

Policy & Procedures Manual



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About this Policy & Procedures Manual

This manual, the *Crossing Arrows Counseling Services Policies & Procedures Manual*, is maintained on the premises of Crossing Arrows Counseling Services and is reviewed and if necessary, revised once every 12 months.

Date Last Revised: 11/15/2023



Introduction to Crossing Arrows Counseling Services

Crossing Arrows Counseling Services (CACS) is a multi-disciplinary behavioral health organization dedicated to advancing cutting-edge treatments for substance abuse, domestic violence, and related mental health disorders. We operate under a license issued by the Arizona Department of Health Services (ADHS) as a Counseling Facility, extending our services to various communities across the state.

Our counseling services encompass a comprehensive range of interventions, including Intake and Screening, Assessment, Standard Counseling, Intensive Counseling, Relapse Prevention, and tailored programming that aligns with the unique needs of the communities we serve. All our services are firmly rooted in a Bio-Psycho-Social framework and employ Cognitive-Behavioral interventions to ensure a holistic approach to treatment.

The team at Crossing Arrows Counseling Services boasts a wealth of experience, training, skills, and knowledge drawn from diverse fields such as addiction counseling, psychology, education, and other related professions. They play a pivotal role in conceiving, executing, and assessing innovative programs in substance abuse, domestic violence, and mental health services.

We understand the importance of accessibility and flexibility in delivering our services. Therefore, our office hours are tailored to meet the specific needs of each community. We offer weekend and evening hours as needed to accommodate our clients. On average, we provide 40 individual therapy sessions and 18 hours of group therapy per week.

Crossing Arrows Counseling Services LLC

Location	921 S. Craycroft Road Tucson, AZ 85711
Phone	520-404-0665
E-mail	corey@starkshomes.org
Hours of Operation	Monday: 10:00 a.m. to 3:00 p.m. Tuesday: 10:00 a.m. to 3:00 p.m. Wednesday: 10:00 a.m. to 3:00 p.m. Thursday: 10:00 a.m. to 3:00 p.m. Friday: 10:00 a.m. to 3:00 p.m. Saturday: 10:00 a.m. to 3:00 p.m.
Available Counseling Types	<ul style="list-style-type: none"> ▪ Group ▪ Family ▪ Individual
Type and amount of counseling offered each week:	A minimum of 40 clinical hours including individual, family, and group psychotherapy are available to be provided each week.



Mission Statement

At Crossing Arrows Counseling Services, our mission is to empower individuals and families by offering a comprehensive range of compassionate and evidence-based programs. We are dedicated to fostering hope, healing, and growth in the lives of our clients. Our diverse services include substance abuse treatment, support for domestic violence offenders, self-help and peer support programs, and the Children's Therapeutic Day Program (CTDP). We are committed to delivering holistic and current treatment methodologies that facilitate positive change, support recovery, and nurture well-being for all those we serve.



Treatment Philosophy

At Crossing Arrows Counseling Services, our philosophy is grounded in compassion, transformation, and empowerment. We believe that every individual, regardless of their past experiences or struggles, has the capacity for positive change. Our mission is to provide a safe and supportive environment where individuals seeking help for mental health challenges can embark on a journey of healing and personal growth. We are committed to fostering a non-judgmental and inclusive space where clients are met with respect, dignity, and understanding. Through assessment, pertinent education, and evidence-based therapeutic approaches, we aim to empower our clients with the skills, insights, and resilience needed to break free from destructive patterns, rebuild their lives, and create healthier, happier futures. We firmly believe that with the right guidance and support, every individual can discover their inner strength and potential for lasting change.



Services Provided

Case Management Services

CACS Clinicians provide case management services to all clients who receive treatment services at Crossing Arrows Counseling Services. Once a client is referred for services at Crossing Arrows Counseling Services, case management services are initiated for monitoring, tracking, and documenting the client's progress throughout treatment. CACS clinicians are responsible for establishing and maintaining a client's file which contains all documents and reports (e.g., referral form, plan, documentation of services provided, progress notes, staffing notes, discharge/termination reports, medication evaluations/monitoring notes, and other pertinent information.)

Individual Counseling Services

Crossing Arrows Counseling Services' individual counseling services are provided by first mapping out an individualized treatment plan designed toward each client's specific needs. This plan is completed conjointly, as a partnership between therapist and client providing the client with clear and applicable treatment goals. Reaching these goals will provide the client with the restoration of hope, and focused clarity, to provide them with entry into recovery, as defined by their treatment experience. Individual counseling services will provide the client with education and treatment addressing substance abuse problems and related mental health issues, providing them with effective coping skills, and opportunities to practice these new skills and tools. Attention will focus on the underlying issues at the core of each client's identified problem areas.

Treatment is designed to address the following problem areas: Childhood abuse and trauma, substance use and/or abuse, other addictive disorders (sex, gambling, etc.), anxiety disorders, depression and other mood disorders, antisocial behaviors, anger management, post-traumatic stress, and grief/loss.

Family Counseling Services

Crossing Arrows Counseling Services recognizes the importance of including family members in the treatment process when it is possible and provides therapeutic value for the client. Family counseling services operate from individual and family strengths and focus on joining with the family system to construct solutions for their concerns and strengthen the family unit. Our clinicians create a safe and supportive environment for family members to share and be heard, as well as learn and practice new skills in the areas of healthy boundaries, effective communication, and relationship building. Family counseling sessions are structured in a two-part approach: the first being educational and the second being experiential. Through their participation, family members will gain an understanding of their interactional processes and learn how to change them when necessary.



Group Counseling Services

Crossing Arrows Counseling Services' group counseling programs addresses all aspects of the individual including physical, psychological, and spiritual, treating the whole person. Group participants each have individualized treatment plans developed during the assessment process and throughout their participation in group programs. Interventions within the context of the group will be designed to support the treatment plan goals of the group members. Counseling approaches will be aimed at educating clients and allowing them to practice new skills in a group setting with the support of and feedback from their peers. Clinicians will create a safe and supportive group atmosphere by helping the members adhere to group agreements, ensuring healthy group dynamics.

Psychiatry Services

Crossing Arrows Counseling Services does not offer medication management services. Referrals for external services will be made as they are identified.

Telehealth Services

Telehealth services are available for the Crossing Arrows Counseling Services Substance Abuse Treatment Program.



Treatment Programs

The specific treatment programs currently offered by Crossing Arrows Counseling Services are described in this section.

Substance Abuse Treatment Program

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Program Goals

At Crossing Arrows Counseling Services, our domestic violence offender treatment program is committed to fostering change, accountability, and growth in individuals who have engaged in harmful behaviors. Our program goals, listed on the following page, reflect our dedication to achieving meaningful and sustainable outcomes within a culturally sensitive framework.

- Holistic Behavioral and Emotional Treatment
 - We adhere to all ADHS guidelines while recognizing the unique behavioral and emotional needs of our clients within the context of their individual cultures.
 - Our aim is to deliver treatment services that are rooted in cultural understanding, promoting the well-being and recovery of our clients.
- Client-Centered Care
 - Our programs prioritize the individual needs of our clients, aligning our services with the therapeutic goals outlined in their individual treatment plans.
 - We collaborate with clients to design tailored treatment approaches that support their growth and recovery.



- Promoting Positive Behavioral and Attitude Changes
 - We seek to effect profound changes in our clients' behaviors and attitudes, quantifiable through various metrics.
 - These changes include reductions in criminal involvements, illegal substance use, antisocial or negative thinking and behaviors, and any potential risks to others.
- Facilitating Sustainable Recovery
 - Our mission is to partner with clients dealing with substance abuse disorders and related mental health challenges, guiding them towards achieving stability in daily living.
 - We are dedicated to supporting clients in their journey to recovery and enabling them to attain a reasonable degree of personal stability.
- Community Education and Advocacy
 - We aspire to be a valuable resource to the community we serve, particularly in the areas of substance abuse and mental health education and treatment.
 - By sharing our expertise and advocating for awareness and change, we contribute to the betterment of our community and its understanding of these critical issues.

Service Methodology

At Crossing Arrows Counseling Services, we are committed to providing comprehensive and client-centered counseling services to individuals aged 18 and above who are facing substance abuse disorders and related mental health challenges. Our service methodology is designed to promote holistic well-being, empower individuals on their path to recovery, and address the unique needs of our community.

- Comprehensive Assessment
 - The journey to recovery begins with intake and screening interviews, where we assess each client's situation to determine the appropriateness of services.
 - Intake and assessment interviews delve into the client's substance abuse and related mental health concerns, helping us gain insights into their specific needs.
- Individualized Treatment Planning
 - Our team focuses on identifying each client's strengths and needs, enabling us to develop personalized treatment plans.
 - Treatment planning may encompass individual counseling, group counseling, or a combination tailored to the client's unique requirements.



- Evidence-Based Interventions
 - We implement evidence-based interventions grounded in a Bio-Psycho-Social framework, utilizing Cognitive-Behavioral techniques to promote positive behavioral change.
 - Clients access these interventions through individual, family, and group counseling sessions.
- Relapse Prevention
 - Our program places a strong emphasis on relapse prevention. We equip clients with strategies to recognize and manage triggers, cravings, and high-risk situations.
 - This empowers them to maintain lasting recovery.
- Customized Family Counseling
 - We offer family counseling tailored to meet the needs and goals of the client's family. Treatment modalities are chosen to support family dynamics and the client's recovery journey.
- Psychoeducation
 - Clients benefit from educational presentations on various topics, including substance abuse, addictions, trauma, grief, and related mental health issues.
 - These sessions provide valuable insights into substance use disorder and effective treatment options.
- Individual Counseling
 - Individual counseling sessions are available as needed and deemed clinically appropriate based on the client's unique concerns and progress.
- Experienced Professionals
 - Our programs are administered by highly qualified counseling personnel who hold master's or doctoral degrees in behavioral health or related fields.
 - Providers either hold or qualify for certification by the State of Arizona Board of Behavioral Health Examiners.
- Customized Client-Staff Ratios
 - Client-staff ratios are tailored to the service and treatment intervention modality used, ensuring a professional level of care consistent with industry standards.
 - This approach supports each client's specific needs and treatment goals.
- Community-Focused Programming
 - In addition to our core services, we remain responsive to the evolving needs of our community. We offer specialized programming to address emerging issues and trends related to substance abuse and mental health.



- Accessible Scheduling
 - Our agency operates with flexibility, providing evening and weekend hours to accommodate program and client requirements.
 - We offer an average of 40 individual therapy sessions and 18 hours of group therapy each week to support our clients on their recovery journey.

The CACS Substance Abuse Treatment service methodology prioritizes individualized care, evidence-based practices, and a commitment to the well-being of our community.

Treatment Admission Requirements

To gain admission to the Substance Abuse Treatment program, clients must present with a primary diagnosis of a substance use disorder that does not necessitate detoxification, inpatient treatment, or hospitalization and anticipate benefiting from services provided by Crossing Arrows Counseling Services.

Conditions appropriate, concerning substance use disorders, may encompass:

- Use and/or abuse of drugs and/or alcohol;
- Anger issues;
- Other addictive disorders such as gambling and sexual compulsivity;
- Eating disorders;
- Unresolved trauma related to abuse and/or neglect;
- Relational problems;
- Anxiety/panic disorders;
- Self-esteem issues;
- Mood disorders;
- Attention deficit disorder;
- Life transition problems (e.g., separation, divorce, death);
- Sexual identity issues; and

Crossing Arrows Counseling Services will conduct a thorough screening to determine program eligibility and will communicate the eligibility determination to the individual and/or guardian. Clients deemed eligible for the program will be accepted for service. Treatment for all accepted clients shall commence within 14 days of their assessment interview and/or within 14 days of receipt of service authorization. Any exceptions to the initiation of service within this timeframe shall be documented in the client case file by the assessing clinician, specifying the reason(s) for the delay in initiation of treatment service. In instances where an individual is determined to be ineligible, or providing service would result in a violation of ethical, legal, contractual, or licensing requirements, a comprehensive explanation will be provided. Additionally, specific recommendations, including information and referral to other community services for which the individual may qualify, will be offered (see page 15 for more information).



Admission decisions will undergo review within 30 days of client admission/rejection for treatment. This review will be conducted by assessing the assessment report and will be documented by a dated signature on the report.

Treatment Admission Process

The process for individuals seeking to be admitted to the Substance Abuse Treatment program is described below.

Treatment Intake

Every individual referred for substance abuse treatment who meets the admission criteria, will undergo an Intake Assessment. During this process, a CACS Level II Clinician gathers the client's presenting issues and relevant data, which is typically a comprehensive reflection of the client's:

- Presenting issues.
- Substance use history and patterns.
- Medical condition and relevant medical history.
- History of behavioral health treatment.
- Social and family backgrounds.
- Presenting issues.
- Any co-occurring disorders.
- Spiritual or religious preferences.
- Educational and vocational history.
- Legal status, history, custody, guardianship, and any pending litigation.
- Criminal justice record.
- Past treatment history and hospitalizations for behavioral health issues.

The clinician records the gathered information on designated forms or within the Electronic Health Record (EHR).

Treatment Determination

Following the completion of the intake assessment, the clinician thoroughly evaluates the information acquired during the intake screening. Throughout this assessment, the clinician:



- Validates the existence and extent of the client's substance abuse issues, ensuring alignment with the program's admission criteria.
- Assesses reported symptoms, including those conveyed by the client's representative, and identifies any necessity for additional assessment or initial treatment, preceding the formalization of a treatment plan (e.g., psychiatric/psychological evaluations, etc.). If indications suggest a potential connection between a client's behavioral health condition and a medical condition, a referral will be initiated to an appropriate medical authority. This referral will be meticulously documented in the client's record.
- Facilitates the signing of treatment consent and information release forms by the client and, if applicable, their legal guardian. Additionally, all relevant record documents such as the statement of the client's rights and the treatment contract are signed. The clinician also provides an orientation to the treatment program, outlining operational hours, location, fees (if applicable), client rights, and other crucial program details.
- Determines whether the Substance Abuse Treatment Program can effectively address the identified needs of the client.

