

**REQUEST FOR QUALIFICATIONS  
FOR  
COURT ORDERED EVALUATION SERVICES**

**RFQ BH200802**

**JANUARY 1, 2008**

**PINAL COUNTY DEPARTMENT OF HEALTH AND HUMAN SERVICES  
CONTRACTS/GRANTS COORDINATOR  
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## **SECTION I: INFORMATION**

### **GENERAL INSTRUCTIONS**

This Request for Qualifications (RFQ) package contains necessary instructions related to applying for a contract with Pinal County's Department of Health and Human Services. Interested parties are encouraged to review the RFQ package in detail prior to contacting the Department of Health and Human Services.

Written questions concerning this RFQ package should be addressed to:

Jacque Reynolds, Contracts/Grants Coordinator  
Pinal County Department of Health and Human Services  
500 S. Central Ave.  
P. O. Box 868  
[Jacque.Reynolds@co.pinal.az.us](mailto:Jacque.Reynolds@co.pinal.az.us)  
Florence, Arizona 85232

## **SECTION I: INFORMATION**

### **PUBLIC NOTICE REQUEST FOR QUALIFICATIONS**

The Pinal County Department of Health and Human Services hereby solicits qualified professionals for **Court Ordered Evaluation Services**. The preceding services are open from **January 1, 2008** through **December 31, 2008**.

Jacque Reynolds, Contracts/Grants Coordinator  
Pinal County Department of Health and Human Services  
500 S. Central Ave.  
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This announcement does not commit Pinal County to award a contract or to pay any costs incurred in the preparation of applications. Pinal County reserves the right to accept or reject, in whole or in part, all applications submitted and/or to cancel this announcement. The contract awarded shall be based upon the applications most advantageous to the Pinal County Department of Health and Human Services, price and other factors considered. The contract is subject to the availability of funds and is subject to cancellation pursuant to ARS 38-511. The contract is scheduled to be awarded for a time period to be arranged during calendar year 2008, with options for four one year extensions.

## **SECTION II: CONTRACTING STANDARDS**

### **INSTRUCTIONS**

This Section identifies the Pinal County Department of Health and Human Services' Standard Form Contract Requirements that are included in any contract issued to a successful Contractor as a result of this RFQ. These provisions are applicable to the Contract and are non-negotiable requirements. Attention should be given to Unit II, the Work Statement, which identifies services to be provided by the interested party.

## **SECTION II: CONTRACTING STANDARDS**

### **GENERAL PROVISIONS**

#### **A. EFFECT**

The Contractor understands and agrees that this Contract is subject to all the State and Federal laws, rules and regulations that pertain hereto. To the extent the General Provisions and Work Statement(s) are in conflict, the Work Statement(s) shall prevail. To the extent that the Work Statement(s) and the Compensation Provisions are in conflict the Compensation Provisions shall prevail.

#### **B. DEFINITIONS**

1. **Arizona Revised Statutes (ARS)** – the Laws of the State of Arizona.
2. **Assistant County Manager** - the individual who oversees the Pinal County Department of Health and Human Services.
3. **Board of Supervisors** - the three elected officials, each with the title of District Supervisor, within the Pinal County Government, that together act as the governing board for the County and oversee County contracts, expenditures, policy and procedures, zoning, planning and development, etc.
4. **Change Order** - a written change to the contract that is agreed upon by Pinal County's authorized contracting officer and the Contractor. It may change certain non-substantive terms not contemplated when the contract was first signed.
5. **Contract** - a binding agreement that encompasses this document and all attachments hereto.
6. **Contractor** - the person, firm or organization contracted with the Department to provide the services and/or items as outlined in the work statement section of the contract.
7. **Department** – the Pinal County Department of Health and Human Services.
8. **Division** - an organization within the Department.
10. **Funding Source** – the finances received from Federal, State, County or private agencies. Any changes by these agencies, which may impose conditions on the finances, will be passed on to the Contractor.
11. **HIPAA** – the Health Insurance Portability and Accountability act of 1996, a legislation to amend the Internal Revenue code of 1986 to improve portability and continuity of health insurance coverage in the group and individual markets to combat waste, fraud, and abuse in health insurance and health care delivery, to promote use of medical savings accounts to improve access to long-term care of health insurance, and for other purposes.

