GILA COUNTY SUPERIOR COURT
PROBATION DEPARTMENT

LIMITED SERVICES CONTRACT

This Contract entered into by and between Gila County, on behalf of its Adult Probation Department, hereinafter called "Customer," and **Southwest Behavioral Health Services**, hereinafter called "PROVIDER."

Whereas, the Party recognizes that the Provider or organization contracted with Customer shall have clinicians qualified to provide services under this Contract as a **Licensed Behavioral Health Agency defined as:** Services may be provided by a person with a Masters degree in Human Services and licensed to practice independently pursuant to A.R.S. §32-3275, A.R.S. § 32-3292, A.R.S. §32-3293, A.R.S. §32-3301, A.R.S. §32-3311, or exempted from licensure pursuant to A.R.S. §32-3271. Licensed associate level counselors do not require a written wavier but may not practice independently and must receive one hour of supervision by a qualified professional for every twenty hours of direct service delivery. Licensure is not required for those persons with a Masters degree in Human Services who are employed by a licensed behavioral health agency. A written waiver for degree requirements may be requested for persons with a Bachelors degree and experience prior to service delivery. **Other Agency (non-licensed):** Services may be provided by a person with a Masters degree in Human Services and licensed to practice independently pursuant to A.R.S. §32-3275, A.R.S. §32-3292, A.R.S. §32-3293, A.R.S. §32-3301, A.R.S. §32-3311, or exempted from licensure pursuant to A.R.S. §32-3271. Licensed associate level counselors do not require a written wavier but may not practice independently and must receive one hour of supervision by a qualified professional for every twenty hours of direct service delivery. A written waiver for licensure and degree requirements may be requested for persons with a Bachelors degree and experience prior to service delivery. **Service definition(s) are defined as: General Mental Health Counseling:** This service provides appropriate interventions to address the clients' cognitive, social or behavioral issues, including a wide range of personal, interpersonal, situational and functional problems. Services may be provided to an individual, a group of persons, a family or multi-family group and be delivered in the office or in the client's home with the exception of group services. Group counseling may not be used to deliver a curriculum based program. All group counseling services must be process oriented and open entry and exit. **Substance Abuse Counseling:** This service provides appropriate treatment interventions to address the substance abuse, dependence or addiction. Services may be provided to an individual or a group of persons, and be delivered in the office or in the client's home. Group counseling may not be used to deliver a curriculum based program. All group counseling services must be process oriented and open entry and exit. **Psychiatric Evaluations:** This service provides for diagnostic assessment and/or consultation to determine behavioral/mental health problems and may recommend intervention, treatment or review and adjustment of psychotropic medications. **Medication Monitoring:** May be provided by any of the following professionals: 1. A psychiatrist (M.D. or D.O.) meeting state licensure requirements in accordance with Arizona Revised Statues, Title 32, Chapter 13, Article 2, et seq., or Title 32 Chapter 17, Article 2, et seq. 2. A nurse practitioner meeting state licensure requirements in accordance with Arizona Revised Statues Title 32, Chapter 15, Article 2, et seq. 3. A physician's assistant meeting state licensure requirements in accordance with Arizona Revised Statues, Title 32, Chapter 25, Article 2, et seq., under the supervision of a physician who meets meeting state licensure requirements in accordance with Arizona Revised Statues, Title 32, Chapter 13, Article 2, et seq., or Title 32 Chapter 17, Article 2, et seq. Evaluation Services: One unit equals one hour; however, services must be billed in quarter hour increments. Medication Monitoring: Per visit.
Service Goal: Determine the behavioral/mental health status of the individual and facilitate appropriate treatment/psychiatric interventions within the individual's cultural context.

SECTION I: TERM OF CONTRACT:

1. This Limited Service Contract includes the standard terms and conditions, Addendum A and the compensation schedule and shall be limited to no more than $25,000 per year and is effective from July 1, 2013 and will terminate June 30, 2014.