In instances where an applicant fails to meet the admission criteria for the CACS Substance Abuse Treatment Program, they are provided with referrals to other agencies and resources better suited to address their individual needs.

The outcomes of the intake assessment are documented in the client's file to ensure a comprehensive and accurate record of the assessment process.

Treatment Plan

Upon admission to the program, the assigned clinician undertakes the development of an initial treatment plan based on the evaluation of data from the intake assessment.

The treatment plan is completed and documented prior to the commencement of client treatment, ensuring completion within 30 days after the client's initial visit with a behavioral health professional.

Key components of treatment plans include:

- A statement delineating the client's presenting problem(s).
- Identified goals aimed at enhancing or maintaining behavioral health and optimal functioning.
- Treatment objectives articulated in measurable terms.
- Anticipated dates for objective achievement.
- A comprehensive description of interventions, treatments, and services intended to facilitate the client's goal attainment.



- A timeline specifying the frequency and expected duration of treatment.
- Clear and quantifiable indicators or measures to assess client progress and determine goal fulfillment.
- Information outlining the client's responsibilities, encompassing active participation, adherence to the treatment plan, and engagement in therapy or counseling.
- An explanation of the review and revision process for the treatment plan, including criteria for adjusting goals, objectives, or interventions.
- A summary of the client's rights within the treatment process, emphasizing confidentiality, informed consent, and the process for expressing concerns or making choices about their treatment.
- Identification of individuals or entities responsible for providing behavioral health services or ancillary services during the client's treatment.
- The signature and date signed, or documentation of refusal to sign, by the client and/or the client's guardian.

The treatment plan is signed and dated by the staff member responsible for its development, including their professional credential or job title. This comprehensive approach ensures clarity, accountability, and client involvement in the treatment planning process.

Treatment Plan Review and Revision

Treatment plans are reviewed and updated by assigned clinical staff:

- When treatment goals or objectives are accomplished
- When additional client needs are identified during the course of treatment,
- At a minimum of every ninety days throughout the client's treatment experience, especially when their level of care has been changed with Crossing Arrows Counseling Services.

During treatment plan reviews, information is provided regarding the number of treatment sessions conducted, the treatments and services that were provided, a summary of client progress toward the treatment plan objectives, identification of client and/or agency-based problems that may have impeded treatment progress, and the decision to continue, review, or discontinue treatment.

These reviews involve the agency clinician, supervisor (when necessary), the client, and if applicable, the guardian. Additionally, any other professional involved in agency treatment provided to the client is included as necessary. This collaborative approach ensures comprehensive and well-informed decision-making, fostering effective communication and coordinated care.



Treatment Discharge

Client discharge from treatment may be by:

- *Mutual agreement.*
- *Involuntary termination.*
- *Voluntarily* by the client without prior notice to the program.

Mutual Agreement

Discharge from treatment by *mutual agreement* occurs when:

- The client has reached sufficient treatment goals as indicated by the treatment goal and objective progress criteria contained in the client's treatment plan.
- The client and program clinician mutually agree that treatment service is not effective in assisting the client towards treatment goal achievement and that no other agency resources are available to make additional treatment worthwhile.
- Additional client needs are identified after treatment has begun for which the agency has no agency resources and the client's need may better be serviced by referral to another provider.

Involuntary Termination

Involuntary termination from treatment occurs when:

- The client fails to abide by conditions for treatment as specified in the client's treatment plan/or treatment contract with the agency and the client fails/refuses to abide by the stated condition.
- The client is a danger to the program staff or another agency client.

Voluntary Termination

Voluntary termination occurs when the client fails to participate in treatment and does not notify or contact the agency over a 30-day period.

When a client fails to contact the agency, CACS staff will attempt to:

- Contact the client by phone three times over the 30-day period. Each attempt will be documented. If contact is unsuccessful the next step will be taken.
- Contact any emergency contacts on file by phone. Each attempt will be documented. If contact is unsuccessful the next step will be taken.
- Initiate a Non-Emergency welfare check. After notification from the authorities, service may be discontinued. This will be documented in the client chart.

Termination Summary

A termination summary is a crucial document prepared by the clinician when treatment services come to a close. The termination summary serves several important purposes and is



included in the clinical record within two weeks of case record closure. It comprises the following components:

1. **Significant Findings:** The termination summary encapsulates significant findings from the client's treatment journey.
2. **Reason for Service Termination:** It clearly states the rationale behind terminating the services, providing context for the conclusion of treatment.
3. **Final Assessment:** The summary offers a final assessment of the client's progress and status at the conclusion of the treatment.
4. **Aftercare Recommendations:** Specific recommendations are outlined for the client regarding aftercare services, ensuring a seamless transition post-treatment.
5. **Additional Notations:** Any other pertinent notations that are relevant to the specific client's situation are included.

When necessary, the clinician collaborates with the client and, if applicable, their legal guardian, to formulate a written aftercare plan. This plan is then signed and dated by the client and/or guardian and is promptly placed into the client's record at the time of record closure. All termination summary documents are meticulously signed and dated by the responsible clinician.

Every client, except those who leave treatment without notice and remain out of contact for 30 days, receives information from the assigned clinician about the reasons for termination. The clinician also communicates any potential opportunities for readmission. In instances of involuntary termination, the client is informed about the Comprehensive Addiction Counseling Services (CACS) grievance policies and procedures. Clients are made aware of their right to appeal the decision if they wish.

Before filing termination summary documents into the client record, the assigned clinician conducts a thorough review to ensure the appropriateness of the termination. This careful assessment guarantees that all terminations are executed with due diligence and in the best interests of the client.

Referral and/or Transfer to Another Agency

Crossing Arrows Counseling Services is committed to ensuring the seamless transition of clients to community services or alternative providers through a meticulous referral process.

Clients receive a Resource Book containing information on community services, including agencies, resources, and self-help groups. In cases where clients have specific or additional behavioral, mental, or medical health needs that surpass the services offered by Crossing Arrows Counseling Services, they will be referred to community resources. The client will be provided with phone numbers and addresses of the referral agency, either verbally or in writing. Clients are actively educated on the nature of the services sought through the referral agency, including potential eligibility issues, barriers, and possible hazards associated with treatment.



For clients discharged from care, detailed documentation will be made in the client's record. All referrals and transfers will be carefully documented in the client's record, accompanied by a well-articulated decision analysis justifying the transfer. This comprehensive approach ensures transparency, accountability, and effective communication throughout the referral process.

Re-Admission

A client who has undergone a mutual agreement discharge and has a client case record closed for less than 45 days may seek readmission through a clinician interview. This process involves updating client information forms and collaboratively developing a new, signed, and dated treatment plan. If the client's case record has been closed for more than 45 days, readmission necessitates the client to apply for treatment services as a new applicant.

Clients who have been involuntarily discharged from treatment or have voluntarily discontinued treatment without prior notice to the program can only be readmitted by applying for treatment services as new applicants.

Assessment and evaluation services, such as substance abuse assessments, psychiatric evaluations, laboratory drug testing, etc., will not be extended to the readmitted client if these services were provided within the preceding 45 days. This is unless clinical indications are documented in the client case record or the criminal justice system mandates assessment and/or evaluation services for the client.

The agency responsible for assessment and evaluation services is kindly requested to share copies of all reports for use in the client's treatment planning. These reports are diligently filed in the client case record to ensure comprehensive and informed decision-making.



Domestic Violence Offender Treatment Program

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Program Goals

The goals for the CACS Domestic Violence Offender Treatment program are to:

- Promote the cessation of all forms of violence and abuse.
- Educate domestic violence offenders and teach skills that support a non-violent lifestyle and promote healthy relationships.
- Help clients to acknowledge the consequences of their violent behavior, take responsibility for their choices, and enhance motivation for positive and lasting changes within their lives.
- Be an expert and resource on the effects of violence on families and the wider community.

Service Methodology

1. Screening interviews will be conducted to determine the appropriateness of the services provided by Crossing Arrows Counseling Services, relative to the client's needs.
2. Intake/Assessment interviews will be conducted to evaluate the client's status concerning domestic violence offenses and related mental health problems.
3. Evaluation and individualized treatment planning will focus on and use the client's strengths and may include individual counseling, group counseling, or a combination of individual counseling and group counseling. The specific modalities used will be determined by the specific needs of the client.



4. Evidence-based interventions used during services include (but are not limited to):
 - Motivational Interviewing
 - Cognitive-Behavioral approaches (including MRT)
 - Strength-based strategies
 - Positive behavioral reinforcement strategies
5. Group counseling curricula will be centered around increasing awareness about personal responsibility and the use of domestic violence and its use as a means to assert power and control over an individual.
6. Facilitators work with participants to develop an individualized accountability plan to anticipate and prevent violent behavior including developing positive support systems and skills in a variety of areas including (but not limited to) communication, anger/stress management, and conflict resolution.
7. Group discussions of violent and coercive incidents will be used as a means to identify and confront the specific controlling behaviors and will include cultural and social influences that contribute to and support these behaviors.
8. Educational presentations for clients and the community on the various forms of domestic abuse, the effects of power/control and violence on relationships, and the impact on victims both primary and secondary including those who witness the violence.

Treatment Admission Requirements

The Domestic Violence Offender Treatment program is available for individuals who are voluntarily seeking treatment or have been referred by the Court to receive Domestic Violence Offender treatment. To be admitted, individuals must undergo the intake interview (assessment). Refer to Treatment Intake, on page 18 for details.

Treatment Admission Process

The following subsections provide a brief overview of each stage of the client admission process for the Domestic Violence Offender treatment program.

Treatment Intake

Each individual applying for or referred for treatment must undergo an intake interview (assessment). The primary objective of this intake assessment is to assess the client's presenting problem and gather essential information from their history. This includes:

- The case number or identification number assigned by the referring court.
- Details of the misdemeanor domestic violence offense leading to the referral.
- History of substance abuse.



- The client's history of domestic violence or family disturbances, encompassing incidents without arrest, and specific details of the misdemeanor domestic violence offense leading to the referral.
- Legal history, including existing or past court-issued orders for protection or no-contact orders.
- Family history, involving the client's history of domestic violence or family disturbances, regardless of arrest.
- History of personal trauma or abuse.
- Behavioral health treatment history.
- Potential for self-harm or harm to others.
- Any additional behavioral health treatment history.

The assigned clinician will conduct the intake interview, documenting all pertinent data in the client record using Crossing Arrows Counseling Services' designated forms and/or the Electronic Health Record (EHR).

Following the assessment, the assigned clinician is responsible for orienting the client and/or their legal guardian to the treatment program. This includes providing information on program hours, service locations, applicable fees, client rights, and other pertinent treatment details. The intake clinician will clearly communicate the potential consequences should the client fail to successfully complete treatment. Additionally, they will review and have the client sign the Participant Agreement for the Domestic Violence Offender Treatment program.

To ensure compliance and understanding, the intake clinician will obtain the client's and, if applicable, legal guardian's signatures on treatment consent forms, information release forms, and all relevant record documents (e.g., statement of the client's rights, participation agreement, treatment plan, etc.).

Treatment Plan

An initial Treatment Plan will be devised for each client admitted to the Domestic Violence Offender treatment program, and it must be completed and documented no later than 90 days after the client's initial visit with a behavioral health professional.

The treatment plan is required to encompass:

- The client's presenting issue(s).
- The behavioral health services or ancillary services intended for the client until the treatment plan's completion.
- Identification of individuals or entities responsible for providing behavioral health services or ancillary services.
- The specified date for the review of the client's treatment plan.



- The signature and date signed, or documentation of refusal to sign, by the client and/or the client's guardian.
- The signature, professional credential, or job title, along with the date signed by the staff member developing the treatment plan.

Upon completion, the treatment plan is promptly entered into the client record within seven days to ensure timely and accurate documentation.

Duration of Treatment

Except as provided in a court order, the treatment plan will include, at a minimum, the following number of sessions, to be completed after the applicable offense for which the client was required to complete treatment:

- For a first offense, 26 sessions;
- For a second offense, 36 sessions; and
- For a third offense or any subsequent offense, 52 sessions;

The duration of a single treatment session will be determined as follows:

- For an individual session, not less than 50 minutes; and
- For a group session, not less than 90 minutes but not longer than 180 minutes; and
- A client will complete treatment in not less than three months and no more than 12 months after the date the client begins treatment unless treatment is extended.

Treatment Timeline

Treatment for all clients accepted for service shall begin within 14 days of their assessment interview and/or within 14 days of receipt of service authorization.

The exception to the initiation of service within 14 days shall be documented in the client case file by the clinician performing the assessment and must include reason(s) for the delay in initiation of treatment service.

A client will complete treatment in not less than three months and no more than 12 months after the date the client begins treatment unless treatment is extended.

Treatment Plan Review and Revision

Treatment plans are to be reviewed and updated by assigned clinical staff a minimum of every ninety days throughout the client's treatment journey and when:

- Treatment goals or objectives are achieved.
- A client experiences a significant change in condition or encounters an event that impacts their treatment.
- Additional client needs are identified during the course of treatment.

In conducting treatment plan reviews, the following areas will be addressed:



- The number of treatment sessions provided.
- A detailed account of treatment and services that were and were not provided.
- A concise summary of the client's progress toward the treatment plan objectives.
- Identification of any client and/or agency-based problems that hindered treatment progress.
- A decision on whether to continue the treatment plan, review the treatment plan, or discontinue treatment.