## **SECTION II: CONTRACTING STANDARDS**

12. **Subcontractor** - a person, agency or organization that a Contractor has contracted with or delegated some of its functions or responsibilities to provide covered services to its clients.

### **C. GENERAL REQUIREMENTS**

1. The of this Contract shall be construed in accordance with Arizona law; any action thereon shall be brought in the Superior Court of the State of Arizona in and for the County of Pinal, Florence, Arizona.
2. The Contractor is an independent Contractor in the performance of work and the provision of services under this Contract and is not to be considered an officer, employee, or agent of Pinal County.
3. This agreement does not create an employee/employer relationship between the parties. It is the parties' intention that the Contractor will be an independent contractor and not Pinal County's employee for all purposes, including, but not limited to, the application of the Fair Labor Standards Act minimum wage and overtime payments, Federal Insurance Contribution Act, the Social Security Act, the Federal Unemployment Tax Act, the provisions of the Internal Revenue Code, the provisions of the Arizona Department of Revenue, the provisions of the Arizona Board of Tax Appeals, the provisions of the Arizona Income Tax Act of 1978, the provisions of the Industrial Commission of Arizona including the Arizona Employers' Liability Law, Workmen's Compensation, and Unemployment Compensation Fund provisions. The Contractor will retain sole and absolute discretion in the judgment of the manner and means of carrying out the Contractor's activities and responsibilities hereunder. The Contractor agrees that it is a separate and independent enterprise from the public employer, that it has a full opportunity to find other business, that it has made its own investment in its business, and that it will utilize a high level of skill necessary to perform the work.
4. This agreement shall not be construed as creating any joint employment relationship between the Contractor and Pinal County, and Pinal County will not be liable for any obligation incurred by the Contractor, including but not limited to unpaid minimum wages and/or overtime premiums.

### **D. AMENDMENTS**

All amendments to this contract must be in writing and signed by both parties.

### **E. ASSIGNMENT/SUBCONTRACTING**

All rights, liability, obligations or duties under this Contract cannot be assigned, delegated or subcontracted either partially or in their entirety, without the prior written approval of the Department. If Contractor carries out any of the provisions under this Contract through a subcontract with a value or cost of \$10,000 or more over a 12-month period with a related organization, such subcontract shall contain requirements identical to those set forth in this Contract.

## **SECTION II: CONTRACTING STANDARDS**

### **F. RETENTION OF RECORDS**

Pursuant to State Law, Contractor and any subcontractor shall keep and maintain accurate books of record and account, in accordance with sound accounting principles, of all expenditures made and all costs, liabilities and obligations incurred under this Contract, and all papers, files, accounts, reports, cost proposals with backup data and all other material relating to work under this Contract. The Contractor shall make all such materials available at any reasonable time during the term of this contract and for the length of time established by law or five years from the date of final payment (whichever is longer) for audit, inspection and copying upon the Department's request.

### **G. ADEQUACY OF RECORDS**

If the Contractor's books, records and other documents relevant to this Contract are not sufficient to support and document that allowable services were provided to eligible clients the Contractor shall reimburse the Department for the services not adequately supported and documented.

### **H. AUDIT DISALLOWANCES**

1. The Contractor shall, upon written notice thereof, reimburse the Department for any payments made under this Contract, which are disallowed by a Federal, State or Pinal County audit in the amount of the disallowance, as well as attorney fees, which Pinal County spends to pursue legal action relating to such a disallowance. Court costs and attorney fees incurred will be specifically identified as applicable to the recovery of the disallowed costs in question.
2. If at any time it is determined by the Department that a cost for which payment has been made is a disallowed cost, the Department shall notify the Contractor in writing of the disallowance and the required course of action, which shall be at the option of the Department either to adjust any future claim submitted by the Contractor by the amount of the disallowance or to require repayment of the disallowed amount by the Contractor forthwith issuing a check payable to Pinal County.

### **I. CONTRACT COMPLIANCE MONITORING**

The Department shall monitor the Contractor's compliance with, and performance under, the terms and conditions of this Contract. The Department and/or its grantor agencies may schedule on-site visits for Contract compliance monitoring at any time during the contractor's normal business hours. The Contractor shall make available for inspection and/or copying by the Department's monitors, all records and accounts relating to the work performed or the services provided under this Contract.

