follows:

COURT:

CONTRACTOR:

Arizona Superior Court in Pima County  
110 West Congress, 9th floor  
Tucson, AZ 85701  
(520) 724-4218  
(520) 724-3824 Fax

**ARTICLE XXVII - ENTIRE AGREEMENT**

This document constitutes the entire Agreement between the parties and shall not be modified, amended, altered or changed except through a written amendment and signed by the parties.

IN WITNESS THEREOF, the parties have affixed their signatures to this agreement the date first written above.

ARIZONA SUPERIOR COURT IN PIMA COUNTY

PROVIDER

\_\_\_\_\_  
Presiding Judge

\_\_\_\_\_

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date