Treatment plan reviews involve the agency clinician, supervisor (when necessary), the client, and, if applicable, the guardian and any other professionals involved in providing agency treatment to the client. This collaborative approach ensures a comprehensive assessment and adjustment of the treatment plan based on the evolving needs and progress of the client.

Completion of Treatment

Participants are considered to have completed the Domestic Violence Offender Program once they have satisfactorily completed the full course of the program (26 weeks or 52 weeks), as outlined in the client's Treatment Plan.

In order to successfully complete treatment, participants must comply with all CACS agency guidelines, fee schedules, and program rules of conduct, which are outlined in the *Crossing Arrows Counseling Services Client Handbook* and provided to the participant during the intake assessment.

Participants are required to acknowledge and agree to comply with all program requirements and expectations by reading and signing the *Participant Agreement* (provided on the following page for reference).



Domestic Violence Offender Treatment Program Participant Agreement

Please read each statement below carefully and completely, and then sign as indicated.

1. I understand that my participation in the intervention/services has as its primary goal the elimination of any and all forms of domestic violence and abuse – physical and psychological. Therefore, I agree to cease all violent and abusive behaviors; and agree that as I learn through the program the varied definitions of violence and abuse, I will cease such behavior and adapt my thinking and behavior to be consistent with those new understandings.
2. I agree to share openly, honestly, and completely all details of my past and current violent and/or abusive behavior and supporting attitudes and beliefs as deemed relevant by the staff at Crossing Arrows Counseling Services.
3. Because language can be violent and abusive, I agree to not engage in any sexist, racist, or any other potentially discriminatory or offensive language or any language that generalizes about and/or criticizes any group. I also agree to be open to changing both my behaviors and attitudes regarding criticisms and/or generalizations about any group.
4. I agree that when I believe that there is any risk I might engage in violent or abusive behaviors, it is my responsibility to immediately take action to prevent an occurrence (e.g., time-out, call the police) and contact the staff at Crossing Arrows Counseling Services as directed (i.e., emergency contact).
5. To avoid any and all violent and abusive behaviors and learn strategies to lead a nonviolent lifestyle, I agree to develop, follow and regularly update an accountability and responsibility plan.
6. I agree to comply fully with any and all orders of protection/restraint. I understand that the staff at Crossing Arrows Counseling Services will notify the appropriate authorities should I violate a protective or restraining order.
7. I agree to comply with all court-ordered family obligations (e.g., child support).
8. I agree to fully comply with and participate in any and all assessments deemed necessary by the referring entity (e.g., Court, Family Relations, Probation, Bail, and/or Prosecutor) and/or the staff at Crossing Arrows Counseling Services.

- Continued on next page -

9. I agree to fully comply with the policies of Crossing Arrows Counseling Services and with the referring entity (e.g., Court, Family Relations, Probation, Bail, and/or Prosecutor); and to participate fully and meaningfully with the interventions, including assignments and frequency, durations, and methods of interventions/services.
10. I agree to arrive on time, participate over the duration of the session/class, and leave only when the session/class is concluded.
11. I agree to not attend sessions/classes/groups with a weapon or under the influence of any illegal substance, alcohol, or misuse of prescription drugs.
12. Because substance use/abuse (including misuse of alcohol) is often a contributing factor to the violence and abuse in complex ways, I agree that the staff at Crossing Arrows Counseling Services may make recommendations regarding reduction/elimination, assessment, and/or treatment.
13. I understand that Crossing Arrows Counseling Services may make recommendations for additional services (e.g., mental health assessment and/or treatment).
14. I am aware that there is no assurance of confidentiality of the information and Crossing Arrows Counseling Services will be communicating with and sharing information with the referring entity (e.g., Court, Family Relations, Probation, Bail, and/or Prosecutor).
15. I agree to pay Crossing Arrows Counseling Services the agreed-upon fees at the agreed-upon time and in an agreed-upon manner.
16. I have been provided with details on the procedures for making a complaint about the services I have received, as outlined in the Client Handbook.
17. As I will be participating in group counseling sessions, I agree to maintain the confidentiality of other group members and to treat all members of the group respectfully. I understand that any disruptive and/or threatening behavior in a group will not be tolerated. I understand that I will be asked to leave the group and may be dismissed from the group as a result.
18. I understand that any violations of this agreement can and will be reported to the referring entity and may result in dismissal from the program or an increase to my level of legal sanction and/or supervision and may affect the disposition of my court case.

Name of Participant

Date

Name of Practitioner

Date



Certificate of Completion

Clients who have satisfied all completion requirements shall be issued a **Certificate of Completion**, which will include:

- The case number or identification number assigned to the client by the referring court or, if the provider has made three documented attempts to obtain the case number or identification number without success;
- The client's name and date of birth;
- The date of completion of treatment;
- The name, address, and telephone number of the provider; and
- The signature of an individual authorized to sign on behalf of the provider;

The client will be given the original certificate of completion, and a copy will be added to the client's record.

A copy of the certificate of completion, along with written notice of program completion, will be provided to the representative for the referring court.

Extension of Treatment

A client's treatment may be extended under the following circumstances:

- Recommendation has been made by the behavioral health professional.
- If one of the following events occurs during the 12 months after the client has been admitted to treatment:
 - The client is serving jail time;
 - Illness of the client or a client's family member; or
 - Death of a client's family member.
- The Court requires the client to complete more than 52 sessions of treatment.

Treatment Discharge

Client discharge from treatment may occur through mutual agreement, involuntary termination, or voluntary withdrawal by the client without prior notice to the program.

Mutual Agreement

Discharge from treatment by mutual agreement takes place when:

- The client has achieved the treatment goals outlined in the client treatment plan.
- Both the client and the program clinician agree that treatment services are not effectively assisting the client in reaching their treatment goals, and there are no additional agency resources available to make further treatment worthwhile.



- Additional client needs emerge that the agency lacks resources to address, and the client may benefit from referral to another provider.

Involuntary Termination

Discharge from treatment by involuntary termination occurs when:

- The client fails to adhere to the treatment conditions specified in the client's treatment plan or the Participant Agreement, and the client refuses to comply.
- The client poses a danger to program staff or another agency client.

Voluntary Termination

Discharge from treatment voluntarily by the client occurs when the client fails to participate in treatment and does not contact the agency over a 30-day period. In such cases:

- The staff will attempt to contact the client by phone three times over the 30-day period, documenting each attempt.
- If phone contact is unsuccessful, emergency contacts on file will be contacted by phone, with each attempt documented.
- If all attempts are unsuccessful, a non-emergency welfare check will be initiated. After notification from the authorities, service may be discontinued, and this will be documented in the client chart.

Upon discontinuation of treatment services, the assigned clinician completes a termination summary within two weeks of closing the case record. The termination summary includes:

- Significant findings.
- The reason for service termination.
- Final assessment.
- Specific recommendations for aftercare services.
- Any other relevant notations.

If applicable, a written aftercare plan is developed with the client and, if applicable, the client's guardian. The aftercare plan is signed and dated by the client and/or guardian and placed into the client's record at the time of record closing.

All treatment termination summary documents are signed and dated by the assigned clinician. Except for clients who leave treatment without notice and with whom no contact has been made for 30 days, all clients are informed by the assigned clinician of:

- The reason for termination.
- Any opportunity for readmission.
- In cases of involuntary termination, the agency's grievance policies and procedures, and the client's right to grieve the discharge.



The assigned clinician reviews all treatment terminations before filing termination summary documents into the client record to ensure appropriateness.

Re-Admission

A client who has been discharged from treatment by mutual agreement and whose client case record has been closed for less than 45 days can be readmitted into treatment through a clinician interview, an update of client information forms, and the mutual development of a new signed and dated treatment plan. If the client's case record has been closed for longer than 45 days, readmission requires the client to apply for treatment services as a new applicant.

A client who has been involuntarily discharged from treatment or has been discharged because the client voluntarily stopped treatment without prior notice to the program can only be readmitted by applying for treatment services as a new applicant.

Assessment and evaluation services (e.g., substance abuse assessment, psychiatric evaluation, laboratory drug testing, etc.) shall not be provided to the readmitted client if they have been offered to the client within the prior 45 days, unless clinical indications are documented in the client case record or assessment and/or evaluation services are ordered by the criminal justice system for the client.

Copies of all assessment and evaluation reports shall be requested from the agency that provided such services for use in the treatment planning for the client and shall be filed in the client case record.

Communication of Treatment Status to Court

The assigned case manager working on behalf of the Court will, within the timeline established on the client's referral, be notified in writing of any of the following events:

- A client referred by the Court has not reported for admission to treatment;
- A client referred by the Court is ineligible or inappropriate for treatment;
- A client is admitted for treatment;
- A client is voluntarily or involuntarily discharged from treatment;
- A client fails to comply with treatment;
- A client completes treatment.

Staff Qualifications – Domestic Violence Offender Treatment

Behavioral Health Professional (BHP)

A behavioral health professional assigned to a client in the Domestic Violence Offender treatment program is required to meet the following qualification requirements:



- Has earned either a master's or doctoral degree in behavioral health or related field of practice.
- Is certified, or qualified to be certified, by the State of Arizona Board of Behavioral Health Examiners.
- Has at least six months of full-time work experience with domestic violence offenders or other criminal offenders.
- Has been visually observed and directed by a behavioral health professional with at least six months of full-time work experience with domestic violence offenders or other criminal offenders.

Other Non-BHP Staff

- For all non-BHP staff providing services to a client in the Domestic Violence Offender treatment program, there are no specific qualification requirements required for working with clients in the Domestic Violence Offender treatment program.
- To see the job descriptions and general requirements for each non-BHP role, refer to *Staff Job Descriptions/Responsibilities*, on page 93.

Self-Help/Peer Support Program

The CACS Self-Help/Peer Support program is available to clients currently enrolled in other CACS programs. This program is provided by qualified Peer and Recovery Support Specialists (PRSS) who want to use their own lived experience to help others in their journey to recovery and wellness.

The Self-Help/Peer Support program aims to empower clients to take an active role in their recovery and well-being through group therapy, peer-led counseling, educational workshops, and resources that help individuals develop coping skills, build resilience, identify recovery goals, and reduce feelings of isolation.

Program Goals

The goals for the CACS Self-help/Peer Support program are to:

- Foster peer connections and reduce isolation;
- Promote self-awareness and empowerment;
- Share knowledge, coping strategies, and problem-solving skills;
- Provide ongoing support to help individuals maintain their progress in their treatment.



Treatment Admission Requirements

The Self-help/Peer Support program is available for current clients of Crossing Arrows Counseling Services. To be admitted, individuals must undergo the intake interview (assessment).

Staff Qualifications – Self-Help/Peer Support Program

The Self-Help/Peer Support program at CACS is provided by staff members who self-identify as a “peer” and have been credentialed as Peer and Recovery Support Specialists (PRSS) through a Peer Support Employment Training Program approved by AHCCCS Behavioral Health Services. Our PRSS’ have also met the qualifications for behavioral health professionals, behavioral health technicians, or behavioral health paraprofessionals.



Children's Therapeutic Day Program (CTDP)

The CACS Children's Therapeutic Day Program (CTDP) is a structured, supervised, and therapeutic mental health program for children and adolescents ages 5 to 17.

The CACS CTDP program includes supervised structured daily activities and includes a regularly scheduled program of active treatment modalities including individual, group and/or family behavioral health counseling and therapy, skills training and development, and behavioral health prevention/promotion.

Program Goals

This CACS Children's Therapeutic Day Program aims to provide intensive, holistic, and coordinated care for children with complex mental health needs, helping them build the skills and resilience necessary for success in various life situations through:

- Promoting onsite mental health services in schools
- Reducing barriers to accessing behavioral health services
- Organizing educational series on mental health treatment and intervention

Treatment Admission Requirements

Service Methodology

Staff Qualifications

Staff typically includes trained childcare providers, behavior support staff, and counselors.



Program Funding

All direct services provided by Crossing Arrows Counseling Services are funded by the following sources:

- Public contract
- Private contract
- Third party
- Client fees



Administrative Policies & Procedures

Client Fees, Charges, Indigence

It is the intention of Crossing Arrows Counseling Services to charge and collect a fee for all services provided to a client upon acceptance or during the period of service provision. Specific fees and/or source of payment (i.e., contract, insurance, other third party, client etc.) shall be provided to each client and/or client's guardian at the time of admission.

Crossing Arrows Counseling Services will reduce client fees on a case-by-case basis to assess the level of financial liability and need. They may be negotiable for individuals who show exceptional circumstances.

Crossing Arrows Counseling Services charges for specific services will be reviewed periodically. New fee schedules or new payment criteria shall be available for review by the client and/or client guardian at least 30 days before the change becomes effective or upon request.

Substance Abuse Program Fee Schedule

Current hourly charges for private pay services for the Substance Abuse program are as follows:

Service	Unit of Service	Cost
Clinician – Group Intake	90 Minutes	\$200.00 per session
Clinician – Individual Counseling Intake	60 Minutes	\$120.00 per hour
Clinician – Individual Counseling	60 Minutes	\$140.00 per hour
Clinician – Family/Couples Counseling	60 Minutes	\$140.00 per hour
Clinician – Group Counseling	120 Minutes	\$180.00 per session
Clinician – Group IOP Counseling	--	\$500 per session
Records Request Fee	--	\$50.00 per request

Hourly charges for services shall be flexible and negotiable with client, client's guardian, or another responsible party in compliance with Crossing Arrows Counseling Services' sliding scale for fees.