## **SECTION II: CONTRACTING STANDARDS**

### **J. AVAILABILITY OF FUNDS**

1. The provisions of this Contract relating to payment for services are subject to ARS §41-2546.
2. If any action is taken by any State Agency, Federal Department or any other agency instrumentality to suspend, decrease, or terminate its fiscal obligations under, or in connection with, this Contract, the Department may amend, suspend decrease or terminate its obligations under, or in connection with, this Contract. In the event of terminating, the Department shall be liable for payment only for services rendered prior to the effective date of the termination, provided that such services performed are in accordance with the provisions of this Contract. The Department shall give written notice of the effective date of any suspension, amendment, or termination under this section, at least 30 days in advance.

### **K. DEFAULT**

The Department may suspend, modify, or terminate this Contract immediately upon written notice to Contractor in the event of a non-performance of stated objectives or other material breach of contractual obligations; or upon any event that would jeopardize the ability of the Contractor to perform any of its contractual obligations.

### **L. TERMINATION**

1. Notice is given that pursuant to ARS §38-511 the Department may cancel this contract without penalty or further obligation within three years after execution of the contract, if any person significantly involved in initiating, negotiating, securing, drafting or creating the contract on behalf of the Department is at any time while the contract or any extension of the contract is in effect, an employee or agent of any other party to the contract in any capacity or consultant to any other party of the contract with respect to the subject matter of the contract. Additionally, pursuant to ARS §38-511 the Department may recoup any fee or commission paid or due to any person significantly involved in initiating, securing, drafting or creating the contract on behalf of the Department.
2. Either party may terminate this Contract at any time, with 60 days notice in writing to the other party unless terminated according to ARS 41-2546. Such notice shall be given by personal delivery or by registered or certified mail.
3. This Contract may be terminated by mutual written agreement of the parties specifying the termination date therein.
4. The Department has the right to terminate this Contract upon 24 hours notice when the Department deems the health or welfare of a Department funded client is endangered or Contractor non-compliance jeopardizes funding source financial participation. If not terminated by one of the above methods, this Contract will expire as of the date stated on the cover page.

## **SECTION II: CONTRACTING STANDARDS**

5. This Contract shall automatically terminate in the event the Contractor's license is revoked or suspended.

### **M. SEVERABILITY**

Any term or provision of this Contract found to be prohibited by law or unenforceable shall be ineffective to the extent of such prohibition or unenforceability without invalidating the remainder of this Contract. In lieu of such unenforceable provision there shall be added as a part of the Contract a provision that is legal, valid, and enforceable and is as similar in terms to such unenforceable provision as may be reasonably possible.

### **N. WAIVER**

Waiver of any of the terms of this Contract shall not be valid unless it is in writing and signed by all parties. The failure of the Department to enforce the provisions of this Contract or require performance by Contractor of any of the provisions shall not be construed as a waiver of such provisions or affect the right of the Department to thereafter enforce the provisions of this Contract. Waiver of any breach of this contract shall not be held to be a waiver of any other or subsequent breach of the Contract.

### **O. NON-LIABILITY**

Pinal County and its officers and employees shall not be liable for any act or omission by the contractor or Subcontractor or any employee, officer, agent, or representative of Contractor or Subcontractor occurring in the performance of this Contract, nor shall these entities be liable for purchases or Contracts made by the Contractor in anticipation of funding hereunder.

### **P. INDEMNITY**

Contractor shall indemnify, defend, save and hold harmless the County of Pinal, its departments, agencies, boards, commissions, and its officers, officials, agents, and employees (hereinafter referred to as "Indemnitee") from and against any and all claims, actions, liabilities, damages, losses, or expenses (including court costs, attorneys' fees, and costs of claim processing, investigation and litigation) (hereinafter referred to as "Claims") for body 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 Worker's 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 an against any and all claims. It is agreed that the 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

## **SECTION II: CONTRACTING STANDARDS**

subrogation against the County of Pinal, its officers, officials, agents and employees for losses arising from the work performed by the Contractor for the County of Pinal.

### **Q. ASSIST WITH DEFENSE ON LITIGATION**

The Contractor must cooperate in the defense of any action filed on behalf of Pinal County related simply to the contract. Cooperation may include, but not be limited to, participating in depositions, interpreting medial records, meeting with County Attorney staff, or other representatives of the Department.

