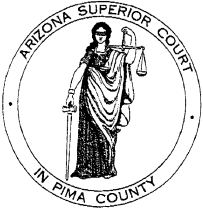


**ARIZONA SUPERIOR COURT IN PIMA COUNTY  
NOTICE OF REQUEST FOR PROPOSALS**



NUMBER AND TITLE: RFP # 24-1216 Pre- and Post-Sentence Psychiatric Evaluations

Return and Opens: ARIZONA SUPERIOR COURT IN PIMA COUNTY  
110 WEST CONGRESS, 9TH FLOOR,  
TUCSON, ARIZONA 85701

FEBRUARY 14th, 2025 at 3:00 P.M MST

**DESCRIPTION:**

THE ARIZONA SUPERIOR COURT IN AND FOR PIMA COUNTY INVITES PROPOSALS FROM QUALIFIED PROVIDERS TO PROVIDE PRE- AND POST-SENTENCE PSYCHIATRIC EVALUATIONS. THE SUCCESSFUL PROVIDER(S) WILL BE AWARDED A THREE (3) YEAR AGREEMENT WITH THE OPTION, BY THE SUPERIOR COURT, TO RENEW FOR UP TO TWO (2) ADDITIONAL ONE (1) YEAR PERIODS.

PROPOSALS MUST BE SUBMITTED IN A SEALED ENVELOPE CLEARLY MARKED ON THE OUTSIDE WITH THE RFP NUMBER, TITLE, AND RESPONDENT'S NAME.

BIDS/PROPOSALS MUST BE RECEIVED AT THE COURT ADMINISTRATION RECEPTION DESK ON THE 9TH 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 BIDS/PROPOSALS WILL NOT BE ACCEPTED. BIDS/PROPOSALS RECEIVED WILL BE OPENED AND READ PUBLICLY. ALL INTERESTED PARTIES ARE INVITED TO ATTEND.

NO PROPOSALS MAY BE WITHDRAWN FOR 60 DAYS AFTER RFP OPENING TO ALLOW ADEQUATE TIME FOR EVALUATION AND AWARD.

AWARD WILL BE MADE TO MULTIPLE PROVIDERS/AGENCIES.

BOND(S) REQUIRED:    YES   X   NO

THE RECOMMENDATION FOR AWARD SHALL BE MADE ON THE PROPOSAL(S) MOST ADVANTAGEOUS TO THE COURT IN THE FOLLOWING MANNER:

  XX   ITEM-BY-ITEM        BY GROUP        SINGLE

RESPONDENTS ARE STRONGLY ENCOURAGED TO CAREFULLY READ THE ENTIRE RFP (REQUEST FOR PROPOSALS). 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: JANUARY 24th, 2025

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**ARIZONA SUPERIOR COURT IN PIMA COUNTY**

**RFP # 24-1216 SUBMISSION LETTER**

The undersigned certifies that the agency named below is applying for consideration to provide PRE- AND POST- SENTENCE EVALUATIONS in accordance with the terms and conditions outlined in Superior Court RFP No.24-1216. This proposal contains original and 3 copies of the following documents:

- ☐ Appendix A. Agency/Provider Information
- ☐ Appendix B-G. Service Specifications/Methodology
- ☐ Appendix H. Service Information
- ☐ Statement of organizations history and experience
- ☐ Statement of related program services

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

AGENCY/PROVIDER \_\_\_\_\_

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

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

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

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

## **INSTRUCTIONS AND INFORMATION**

### **PREPARATION OF RFP RESPONSES:**

All prices and notations 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 RFP. Delivery time, if stated as a number of days, shall mean calendar days. The Court reserves the right to question and correct obvious errors but is not required to clarify erroneous material. Furthermore, proposals which do not comply with instructions, or which contain incomplete information, may not be considered.

### **SUBMISSION OF RESPONSES:**

RFP'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 RFP documents. If a vendor believes a provision of the RFP documents to be needlessly restrictive, unfair, or unclear, the respondent should notify Adam Redding, Arizona Superior Court in Pima County at Phone (520) 724-4218 or email [aredding@sc.pima.gov](mailto:aredding@sc.pima.gov) prior to the closing time set for receipt of RFP's. Response from the Court will be made by written addendum, posted on the Arizona Superior Court web site, and sent to all known potential respondents. Issues identified less than seven (7) days prior to the solicitation opening date may not be answered.

### **CONFLICTING TERMS AND CONDITIONS:**

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

### **AWARD OF CONTRACTS:**

Contracts and purchases shall be made or entered into with the best responsible bidders except as otherwise required or authorized by law. The Court reserves the following rights: 1) To waive informalities in any bid 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 from participating in any government procurement activity, 3) To reject any and all responses, 4) To re-advertise for bids 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 quality and availability of services, 7) To increase or decrease the quantity herein specified, 8) The Court makes no guarantee as to the value of this contract.