2. Contract Extension: The Contract shall not bind nor purport to bind the Customer for any contractual commitment in excess of the original contract period. At the sole option of the Customer and by unilateral written contract amendment, this Contract may be extended, in whole or in part, for four (4) twelve month periods or portions thereof if the contract is in the best interest of the Customer and if the monies for extension period available. This Contract is not subject to automatic renewal.

SECTION II: DESCRIPTION OF SERVICES:

The services provided to the customer will be in compliance to the Standard terms and Conditions of this contract and Services noted in the Addendum A and Compensation Schedule.

SECTION III: MAINTENANCE OF QUALITY SERVICE DELIVERY:

1. **Generally:** The service provider shall provide services which comply at all times with the Contract and deliver them according to the Contract and deliver them according to the Contract within the bounds of applicable professional standards.

2. **Warranty:** The Provider warrants that the services it provides under the Contract shall at all times meet the requirements of the Contract, including the service specifications and provider standards.

3. **Right to Reject:** The Customer shall have the right to reject the Provider's use of any person, whether the person is provider personnel or a non-employee, to provide services under this contract where the Customer reasonably determines that the person's background or conduct is unsuitable to provide the assigned services.

SECTION IV: FACILITY CONDITION AND MAINTENANCE:

If the Provider provides services to clients at its facility, the Provider shall maintain the facility in good repair and keep in a clean condition to assure the safety and comfort of clients.

SECTION V: PRIVATE PRACTICE:

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

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

2. **Licenses.** The Provider shall, at its expense, obtain and maintain for the duration of the Contract all licenses, certifications, credentials, permits, certificates and other authority required by law for Provider and its employees to do business, render services, and perform work under this Contract.

SECTION VII: NOTICE REQUIREMENTS:

1. **Notice to the Customer.** The Provider shall provide in writing the notices to the Program Manager which this Contract requires and send them certified mail return receipt requested, to:

Gila County Probation Department
Program Manager

1100 East Monroe St., Suite 200
Globe, AZ 85501

2. **Notice to Probation Officer or Court.** At any time the Provider desires to send a client out of state as a part of the client's treatment program or for any other reason, the Provider shall send a written request to the Probation Officer in advance. A client may not be moved out of state without written permission from the Probation Officer or the Court as appropriate.

3. **Notice of Intent to Add, Move, or Close a Facility or Program.** The Provider shall provide written notice to the Customer no later than 60 days in advance of its intent to add, move, or close a facility or program at which it has been providing services to clients under this Contract.

4. **Notice of Change in Key Personnel.** The Provider shall provide immediate written notice of any changes of key staff of a program/service under this Contract.

5. **Notice of Intent to Modify a Program.** The Provider may propose to modify the components of an existing service/program under this Contract. The Provider shall provide a written request **prior** to modifying a service/program. Failure to obtain approval may result in the Customer's Program Manager taking actions that the officer deems appropriate under Paragraph 11 of these Standard Terms and Conditions.

SECTION VI: USE OF NON-EMPLOYEES:

1. **Responsibility for Performance.** The Provider shall be responsible for contract performance whether or not it uses non-employees to provide services under this Contract. The Provider shall ensure at all times that the services provided, and the persons providing them, meet all of the requirements of the Contract.

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

3. **Warranty.** The Provider warrants that the qualifications of, and the services provided by, non-employees meet all the requirements of the Contract.

4. **Noncompliance.** If the Provider fails to comply with the provisions of this Paragraph, the Customer may take whatever actions that the officer deems appropriate under Paragraph XXII of these Standard Terms and Conditions.

SECTION VIII: PAYMENT FOR SERVICES, ALLOWANCES AND OTHER APPROVED EXPENSES:

1. **Compensation Schedule.** Customer shall pay the Provider for the services specified in this Contract at the rate set forth in the Contract and which are authorized by the Probation Officer and Supervisor. The Customer shall reimburse the Provider for allowances and expenses:

   a. At rates that do not exceed those set forth in the Compensation Schedule; and

   b. Which are authorized in the referral, or administratively authorized by the Customer **minus** any co-pay, whether or not they have been collected.

   c. There will be no compensation paid for missed appointments for any contracted service.

d. Payments are also contingent upon receiving the progress report for the client with the invoice billing.

e. When a client is funded by Drug Treatment and Education Fund (DTEF), DTEF progress reports must be submitted for payment of services.