Domestic Violence Offender Treatment Program Fee Schedule

Current hourly charges for private pay services for the Domestic Violence Offender Treatment program are as follows:

Service	Unit of Service	Cost
Individual Session	1 hour	\$80
Group Counseling	1.5 hours	\$45
Couples/Family	1 hour	\$75
Residential Treatment	Per day	\$100

Client Refund Policy

Crossing Arrows Counseling Services' direct services are funded by a third party and client fees, primarily serving adult populations. Once initiated, treatment services are non-refundable. In the event that a client has pre-paid for a service and chooses or is unable to complete it, a written refund request can be submitted. Refunds, whether partial or full, require approval from the CAO and/or COO. The issuance of refunds is solely based on written authorization from the aforementioned parties. Disputes regarding refund matters are addressed through Crossing Arrows Counseling Services' Grievance Policy (page 31). All monetary transactions received from the client, either in cash or money order, are documented through dated receipts provided to the client, and a copy of the transaction is retained by Crossing Arrows Counseling Services.

Client Rights

At Crossing Arrows Counseling Services, we are dedicated to upholding the rights and well-being of every individual we serve. This section outlines the fundamental rights afforded to our clients, emphasizing the principles of dignity, respect, and empowerment. We believe that recognizing and safeguarding these rights is essential in fostering a therapeutic environment that promotes trust, collaboration, and the highest standards of care. As we embark on this journey together, we affirm our commitment to prioritizing the rights of our clients, ensuring that each person feels heard, valued, and empowered throughout their experience with Crossing Arrows Counseling Services.

Client Rights in English and Spanish are posted in the office for clients and the appropriate translation is explained and given to the client on intake.

Dignity and Respect: All clients at Crossing Arrows Counseling Services have the right to be treated with dignity, respect, and consideration.



Non-Discrimination: Clients will receive services without discrimination based on race, national origin, religion, gender, sexual orientation, age, disability, marital status, diagnosis, or source of payment.

Least Restrictive Environment: Treatment will be provided in the least restrictive environment that meets the client's treatment needs.

Civil Rights: Clients will not be prevented from exercising their civil rights unless legally determined otherwise.

Grievance Process: Clients can submit grievances and complaints without restraint or retaliation, with grievances considered fairly and impartially. Details on the grievance process is provided on 31.

Assistance and Advocacy: Clients can seek assistance from family members, designated representatives, or human rights advocates provided by ADHS, as applicable. Information and records are kept confidential and released as permitted by law.

Privacy in Treatment: Clients have the right to privacy in treatment, except as specified by law.

Access to Records: Clients may request access to their own records.

Access to Information: Clients have the right to review specific information about inspections, plans of correction, and reports related to Crossing Arrows Counseling Services.

Fees and Refunds: Clients will be informed of all fees and refund policies before receiving services.

Informed Consent: Clients will receive a verbal explanation of their condition and proposed treatment, including risks, alternatives, and intended outcomes, and will provide informed consent.

Treatment as Specified: Clients will receive the treatment specified in their treatment plan.

Referral to Another Agency: Clients will be referred to another agency if Crossing Arrows Counseling Services cannot provide a requested service.

Refusal of Treatment: Clients may refuse or withdraw consent to treatment except as legally required.

Protection from Harm: Clients will not be subject to abuse, neglect, exploitation, coercion, manipulation, retaliation, unwarranted discharge or transfer, or threats unrelated to their treatment needs.

Basic Needs: Clients will not be denied food, sleep, or access to the toilet and will not be subjected to restraint or seclusion.

Participation in Treatment: Clients and, if applicable, their legal representatives will participate in treatment decisions and the development and review of treatment plans.

Control of Finances: Clients have the right to control their own finances.



Religious Activities: Clients may choose to participate or refuse to participate in religious activities.

Labor and Compensation: Clients may refuse to perform labor for the facility and will be compensated in accordance with state and federal law for labor primarily benefiting the facility, which is not part of their treatment plan.

Research and Experimental Treatment: Clients may participate or refuse to participate in research or experimental treatment and may provide or withdraw written consent for non-standard treatment.

Acknowledgment of Gratitude: Clients may refuse to acknowledge gratitude to the agency through written statements, other media, or public speaking engagements.

Smoke-Free Environment: Behavioral health services are provided in a smoke-free facility, with smoking permitted outside the facility.



Client Grievance Procedure

The Crossing Arrows Counseling Services' grievance process is posted in the client waiting areas and given to client at intake.

The following procedure will be implemented within 30 days of incident occurrence when a client of Crossing Arrows Counseling Services wishes to file a grievance:

1. The client shall put his/her grievance in writing and submit such grievance to his/her behavioral health service provider.
2. The grievance shall be reviewed by both the client and Provider within five working days from the date of submission. After reviewing, the Provider will do his/her best to resolve the issue.
3. If the resolution is accomplished, the client and Provider will submit in writing to the Provider's immediate supervisor a joint letter indicating the grievance and steps that will be taken to meet the agreed upon resolution. A time frame will be stated in the letter for such resolution. The letter will be signed by both client and Provider.
4. When the grievance is resolved; the client and Provider will submit in writing to the Provider's immediate supervisor a joint letter indicating the resolution of the grievance. Both parties shall sign the letter. Copies of the above two letters shall be kept in the client's case file and the Provider's employee file.
5. When a client grievance cannot be resolved between the client and his assigned behavioral health service provider as outlined above, the client and Provider will make an appointment with the CAO or COO at Crossing Arrows Counseling Services to discuss the grievance. The nature of the grievance will be presented in a letter by the client.
6. The client, Provider, and Administrator will meet and review the grievance within 10 working days of submission. The Administrator, in conjunction with the client and Provider, will attempt to resolve the grievance to the best of their abilities.
7. If a resolution is accomplished, the client and Provider will submit in writing to the Administrator a joint letter indicating the resolution of the grievance. All three parties shall sign the letter. Copies of the above two letters shall be kept in the client's case file and the Provider's employee file.
8. When the above two procedures do not result in a resolution, or at any time during the grievance process, the client may file a complaint with:

Out-CLIENT

Bureau of Medical Facilities Licensing 150 North 18th Avenue, Suite 450
Phoenix, AZ 85007-3242
602-364-3242

9. No discrimination shall occur to any staff, client, or involved person when dealing with the participation or investigation of a grievance.



Client (Clinical) Record

A client record (also referred to as “clinical record”) shall be maintained for each client who receives substance use disorder or related mental health disorder treatment from Crossing Arrows Counseling Services.

It shall be the responsibility of each BHP to assure that clinical records are maintained in a manner consistent with the requirements of licensure regulation.

Whenever the family and/or significant other are being seen in conjunction with the client, all documentation shall be maintained in the client’s clinical record.

A client clinical record shall include identification data, referral information, consent of the client and/or parent(s) or legal guardian or court order for service, an intake, an assessment, a treatment plan, treatment review(s), reports of evaluations completed by Crossing Arrows Counseling Services, progress notes, documentation of direct and indirect contacts with the client and or collateral, correspondence, consent forms, reports for other agencies and the courts, notes on case supervision, transfer summaries if applicable, discharge summary, and any additional information necessary for the treatment of the client.

The clinical record shall contain information on any unusual occurrences that Crossing Arrows Counseling Services experiences with the client while the client is active with the program.

In case of a client’s death, a summation shall be written in the form of a discharge summary and placed into the client’s closed record.

Clinical Record Format

A complete client file shall contain the below elements, which document the following information:

- Identifying Data:
 - Name
 - Address
 - Telephone Number
 - Date of Birth
 - Sex
 - Legal Guardian
 - Marital Status



- Date Information is obtained
- Permission to treat (i.e., self, parent/legal guardian)
- Intake forms:
- Evaluation/Assessment
- Treatment Plan
- Treatment Review(s)
- Progress Notes
- Other documents Specific to File
- Termination/Discharge Summary

Client case records are maintained electronically through a secured online service.

The assigned clinician maintains and upkeeps client case records. Client records are the property of Crossing Arrows Counseling Services and shall be protected as confidential.

Progress Notes

Progress notes shall be maintained in the clinical record for all clients.

Progress notes shall reflect the treatment plan and continuity of treatment, including documentation of the implementation of the treatment plan, documentation of all treatment rendered to the client chronological documentation of the client's clinical course, descriptions of/change in each client's conditions, and descriptions of the response of the client to treatment, the outcome of treatment, and the response of significant others (if appropriate).

Progress notes shall contain the following information:

- The complete date.
- Type of service provided.
- To whom service was provided.
- Amount of time spent.
- Information about the content of the contract.
- Signature of clinician.

All entries involving subjective interpretation of the client's progress are to be supplemented with a description of the actual behavior observed.

Progress notes shall be used as a basis for the review of treatment plans.

The clinician is responsible for maintaining the continuity of notes concerning all aspects of client treatment.



The clinician will record notes concerning the content of a session, evaluation, consultation, or review in sufficient detail to summarize the event within 24 hours of the session or no later than the following morning by 9:00 a.m. To facilitate this recording, record/file notes will be entered on the Crossing Arrows Counseling Services HER progress note forms.

The progress notes are to be entered electronically into the client's file on the secured EMR service.

Client Record – Confidentiality

Ownership and Confidentiality: Client records are the property of Crossing Arrows Counseling Services and will be maintained confidentially.

Access to Client Records: Access to client records will be granted exclusively to Crossing Arrows Counseling Services clinicians and employees who require access to provide client services.

Legal Compliance: Crossing Arrows Counseling Services is committed to legal compliance, including the surrender of client records when required by a court order.

Release of Information: Information from a client record will only be released with the prior written consent of a "Release of Information" form, signed by the client and/or their legal guardian. The consent form will include:

- Name of the recipient (person, agency, or organization).
- Specific information to be disclosed.
- Reason for disclosure.
- Date of signatures.
- Witness signature.
- Notice that the consent is valid for a limited time, as specified on the form.

Record of Releases: A record of released information will be documented in the client record, including the information sent, date of release, and the staff member's signature who released the information.

Emergent Situations: In emergent situations as defined by law, information may be shared when a Crossing Arrows Counseling Services professional determines that a warning is necessary to prevent danger arising from the client's condition or to inform authorities of ongoing or threatened harmful acts. The record shall include:



- Date of release.
- Person to whom information was released.
- Reason for release.
- Reason consent could not be obtained.
- Specific information released.

Timely Response: Appropriate requests for information will be responded to within 14 business days.

Security: Client records will be securely maintained through our electronic records program (EHR).

Reproduction and Removal: Client information may not be reproduced for external use without signed consent or a court order. Reproduced items may not be removed from Crossing Arrows property without prior approval from the custodian of records (i.e., program administrator).

Client Record Review: Clients and/or their legal guardians may have the opportunity to review the client record at the discretion of the custodian of records.

Retention of Records: Clinical records will be retained for a minimum of seven years following discharge. Vital statistics, including client identification details, will be retained for 10 years.

Client Record – Storage and Access

All client records shall be maintained in a secure and confidential manner protecting the client against loss, tampering or unauthorized disclosures of information consistent with the Federal requirements specified in 42 CFR 2.1. ET. seq., as amended, for substance abuse client records and consistent with the requirements of A.R.S.S 36-509 for mental health records. All client records are confidential, except that they shall be made available to authorize Crossing Arrows Counseling Services personnel (i.e., administrative personnel, case managers and clinicians as is necessary to their position).

Records will be kept electronically using a secure online program, EHR. There will be no written records maintained. Non-Crossing Arrows Counseling Services EHR or external documents will be scanned into each client record with the originals returned to the client.

Access to records shall be given to non-Crossing Arrows Counseling Services personnel for the purpose of reviewing and/or evaluating client records at the request of Crossing Arrows Counseling Services' administration or any of the contracting and/or licensing agencies. The client information stored electronically shall be protected using passwords.



Client Record – Client Rights

Right to Inspect and Copy

You have the right to inspect or obtain a copy (or both) of PHI in Crossing Arrows Counseling Services' clinical and billing records used to make decisions about you for as long as the PHI is maintained in the record. Crossing Arrows Counseling Services may deny your access to PHI under certain circumstances (such as information compiled in reasonable anticipation of, or use in, a civil, criminal, or administrative action or proceeding, and PHI that is subject to law that prohibits access to PHI). If you request a copy of the information, Crossing Arrows Counseling Services may charge a fee for the costs of copying, mailing, or other supplies associated with your request.

Right to Request a Restriction

You have the right to request restrictions on certain uses and disclosures of protected health information. However, Crossing Arrows Counseling Services is not required to agree to the restriction you request. If Crossing Arrows Counseling Services agrees to the restriction, we will comply with the restriction unless the information is needed to provide emergency treatment to you or unless the use or disclosure is otherwise permitted or required by law.

Right to Request to Receive Confidential Communications by Alternative Means or at Alternative Locations

You have the right to request and receive confidential communications of PHI by alternative means and at alternative locations. (For example, you may not want a family member to know that you are in treatment at Crossing Arrows Counseling Services). On your request, Crossing Arrows Counseling Services will send you communications at another address.

Right to Request Amendment of PHI

You have the right to request an amendment of your PHI (in writing with an explanation of why the information should be amended) from the Crossing Arrows Counseling Services staff you are working with. Crossing Arrows Counseling Services may deny your request under certain circumstances.



Right to an Accounting

You have the right to receive an accounting of certain disclosures (other than for treatment, payment, and healthcare operations) made by Crossing Arrows Counseling Services' staff or our business associates of your PHI. Your request may be for disclosures made up to six years before the date of your request but may not include disclosures made before April 14, 2003. If you request an accounting more than once in a 12-month period, Crossing Arrows Counseling Services may charge you a reasonable fee for responding to these requests.