**WAIVER:**

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

**FRAUD AND COLLUSION:**

Each bidder 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 bidder in securing or attempting to secure a contract to furnish labor, materials or supplies at a higher price than that proposed by any other bidder, 2) Favored one bidder over another by giving or withholding information or by willfully misleading the bidder 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) will knowingly accept materials or supplies of a quality inferior to those called for by any contract, 4) will knowingly certify 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, and 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.

### **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.

### **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:**

Bidders 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.

### **PRICING:**

The Compensation Schedule (Appendix I) provides the cost per unit of service. One unit of service is defined in the service specification.

### **EVALUATION AND AWARD:**

Award will be made to the provider(s) whose proposal is most advantageous to the Court with regard to qualifications and availability of services. In addition, the Court will consider the Provider's ability to meet time deadlines and their ability to communicate in a manner that probation officers can understand, and any other factors as deemed appropriate. As part of the evaluation process, some proposers may be asked to make a presentation on their proposal. Multiple awards will be made if it is determined to be in the best interest of the Court.

### **MAINTENANCE OF PROFESSIONAL CERTIFICATIONS AND QUALIFICATIONS:**

Contractor [and all agents or employees of Contractor 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 services under this Agreement. It shall be the duty of Contractor to maintain certification for the Contractor and all persons providing contract 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. Contractor shall immediately notify the Court of any proceeding which may result in the loss of Contractor's or loss of Contractor's employee's or agent's certification and shall report the loss of such certification.

## **MONITORING**

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

## **INVESTIGATIONS**

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

## **VISITATION, INSPECTION AND COPYING**

Contractors and/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.

## **SAMPLE AGREEMENT:**

A sample agreement that the successful agency(ies) will be asked to sign is attached (Appendix H) for review. Unless otherwise noted in your proposal, proposer agrees that this agreement is acceptable as written. The scope of this agreement may be modified based upon the successful agency(ies) proposal.

## **INTRODUCTION**

The Arizona Superior Court in Pima County is requesting forensic, pre- and post-sentence psychological and evaluations for Fiscal Year 2024/2025, with option to renew for four (4) additional years, if required.

These evaluations should identify a wide range of information critical to the processing and supervision of both defendants and probationers in the Superior Court system. These assessments would include diagnostic impressions using the current edition of the Diagnostic and Statistical Manual of Mental Disorders (DSM). These evaluations may be requested by the Court and/or the supervising Probation Officer. All evaluations must be conducted by a psychiatrist (M.D.) or psychologist (Ph. D, Psy. D.) that meet the professional standards for certification and have at least 2 years of forensic or clinical experience or have worked under the supervision of a forensic professional with 3 years of experience. These services will be contracted with providers that demonstrate their ability to deliver quality and timely services, as well as an established history of financial accountability.

The types of evaluations that will be contracted for are as follows:

Clinical Evaluations (Probation Department):  
Psychological Evaluations  
Intellectual Assessments/IQ  
Psychosexual Evaluations

Forensic Evaluations (Office of the Clinical Coordinator)  
IQ Evaluation (Death Penalty Cases) Phase 1 IQ Measure Only  
IQ Evaluation (Death Penalty Cases) Phase 2  
Sexually Violent Person Evaluation/Screenings

### **Clinical Evaluations (Adult Probation Department)**

Proposers may submit proposal for one, some or all of the types of the above evaluations. At times it may be advantageous for the Probation department to have an Intellectual/IQ's evaluation in addition to other clinical questions within one evaluation.

Psychological evaluations are most often requested for probation-eligible sex offenders, arsonists, offenders who commit violent crimes, with significant cognitive deficits (including organic brain dysfunction), as well as those with addictive and/or character disorders. In addition, those being evaluated may present as hearing impaired or non-English speaking. Bidders understand the service must be delivered to the client in the language they understand best, as determined by the Court. This may be accomplished by interpreters or bilingual staff with a strong proficiency in the required language.

When a defendant is referred for an evaluation, the probation officer will provide as much collateral information from the probation file as possible. As a rule, evaluations are due to the probation officer within 21 days from the date of the referral.

Some offenders may be out-of-custody, in which case the evaluation may be conducted at the provider's facility; however, for those in-custody, the evaluation will be conducted at the Pima County Jail. In order to obtain jail clearance, the provider must submit an application to the court annually. The completed application for will be forwarded to the jail for professional visit clearance. This clearance is required and must be processed through the court.

The Contract Administrator will develop and manage contracts with qualified provider(s) for services deemed necessary by the Adult Probation Department.