2. **Method of Payment.**

a. The funding source and the other party to this Contract is the AOC, not the Superior Court. However, the Provider shall submit all invoices under this Contract to the Customer for approval and payment.

b. **Form of Invoices.** The Provider will invoice Customer on a numbered invoice documenting client in first name and last name initial only. Any Co-pay determined by Customer will be noted and subtracted from the service cost whether the co-pay has been collected or not.

3. **Late Invoices:** Payment may be delayed for any invoice which the Provider submits later than ten (10) days following the end of the month in which services are rendered. Customer may return invoices received more than 30 days after the end of the month in which services are rendered with payment denied. The Provider may resubmit any denied invoice with a letter from the Provider's Authorized Representative explaining the reasons that the Provider failed to submit the invoice in a timely manner and identifying actions it has undertaken to correct the problem. Invoices which are repeatedly submitted more than 10 days after the end of the month are subject to a 25% reduction in payment from the Customer. The Provider's repeated failure to submit timely invoices may be grounds for terminating this Contract.

4. **End of the Fiscal Year.** Pursuant to A.R.S. §35-191-c, the Customer shall not be able to pay any invoice submitted later than 30 days after June 30 of each year, which seeks payment for services rendered or expenses incurred through June 30.

5. **Non-Availability of Funds.** Every payment obligation of the State under this Contract is conditioned upon the availability of funds appropriated or allocated for the payment of such obligation. If funds are not allocated and available for the continuance of this Contract, this Contract may be terminated by the State at the end of the period for which funds are available. No liability shall accrue to the State in the event this provision is exercised, and the State shall not be obligated or liable for any future payments or for any damages as a result of termination under this paragraph.

6. **Title XIX Screening and Enrollment.** If the Provider holds a contract with a RBHA or sub-contracts with a RBHA network provider, all clients served under this Contract must be screened for Title XIX eligibility. Once the client is found eligible for Title XIX services, the Provider shall guide and provide the client necessary information to enroll into the public behavioral health system (RBHA). All efforts the Provider has made on behalf of the client shall be documented in the client file. If it is determined that the client is actively enrolled in the public behavioral health system (RBHA), the Provider shall bill the RBHA for the services the RBHA has authorized to deliver.

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

SECTION IX: CHANGES AND CONTRACT AMENDMENTS; EXEMPTIONS:

1. **Change Orders.** The Customer's Customer may through a written change order make unilateral changes within the scope of the Service Specifications or other terms and conditions of the Contract. If the Provider

disagrees with any change made under this Subparagraph, it may seek relief under the Section XX of this Contract.

2. **Amendments**. All amendments to this Contract shall be in writing and signed by the Customer and the Provider's Authorized Representative. The Superior Court, including Probation Officers or Superior Court personnel, have no authority to amend the Contract, or to direct the Provider to perform additional or extra work not specified in this Contract. The Customer is under no obligation to pay the Provider for work under the Contract that is not authorized by the Customer.

3. **Exemption.** The Customer may exempt a requirement specified in these Standard Terms and Conditions, if either the type of programs and services that the Provider provides, or the size of the Provider make it reasonable to do so. Any exemption will be amended in the contract.

SECTION X: PROVIDER'S AUTHORIZED REPRESENTATIVE:

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

SECTION XI: RIGHT TO ENTER INTO OTHER CONTRACTS:

The Customer reserves the right to enter into other contracts for the types of services that the Provider is providing under this Contract.

SECTION XII: REMEDIES AND TERMINATION RIGHTS:

1. **Convenience.** The Customer may terminate this Contract in whole or in part without cause 30 days after mailing written notice of termination by certified mail, return receipt requested, to the Provider.