### **R. INSURANCE**

The Contractor shall have in effect at all times, during the term of this Contract, insurance which is adequate to protect Pinal County, its officers and employees, participants and equipment funded under the Contract. The Contractor shall provide the Department with current documentation of insurance coverage by furnishing a Certificate of Insurance or a certified copy of the insurance policy naming Pinal County as an additional insured and shall inform the Department of a cancellation or decrease in coverage of any insurance required under this contract at least 30 days before such action takes place. Insurance policies may be written on an "occurrence" or a "claims made" basis. In the event an insurance policy is written as "claims made" coverage shall extend for two years past completion and acceptance of the Contractor's work.

### **S. COVENANT AGAINST CONTINGENT FEES**

The Contractor warrants that no person or selling agency has been employed or retained to solicit or secure this Contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee. For breach or violation of this warranty, the Department shall have the right to annul this Contract without liability.

### **T. RIGHTS IN DATA**

The parties hereto shall have the use of data and reports resulting from this Contract without restrictions except as may be established by law or applicable regulation. Each party shall supply to the other party, upon request, any available information that is relevant to this Contract and to the performance hereunder.

### **U. UNIVERSALITY**

This Contract is awarded on behalf of the Pinal County Department of Health and Human Services in its entirety. Any Department or Division, within Pinal County, that has need of the services identified herein may utilize this contract.

### **V. CHANGES**

1. The Department may, at any time, by written order, make changes within the general scope of this Contract. These changes will be issued in the form of a Change Order, and require signature and agreement by the Contractor and the Department. Changes may occur in any one or more of the following areas:

## **SECTION II: CONTRACTING STANDARDS**

- a. Work Statement activities reflecting changes in Funding Source or Department regulations, policies or requirements.
  - b. Administrative requirements such as changes in reporting periods, frequency of reports, or report formats required by Funding Source or Department regulations, policies or requirements.
2. Such order will not serve to increase or decrease the total compensation to be paid the Contractor. Additionally, such order will not direct substantive changes in services to be rendered by the Contractor.

### **W. NON-COLLUSION**

The Contractor expressly warrants that neither the Contractor or its associates has directly or indirectly entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of trade in conjunction with obtaining or acting under this contractor.

### **X. COOPERATION WITH OTHER CONTRACTORS AND SUBCONTRACTORS**

The Contractor agrees that it shall fully cooperate with other Department contractors and carefully plan and perform its own work to accommodate the work of other Department contractors. The Contractor shall not commit or permit any act that will interfere with the performance of work by any other Contractor with the exception of those necessary to protect clients from circumstances, which present a clear and present danger to them. The Contractor's employees shall wear appropriate identification whenever they provide service to a facility or service site.

### **Y. RIGHT TO EXTEND CONTRACT**

1. Subject to the availability of funds and acceptable contractor performance, the Contractor hereby acknowledges and agrees the Department shall have the unilateral right to extend this Contract for additional periods. If renegotiations fail then termination will occur (refer to L. Termination).
2. In the event that the Contract is not renewed in writing by the termination date of this Contract, and the Contractor continues to do business with Pinal County as specified on the Contract, all terms and conditions of the Contract will be extended, on a month to month basis, until such time as the Contractor and Pinal County sign a new Contract or a notice of termination is served by either party. The Contractor shall continue to receive reimbursement based on the previous rates until negotiation of new rates has been completed.

## **SECTION II: CONTRACTING STANDARDS**

### **Z. USE OF CONTRACTOR'S NAME**

The Department may utilize Contractor's name as one of its providers in its education or marketing literature. Use of the Contractor's name for any other purpose requires Contractor's prior approval.

### **AA. NO GUARANTEED VOLUME/NON-EXCLUSIVITY**

The Contractor understands the Department reserves the right to have service provided by other than the Contractor. Additionally, the contractor hereby acknowledges that the Department makes no representations nor guarantees the Contractor any maximum or minimum number of units of service to be provided.

### **BB. PROHIBITION AGAINST LOBBYING**

1. The Contractor recognizes that pursuant to P. L. 101-121 (31 U.S.C.' 1352) recipients of federal contracts, grants, loans, or cooperative agreements are prohibited from using appropriated funds to pay anyone to influence or attempt to influence Congress, or an executive agency, in connection with any federal grant, contract or loan.
2. The Contractor further agrees that it will not use, directly or indirectly, any of the monies received pursuant to the terms of this agreement for purposes of lobbying, influencing, or attempting to influence, any governmental entity, public official or member of any state, county, or local governmental entity, with regard to any grant, contract or loan.