While the provider who is under contract to the Court for evaluation services is an independent contractor, the adequate exchange of information between the provider and the probation officer is critical to ensure the offender is placed on the appropriate caseload and provided with the treatment necessary to successfully complete probation. Consequently, individual probation officers may ask specific questions of the evaluator, including specific treatment recommendations. In addition, the probation officer, in communicating personally with the evaluator, may be able to provide information that will be useful in conducting the assessment. The Court's expectations are to contract for the highest quality evaluations, conducted by knowledgeable and experienced professionals, doing whatever is necessary to rule out, and /or submit definitive diagnosis.



## **Forensic Evaluations (Office of the Clinical Coordinator)**

Proposers may submit proposal for one, some or all of the types of forensic evaluations listed under this category above. Competency evaluations have a higher standard of qualification and specific certification required that are not included in this contract offering.

Forensic evaluations are most often requested for defendants whose cases are engaged in death penalty consideration or in civil proceedings addressing the statutory definition of a sexually violent person. Any defendant may present as hearing impaired or non-English speaking. Bidders understand the service must be delivered to the client in the language they understand best, as determined by the Court. This may be accomplished by interpreters or (preferred) a bilingual professional with a solid proficiency in the language of the defendant. Please be sure to specify languages you may speak other than English.

When a defendant is ordered for an evaluation, the clinical coordinator's office will provide as much collateral information from the parties on to the professional evaluator as is available along with any specific timeline considerations that must be employed to complete the evaluation successfully.

Some offenders may be out-of-custody, in which case the evaluation may be conducted in the provider's office; however, for those in-custody, the evaluation will be conducted at the Pima County Jail. These evaluations will require a specific form of clearance to gain entry to the jail. In order to obtain jail clearance, the provider must submit an application to the court clinical coordinator's office annually. The completed application will be forwarded to the jail for professional visitation level clearance. This clearance is required and must be processed through the court to assure appropriate clearance levels are assigned.

The Contract Administrator will develop and manage contracts with qualified provider(s) for services deemed necessary by the Court in both criminal and civil proceedings. Qualified providers assume responsibility for a comprehensive familiarity with statutes relevant to services provided.

### **Evaluation of all proposals:**

Court will evaluate and score proposals based on the following:

- 50% Overall clinical assessment and/or forensic experience (approximate total number of reports done, years practiced, timely submissions/responses if engaged in work previously with the Court)
- 30% Type specific clinical/forensic training and experience. (i.e. educational background, psychological testing, special populations, specialties, certifications, languages spoken)
- 20% Submitted sample reports (elements/content, methodology, thoroughness, organization, and clarity).

### **Clinical & Forensic interview assessments and evaluations:**

NOTE: Forensic evaluations will not be required to include aspects with a \*

Completed evaluations/reports should include:

1. Client identifying information/data
2. Date of evaluation
3. Reason for referral/referred questions

4. Qualification of examiner
5. Informed consent/confidentiality statement
6. Statement of disclosure
7. Procedures used/assessment procedures
8. Collateral sources/records reviewed
9. Methods of examination
10. Summary of previous evaluations, if applicable
11. Clinical/Forensic Interview
12. Overall presentation/behavioral observations
13. Attitudes toward interview/crime/victims/ society etc.\*
14. Summary of instant offense / current charges
15. Brief psychosocial history, highlighting issues specifically relevant to diagnosis, reasons for referral and/or risk (also, include pertinent information that was excluded from the presentence report)
16. Substance abuse and mental health history (include medications)
17. Health and current functioning/mental status, particularly citing concerns
18. Test results and interpretations
19. Risk assessment and feasibility of community supervision\*
20. DSM-IV Diagnostic Impression
21. Amenability to probation supervision \*
22. Specific supervision strategies to mitigate risk to the community, effectively communication with the offender and enhance the offender's potential to successfully complete probation \*
23. Therapeutic intervention recommendations \*

In accordance with testing strategy, contract providers are expected to use and validated psychometric testing instruments to support their impressions. Testing instruments employed should meet the Daubert standard for admissibility in later proceedings should that become necessary.

## APPENDIX A

### AGENCY INFORMATION

INSTRUCTIONS: Complete this form for your agency/ provider as a whole and where applicable.