2. **Defective Performance.** The Customer may terminate this Contract in whole or in part for any performance that does not comply with any term of this Contract, or for any nonperformance. The Provider's repeated failure to adhere to any service, procedural, administrative, or legal requirement of this Contract shall be a basis for termination under this Subparagraph. The Customer, in the officer's sole discretion, may provide the Provider with a written notice of intent to terminate and an opportunity to correct its performance, or may terminate the Contract immediately. The Customer shall provide notice to the Provider by whatever means is reasonable under the circumstances. Customer shall be entitled to deduct from any compensation owed the Provider, or otherwise recover, amounts to which the Provider is not entitled, as well as any additional expenses Customer incurs, due to defective performance or nonperformance.

3. **Additional Remedies.** Customer is entitled under this Contract to all remedies available in law or equity. In the event that the Customer determines that the Provider or any non-employee has failed to comply with the Contract, the Customer may take any appropriate action including:

    a. Withholding of compensation due the Provider for services rendered;

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

    c. Recommending to the referring Court for suspension of referrals or removal of the clients in service;

d. Recovery, through offset or otherwise, of compensation already paid, or of Customer administrative costs;

e. Requiring the posting of a bond; or

f. Terminating the Contract.

4. **Failure to Use Qualified Personnel or Non-employees.** If the Provider provides services through personnel or non-employees who do not meet the minimum qualifications set forth in this Contract, the Provider shall not be entitled to compensation for those services. In addition to exercising other remedies provided under this Contract, the Customer shall recoup, through offset or any other means, any compensation already paid for the services of those personnel or non-employees.

5. **Voluntary Termination.** The Provider may request, in writing, a voluntary termination of the Contract. The Provider shall give a 60 day notice prior to the requested date of termination. The Customer shall have the sole discretion to determine if the voluntary termination is in the best interest of the Customer and shall provide written notice accepting termination. All provisions of paragraph 11 shall apply to voluntary terminations.

SECTION XIII: OBLIGATIONS ON COMPLETION, TERMINATION OR SUSPENSION:

1. **Transfer of Clients.** At the completion of the Contract, or if the Customer terminates or suspends this Contract, or if the Provider requests, in writing, termination of the Contract, the Provider shall cooperate with that officer in transferring or otherwise reassigning any client to whom the Provider is providing services. If the Provider is providing residential services, it shall continue to ensure the safety and welfare of the client for a reasonable period of time. The Customer shall promptly take all actions necessary to transfer or otherwise reassign any client to whom the Provider was providing services under this Contract and can do so before or upon completion, termination or suspension.

2. **Records.** Records relating to the Contract shall remain the property of the Provider, subject to the Contract's retention, confidentiality, and access requirements. The Provider shall, at the Customer's request, provide a copy of those records to Customer or to any new provider of the services within the time specified in the request. The Customer shall pay for the reasonable cost of copying and transferring those records.

3. **Compensation for Services.** Where the compensation under the Contract is fee for service, Customer shall pay the Provider for all authorized services performed to the date of completion, termination or suspension. Additionally, if it is necessary to remove and transfer clients from a facility that the Provider operates and the Customer fails to do so by the completion, termination or suspension date, the Customer shall reimburse the Provider for all costs reasonably incurred and documented in maintaining clients at the facility, from the date of completion, termination or suspension until the clients are removed.

4. **Subsequent Audit.** If the Contract is completed, or the Customer terminates or suspends it, or the Provider requests, in writing, termination of the Contract, Customer retains the right to inspect, monitor or audit the facilities and records of the Provider and non-employees, and to disallow compensation or recover compensation if warranted.

SECTION XIV: ASSIGNMENT:

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

SECTION XV: RETENTION OF RECORDS:

1. **Audit of Records:** Pursuant to A.R.S. §35-214, the Provider shall retain and shall contractually require each subcontractor to retain all data, books and other records ("records") relating to this Contract for a period of five years after completion of the Contract. All records shall be subject to inspection and audit by the State at reasonable times. Upon request, the Provider shall produce the original of any or all such records.

2. **Psychological Testing.** As part of the records retained under Subparagraph a., the Provider shall retain psychological testing raw data on all clients evaluated for transfer to the adult division of the Superior Court, and the data shall be readily retrievable by the psychologist at a Superior Court's request.