### **CC. HANDICAPPED ASSURANCE**

The Contractor must ensure that no qualified handicapped person is denied benefits, excluded from participation in a program, or unable to receive authorized services because the Contractor's facilities are inaccessible to or unusable by handicapped persons.

### **DD. ASSURANCE OF EQUAL TREATMENT**

1. The Contractor shall assure that clients are provided contracted services without regard to payer source, race, color, creed, sex, religion, age, national origin, ancestry, marital status, sexual orientation, or physical or mental handicap, except where medically indicated. Examples of prohibited practices include, but are not limited to, the following:
  - a. Denying or not providing a client any service or access to an available facility.
  - b. Providing to a client service that is different, or is provided in a different manner or at a different time from that provided to other public or private clients or the public at large except where medically necessary.

## **SECTION II: CONTRACTING STANDARDS**

- c. Subjecting a client to segregation or separate treatment in any manner related to the receipt of any contracted service: Restricting a client in any way in his or her enjoyment of any advantage or privilege enjoyed by others receiving any covered service.
  - d. The assignment of times or places for the provision of services on the basis of the race, color, creed, religion, age, sex, national origin, ancestry, marital status, sexual orientation, income status, AHCCCS membership, or physical or mental handicap of the participants to be served.
2. If the Contractor were to knowingly execute a subcontract with a provider with the intent of allowing or permitting the subcontractor to implement barriers to care (i.e. the terms of the subcontract act to discourage the full utilization of services by some clients), the Contractor would be in default of its contract.
  3. If the Contractor identifies a problem involving discrimination by one of its providers, it shall promptly intervene and implement a corrective action plan. Failure to take prompt corrective measures may place the Contractor in default of its contract.

### **EE. SUSPENSION OR DEBARMENT**

1. The Contractor shall not employ, consult, subcontract or enter into any agreement for Title XIX services with any person or entity who is debarred, suspended or otherwise excluded from federal procurement activity. This prohibition extends to any entity that employs, consults, subcontracts with or otherwise reimburses for services any person substantially involved in the management of another entity that is debarred, suspended or otherwise excluded from federal procurement activity.
2. The Contractor shall not retain as a director, officer, partner or owner of 5 percent or more of the Contractor entity, any person, or affiliate of such a person who is debarred, suspended or otherwise excluded from federal procurement activity. The Department, may, by written notice to the Contractor, immediately terminate this contract if it determines that the Contractor has been debarred, suspended or otherwise lawfully prohibited from participating in any public procurement activity.

### **FF. HIPAA**

The Contractor warrants to Pinal County that it is familiar with the requirements of the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and its accompanying regulations, and will comply with all applicable HIPAA requirements in the course of this contract. Contractor warrants that it will cooperate with Pinal County in the course of performance of the contract so that both parties will be in compliance with HIPAA, including cooperation and coordination with Pinal County privacy officials and other compliance officers required by HIPAA, and its regulations. Contractor will sign any documents that are reasonable necessary to keep Pinal County and Contractor in compliance with HIPAA, including but not limited to business associate agreements.

## **SECTION II: CONTRACTING STANDARDS**

### **GG. SERVICES DURING COMMUNICATION OUTAGE**

The Contractor shall render immediately medically necessary or ongoing services to Department members without prior authorization in the event that routine communication via phone or fax has been severed due to unanticipated or emergency conditions. The Contractor shall request authorization from the Department as soon as communication has been restored and shall in turn receive appropriate authorization. The Department ensures that all services rendered in good faith, under the conditions set forth, will be fully compensated at the contracted rate.

### **HH. IMMIGRATION STATUS**

The Contractor shall ensure compliance with federal law and regulations related to the immigration status of their employees. In particular, the contractor: 1) shall warrant that it is in compliance with federal immigration laws and regulations; and 2) shall ensure that all subcontractors execute similar warranties. Further, the breach of any such warranty shall be deemed a material breach of the applicable contract, subject to monetary penalties or other penalties up to and including termination of the contract. The Department shall retain the legal right to inspect the papers of any employee who works on the contract or a subcontract there under to ensure that the employer is in compliance with its warranties.