#### A. GENERAL INFORMATION:

1. Agency/Organization/Provider Legal Name:

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If Agency has parent organization, please identify:

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2. Address:

Mailing Address (if different):

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

E-Mail address: \_\_\_\_\_

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

3. Contact person for proposal submission if different from Director:

Program Provisions:

Budget Section:

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Phone# \_\_\_\_\_ Email: \_\_\_\_\_

Phone# \_\_\_\_\_ Email: \_\_\_\_\_

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

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Name

Title

---

Name

Title

5. Agency Tax Identification Number (TIN): \_\_\_\_\_

6. Type of organization (non-profit, private, corporation, government agency, etc.) \_\_\_\_\_

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

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

8a. If yes, are your required licenses and certifications current? (Please submit copies) If no, explain briefly:

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8b. Have your agency or provider in your agency ever had a license or certification revoked or suspended? \_\_\_\_\_ Yes \_\_\_\_\_ No If yes, explain briefly:

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9. Does your agency have a staff development/training program? \_\_\_\_\_ Yes \_\_\_\_\_ No  
If yes, please explain including required hours and curriculum.

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#### B. BACKGROUND INFORMATION:

1. Describe your organization's history and experience in providing services similar to or related to the proposed services. - Attach no more than one page of history –
2. How many people are on your professional staff? \_\_\_\_\_. Please show the number of staff who would fall into each of the following categories:

\_\_\_\_\_ Male \_\_\_\_\_ Anglo \_\_\_\_\_ Hispanic \_\_\_\_\_ Asian  
\_\_\_\_\_ Female \_\_\_\_\_ African-American \_\_\_\_\_ Other culture: specify \_\_\_\_\_  
\_\_\_\_\_ Native American \_\_\_\_\_ Spanish Speaking \_\_\_\_\_ Other languages: specify \_\_\_\_\_

#### C. 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:

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Please answer the following general questions. Each type of evaluation for which you apply, will have more specific questions within that area.

1. Are there any limitations or exclusions in the type of clients you would accept as referrals? If so, please identify.
2. What is your average time from referral to completed report? Do you have the ability to accept electronic referrals over the computer and/or faxed documents? Do you use computer/word processing software to complete your reports?
3. How do you assess and evaluate risk?
5. Please provide current Curriculum Vitae/resume of each evaluator providing service.
6. Why should the Court contract with you or your agency to conduct these requested psychiatric/psychological evaluations?

## APPENDIX B

### Service Specifications and Methodology

#### Psychological Evaluations

##### A. Service Specifications

###### 1. Service Definition:

This service provides for specific assessment, evaluation and/or consultation to determine and address behavioral health problems and may make treatment recommendations or advise certain interventions. Consultation may consist of providing assistance in planning, developing and suggesting treatment plans, program recommendations, as well as staff consultation and/or training.

###### 2. Standards/Licensure Requirements:

Psychologists (with degrees specified in this document) must be licensed by the Board of Psychologists Examiners under Arizona Revised Statutes, Title 32, Chapter 19, and Articles 2 & 3. M.D.'s must meet state requirements in accordance with Arizona Revised Statutes, Title 32, Chapter 13, Article 2, et seq. or Title 32, Chapter 17, Article 2, ET. Seq. All testing must be performed through standardized and non-abbreviated psychometric assessments unless abbreviated assessments are clinically appropriate. All diagnostic statements shall conform to current DSM terminology.

###### 3. Units of Service:

One unit of service is one completed evaluation, as evidenced by a completed report.

###### 4. Service Goals:

To effectively identify and assess a specific clinical or forensic question put to the examiner by either the Adult Probation Department or Clinical Coordinator on an individual engaged within our system and submit a report in accordance with our requested standards in a timely manner;

###### 5. Service Tasks:

- a. Review referral material and questions, assess the subject's readiness for testing, and develop an evaluation strategy.
- b. Conduct clinical interviews and any testing employed
- c. Compile a report and submit it to the referring office within timelines specified.

## B. Service Delivery Methodology

Please answer the following questions; and use additional pages as necessary.

1. What assessment instruments do you traditionally use for general Psychological evaluations? Please specify as much as possible.
2. Approximately how many general psychological evaluations have you conducted in the last two years?
3. Please submit minimum of two (2) samples of clinical evaluations performed and if applicable of (2) forensic evaluations you have conducted.

## APPENDIX C

### Service Specifications and Methodology

#### Psychosexual Evaluation

##### A. Service Specifications

###### 1. Service Definition:

This service provides for specific assessment, evaluation and/or consultation to determine and address behavioral health problems and may make treatment recommendations or advise certain interventions. Consultation may consist of providing assistance in planning, developing and suggesting treatment plans, program recommendations, as well as staff consultation and/or training.

###### 2. Standards/Licensure Requirements:

Psychologists must be licensed by the Board of Psychologists Examiners under Arizona Revised Statutes, Title 32, Chapter 19, and Articles 2 & 3. M.D.'s must meet state requirements in accordance with Arizona Revised Statutes, Title 32, Chapter 13, Article 2, et seq. or Title 32, Chapter 17, Article 2, et. Seq. All testing must be performed through standardized and non-abbreviated psychometric assessments unless abbreviated assessments are clinically appropriate. All diagnostic statement shall conform to current DSM terminology.