3. **Adequacy of Records.** If the Provider's records are insufficient to support and document that allowable services were provided to clients, the Provider shall reimburse the Customer for those services and other costs not adequately supported and documented.

SECTION XVI: CONTRACT ADMINISTRATION:

1. **General Rights**. Customer shall administer services includes Contract Administration and Contract compliance, including on-site monitoring. Customer or any other legally authorized agency of the State or Federal Government may, at any time during the hours of operation with or without notice to the Provider or to non-employees:

    i. Visit or inspect the facilities of the Provider, or of non-employees;

    ii. Observe the services provided;

    iii. Interview clients, personnel, volunteers, interns or non-employees in privacy; and

    iv. Inspect and copy records relating to the Contract, including personnel files.

    The failure of the Provider, its personnel, volunteers, interns or any non-employee to cooperate with the activities described in this Paragraph shall constitute grounds to terminate the Contract.

2. **Monitoring**. The Customer, using the activities authorized in this Paragraph, may monitor the services delivered and the facilities and records maintained by the Provider or any non-employee under this Contract.

3. **Program Evaluation.** The Customer may evaluate any services that the Provider provides and may assess the Provider's progress and success in achieving the goals and measurable objectives described in the Contract. The Customer shall make evaluation reports available to the Provider upon request.

SECTION XVII: FISCAL, MANAGEMENT, AND ADMINISTRATIVE REQUIREMENTS:

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

2. **Additional Fiscal Requirements.** If the Provider provides services under this Contract which are paid for in whole or in part with Federal Government funds, the Provider shall adhere to, and document, accounting policies and procedures, including those which address cost allocation and allowable expenses, which comply with all applicable federal laws, regulations, and Office of Management and Budget circulars.

SECTION XVIII: INDEMNIFICATION:

The Provider agrees to defend, indemnify, and save harmless the County, State and its departments, agencies, boards and commissions and all officers, agents, and employees, each severally and separately, against any and all liabilities, demands, claims, damages, losses, costs and expenses of whatsoever kind or nature arising out of, resulting from, or which would have not occurred or existed but for this Contract and the acts or omissions of the Provider or its officers, agents, personnel, volunteers, interns or non-employees. The Provider shall not be liable under this Paragraph for liabilities, demands, claims, damages, losses, costs or expenses arising or resulting from the acts or omissions of the state or its officers, agents, personnel, volunteers, interns or non-employees.

SECTION XIX: INSURANCE:

1. **Insurance Required.** Before commencing services under the Contract, the Provider shall furnish the Customer a certificate from the Provider's insurer. The insurer shall be authorized to transact business in Arizona and hold a Certificate of Authority issued from the Arizona Department of Insurance. The certificate shall demonstrate insurance coverage in the minimum amounts and under the terms stated in Subparagraphs b. and c. The Customer shall have the right to request and receive certified copies of any or all of the applicable policies or endorsements.

2. **Coverage.** The Provider shall maintain the coverage specified in this Subparagraph in full force and effect during the term of the Contract. The coverage specified in this Subparagraph shall not limit the liability or other obligations of the Provider. The Provider shall require all non-employees to maintain the same coverage specified in this Subparagraph, or shall provide such coverage for non-employees. The Customer reserves the right to waive or adjust insurance requirements in unique situations.

i.	COMMERCIAL GENERAL LIABILITY (Bodily injury, premises operation, property damage)	$1,000,000 each occurrence $2,000,000 aggregate
ii.	WORKER'S COMPENSATION AND EMPLOYER LIABILITY	$100,000 limit
iii.	COMPREHENSIVE AUTOMOBILE LIABILITY, if a vehicle is to be utilized to transport clients for any purpose in connection with the performance of this Contract	$1,000,000 in the aggregate
iv.	PROFESSIONAL LIABILITY INSURANCE (providing for coverage of professional misconduct or lack of ordinary skill in the performance of a professional act or service)	with limits of $1,000,000 for each claim

3. **Additional Insured.** The Certificate of Insurance shall specify, and all policies shall provide, that:

   i. The Gila County Superior Court/Gila County Probation Department and the State of Arizona are additional insureds;
   ii. The insurance afforded in the policies identified in the certificate is primary and any insurance or self-insurance program of the State shall be excess and non contributory insurance to that provided by the insured.