Complaints

If you are concerned that Crossing Arrows Counseling Services has violated your privacy rights, or you disagree with a decision staff made about access to your records, you may contact the Crossing Arrows Counseling Services' Administration.

You may also send a written complaint to the Secretary of the U.S. Department of Health and Human Services. The Crossing Arrows Counseling Services' Privacy Officer (COO) can provide you with the appropriate address upon request.

Crossing Arrows Counseling Services' Administration

You can contact the Crossing Arrows Counseling Services Privacy Officer at **520-820-2112**, or at the mailing address provided below, to make the following requests:

- Access to your PHI
- Request the Restriction on Use and Disclosures
- Request to receive confidential communications by alternative means
- Obtain an Accounting for Disclosures Request Form
- File a complaint

Crossing Arrows Counseling Services

ATTN: Privacy Officer

921 South Craycroft Road

Tucson, AZ, 85711

Federal Register

Agency alcohol and drug abuse client records shall be protected via the United States Department of Health and Human Services issued regulations on Confidentiality of Alcohol and Drug Abuse client Records as published in the Federal Register on June 9, 1987, at Page 21,796 and became effective on August 10, 1987.



Confidentiality of Client Records

All information and records obtained during the screening, evaluation, and treatment of participants at Crossing Arrows Counseling Services shall be treated as confidential and not considered public records.

Clients at Crossing Arrows Counseling Services are required to complete a disclosure form in collaboration with a staff member, in accordance with Title 42, Chapter 1, Part 2 of the Federal Register, Volume 40 #127, Part IV. The staff at Crossing Arrows Counseling Services will provide a detailed explanation of the purpose of releasing information and specify the authorized recipients. The names of the disclosed information will be documented on the form, and clients will be provided with a copy of the completed form(s). The consent duration extends until the termination of the Crossing Arrows Counseling Services' program, and the completed form(s) will be securely stored in the client's file.

All client electronic health record (EHR) records will be securely maintained and protected with passwords to prevent loss, tampering, or unauthorized disclosure, in compliance with applicable federal and state laws.

Crossing Arrows Counseling Services strictly adheres to the confidentiality guidelines of the National Institute of Drug Abuse in Washington, D.C.

The dissemination of clients' files and the information within those files by Crossing Arrows Counseling Services will adhere to both Federal and State regulations. Release of client files is contingent upon three conditions:

- Properly negotiated forms signed by both Crossing Arrows Counseling Services' staff and clients.
- If, with appropriate information, it is determined that the client poses a threat to themselves or others, Crossing Arrows Counseling Services will provide and release necessary information to the appropriate sources.
- Compliance with a court order signed by the appropriate judge.

Client Rights Notification

1. All Crossing Arrows Counseling Services' clients are treated with dignity, respect, and consideration.
2. All Crossing Arrows Counseling Services' clients are provided services without discrimination based on race, national origin, religion, gender, sexual orientation, age, disability, marital status, diagnosis, or source of payment.
3. Crossing Arrows Counseling Services' clients receive treatment that:



- Supports and respects the client's individuality, choices, strengths, and abilities;
 - Supports the client's personal liberty and only restricts his/her personal liberty according to court order or by the client's consent, or as permitted in R9-20-203;
 - Is provided in the least restrictive environment that meets the client's treatment needs.
4. Crossing Arrows Counseling Services' clients are not prevented or impeded from exercising his/her civil rights unless he/she has been adjudicated incompetent or a court competent jurisdiction has found that he/she is unable to exercise a specific right or category of rights.
 5. Crossing Arrows Counseling Services may submit grievances to agency staff members and complaints to outside entities and other individuals without restraint or retaliation; and shall have their grievances considered in a fair, timely, and impartial manner. Crossing Arrows Counseling Services' clients may submit a grievance in writing within one year of the aggrieved event. If a client has any concerns or complaints that are not satisfactorily resolved by Crossing Arrows Counseling Services' staff, he/she may file a complaint in writing or by telephone call to Crossing Arrows Counseling Services LLC, 4144 East Broadway Boulevard, Tucson, AZ 85711520-954-5454 Attention: Crossing Arrows Counseling Services' Program Administrator. If the concern or complaint is not satisfactorily resolved; the clients may notify Crossing Arrows Counseling Services' COO in writing or by telephone at the above location. A response will be forthcoming within five days of the date of the client's Concern/complaint. If the concern/complaint is not satisfactorily resolved, the client may file a complaint with the Arizona Department of Health Services, Division of Licensing Services 150 North 18th Avenue, 4th Floor, Phoenix, Arizona 85007 (602) 364-2595. A client may contact the Division of Licensing at any time during the complaint/grievance process. Crossing Arrows Counseling Services' clients may seek, speak to, and be assisted by legal counsel of his/her choice and at his/her expense.
 6. Crossing Arrows Counseling Services' clients may receive assistance from a family member, designated representative, or other individual in understanding, protecting, or exercising his/her rights. If enrolled by the Arizona Department of Health Services (ADHS) or a Regional Behavioral Health Authority (RBHA) as an individual who is seriously mentally ill, to receive assistance from human rights advocates provided by ADHS or an ADHS designee in understanding, protecting, or exercising his/her rights. Crossing Arrows Counseling Services' clients' information and records are kept confidential and released only as permitted under R9-20-211(A) (3) and (B).
 7. Crossing Arrows Counseling Services' clients receive privacy in treatment, including the right not to be fingerprinted, photographed, or recorded without consent, except:



- For photographing for identification and administrative purposes, as provided by A.R.S. 36-507(2);
 - For receiving treatment according to A.R.S. Title 36, Chapter 37;
 - For video recordings used for security purposes that are maintained only on a temporary basis.
8. Crossing Arrows Counseling Services' clients may review, upon written request, his/her own record during Crossing Arrows Counseling Services' hours of operation or at a time agreed upon by the Director of Operation, except as described in R9-20-211(A)(6).
 9. Crossing Arrows Counseling Services' clients may review the following at Crossing Arrows Counseling Services or at ADHS:
 - Chapter 20;
 - The report of the most recent inspection of the premises conducted by ADHS;
 - A plan of correction in effect as required by ADHS;
 10. If Crossing Arrows Counseling Services has submitted a report of inspection by a nationally recognized accreditation agency in lieu of having an inspection conducted by ADHS, the most recent report of inspection conducted by the nationally recognized accreditation agency;
 11. If Crossing Arrows Counseling Services has submitted a report of inspection by a nationally recognized accreditation agency in lieu of having an inspection conducted by ADHS, a plan of correction in effect as required by the nationally recognized accreditation agency.
 12. Crossing Arrows Counseling Services' clients are informed of all fees that he/she is required to pay and of Crossing Arrows Counseling Services' refund policies and procedures before receiving a behavioral health service, except for a behavioral health service provided to a client experiencing a crisis situation. Crossing Arrows Counseling Services does not offer refunds for any treatment services once the service is initiated. Any dispute on the refund of money for services is handled through the Crossing Arrows Counseling Services' Grievance Policy. Client fees may be reduced in accordance with the uniform application of established Crossing Arrows Counseling Services' guidelines for fee determinations.
 13. Crossing Arrows Counseling Services' clients consent to treatment, unless treatment is ordered by a court of competent jurisdiction, after receiving a verbal explanation of his/her condition and the proposed treatment, including the intended outcome, the nature of the proposed treatment, any procedures involved in the proposed treatment, any risks or side effects from the proposed treatment, and any alternatives to the proposed treatment.



14. Crossing Arrows Counseling Services' clients are offered or referred for the treatment specified in his/her treatment plan.
15. Crossing Arrows Counseling Services' clients receive a referral to another agency if Crossing Arrows Counseling Services is unable to provide a behavioral health service that the client requests or that is indicated in the client's treatment plan.
16. Crossing Arrows Counseling Services clients may refuse treatment or withdraw consent to treatment unless such treatment is ordered by a court or is necessary to save his/her life or physical health.
17. Crossing Arrows Counseling Services clients are never abused, neglected, exploited, coerced, manipulated, retaliated against for submitting a complaint to ADHS or another entity, discharged or transferred, or threatened of being discharged or transferred, for reasons unrelated to the client's treatment needs, except as established in a fee agreement signed by the client or the client's guardian, custodian, or agent.
18. Crossing Arrows Counseling Services' treatment does not involve the denial of food, the opportunity to sleep, or the opportunity to use the toilet; and restraint or seclusion.
19. Crossing Arrows Counseling Services' clients participate or, if applicable, have his/her parent, guardian, custodian, or agent participate in treatment decisions and in the development and periodic review and revision of his/her written treatment plan.
20. Crossing Arrows Counseling Services' clients control his/her own finances except as provided by A.R.S. 36-507(5).
21. Crossing Arrows Counseling Services' clients may participate or refuse to participate in religious activities.
22. Crossing Arrows Counseling Services clients may refuse to perform labor for Crossing Arrows Counseling Services and/or be compensated according to state and federal law for labor that primarily benefits Crossing Arrows Counseling Services and that is not part of the client's treatment plan.
23. Crossing Arrows Counseling Services' clients may participate or refuse to participate in research or experimental treatment and may consent in writing, refuse to consent, or withdraw written consent to participate in research or treatment that is not professionally recognized treatment.
24. Crossing Arrows Counseling Services' clients may refuse to acknowledge gratitude to the agency through written statements, other media or speaking engagements at public gatherings.
25. Crossing Arrows Counseling Services' clients receive behavioral health services in a smoke-free facility, although smoking may be permitted outside the facility.



Important Address and Telephone Numbers

Arizona Department of Health Services

Medical Facilities Licensing 150 N. 18th Avenue
Suite 450
Phoenix, AZ 85007
602-364-3030

Arizona State Department of Economic Security (DES)

Department of Child Safety 1789 West Jefferson Avenue Phoenix, AZ 85007
888-SOS-CHILD (767-2445)
City of Tucson
Tucson PD Non-Emergency Welfare Check 520-791-4444

Client Acknowledgement

I was given a verbal explanation, have read, and understand the client's rights. I have received a copy of these client rights.

Name of Participant

Date

Requests for Client Record Information

Requests for information will be directed to the relevant agency provider responsible for the client's case. If such a request lacks proper written consent authorization, the assigned agency provider will obtain consent using the Crossing Arrows Counseling Services release of information form before responding. If the client has a legal guardian, they will be informed about the nature of the requested information.

In the case of closed cases, the requesting party will be advised to submit a written request for information. The assigned provider will seek clarification regarding the specific records requested to avoid blanket requests. If the request and consent are in order, Crossing Arrows Counseling Services will respond at a standard fee set by the organization.

In the absence of a signed consent, the client and their guardian (if applicable) will be asked to sign a release form specifying the information to be disclosed, the recipient, the purpose, and the expiration date. Revocation is possible unless action has already been taken.

Consent typically expires after two months or when the client discontinues continuous treatment, except for cases involving probation or parole, where consent to disclose to the criminal justice system may not be revoked.

The assigned provider will ensure the client and, if applicable, their guardian understand the information being requested and its implications. Witnessing the release form is required, except when the requesting party is the assigned provider, in which case the Crossing Arrows Counseling Services Notary Public will serve as a witness. All released information will



be marked "CONFIDENTIAL," and the request and consent forms will be placed in the client's record. In emergency situations, details of the release, including the date, reasons for not obtaining written consent, and the specific information shared, will be promptly recorded in the individual client record. The client and, if appropriate, their guardian will be informed of the release as soon as possible.



Quality Management Plan/Utilization Management Plan

Crossing Arrows Counseling Services is dedicated to maintaining high-quality standards through its Quality Management Committee (QM). Comprising the Chief Administrative Officer (CAO) and Chief Operating Officer (COO), the QM committee meets regularly, with documentation of these meetings recorded in staffing notes. The primary focus of the QM committee is to monitor and evaluate performance standards, enhance service delivery processes by clinical program staff, and improve overall organizational functioning.

Performance improvement activities at Crossing Arrows Counseling Services encompass various aspects, including performance standards, indicators, and outcome measures. Licensed clinicians participate in weekly case staffing sessions, ensuring regular case reviews and supervision. Attendance logs are diligently maintained. Performance indicators involve clinicians updating treatment plans every 90 days, and timely completion of discharge paperwork.

Outcome measures include clinicians utilizing electronic health records (EHR) for progress notes and providing clients with a Client Experience Questionnaire. Additionally, qualified personnel conduct chart reviews quarterly, and clinicians engage in weekly clinical case/peer review conferences, as evidenced by documented attendance.

Client records at Crossing Arrows Counseling Services are comprehensive, including identifying information, consent forms, referral source summaries, treatment plans, progress notes, and documentation of incidents or emergencies. Discharge summaries outline recommendations for continuing treatment, reasons for discharge, and referrals made.

All clinical staff adhere to credentialing requirements, and the organization ensures that professional staff responsible for clinical treatment meet statutory requirements and professional standards. Policies and procedures for confidentiality of medical information align with HIPAA and PHI regulations. Client records remain the property of Crossing Arrows Counseling Services, with access limited to clinicians and employees directly involved in client service provision. Information release follows strict protocols, and client rights, including the grievance policy, are consistently upheld.

Crossing Arrows Counseling Services is committed to maintaining the security and confidentiality of client records, responding to information requests promptly, and adhering to client rights in the provision of behavioral health services."



Communicable Disease Policies

Client Communicable Disease

Crossing Arrows Counseling Services recognizes that behavioral health services may need to be provided to clients with communicable diseases on a case-by-case basis. It is our policy not to deny treatment solely based on the presence of a communicable disease.

Confidentiality regarding information related to a client's communicable disease is paramount and will be upheld in accordance with client record confidentiality standards. In all situations, information concerning a client's communicable disease will be kept confidential unless a specific release of information is signed by the client and, if applicable, the client's guardian.