###### 3. Units of Service:

One unit of service is one completed evaluation, as evidenced by a completed report.

###### 4. Service Goals:

- a. To effectively identify and treat behavioral and emotional offender-specific profile, behavioral health history, and potential risk to the community in a timely manner.
- b. To recommend treatment or therapy services.
- c. To provide approach patterns for supervision.

###### 5. Service Tasks:

- a. Review referral material and questions, assess the individual's readiness for testing and develop an evaluation strategy.
- b. Identify the offender's specific victim profile, offense history, and risk to community.
- c. Conduct clinical interviews.
- d. In accordance with testing strategy, conduct any or all testing deemed necessary.
- e. Provide consultation services to the Court, which may include, but not limited to staffings, training, expert testimony or other assistance as may be required.



- f. Provide a written report that must include a sexual profile, sexual arousal profile, risk profile, and treatment plan. The report will be composed of all the elements listed in 1, 2, 3, 4, and 5, below:

1. Offense(s) inquiry, including:

- a. Age relationship between persons;
- b. Social relationship between persons;
- c. Type of sexual activity exhibited;
- d. How sexual contact was initiated and carried through;
- e. How persistent is sexual activity;
- f. Evidence of progression in the nature and/or frequency of sexual activity;
- g. Nature of fantasies, which precede or accompany behavior;
- h. Victim's distinguishing characteristics.

2. Environmental and developmental inquiry, including:

- a. Critical developmental events or experiences, which may combine to predispose the individual to engage in sexual acting out behaviors;
- b. Life tensions or stressors, which may trigger the offense;
- c. Extent to which sex offender problems may be compounded by other disorders such as retardation, mental illness, drug dependency or organic illness.

3. Sexual arousal profile, including:

- a. Type (kind) of individuals found to be sexually appealing-ages, sex, race, traits, stature, etc.;
- b. Sexual activity found to be pleasurable-conventional/unconventional-antecedents;
- c. Sex drive-frequency and intensity of acts;
- d. Abilities and/or motivation to inhibit or resist unwanted sexual inclinations;
- e. Attitudes toward sexuality-what is acceptable/unacceptable.

4. Risk profile, including:

- a. Molester, rapist, or other category;
- b. Nature of offenses-ritualistic, commercial, etc;
- c. How exclusive is fixation-compulsive or regressive;
- d. Congruence of abuse with other aspects of life in regard to abiding by laws and following obligations (school, work required treatments);
- e. Evidence of psychosis, mental retardation, substance abuse or other psychiatric conditions;
- f. Acknowledgment or denial of offenses.

5. Treatment recommendation, including;

- a. Techniques
- b. Prognosis
- c. Modalities
- d. Risk level placement

## B. 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 address each item listed below; use additional pages as necessary but conform to the format:

1. What specific assessment tools and instruments do you use for psychosexual evaluations, and why?
2. How do you intend to evaluate the sexual profile and sexual arousal profile?
3. How will you assess and evaluate risk for sex offenders? (Re-offense, victims, community)
4. Approximately how many psychosexual evaluations have you conducted in the last two five years?
5. Describe your experience and specialized training as it relates to sexual offenders, and conducting psychosexual evaluations. (Include all staff conducting evaluations).
6. Please submit two samples of a psychosexual evaluation.

## APPENDIX D

### Service Specifications and Methodology

#### Intellectual Assessment/ IQ

##### A. Service Specifications

###### 1. Service Definition:

This service provides for specific assessment and/or consultation to determine and address intellectual functioning, related behavioral health problems and may make treatment recommendations or advise certain interventions. Consultation may consist of providing assistance in planning, developing and implementing programs or treatment plans as well as staff consultation and/or training.

###### 2. Standards/licensure requirements:

Psychologists must be licensed by the Board of Psychologists Examiners under Arizona Revised Statutes, Title 32, Chapter 19, and Articles 2 & 3. M.D.'s must meet state requirements in accordance with Arizona Revised Statutes, Title 32, Chapter 13, Article 2, et seq. or Title 32, Chapter 17, Article 2, et. Seq. All testing must be performed through standardized and non-abbreviated psychometric assessments unless abbreviated assessments are clinically appropriate. All diagnostic statement shall conform to current DSM terminology.

###### 3. Units of Service:

One unit of service is one completed evaluation, as evidenced by a completed report.

###### 4. Service Goals:

- a. To effectively identify and treat behavioral and emotional offender-specific profile, behavioral health history, and potential risk to the community in a timely manner;
- b. To recommend treatment, programming, and/or therapy services.
- c. To provide approach patterns of supervision.