4. **Cancellation Notice.** The certificate of insurance shall indicate, and all policies shall provide, that the policies shall not expire, be canceled or materially change to affect the coverage available to Gila County

and the State of Arizona without 60 days prior written notice to the Customer.

5. **Noncompliance.** In the event that the insurer cancels any of the coverages specified in this Paragraph for any reason, the Provider shall obtain replacement coverage acceptable to the Customer within five (5) days. Failure to comply with this requirement shall be grounds for terminating the Contract.

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

SECTION XX: ARBITRATION:

The parties to this Contract agree to resolve all disputes arising out of or relating to this Contract through arbitration, after exhausting applicable administrative review, to the extent required by A.R.S. §12-1518 except as may be required by other applicable statutes.

SECTION XXI: CONFIDENTIALITY OF CLIENT INFORMATION:

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

2. **Prohibition.** The Provider, its personnel, volunteers, interns and non-employees shall not divulge information about any client to anyone without the release specified in this Subparagraph except to other than the Customer, the referring Superior Court, or anyone authorized by the Customer to receive it. Any disclosure of client information without a signed release of information by the client or the client's guardian, or designated representative to persons other than those specified in this Subparagraph in violation of this Contract or applicable law shall constitute grounds to terminate this Contract.

3. **Release and Authorization.** Except for the persons identified in Subparagraph a., the Provider shall refer persons requesting client information relating to this Contract to the Customer. The Provider shall maintain release and authorization forms to track the dissemination of information in each client's records except for the release and authorization of information to Customer, or the referring Superior Court. Release and authorization of information forms shall indicate the person or agency to receive the information, the specific information to be released, and the expiration date of the release, and shall be signed by the client or designated representative. Release and authorization forms shall meet all Federal and State requirements including, but not limited to, 45 CFR 164.508 and shall indicate the person or agency to receive the information, the specific information to be released, and the expiration of the release. The release and authorization shall be signed by the client and client's parent, guardian, or designated representative. The Provider shall file, document and retain any signed authorization as required by 45 CFR 164.530(j). Unless the entity is otherwise exempt, disclosures must be accounted for under CFR 164.528. The Provider shall file the forms in the client's record.

3. **Procedures and Controls.** The Provider shall have written policies and procedures, and maintain controls, acceptable to the Customer which comply with this Paragraph, Paragraph 14 of these Standard Terms and Conditions, rules, policies and any applicable statutes. At a minimum, they shall address the compilation, locked storage, dissemination, retention and disposal of client records and information. Except as authorized by the Contract, the policies, procedures, and controls shall assure that no information contained in the Provider's records or obtained from designated authorities or others is used or disclosed by the Provider's agents, officers, or personnel; its volunteers or interns; or by non-employees.

5. **Research Data.** Notwithstanding any other provision of this Paragraph, the Provider shall not provide to anyone other than the Customer any information, including information about clients in whatever form, for research purposes without the prior written approval of the Customer. The Provider shall refer any requests for such information to the Customer and such requests shall be in writing. Approval shall be within the discretion of the Customer.

6. **Subpoenas.** If the Provider receives a subpoena requesting records relating to this Contract, the Provider, before complying with the subpoena, shall immediately notify the Customer, and supply that Officer with a copy of the subpoena.

SECTION XXII: NON-DISCRIMINATION IN SERVICE DELIVERY:

The Provider shall not deny services to or otherwise discriminate in the delivery of services against any client on the basis of race, color, religion, gender, national origin, age, disability, or sexual orientation. For purposes of this Paragraph, gender discrimination includes sexual harassment.

SECTION XXIII: NON-DISCRIMINATION IN EMPLOYMENT:

The Provider shall comply with Executive Order 99-4, which mandates that all persons, regardless of race, color, religion, sex, age, national origin or political affiliation, shall have equal access to employment opportunities, and all other applicable State and Federal employment laws, rules, and regulations, including the Americans with Disabilities Act. The Provider shall take affirmative action to ensure that applicants for employment and employees are not discriminated against due to race, creed, color, religion, sex, national origin or disability.