### **II. OUT OF COUNTRY SERVICE**

The Contractor agrees that all services provided under this agreement shall be performed within the borders of the United States. All storage and processing of information shall be performed within the borders of the United States.

## **SECTION II: CONTRACTING STANDARDS**

### **WORK STATEMENT**

#### **A. SERVICE DEFINITION**

This service provides involuntary, court-ordered evaluation (COE) in accordance with ARS Title 36, Chapter 5, to adults and/or minors who have a behavioral health disorder and are alleged to be a danger to self or others, persistently or acutely or gravely disabled and are in need of court-ordered treatment.

#### **B. UNITS OF SERVICES**

One unit of inpatient service equals one 24 hour day.

One unit of service equals one round trip between the Pinal County Correctional facility and the Contractor's facility.

#### **C. LIMITATION OF COVERAGE**

Pinal County is responsible for, and limits its coverage to, the provision of involuntary, court-ordered mental health evaluations.

#### **D. DEFINITIONS**

1. **County Attorney** is an attorney with the Pinal County Attorney's Office or a private attorney duly appointed and authorized to represent Pinal County
2. **Danger to Others** is the judgment of a person who has a mental disorder that is so impaired they are unable to understand the need for treatment and as a result the continued behavior can reasonably be expected, on the basis of competent medical opinion, to result in serious physical harm.
3. **Danger to Self** is behavior that, as a result of a mental disorder, constitutes a danger of inflicting serious physical harm upon oneself, including attempted suicide or the serious threat thereof or behavior that, as a result of a mental disorder, will, without hospitalization, result in serious physical harm or serious illness to the person.
4. **Gravely Disabled** is a condition evidenced by behavior in which a person, as a result of a mental disorder, is likely to come to serious physical harm or serious illness because he is unable to provide for his basic physical needs.
5. **Persistently Or Acutely Disabled** is a severe mental disorder that meets all the following criteria:
  - a. If not treated has a substantial probability of causing a person to suffer or continue to suffer severe and abnormal mental, emotional or physical

## **SECTION II: CONTRACTING STANDARDS**

- harm that significantly impairs judgment, reason, behavior or capacity to recognize reality.
- b. Substantially impairs the person's capacity to make an informed decision regarding treatment and this impairment causes the person to be incapable of understanding and expressing an understanding of the advantages and disadvantages of accepting treatment and understanding and expressing an understanding of the alternatives to the particular treatment offered after the advantages, disadvantages and alternatives are explained to that person.
  - c. Has a reasonable prospect of being treatable by outpatient, inpatient or combined inpatient and outpatient treatment.
6. **Public Defender** is an attorney with the Pinal County Public Defender's Office or a private attorney duly appointed and authorized to represent Pinal County.
  7. **Superior Court** is the Pinal County Superior Court located in the County Seat, Town of Florence, and State of Arizona.

### **E. STANDARDS AND LICENSURE**

1. The Contractor shall comply with all Federal, State and local legislation, rules and regulations relating to the provision of services under the terms of this agreement.
2. The Contractor shall comply with all applicable Department Policies and Procedures and joint policies or protocols developed by Department and the Contractor.
3. The Contractor shall provide the Department with a current copy of an ADHS license issued for each facility or location and shall comply with all licensing requirements necessary for the provision of service.
4. The Contractor shall ensure that suspected or alleged abuse, neglect, or exploitation is reported immediately to the appropriate authorities (i.e. Adult Protective Service, Arizona Department of Health Services (ADHS), Law Enforcement, State Board of Nursing, Arizona Medical Board, Board of Osteopathic Examiners, Healthcare Integrity and Protection Data Bank, etc.) upon discovery.
5. The Contractor shall provide services in a manner that is sensitive to ethnic and cultural diversity with consideration for people who have limited English proficiency or impaired communication abilities.
6. The Contractor shall inform the Department of a cancellation or decrease in coverage of any insurance required under this contract at least thirty days before such action takes place.