In situations where a client has a communicable disease and:

1. The client and/or client's guardian refuse to sign the release of information.
2. The client's communicable disease poses a danger to others.

The agency administration will determine on a case-by-case basis the need to inform individuals who may be at risk. This decision-making process will strictly adhere to the policies and procedures outlined in Sections D3 and D4 of this manual. The agency's health committee, consisting of the CAO and COO, along with other professionals as necessary (such as physicians or legal counsel), will make administrative decisions to address the situation appropriately.

The administration will convene when a communicable disease issue is identified, and if necessary, request a physician's report before deciding on an action plan for the client. If necessary, the client may be referred or transferred to another agency better equipped to handle the individual's temporary or long-term needs.

This policy on confidentiality does not prevent the agency from promptly notifying each client and their guardian if exposure to a contagious disease is discovered. The behavioral health provider assigned to each client exposed to a contagious disease will notify the client immediately, and this notification will be documented in the client contact notes of each client's case record.

The policy also does not prevent the agency from reporting reportable diseases to the local health department. Notification will be made immediately through verbal communication in person or by telephone and/or in writing. The program administrator or their administrative backup will be responsible for notifying the local health department.

Regarding clients exhibiting symptoms of a communicable disease or suspected infestation:

1. The agency will isolate the client until the condition is treated and is no longer a risk to others. The reporting staff will document this contact with the client's guardian in the client case record as per standard operating procedures.



2. The client and, if appropriate, the guardian will be requested to provide a voluntary release of medical information about the client's current health status.
3. If no current health information is available, the client may be requested to obtain a current physical examination and authorize the release of examination findings.
4. If a client is diagnosed with a communicable disease, agency administration will determine the extent of infection control procedures based on a medical doctor's signed statement. These results will be reviewed no less than every ninety days.
5. Clients with communicable diseases will receive counseling from a Master-level therapist on reporting procedures, state requirements, and necessary precautions.
6. If a client's needs exceed Crossing Arrows Counseling Services' capabilities, the client will be referred or transferred to another agency that can better address their needs.
7. Confidentiality will be maintained regarding the sharing of information on any client's medical status. Referral information received about prospective clients with communicable diseases will be evaluated by agency administration and treated confidentially according to the provisions outlined in this policy and procedure.

Employee Communicable Disease

Employees who become aware of having a communicable disease are required to immediately notify their immediate supervisor. The supervisor, in turn, will convene a meeting of the agency administration, if applicable, to initiate the outlined procedure for addressing employee communicable diseases. The affected employee will be informed that this information will be shared with the agency administration to develop an appropriate course of action.

If an employee displays signs of illness impacting job performance or has the potential to do so, the employee must undergo an evaluation by a physician to ascertain their freedom from communicable diseases.

In the event an employee is diagnosed with a communicable disease, the agency administration, when applicable, will be notified to review all relevant information regarding the employee's situation. The administration will determine the appropriate course of action.

The following procedures apply to employees:

1. In line with policy, an employee exhibiting signs of illness that affect job performance may be required, in writing by the immediate supervisor, to undergo a physical examination by a licensed Medical Doctor within a specified period based on existing symptoms. During this period, the employee will be on sick leave until either the specified period elapses or the physician provides a statement confirming the employee is free of communicable diseases.
2. If an employee refuses to comply with the above, disciplinary action will be taken:



- Suspensions without pay until the specified requirements are met.
 - If the employee fails to provide a justifiable reason for non-compliance, termination may be imposed.
3. If an employee has a communicable disease that poses a risk of escalation into an infectious state, the agency administration will be notified to convene. The administration, guided by the presented medical information, will determine:
- The liability, if any, to clients and employees of Crossing Arrows Counseling Services.
 - Whether the employee can perform regular duties, undertake modified duties within their existing position, or if reassignment within Crossing Arrows Counseling Services is a viable option.
 - The legal aspects of sharing information about the employee's illness.

COVID Protocol

On-site Visits

1. Visitors will be required to wear a face mask when on campus.
2. Staff may permit visitors to remove masks at times when physical distancing of at least six feet is available and if this can be monitored by staff to ensure compliance.
3. All visitors will be screened for COVID related symptoms including known exposure and have their temperature taken prior to being cleared for any visitation. Visitors will be asked to use hand sanitizer or wash their hands upon entry. Visitors will sign a visitor agreement form.
4. Signage is posted on the admissions entrance that states:
 - "All visitors must be screened for COVID symptoms, wear a mask (exceptions may be made when physical distancing can be ensured) and sanitize hands.
5. Individuals with symptoms of respiratory infection must immediately put on a mask.
6. Please cover your mouth/nose when coughing or sneezing.
7. Use and dispose of tissues.
8. Hand hygiene is required after contact with respiratory secretions."
9. All visitors will be pre-approved by staff prior to arrival.



Admissions

- Crossing Arrows Counseling Services BHS provides an essential service to persons in need and plans to continue admitting clients.
- Potential clients will be screened for symptoms of, and of known past exposure to COVID-19 by the intake team at the time of the intake assessment, and the day prior or day of admission. This will be documented in the EMR.
- Admitting clients will be screened by a health care provider upon arrival at Crossing Arrows Counseling Services BHS. This will be documented in the EMR in the Intake Section.

Infection Control Policy

An infection control program is in effect to ensure a healthy, comfortable, safe, and sanitary environment so that infectious conditions, occasionally acquired or brought in from the community will not pose a hazard for clients, staff or the environment.

Infection control includes the environment, staff, clients, and visitors:

1. Screening methods will be put in place to detect the presence of infectious conditions within the facility, among the employees and clients and to maintain a sanitary environment and control the development of infectious conditions.
2. The Administrator and Clinical Director will provide an adequate supply of appropriate materials for the purpose of containing or preventing the transmission of infectious conditions.
3. Employees will be informed of infectious or potentially infectious conditions related to their job, in a language understandable to them. This will be accomplished during the employee orientation program and through annual training by Clinical Director of designated staff.
4. A standard internal reporting mechanism will be used to report suspected or confirmed cases or situations as they occur. Diseases reportable to the State will also be communicated to the Department of Health. In specific cases when the State designates, the Health Department will be notified by telephone. Reported conditions will be investigated and appropriate corrective action will be taken.
5. The Clinical Director ensures adequate systems are in place to support information access and proper equipment/supplies are available to implement the infection control program.

Infection Control Officer

The Clinical Director is designated as Infection Control Officer. The Infection Control Officer will coordinate all infection control activities. The Infection Control Officer will investigate all reports of infectious conditions and will verify the implementation of corrective measures



and will document relevant findings and outcomes. The Clinical Director will complete a quarterly infection report for presentation at the Quality and Safety Committee.

The quarterly report will include the following:

1. Facility acquired infections (those that appear 72 hours or more after admission).
6. Community acquired infections (those present on admission).
7. Reportable diseases.
8. Employee exposures.

Procedure

Client Infections

It is the responsibility of the Infection Control Officer to report any infection or potentially infectious conditions. A determination of the presence of infection will be made by the Infection Control Officer and the situation will be handled in one of the following manners:

- The client is referred to their medical provider for evaluation.
- The client is instructed regarding the prevention of transmission.
- No action is deemed necessary at the time.

Staff Infections

It is the responsibility of every supervisor to monitor staff with potentially infectious conditions that could potentially contaminate the environment or repeated illnesses, (especially those whose symptoms are indicative of infectious conditions.) Any suspected infections conditions or repeated illnesses will be referred to the Infection Control Officer. Any staff absent three or more days consecutively will be required to submit verification from their medical provider to their supervisor on the date they return to work. This information is sent to HR to be filed in their employee record. If an employee becomes exposed to an infectious condition in the line of duty, a **Workers Report of Injury** form will be completed, and the Infection Control Officer will investigate and take appropriate action.

Facility Acquired Infection

A facility acquired infection is defined as one in which symptoms appear after 72 hours of admission. All infectious or potentially infectious conditions among employees or clients are referred to the Infection Control Officer for investigation. The findings are documented on an Infection Report Log. An individual infection control report will be completed if deemed necessary by the Infection Control Officer.

In addition, quarterly trends in incidents of infectious illnesses to the Quality Improvement Committee.



Statement of Authority

The Infection Control Officer has the authority to institute any surveillance, prevention and control measures or studies when there is reason to believe that any client or employee is in danger because of infection.

Education

New employees are informed of infection control activities during Employee orientation and provided ongoing and updated training annually.

Ongoing Infection Control education is provided to all staff, with information updated at least yearly. Documentation of in-service training attendance is permanently filed in employee records by the Administrator.

Supervisors are instructed to refer employees to their own physician if a contagious condition is suspected.

It is the responsibility of the supervisor to inform new and existing employees in the language they understand, of risks of infection for their work area as well as methods that they can use to protect themselves and prevent the transmission of infection.

Hand Hygiene

The Administrator and the Clinical Director will ensure that hand washing guidelines are displayed in public bathrooms, all food handling areas, and medication dispensing areas. Employees will be oriented on hand hygiene during new employee orientation and clients will be oriented on hand hygiene during their initial intake assessment. Hand sanitizer stations are available throughout the facility.

Goals to Minimize Priority Infection Control Risks

1. Enhancing hand hygiene among employees, clients, and visitors:
 - Signs are posted in restrooms;
 - Staff is educated on hand hygiene;
 - Residents are educated in hand hygiene.
2. Standard precautions will be used at all times, and personal protective equipment will be available:
 - Promote the use of gloves by employees as needed.
 - Methods to reduce the risks associated with procedures:
 - Appropriate storage, cleaning, disinfection and disposal of supplies and equipment;
 - Proper storage of medical supplies;
 - Proper employee training regarding use and disposal of needles.



Evaluation

The Infection Control Officer will complete an Annual Infection Control Report, and this will be submitted to the Performance Improvement/Infection Control Committees. The report is to include at least the following:

1. Review of prioritized risks identified and any changes to these.
3. Review of goals of the infection control program and any changes to these.
4. Review of strategies to reduce infections and any changes to these.
5. Any changes in the scope of the infection control program.
6. Community issues affecting the organization.
7. Successes and failures of interventions for preventing/controlling infection.
8. Infection control concerns raised by facility leaders.
9. Uses of Infection control guidelines/expert protocols.
10. Cleaning of facility and bathrooms with Purtab's Hospital Disinfectant tablets in a backpack sprayer that has a five-minute dry time. All areas will be cleaned weekly on a daily cycle schedule. Bathrooms will be cleaned five days a week.

Staff Precautions

COVID-19 Screening

Healthy staff only are permitted onsite. Health care professionals will review COVID-19 screening questions and take staff's temperature at the beginning of each person's shift. Health care professionals will then determine if staff is cleared for duty that shift. If not cleared for duty, the individual will be given a face mask to wear and instructed to return home. The individual's supervisor will be notified. Anyone presenting with any symptoms of illness (including a temperature of 100.4oF or greater) or has had exposure to someone with COVID-19 in the past 14 days will not be cleared for duty.

Staff Illness

If someone has developed symptoms of a respiratory infection (e.g., cough, sore throat, shortness of breath, fever), but did not get tested for COVID-19, it is necessary to stay home:

- At least three days (72 hours) have passed **since recovery** defined as resolution of fever without the use of fever-reducing medications and improvement in respiratory symptoms (e.g., cough, shortness of breath); or
- At least seven days have passed **since symptoms first appeared**.

Any person feeling ill regardless of symptoms will be required to stay home. Those that have been ill with symptoms without a fever or respiratory involvement will still need to stay home for a minimum of 24 hours after symptoms have resolved.



Directors/managers will report any staff call-outs due to illness to Clinical Director for tracking.

Other Staff Precautions

1. Signage is located throughout the facility to remind staff and residents to:
 - maintain social distancing (maintaining a distance of six feet when possible),
 - engage in proper hand washing
 - cough etiquette.
2. Hand sanitizer (as available) is placed throughout the facility.
3. Staff are to use antiseptic wipes to disinfect workspaces and group rooms after use.
4. Paper masks are being supplied for those staff that are required to be near clients. Until supplies improve, staff will need to reuse masks until they are damaged. Staff may also choose to wear their own masks (cloth is acceptable).
5. Staff that can work remotely have been set up to do that.
6. Many staff meetings have been replaced with phone and video conferencing. Meetings may be held in person if physical distancing can be maintained, if not, all attendees will be required to wear masks.
7. Everyone entering the group room where food is being served is required to wear a mask and to sanitize hands upon entry. Masks will be removed once seated to permit eating. Staff will eat at tables designated for staff only. Efforts will be made to stagger the times that staff and residents are scheduled to eat.

Client Precautions

1. Clients are requested to report any symptoms of illness to nursing.
2. Clients will have daily temperature checks and are asked about symptoms of illness on the Daily Check-In forms.
3. Clients are being reminded regularly to practice hand washing hygiene, to cover their mouth/nose when coughing or sneezing, use and disposal of tissues.

Environmental Precautions

1. There is frequent cleaning and disinfection of common areas by housekeeping. All staff have been requested to assist with this.
2. Sanitizing checklists have been implemented to assist with cleaning of common areas (dining room, group rooms, gym, van).
3. Chairs have been spaced apart in group rooms as much as each room permits. The maximum number of occupants per room permitted without masks (due to physical spacing ability) is posted in group rooms.
4. Only one resident is permitted at a time in the BHPP/BHP offices.



Client Accident and/or Incidents

Crossing Arrows Counseling Services shall promptly report to the appropriate authorities any accidents or incidents involving clients under the agency's supervision. This includes but is not limited to:

- Deaths
- Suicide attempts requiring medical attention
- Life-threatening accidents or vehicular incidents necessitating physician attention or hospitalization
- Client exploitation
- Major fires within the facility when clients were present
- Staff or client abuse occurring while under staff supervision.