###### 5. Service Tasks:

- a. Review referral material and questions, assess the subject's readiness for testing, and develop an evaluation strategy.
- b. Identify the offender specific victim profile, offense history, and risk to community, and useful assessment scores.
- c. Conduct clinical interviews
- d. In accordance with testing strategy, conduct any or all testing deemed necessary

e. Provide a written report, which contains:

1. Test results
2. Interpretations of the data
3. Diagnostic statement, which conforms to current DSM terminology
4. Specific treatment recommendations
5. Educational recommendations
6. Treatment and therapy interventions
7. Supervision strategies

B. Service Delivery Methodology

To accomplish the goal of this task during the term of this agreement, the Contractor will perform the tasks specified and implement a methodology for delivery of services. Please address each item listed below; use additional pages as necessary but conform to the format:

1. What assessment tools and instruments do you use to insure accurate results for Intelligence/IQ assessments?
2. How will you evaluate client functionality?
3. What specialized training or credentials do you have to conduct intellectual evaluations?
4. Approximately how many cognitive/IQ assessments have you done in the last two years?
5. Please submit a sample of an intellectual assessment.

## APPENDIX E

### Service Specifications and Methodology

#### Psychological Evaluation / Assessment

##### A. Service Specifications

###### 1. Service Definition:

This service provides for specific assessment, evaluation and/or consultation to determine and address behavioral health problems and may make treatment recommendations or advise certain interventions. Consultation may consist of providing assistance in planning, developing and suggesting treatment plans, program recommendations, as well as staff consultation and/or training.

###### 2. Standards/Licensure Requirements:

Psychiatrists must be licensed M.D.'s and meet state requirements in accordance with Arizona Revised Statutes, Title 32, Chapter 13, Article 2, et seq. or Title 32, Chapter 17, Article 2, et. Seq. All testing must be performed through standardized and non-abbreviated psychometric assessments unless abbreviated assessments are clinically appropriate. All diagnostic statement shall conform to current DSM terminology.

###### 3. Units of Service:

One unit of service is one completed evaluation, as evidenced by a completed report.

###### 4. Service Goals:

- a. To effectively identify offender-specific psychiatric profile, behavioral health history, and potential risk to self, others, and the community.
- b. To produce a comprehensive well organized, easy to understand, professional quality report.
- c. To submit the report to the court in a timely manner.

###### 5. Service Tasks:

- a. Review referral material and questions, assess the subject's readiness for testing, and develop an evaluation strategy.
- b. Identify the offender specific victim profile, offense history, and risk to community, and useful assessment scores.
- c. Conduct clinical interviews.

d. Provide a written report, which includes:

1. Clinical impression
2. Interpretations of the data
3. Diagnostic statement, which conforms to current DSM terminology
4. Specific treatment and therapeutic recommendations
5. Educational recommendations
6. Supervision strategies
7. Medical and medication recommendations.

e. For neuropsychological assessment:

In addition to the protocols listed above, neuropsychological reports will delineate between the neurologically based causes for behavior versus an emotional dysfunction.

f. For consultation:

Provide consultation based upon agency specific requirements including, but not limited to multi-disciplinary team staffing, staff training, or on-site case consultation

g. For mental status report only:

In addition to above protocols, review the referral materials and prepare requested written report as required.

## B. 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 address each item listed below; use additional pages as necessary but conform to the format:

1. Do you use psychometric instruments or other tools to support your clinical impression, if so describe?
2. Do you include a medical/health assessment as part of your evaluation?
3. How will you evaluate risk to self, others and community, as well as re-offense risk?

4. Do you or your staff has areas of specialization or have you received specialized training?  
If so, describe.

5. Please submit an example of a completed psychiatric evaluation

## APPENDIX F

### Forensic Service Specifications and Methodology

#### Intellectual assessment /IQ- Death Penalty Phase One and Two

##### A. Service Specifications

###### 1. Service Definition:

This service provides for specific assessment and/or consultation to determine and address intellectual functioning, related directly to Arizona Statute 13-753. If the state files a notice of intent to seek the death penalty, the court, unless the defendant objects, shall appoint a pre-screening psychological expert in order to determine the defendant's intelligence quotient using current community, nationally and culturally accepted intelligence testing procedures. There are two independent phases of examination. Phase One is a basic measurement of intelligence. Phase Two is a measure of adaptive functioning when the Phase One IQ is believed to be 75 or below, in order to assess "adaptive behavior" related to the effectiveness or degree to which the defendant meets the standards of personal independence and social responsibility expected of the defendant's age and culture group.