## **SECTION II: CONTRACTING STANDARDS**

The following insurance and minimum coverage are required:

- a. Public Liability, Bodily Injury and Property Damage:
    - 1) General Liability, each occurrence \$1,000,000
    - 2) Property damage \$1,000,000
    - 3) Combined single limit, each occurrence \$1,000,000
  - b. Vehicle insurance requirements applying only if the Contractor provides client transportation as part of the contract:
    - 1) General Liability, each occurrence \$1,000,000
    - 2) Property damage \$1,000,000
    - 3) Combined single limit, each occurrence \$1,000,000
  - c. Professional Liability:
    - 1) Each occurrence \$1,000,000
    - 2) Aggregate \$3,000,000
  - d. Standard minimum deductible amounts are allowable. Any deductible amounts are the responsibility of the Contractor.
  - e. The Contractor acknowledges that minimum insurance requirements stated herein are not to be considered limits on the Contractor's liability under this Contract.
7. The Contractor's professional employees shall possess current valid professional licenses or certificates.

### **F. SERVICE GOALS**

The Contractor shall provide comprehensive evaluations, documentation and testimony for the Court's utilization in determining the clients need for court-ordered treatment.

### **G. SERVICE OBJECTIVES AND TASKS**

#### **OBJECTIVE 1**

The Contractor shall obtain prior authorization from the Department prior to providing services. **Payment to the Contractor is based on prior authorization.**

## **SECTION II: CONTRACTING STANDARDS**

### **OBJECTIVE 2**

The Contractor shall provide comprehensive evaluation to clients.

### **SERVICE TASKS**

- 2.1 Provide assistance and guidance in developing alternatives to involuntary confinement through counseling the client and, if applicable, the clients family, representative, parent, guardian, custodian, designated representative, or agent,.
- 2.2 Inform clients of their rights pursuant to ARS 36-5.
- 2.3 Complete a comprehensive evaluation of the client within 72 hours (excluding week-ends and holidays) of the court's order for evaluation.
- 2.4 Maintain a case record for each client containing all medical, psychiatric, social, physical and psychological evaluations, care and treatment provided.
- 2.5 Maintain the confidentiality of case records pursuant to ARS 36-509, Confidential Records.
- 2.6 Ensure staff provides care and services in a manner that is non-discriminatory and protects the dignity and right of clients.
- 2.7 Notify the Department immediately if services cannot be provided or of unusual incidents or situations regarding a client.
- 2.8 Develop, coordinate and prepare a discharge plan for presentation to Superior Court that addresses the physical, mental and emotional needs and rights of the client.
- 2.9 Confer with the Department as necessary regarding matters relative to the provision of services.
- 2.10 Provide a secured and protective environment that supports the physical, mental and emotional needs and rights of clients.
- 2.11 Respond to all requests for information within 14 calendar days of receipt of request.

## **SECTION II: CONTRACTING STANDARDS**

### **OBJECTIVE 3**

The Contractor shall provide medical/legal documentation and testimony required by the Superior Court in determining a client's need for court-ordered evaluation and treatment.

### **SERVICE TASKS**

- 3.1 Prepare and file petitions for court-ordered evaluations and treatment in accordance with the direction and guidelines of Superior Court.
- 3.2 Confer with Court personnel, Public Defenders, County Attorneys and Department staff as may be necessary to coordinate activities and information for Court preparation.
- 3.3 Prepare and present to Superior Court:
  - a. A complete record of medications and treatments the client has received during the seventy-two hours immediately prior to the hearing.
  - b. Affidavits and testimony from psychiatrists or physicians experienced in psychiatric matters.

## **SECTION II: CONTRACTING STANDARDS**

### **COMPENSATION**

#### **A. COMPENSATION**

1. The Department will pay the Contractor fees specified in the attached Pricing Sheet, provided the Contractor's performance is in accordance with the terms and conditions set forth in this Contract.
2. The Contractor will accept payment of fees under this Contract as total compensation for all covered services and shall not bill members for any service performed under this Contract.

#### **B. METHOD OF PAYMENT**

1. The Contractor shall seek reimbursement from any additional payer source, when applicable, prior to submitting claims to the Department for services. Payment received from additional payer sources will be deducted from the total amount owed by the Department.
2. The Contractor shall submit to the Department an invoice for payment accompanied by supporting documentation, such as an Explanation of Benefits (EOB) from additional payer sources.
3. The Contractor's claims will be processed and audited for accuracy in order of date received. Authorization numbers shall appear on claims, when applicable. Any discrepancies on claims submitted will be disallowed and the incorrect claim will be returned to the Contractor for correction. The Contractor shall be given the opportunity to document the appropriateness of the disallowed costs and resubmit their claim for payment.
4. The Department will, within 30 calendar days from the date of receipt of a clean claim, process and remit payment to the Contractor.
5. The Contractor must submit claims within six months of the date of service. An EOB must be attached if there are additional payer sources. An additional month is allowed to resubmit claims returned for correction. Any initial claim submitted more than six months after the date of service will not be honored.
6. The Department may withhold payment on a claim until there is satisfactory resolution should the Contractor or their subcontractors default in any manner in the performance of their obligation under this Contract.