Death of a Client

The death of any client under the care of Crossing Arrows Counseling Services, regardless of the Placing, Payer or Referral Agency, SHALL BE REPORTED IMMEDIATELY TO ADHS.

Mandatory Incident Reports

Crossing Arrows Counseling Services shall promptly report the incidents listed below to the Placement, Payer, and referral Agency, as well as to the Clinician/Case Manager. Additionally, any incidents occurring while a client is receiving direct services will be reported to the ADHS at 602-364-2595. These incidents include:

- Any suicide attempts.
- Self-abuse resulting in emergency room treatment or hospitalization or requiring medical intervention.
- Physical abuse and allegations of physical abuse.
- Sexual abuse and allegations of sexual abuse.
- Physical complaints, illnesses, and injuries for which a reasonable person would seek medical treatment.
- Hospitalized clients and clients in a residential treatment setting who have not been accounted for when expected to be present or are absent without leave (AWOL).
- Any near drowning that requires resuscitation.
- Major fire within the agency when clients were present or which affects the client care area.



- Any food poisoning resulting from food consumed at the agency.
- In the event of mandated reporting, a DCS call will be initiated for a minor.

Other Incident Reports

In addition to the above reports, incidents involving individuals under the supervision of the Arizona Department of Corrections (AOC) or the Arizona Department of Juvenile Corrections (ADJC) necessitate additional reporting to the respective agency and the assigned Probation or Parole Officer or Case Manager. These incidents include but are not limited to:

1. Law Enforcement Interaction:
 - Any interaction with law enforcement, irrespective of the context, will be reported to the AOC or ADJC and the assigned Probation or Parole Officer or Case Manager.
2. Criminal Acts:
 - Criminal acts, as defined by applicable laws, will be reported to the local law enforcement agency and concurrently to the AOC or ADJC.
3. Arrests:
 - Incidents resulting in arrests will be promptly reported to the relevant law enforcement agency and communicated to the AOC or ADJC.
4. Assaults (Staff, Peer, etc.):
 - Any incidents of assault, involving staff, clients, or others, will be reported to law enforcement and concurrently to the AOC or ADJC.
5. Major Disturbances, including but not limited to:
 - Incidents requiring the incarceration of an offender.
 - Incidents necessitating immediate action by a parole officer.
 - Incidents with potential media coverage.
 - Incidents posing a serious danger to the community or the offender based on the offender's offense history or current stated intent.
6. Property Damage:
 - Any amount of property damage will be reported to law enforcement and communicated to the AOC or ADJC.
7. Incidents Involving Weapons:



- Any incident involving the use or presence of weapons will be reported to law enforcement and concurrently to the AOC or ADJC.

This comprehensive reporting approach ensures that Crossing Arrows Counseling Services fulfills its commitment to transparency and collaboration with supervising agencies, promoting community safety and adherence to legal and ethical standards.

Incident Investigation

Crossing Arrows Counseling Services is committed to ensuring the thorough reporting and investigation of incidents through the following established procedures:

1. Initiation of Incident Investigation:
 - The COO of Crossing Arrows Counseling Services will oversee the completion of the Incident Investigation Documentation form by the staff member directly involved in the incident.
2. Documentation of Incident Details:
 - The documentation form will include the date of the incident and capture all pertinent information related to the event.
3. Review Meeting:
 - A comprehensive review of the incident will be conducted in a staff meeting, with the presence of the staff member involved, the CAO, and the COO. Details of this meeting will be documented on the incident report form.
4. Notification to ADHS:
 - The staff member responsible for the incident will promptly notify the Arizona Department of Health Services (ADHS) of the occurrence, and the date of notification will be recorded on the incident report form. Any subsequent communication with ADHS will be thoroughly documented.
5. Document Retention and Accessibility:
 - All Incident Reports will be securely stored on Crossing Arrows Counseling Services' property and will be made available for review by ADHS. To ensure compliance with privacy regulations, Crossing Arrows Counseling Services' staff will verify the existence of a current release of information for any individuals contacted during the incident investigation.
6. Administration's Documentation of Results:



- The Administration of Crossing Arrows Counseling Services will meticulously document the results of the incident investigation and the resolution of the event. Upon completion of the review process, the Administration will provide a sign-off, and the finalized incident report will be maintained in the organization's files.

This systematic approach underscores our commitment to transparency, accountability, and adherence to regulatory requirements in the handling and resolution of incidents within Crossing Arrows Counseling Services.

Incident Report Timeframes

Time frames for reporting these incidents are listed below:

1. Report to the DCS:
 - Via telephone within one working day and document in the EHR client chart;
 - Immediately, suspected child abuse or neglect will be reported DCS within one workday.
2. Report to the Payer, Placement and Referral Agency, and to the Case Manager, Parole or Probation Officer:
 - via telephone within one working day;
 - via written report within five working days, excluding weekends.

All the accident and incident reports shall be kept on file and available for review by AZDHS participating agencies:

Department of Child Services

Child Abuse Hotline

Primary: 1-888-7672445

Secondary: 1-888-SOS-CHILD



Physical Safety Guidelines and Procedures

To ensure the physical safety of all clients receiving services, Crossing Arrows Counseling Services has established the following guidelines and procedures:

1. Proactive De-Escalation Training:
 - In adherence to our commitment to a restraint-free facility, every staff member undergoes annual verbal de-escalation training. This training equips our staff with the skills necessary to defuse potentially combative situations, prioritizing the safety of both clients and staff.
2. CPR Certification:
 - Each staff member is required to maintain an active CPR certification, further ensuring our readiness to respond to any unforeseen medical emergencies.
3. Handling Aggressive Behavior:
 - In situations where a client displays physical aggression or poses a threat to staff, other clients, or uninvolved bystanders, our protocol prioritizes the safety of all individuals involved. Staff members are trained to:
 - Remove other clients from the immediate environment to prevent potential harm.
 - Avoid leaving clients or bystanders unattended during such incidents.
4. Emergency Response Protocol:
 - When initiating an emergency response, such as calling 911, it is crucial to communicate to the operator that Crossing Arrows Counseling Services is a behavioral health facility. This ensures that responders are aware of the emotional vulnerability of our clients.
5. Post-Incident Debriefing:
 - Following the stabilization of the environment and ensuring safety, all staff members involved in the incident are expected to participate in a debriefing session facilitated by a behavioral health professional. This process aims to support staff members emotionally and provide an opportunity for collective learning.
6. Immediate Reporting to Leadership:
 - The CAO or COO should be informed immediately upon the restoration of environmental safety, allowing for swift communication and appropriate follow-up actions.
7. Documentation and Reporting:



- All instances of physical violence require comprehensive documentation, including a police report, an incident report, and debriefing with leadership. In cases where clients cannot provide consent for their treatment, their legal guardian must be promptly informed about safety incidents occurring onsite at Crossing Arrows Counseling Services.

These measures collectively contribute to maintaining a safe and supportive environment for both clients and staff at Crossing Arrows Counseling Services.

Initiating Safety Planning: Steps and Procedures

In adherence to the commitment to client safety, the following steps and procedures are established for initiating safety planning:

1. Initial Client Session:
 - Safety planning will commence during the first individual session with every client, setting the foundation for ongoing safety considerations.
2. Identification of Safety Concerns:
 - When staff becomes aware of any indicators of potential harm or risk to the client or others, including but not limited to self-harm, suicidal statements or behaviors (both overt and covert), danger to self, danger to others, psychosis, relapse to substance abuse, or high-risk behaviors, as well as acute health symptoms impacting client safety.
3. Actions to be Taken:



- Safety Plan Completion:
 - i) The primary therapist, or another clinical staff member if the primary therapist is not on-site, will immediately address the safety concerns with the client. The completion of the client safety plan document is mandatory, with both therapist and client signing and dating the plan (including the time).
 - ii) In cases where the client cannot legally provide consent for treatment, the legal guardian must be promptly informed, and a physical copy of the safety plan provided. Whenever possible, involve the client's support system (guardian, spouse, family), documenting all attempts and contact with the support system.
- Contracting for Safety:
 - i) If a client is unable to contract for safety, they should not be left unattended. The client should be asked to stay in the office while arrangements for level one inpatient care are facilitated as directed by the primary therapist. It is essential not to rely solely on the client's assurance that they will seek hospitalization independently. If necessary, the crisis team can be summoned to the facility.
- Involuntary Petition:
 - i) If a client is at risk of self-harm or poses a danger to others and refuses voluntary inpatient care evaluation, initiation of an involuntary petition is required.
- Danger to Others:
 - i) If a client presents a danger to others, immediate steps must be taken to ensure the safety of the intended victim. This includes conducting a safety assessment, attempting to facilitate inpatient care, completing an involuntary petition, notifying law enforcement, and informing the victim of imminent danger. A crisis incident report must be duly completed."

These procedures underscore our commitment to proactive safety planning and intervention for the well-being of our clients and those around them.

Clients Under the Influence

1. Suspected Substance Influence:
 - If it is suspected that a patient is under the influence of a non-prescribed mind-altering substance, CACS staff will take the following steps:
 - Require the suspected patient to provide a specimen (blood or urine, depending on circumstances) for immediate lab testing. A staff witness is required for verification.
 - Violations or failure to provide a specimen will result in the client/member being asked to leave the group session and undergo onsite drug screening prior to the next group session.
2. Dangers of Mixing Substances:



- The combination of alcohol, illicit drugs, and prescription medication can be dangerous and potentially life-threatening. Such combinations may interfere with the effectiveness of medication and exacerbate symptoms.

3. Actions for Clients Under the Influence:

- In instances where clients attend sessions under the influence, Crossing Arrows Counseling Services staff will take the following actions:
 - Maintain objectivity and avoid labeling the patient or scenario.
 - Initiate a discussion with the patient, covering:
 - Inquiry into any history of dependency and the patient's willingness to discuss or address the situation.
 - Gathering information on the substance taken, its amount, and the time of ingestion, with consideration for the accuracy of the patient's responses.
 - Ensuring the patient understands the impact of their actions and dependency on their health situation.
 - Advising the patient that intoxication may limit accurate assessment and treatment.
 - Communicating the necessity of abstaining from substance use before a visit and the potential ramifications on treatment success if indulging after treatment.
 - Recommending rescheduling the appointment.
 - Offering support materials and referral information.
 - Documenting all discussions with the client, quoting specific comments made by the client, and including notes on non-compliance, advice given, instructions, and educational resources within the intake documentation.
 - If the client drove to the premises, assist in arranging alternative transportation.
 - If CACS staff determines that the client's behavior poses a threat to the safety of themselves or others, follow the procedure outlined in the Client Emergency Safety Response section on page 63.

Clients with Special Needs

1. Wheelchair Accessibility:

- Crossing Arrows Counseling Services is committed to accommodating individuals with physical challenges, including those using wheelchairs. Our facilities are wheelchair-accessible, ensuring equal access to our services.

2. Non-English Speaking Individuals:



- Individuals who do not speak English will receive appropriate support:
 - Bi-lingual staff, when available, will assist these individuals.
 - In the absence of bi-lingual staff, clients will be referred to an agency that can provide services in their preferred language.
3. Services for Blind Individuals:
- Clients who are blind will receive specialized attention:
 - Staff will verbalize all policies and procedures, including Client Rights, to ensure understanding.
 - Issues of confidentiality and any relevant information will be communicated effectively.
4. Support for Deaf Individuals:
- Deaf individuals will be supported through the following measures:
 - Communication will be facilitated via relay telephone operators to ensure effective interaction.
 - Information regarding policies, procedures, Client Rights, and confidentiality will be conveyed through appropriate channels.

Our commitment is to provide inclusive and accessible behavioral health services to individuals with diverse needs. If you require specific accommodations or have further inquiries, please contact our administrative staff for assistance.

Client Referral and Transition

1. Effective Referral Process:
- Crossing Arrows Counseling Services is dedicated to facilitating seamless client referrals to other agencies. Our committed staff engages in direct communication with various agencies, including residential treatment programs, Community Information and Referral services, crisis services, and more. This proactive approach ensures the acquisition of relevant information, assessment of service quality, and verification of credentials.
2. Goal of Seamless Transitions:
- Our overarching goal is to guarantee a smooth transition for clients to community services or alternative providers through a meticulous referral process. To achieve this, we maintain a comprehensive Resource Book that details community agencies, resources, and self-help groups.
3. Referral for Specialized Needs:



- In instances where clients have specific or additional behavioral, mental, or medical health needs beyond our service scope, we initiate referrals to community resources. This involves providing clients with phone numbers and addresses of the referral agency, either verbally or in writing.

4. Informed Decision-Making:

- Clients are educated about the nature of services offered by the referral agency, including potential eligibility issues, barriers, and possible hazards of treatment. Discharged clients are documented in their records, and all referrals and transfers are meticulously recorded, accompanied by a detailed decision analysis justifying the transfer.

At Crossing Arrows Counseling Services, we are committed to ensuring that our clients receive the most suitable and comprehensive care by leveraging our extensive network of resources and maintaining a client-centered approach to referrals.



Referral to After-Hours Services

Crossing Arrows Counseling Services staff are required to inform all clients of the hours of operation. In cases where a client may need after-hour services, CACS informs and provides to the client, the telephone number of the 24-hour crises lines and/or other agencies that offer after-hours services.