SECTION XXIV: CANCELLATION DUE TO CONFLICT OF INTEREST:

Pursuant to A.R.S. §38-511, the state, its political subdivisions or any department or agency 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 of the contract with respect to the subject matter of the contract. A cancellation made pursuant to this provision shall be effective when the Provider receives written notice of the cancellation unless the notice specifies a later time.

SECTION XXV: COMPLIANCE WITH FEDERAL IMMIGRATION LAWS:

By signing this contract the Provider warrants that they are in compliance with the Federal Immigration and Nationality Act (FINA) and all other Federal laws and regulations related to the immigration status of its employees. The Provider shall obtain statements from all proposed subcontractors certifying compliance with this requirement and shall furnish the statements to the Customer upon request. These warranties shall remain in effect through the term of the Contract. The Provider and its subcontractors shall also maintain Employment Eligibility Verification forms (I-9) as required by the U.S. Department of Labor's Immigration and Control Act, for all employees performing work under the Contract. The Provider shall endeavor to ensure compliance with federal law and regulations related to the immigration status of their employees.

The Department may request verification of compliance for any Provider on any subcontractor performing work under the Contract. Should the Department suspect or find any Provider not in compliance, the Department may pursue any and all remedies allowed by law according to the Governor's Executive Order 2005-30 and Federal Immigration and Nationality Act, Sections 274A & 274B.

SECTION XXVI: EFFECT OF CONTRADICTORY PROVISIONS:

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

SECTION XXVII: GENERAL PROVISIONS:

1. **Applicable Law.** This Contract shall be governed and interpreted by the laws of the State of Arizona, including the Arizona Procurement Code (A.R.S. §41-2501, *et seq.*)

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

3. **Insurance.** The Provider shall comply with all laws regarding unemployment insurance, disability insurance, and workers' compensation.

4. **Independent Provider Status.** The Provider is an independent provider in the performance of work and the provision of services under this Contract, and is not to be considered an officer, employee, or agent of the State, or of Gila County.

5. **Non-waiver.** The Customer's acceptance of performance which does not strictly comply with a requirement of this Contract shall not constitute a waiver of the right to enforce strict compliance of the requirement in the future.

6. **Certification against Contingent Fees.** The Provider certifies that no individual or agent has been employed or retained to solicit or secure this Contract for a commission, percentage, brokerage or contingent fee, except a bona fide employee maintained by Provider to secure business.

7. **Third Party Antitrust Violations:** The Provider assigns to the State any claims for overcharges resulting from antitrust violations to the extent that such violations concern materials or services supplied by third parties to the Provider toward fulfillment of this Contract.

SECTION XXVIII: TERMINATION AND BREACH:

Either party to the resulting agreement may terminate the agreement with or without cause, by giving the other party a ten (10) day written notice.

1. The lapse of requested insurance, licenses, certification,

2. A material breach of law by the Provider, which in the Superior Court opinion, is materially detrimental to the Superior Court.

SECTION XXIX: DUTIES OF PROVIDER:

1. Failure of the Provider to perform any services required in the Contract for thirty (30) days after such service is due, unless justified by causes outside the control of the Provider shall constitute a breach of the Contract.

2. In the event of a termination or breach by Provider, the Provider shall be reimbursed only for the value of services actually performed and expenses incurred under the contract prior to the effective day of the termination notice or of notice that the Court regards the Contract as breached.

3. The Provider will forward operational policies and procedures on client assessment, service planning, clinical documentation, confidentiality, and records storage and disposal.

4. The Provider will have the Customer sign an Authorization for Release of Information which provides for communication between the Court, the Customer, and the Provider. This will conform to the necessary HIPPA requirements.

5. The Provider shall receive a client referral packet on the Customer from the Court. The referral packet will consist of a referral requesting specific services signed by the Customer and the Court, a pre-sentence report, a drug screening ASUS, a court order, any previous therapeutic reports if available, and any other pertinent information.