###### 2. Standards/licensure requirements:

A license held by the Arizona Board of Psychologist Examiners at the Doctoral level in Psychology in good standing along with access to at least two different kinds of accepted intelligence testing. Statute defines the provider as "expert in intellectual disabilities" meaning a psychologist licensed pursuant to title 32, chapter 13, 17, or 19.1 with at least five years' experience in the testing assessment, evaluation, and diagnosis of intellectual disabilities.

###### 3. Units of Service:

One unit of service is one completed evaluation, as evidenced by a completed report.

###### 4. Service Goals:

To effectively assess a defendant's cognitive abilities and provide a measure of intellect using standardized instruments that meet the Daubert standard of admissibility in a court of law.

###### 5. Service Tasks:

- a. Review referral material and questions, assess the subject's readiness for testing, and develop an evaluation strategy.
- b. Conduct clinical interviews.
- c. Provide a written report, which contains:
  1. Test results & Interpretation of that data
  2. Materials used in forming the opinion
  3. Diagnostic statements as applicable which conforms to current DSM terminology



## B. Service Delivery Methodology

To accomplish the goal of this task during the term of this agreement, the Contractor will perform the tasks specified and implement a methodology for delivery of services. Please address each item listed below; use additional pages as necessary but conform to the format:

1. What assessment tools and instruments do you use to insure accurate results for Intelligence/IQ assessments? How many different assessment instruments do you have on hand for your use?
  
  
  
  
  
  
  
  
  
  
2. What specialized experience or credentials do you have to conduct intellectual evaluations? How many (approximate) capital cases have you been engaged to render opinions on intellectual functioning?
  
  
  
  
  
  
  
  
  
  
3. Please submit no less than 2 samples of intellectual evaluations agency/provider you may have completed. Include any related death penalty evaluations if you have them.

## **APPENDIX G**

### **Service Specifications and Methodology**

#### **Sexually Violent Persons Evaluation**

##### **A. Service Specifications**

###### **1. Service Definition:**

This service provides for specific assessment, evaluation and/or consultation to determine and address behavioral health problems and may make treatment recommendations based upon Arizona Statute(s) 36-3701-3702. The competent professional will be able to assess, using standardized and accepted measures that can determine the presence of a “Mental disorder” defined as paraphilia, personality disorder or conduct disorder or a combination of any that predisposes a person to commit sexual acts to such a degree as to render the person a danger to the health and safety of others.

###### **2. Standards/Licensure Requirements:**

Psychologists must be licensed in good standing by the Board of Psychologists Examiners at the doctoral level in Psychology along with access to at least 2 different kinds of standardized, nationally recognized measures. Statute defines the agency/provider as a “competent professional” meaning a person who is:

- a) Familiar with the State’s sexually violent person statutes and sexual offender treatment programs available in this state.
- b) Approved by the Arizona Superior Court as meeting court approved guidelines (guidelines in general are qualified, certified/licensed, available within timelines needed and willing to accept predetermined payment for services rendered)

###### **3. Units of Service:**

One unit of service is one completed evaluation, as evidenced by a completed report.

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

- a) To answer the forensic question posed by the referring office and submit a comprehensive report on same in a timely manner;
- b) To be available to testify in person or by phone when ordered or needed by the court.

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

- a) Review referral material and questions, assess the individual’s readiness for Testing.
- b) Conduct clinical interviews
- d) Submit a report within timelines specified at the time of referral.

## B. 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 address each item listed below; use additional pages as necessary but conform to the format:

1. What specific assessment tools and instruments do you use for sexually violent persons?

2. Approximately how many SVP evaluations have you conducted in the last five years?

2. Please submit a minimum of two samples of an SVP evaluation.

## **APPENDIX H**

### **Adult Probation Service Information**

1. Referral/ Intake- Contractor shall accept an eligible probationer only upon referral by the Program Coordinator or designee. Referrals shall request specific types of evaluations/services that the contractor is contracted and qualified to provide. Referrals will include basic information, and the psychiatrist/psychologist conducting the evaluation will immediately contact the referring officer for collateral information. This conversation shall include the specifics of the case, potential safety issues, specific questions the referring Probation Officer may have, collateral information, and the date the evaluation is due. Referrals that have a Court date and deadline associated, should take priority unless otherwise specified. If possible, we request the Court ordered evaluations be faxed or emailed to the referring Probation Officer seven (7) working days prior to the Court date.
2. Accessibility – Describe public transportation to your facility, handicap accessibility, and whether there is reception staff who speaks Spanish or another language:
3. Referral and Community Linkages – Indicate if and when you would make referrals to other appropriate services:
4. Reports- Referrals that have a Court date associated with them should take priority, unless otherwise specified. If for some reason beyond your control, you are unable to complete the evaluation on time, advance communication with the referring Probation Officer is essential. You may be asked to provide a draft or a verbal report to the Court.
5. Notifications- Contractor shall notify the referring Probation Officer or their supervisor for any of the following reasons, behaviors or activities involving the client:
  - Immediate danger to self or others
  - Threats, intimidation, or bribes
  - No show/reschedules
  - Acting out behavior/non-participation
  - Admission of new crimes against persons