## **SECTION III: REQUIRED SUBMITTAL MATERIALS**

### **INSTRUCTIONS**

In this Section, the applicant must provide basic professional information. The applicant is responsible to submit the material required herein. Failure to provide all information and to make full and complete disclosure shall result in rejection of the application as unresponsive.

### **SUBMITTAL CHECK LIST**

Below is a checklist of the portions of this RFQ package that must be completed and returned.

\_\_\_\_\_ SUBMITTAL LETTER (INCLUDED IN THIS PACKET)

\_\_\_\_\_ LICENSES, CERTIFICATES AND INSURANCES

\_\_\_\_\_ BUSINESS / PROFESSIONAL EXPERIENCE QUESTIONNAIRE

**SECTION III: REQUIRED SUBMITTAL MATERIALS**

**SUBMITTAL LETTER**

Jacque Reynolds  
Contracts/Grants Coordinator  
Pinal County Department of Health and Human Services  
P. O. Box 868  
Florence, Arizona 85232

Dear Ms. Reynolds:

In response to your Request for Qualifications for Court Ordered Evaluation Services, please accept this application.

I hereby certify that to the best of my knowledge and belief, information supplied in support of this application is accurate, complete and current as of the submittal date of this information.

I additionally certify that I am duly authorized to submit this application on behalf of my organization.

Questions concerning this application should be addressed to \_\_\_\_\_  
at telephone number \_\_\_\_\_.

Sincerely,

Signature \_\_\_\_\_  
(Authorized Individual)

\_\_\_\_\_  
(Date)

Typed Name \_\_\_\_\_

Title \_\_\_\_\_

Db \_\_\_\_\_

## **SECTION III: REQUIRED SUBMITTAL MATERIALS**

### **PROFESSIONAL LICENSES, CERTIFICATES AND INSURANCES**

Each applicant must provide proof of current licensure and/or certification as well as Professional and General Liability insurance. This includes but is not limited to copies of the following items, as applicable:

1. Professional license of the applicant and all employees
2. Business license or Articles of Incorporation listing the exact name of your business. Please note that the name on the contract will be exactly as indicated on your documents.
3. Malpractice insurance
4. General liability insurance
5. DEA number
6. CLIA certification or certificate of waiver
7. W-9 form listing the tax identification number of the applicant or business
8. Resume

## **SECTION III: REQUIRED SUBMITTAL MATERIALS**

### **BUSINESS / PROFESSIONAL QUESTIONNAIRE**

- A. Applicant's legal name: \_\_\_\_\_
- B. Business Name : \_\_\_\_\_
- C. Address: \_\_\_\_\_  
City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_  
Phone: \_\_\_\_\_ Fax: \_\_\_\_\_ E-mail: \_\_\_\_\_
- D. Applicant is: (check one)
1.  Sole Proprietor attach a resume.
  2.  Corporation or Limited Liability Company (LLC), attach a copy of the Certificate of Good Standing from the Arizona Corporation Commission or, if a foreign corporation, proof of registration with the Arizona Corporation Commission.
  3.  Other: \_\_\_\_\_ attach appropriate registration/certification
- E. Number of year's applicant has been providing this service: \_\_\_\_\_
- F. Federal Employer Identification (FEI) or Social Security No.: \_\_\_\_\_
- G. Please list other organizations and agencies that have contracted with the Proposer for professional services. Include name, contact person and telephone number and attach.
- H. Civil Rights Compliance Data
- Has any Federal or State agency ever made a finding of non-compliance with any relevant civil rights requirement with respect to you?  Yes  No
- If yes, please explain, in writing and attach.
- I. Prior Convictions
- Have you ever been convicted of a felony?  Yes  No
- If yes, please explain, in writing and attach.
- J. Submit a copy of your current professional license/certification.