6. If the client is uncooperative or inaccessible within five (5) work days of the referral receipt, the Provider will contact the assigned Probation Officer to formally relay this information.

7. The Provider will complete the DTEF Monthly Provider Report and send it to the Department, by the fifth working day of the month, for services received the previous month.

SECTION XXX: ENTIRE AGREEMENT:

This document including the addendum A and Compensation Schedule constitutes the entire Agreement of the parties and shall not be modified, amended, altered or changed except through a written amendment and signed by the parties authorized representatives.

IN WITNESS, THEREOF, the parties have affixed their signature to this CONTRACT/AGREEMENT on the designated dates:

Jeff Jorde, CEO — Date 7/19/13
Southwest Behavioral Health Services

Peter J. Cahill — Date
Presiding Judge
Gila County Superior Court

For Gila County Attorney, Approval as to Form — Date 7-15-2013

Don E. McDaniel, Jr., County Manager — Date 8/1/13

ADDENDUM A

Gila County Probation Department refers probationers on a 90 day referral system. Unless otherwise documented; individual and family counseling services are limited to 10 hours and group counseling is limited to 16 hours. Services will be completed within the 90 day period. Domestic Violent Groups and DUI groups must be state licensed in order for the department to refer probation clients. Substance Abuse group referrals are program time allotted.

Southwest Behavioral Health Services and Gila County Probation Department have agreed to the Provider's response to the Request for Proposal. This response indicated the following services to be provided and exclusions.

General Synopsis of RFP: The provider adheres to a strengths based, client directed treatment philosophy of care. Services are usually provided on a weekly basis during the beginning of treatment and taper to a bi-weekly basis as treatment progresses. Outpatient Mental Health and substance abuse programs are designated for individuals 18 years or older, who are experiencing emotional and behavioral problems due to mental health concerns and/or substance abuse. Most general mental health services are provided in an office based setting and on an individual basis. Programs goals are to strengthen the individual's couple's and/or families ability to cope and capacity to function effectively at home, work, and in the community.

General Mental Health: This service provides appropriate interventions to address the clients' cognitive, social or behavioral issues, including a wide range of personal, interpersonal, situational and functional problems. Services may be provided to an individual, a group of persons, a family or multi-family group and be delivered in the office or in the client=s home with the exception of group services.

Some group work in general mental health are Co-Dependency Group, Wellness Recovery Action Plan Group, Healing with Art and Poetry Group; Mental Health Recovery Planning Group, Anger Management Group, Domestic Violence Group and Post-Traumatic Stress Disorder Group

Substance Abuse Counseling: This service provides appropriate treatment interventions to address the substance abuse, dependence or addiction. Services may be provided to an individual or a group of persons, and be delivered in the office or in the client=s home. Substance abuse groups: Substance Abuse Management and New Choices Groups.

Psychiatric Evaluations/Medication Monitoring: As noted in the service spectrum.

Special Terms and Conditions:

Group counseling may not be used to deliver a curriculum based program. All group counseling services must be process oriented and open entry and exit.

All probation referred clients will have an ADHS Core assessment completed initially.

COMPENSATION SCHEDULE

Office Based Counseling

Service Code/Modifier	POS	POS Desc		Rates
90792	11	Office	Psychiatric Evaluation	$253.50
99212 99213 99214 99215	11	Office	Medication Monitoring	$72.00
TBD	11	Office	Psychiatric paper review	$36.00
H0004	11	Office	Individual Counseling	$74.00
H0004	12	Home	Home based Individual Counseling	$102.00
H0004HQ	11	Office	Group Counseling	$28.00
H0004HR	11	Office	Family Counseling	$74.00
H0004HR	12	Home	Home based Family Counseling	$102.00
H0031	11	Office	ADHS core assessment	$100.00

7/10/13

Jeff Jorde, CEO — Date
Southwest Behavioral Health Services

Peter J. Cahill — Date
Presiding Judge
Gila County Superior Court

For 7/15/13

Gila County Attorney, Approval as to Form — Date

8/6/13

Don E. McDaniel, Jr., County Manager — Date