#### **MONITORING AND EVALUATION:**

Contractor(s) shall provide the Court all access to the program, program records, and administrative records needed to assure the provision and quality of the services provided. Each evaluation is reviewed for timeliness, organization, content, required elements, methodology, diagnosis, clear and concise language, and professional recommendations. The Court may monitor the policy and procedures, processes, and confidential files at least once during the contract period. Contractor(s) are expected to remain in good professional standing, abiding by all requirements therein.

## APPENDIX I

### Compensation Schedule

The Court intends to compensate provider according to the following schedule:

<u>SERVICE</u>	<u>UNIT PRICE</u>
Evaluation + ONE testing instrument (IQ or Personality)	\$800.00
Evaluation + two testing instruments (IQ ± Personality)	\$1100.00
Psychosexual Evaluation	\$1300.00
Sexually Violent persons screening with consent	\$2,000.00
Sexually Violent person screening without consent	\$1,000.00
Sexually Violent person commitment Evaluation	\$4,500.00

Includes travel to ASH, record review, respondent interview, any testing that may be needed  
To satisfy statute 36-3704, and a written report in a court approved format.

Competency Evaluation – Rule 11 Evaluation	\$625.00
State of Mind at Time of offense/ GEI Evaluation	\$750.00
Restoration to Competency RTC Evaluation - See Scope of Work for rates	
Court appearances \$500.00 for up to 4 Hours/ \$1000.00 over 4 hours in court.	
Cancelled, Refused or missed appointments - less than 24-hour notice. \$175.00	

#### Payment

The Court agrees to pay the provider upon submission of invoice and the actual completed report in a form acceptable to the Court within 45 days of receipt. The Court will only pay for services rendered. In the event of a no-show, the provider should report the missed appointment to the Court's referrer within one working day to reschedule. Invoices must be submitted to the Program Coordinator with the original report upon completion or monthly by the 10<sup>th</sup> of each month. No invoices will be accepted after July 10, for the previous fiscal year.

## APPENDIX J

### SAMPLE AGREEMENT

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

#### W I T N E S S E T H

WHEREAS, COURT requires the services of a CONTRACTOR qualified to conduct pre- and post-sentence evaluations; and

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

WHEREAS, pursuant to RFP #XXXXXXX CONTRACTOR submitted the proposal most advantageous to COURT.

NOW, THEREFORE, the parties hereto agree as follows:

#### ARTICLE I - TERM

This Agreement shall commence on the       day of       , 2025, and shall terminate on the       day of       2028, unless sooner terminated or further extended pursuant to 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 RFP #18-XXXX, and in accordance with the standards and practices of service provider's profession. Treatment services to be provided:

\_\_\_\_\_ Psychological Evaluations       \_\_\_\_\_ Psychosexual Evaluations  
\_\_\_\_\_ Intellectual Assessments/ I.Q.       \_\_\_\_\_ Sexually Violent Persons Evaluation  
\_\_\_\_\_ Death Penalty Cases IQ Testing

#### ARTICLE III - PAYMENT

In consideration of the services specified in this Agreement, the COURT agrees to pay CONTRACTOR as provided for on the attached Rate Schedule. Total payment for this Agreement shall not exceed \$XXXXX.

#### 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

This Agreement may be terminated by either party without cause within thirty (30) days upon serving notice of intent to terminate. In the event of such termination, COURT's only obligation to CONTRACTOR shall be for payment of services actually rendered prior to termination.

This agreement may be terminated at any time without advance notice and without further obligation to the COURT when 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 up to four (4) 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.

### SCRUTINIZED BUSINESS OPERATIONS

Pursuant to A.R.S. §§ 35-397, Contractor hereby certifies that it does not have scrutinized business operations in Iran or Sudan. The submission of a false certification by contractor may result in action up to and including termination of this contract.

### 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, and 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 contract 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

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 contract 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 4.2, 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 RFP #03-09300 and on information provided in the CONTRACTOR=S proposal. These documents are hereby incorporated into and made a part of this Agreement as if set forth in full herein.

## ARTICLE XXIV - 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 XXV - 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 Pima County  
Contracts & Procurement Officer  
110 W. Congress, 9th FL.  
Tucson, AZ 85701  
(520) 724-4218

## ARTICLE XXVI - 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

CONTRACTOR

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

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date