In Immediate Emergency	911
National Suicide Prevention Lifeline	1-800-273-TALK (8255)
National Helpline	1-800-662-HELP
Disaster Distress Helpline	1-800-985-5990
Central Arizona Crisis Line	1-800-631-1314
Teen Helpline	1-800-248-TEEN

Client Emergency Safety Response

Crossing Arrows Counseling Services is dedicated to ensuring the safety and well-being of all clients under its care. In the event that a client is unable to maintain their own safety or the safety of others, the following protocols will be observed:

1. **Voluntary Client Assistance:** Whenever possible, our staff will encourage the client to voluntarily seek assistance by either walking into our facility or contacting the Pima County Crisis Line at 520-622-6000. This contact will help arrange transportation to a mental health urgent care facility.
5. **Imminent Danger to Self or Others:** In cases where a client poses an imminent danger to themselves or others, such as actively suicidal or homicidal thoughts or actions, and they refuse to seek services at a mental health urgent care facility, Crossing Arrows Counseling Services staff will take the following steps:
6. **Calling 911:** Our staff will call 911 and request police assistance. The safety of the client and others is our primary concern.
7. **De-escalation:** Our team will make every effort to de-escalate the situation and address the client's concerns. If aggression persists and the client poses a threat, contacting the police is essential.



8. **Documentation:** All emergency service actions will be thoroughly documented in the client's record. This documentation will include a carefully written decision analysis to justify the necessity of such services.
9. **Emergency Situations:** In the case of emergency situations such as fire, local disasters, medical emergencies, or physical altercations among clients or disruptive clients, Crossing Arrows staff will immediately call 911 to request intervention by the appropriate professionals.
10. **Psychiatric Emergencies:** During regular business hours, if a psychiatric emergency arises, our staff will contact the local crisis center. After business hours, clients will be directed to call Crisis and Information Services at 520-622-6000.
11. **Managing Ill Clients:** Staff members will assess the condition of ill clients based on their training. If a medical emergency is suspected, 911 will be called for immediate assistance. If a client is deemed capable of self-transport to receive treatment, staff will refer them to the appropriate medical facility.

Physical Facility Safety

Agency compliance to the following physical facility safety requirements shall be the responsibility of the COO:

1. Crossing Arrows Counseling Services' facility should be annually inspected by the local fire department relative to local safety and fire code regulations. Any noted non-compliance or violation shall be corrected within a time frame and plan certifications by local fire departments and shall be maintained by the COO and shall be available for inspection during normal business hours by representatives of the licensing authority.
2. Crossing Arrows Counseling Services shall have emergency routes or evaluation of the facility clearly and accurately posted in compliance with local fire department regulations.
3. Crossing Arrows Counseling Services shall have exits clearly identified in such a manner specified by the local fire department regulations. All emergency exits shall remain unlocked during hours of facility operation and shall remain free of obstructions which may impede use as an emergency exit.
4. Crossing Arrows Counseling Services shall have sufficient number and type of fire extinguishers that are in compliance with local fire department regulations. Fire extinguishers shall be inspected and when necessary recharged, repaired or replaced at a minimum of once annually and whenever need for recharge, repair or replacement is identified.
5. Crossing Arrows Counseling Services shall have first aid kits, approved by the Department of Health Services, which shall be kept accessible to all personnel.



6. First aid kits shall contain at a minimum:
 - Band-Aids
 - antiseptic solution
 - Sterile bandages
 - Scissors
 - Medical tape
 - Cotton swabs
 - Tweezers
 - Disposable latex and non-latex gloves
 - One Gallon Resalable Bag
7. Crossing Arrows Counseling Services shall have a list of emergency programs and poison centers maintained near all telephones for easy access by all staff.
8. Crossing Arrows Counseling Services shall be “non-smoking” environments and appropriate containers for extinguishing and disposal of smoking material shall be provided outside of the facility.
9. All supplies, equipment and furniture are maintained, stored, and used in an appropriate fashion in order to prevent accidents to clients and staff.
10. All rubbish shall be appropriately stored and disposed of in conformance with local code and standards.

Notice of Privacy Practices (HIPAA)

This notice describes how Crossing Arrows Counseling Services LLC may use and disclose your Protected Health Information (PHI) to carry out treatment, payment or health care operations. It also describes Crossing Arrows Counseling Services' legal obligations concerning your PHI and your rights to access and control your PHI. This notice takes effect on April 14, 2003, in accordance with the privacy regulations issued under the Federal Health Insurance Portability and Accountability Act of 1996 (“HIPAA Privacy Regulations”).

PHI refers to individually identifiable health information, including actual medical information as well as your name, address, phone number, identification number or other identifiers, collected from you or created by or received by a health care provider, a health plan, or your employer and that relates to:

- Your past, present, or future physical or mental health condition.
- The provision of mental health care to you.
- The past, present, or future payment for health care provided to you.

Crossing Arrows Counseling Services is required by law to maintain the privacy of your PHI. Crossing Arrows Counseling Services is obligated to provide you with a copy of this Notice and Crossing Arrows Counseling Services must abide by the terms of this Notice.



Use and Disclosures of Protected Health Information (PHI)

Your PHI may be used and disclosed by your primary behavioral health provider (counselor and/or case manager), Crossing Arrows Counseling Services' office staff and others outside of Crossing Arrows Counseling Services' offices who are involved in your care and treatment for purposes of providing health care services to you, to pay your healthcare bills, to support the operation of Crossing Arrows Counseling Services' practices, and any other use required by law.

Treatment

Crossing Arrows Counseling Services may use and disclose your PHI to provide, coordinate or manage your health care and other services related to your health care. This includes the coordination or management of your health care with a third party such as when Crossing Arrows Counseling Services staff consult with the criminal justice agent(s) you report to, or another health care provider, such as your family physician or another behavioral health professional.

Payment

Your PHI may be used, as needed, to obtain payment for your health care services. Examples of payment are when Crossing Arrows Counseling Services discloses your PHI to the criminal justice agency that pays for your services or a health insurer to obtain reimbursement for your health care or to determine eligibility or coverage.

Healthcare Operations

Crossing Arrows Counseling Services may use and disclose your PHI for our health care operations. These activities include but are not limited to: Quality assessment and improvement activities, employee review activities, training of behavioral health students, licensing, and conducting or arranging business-related matters such as audits and administrative services, and case management and care coordination.

Business Associates

Crossing Arrows Counseling Services contracts with individuals and entities (business associates) to perform various functions on our behalf, which involves the use and/or disclosure of PHI. Business associates must agree in writing to appropriately safeguard your information.

Uses and Disclosures Requiring Authorization

Crossing Arrows Counseling Services may use or disclose PHI for purposes outside of treatment, payment, or health care operations when your written authorization is obtained. In those instances when Crossing Arrows Counseling Services is asked for information for



purposes outside of treatment, payment or health care operations, Crossing Arrows Counseling Services' staff will obtain an authorization from you before releasing this information.

You may revoke all authorizations of PHI at any time, provided each revocation is in writing. You may not revoke an authorization to the extent that Crossing Arrows Counseling Services has taken an action in reliance on the use or disclosure indicated in the authorization. However, for persons court-ordered or on probation or parole, if consent is given for disclosure to the criminal justice system, this consent may not be revoked (See 42 CFR, Part 2 for federal regulations governing confidentiality of alcohol and drug abuse clinical records).

Uses and Disclosures with Neither Consent nor Authorization

Crossing Arrows Counseling Services may use or disclose PHI without your consent or authorization in the following circumstances:

Required by Law	Crossing Arrows Counseling Services' staff may use or disclose PHI in keeping with the law.
Public Health	Crossing Arrows Counseling Services' staff may use or disclose PHI for the purposes of controlling disease, injury, or disability.
Child Abuse	Crossing Arrows Counseling Services' staff are required to report PHI to the appropriate authorities when there are reasonable grounds to believe that a minor is or has been the victim of neglect or physical and/or sexual abuse.
Adult Abuse	If you have the responsibility for the care of an incapacitated or vulnerable adult, Crossing Arrows Counseling Services' staff are required to disclose PHI when there is reasonable basis to believe that abuse or neglect of the adult has occurred or that exploitation of the adult's property has occurred.
Health Oversight Activities	If the Arizona Department of Health Services or other oversight entity is conducting an investigation, then Crossing Arrows Counseling Services is required to disclose PHI upon receipt of notice.
Legal Proceedings	Crossing Arrows Counseling Services may disclose your PHI: <ul style="list-style-type: none">• In the course of any judicial or administrative proceeding.• In response to an order of a court.• In response to a subpoena, a discovery request, or other lawful process.



- Serious Threat to Health or Safety** If you communicate to any Crossing Arrows Counseling Services' staff an explicit threat of imminent serious physical harm or death to a clearly identified or identifiable victim(s) and it is believed you have the intent and ability to carry out such a threat, Crossing Arrows Counseling Services' staff have a duty to take reasonable precautions to prevent the harm from occurring, including disclosing information to the potential victim and the police and in order to initiate hospitalization procedures. If staff believes there is an imminent risk that you will inflict serious harm on yourself, staff may disclose information in order to protect you. Duty to Warn.
- Worker's Compensation** Crossing Arrows Counseling Services may disclose PHI as authorized by and to the extent necessary to comply with laws relating to worker's compensation or other similar programs, established by law, which provide benefits for work-related injuries or illness without regard to fault.
- Appointment Reminders** Crossing Arrows Counseling Services staff may use or disclose PHI to set up appointments or provide you with appointment reminders (such as answering machine/voicemail messages, letters).
- Potential Impact of State Law** In some situations, the HIPAA Regulations do not take the place of state privacy or other laws that provide individuals greater privacy protections. As a result, the privacy laws of Arizona, or other federal laws, rather than the HIPAA Privacy Regulations, might impose a privacy standard under which Crossing Arrows Counseling Services will be required to operate. For example, records from drug and alcohol programs may be subject to additional restrictions (See 42 CFR, Part 2 for federal regulations governing confidentiality of alcohol and drug abuse clinical records).



Ethical Guidelines at Crossing Arrows Counseling Services

1. Adherence to Code of Ethics:
 - All behavioral health services provided by Crossing Arrows Counseling Services strictly adhere to the Crossing Arrows Counseling Services LLC Code of Ethics.
2. Primary Goal:
 - The primary goal of Crossing Arrows Counseling Services' Ethical Code is to ensure the welfare and protection of the individuals, families, and groups with whom our staff works.
3. Respect for Human and Civil Rights:
 - Our staff at Crossing Arrows Counseling Services uphold and protect human and civil rights, refraining from knowingly participating in or condoning unfair discriminatory practices.
4. Personal Values and Professional Conduct:
 - Each staff member at Crossing Arrows Counseling Services supplements, but does not behave in opposition to, the Ethics Code's values and rules. This is based on guidance drawn from personal values, culture, and experience.
5. Reference to NAADAC's Ethics:
 - Crossing Arrows Counseling Services aligns with and follows the ethics published by the National Association for Alcoholism and Drug Abuse Counselors (NAADAC). Our commitment to ethical practices extends to embracing the principles set forth by NAADAC.

At Crossing Arrows Counseling Services, our commitment to ethical conduct is unwavering, ensuring that our services are delivered with integrity, respect, and a steadfast dedication to the well-being of those we serve.



Code of Ethics Violation Policy

If after investigation by Crossing Arrows Counseling Services' COO of a potential ethical violation, one of the following actions may be taken:

No Violation	The incident may be dismissed if it is found that the staff member has not violated the ethical code.
Violation Would Not Warrant Further Action	The incident may be dismissed if it is concluded that any violation would constitute only a minor or technical violation that would not warrant further action, has already been adequately addressed in another forum, or is likely to be corrected.
Insufficient Evidence	The incident may be dismissed if there is insufficient evidence to support a finding of an ethics violation.
Educative Conference	When it is deemed appropriate, Crossing Arrows Counseling Services' COO or CAO may undertake an educative conference with the staff member concerning the behaviors that violated the ethics code.
Reprimand	If it is found that the staff member has violated the ethics code, but that the nature of the behavior was such that the matter would be most appropriately resolved without termination of employment, a written reprimand will be placed in the staff member's file and reviewed with the staff member.
Resignation	If it is found that the staff member has violated the ethics code, the staff member may be allowed to resign.
Termination	If it is found that the staff member has violated the ethics code and that the nature of the behavior was such that the matter would be most appropriately resolved with termination of employment, the staff member's employment will be terminated.



Urinary Analysis Policy at Crossing Arrows Counseling Services

1. Primary Goal:

- The primary goal of urinary analysis at Crossing Arrows Counseling Services is to monitor the safety of both clients and employees.

2. Therapeutic Opportunity:

- Urinary analysis serves as a therapeutic opportunity to address substance use behavior or the misuse of prescribed medication.

3. Point of Care Testing:

- In the event of a positive result during point-of-care testing, the urine sample will be sent to a third-party lab. This additional step aims to identify the specific substance the client is positive for and determine the level of the substance in their system.

4. Random and Clinician-Requested Screening:

- Clients are subject to urinary analysis screenings both randomly and at the request of their clinician. This approach ensures a comprehensive and proactive strategy in addressing substance use concerns.

At Crossing Arrows Counseling Services, our urinary analysis procedures are designed not only to maintain a safe environment but also to provide therapeutic interventions for those navigating substance-related challenges.



Case Management, Care Coordination and Continuity of Care

Assessment

A service activity designed to evaluate the current status of mental, emotional, or behavioral health. Assessment includes, but is not limited to, one or more of the following: mental status determination, analysis of clinical history, analysis of relevant cultural issues and history; diagnosis; and the use of mental health testing procedures.

Policy

Crossing Arrows Counseling Services will ensure:

1. Each client has an ongoing source of care appropriate to his or her needs.
2. A person or entity is formally designated as primarily responsible for coordinating services accessed by the client.
3. The client is provided information on how to contact their designated person or entity.
4. Each client's right to change the designated network provider when such change is clinically appropriate and possible.

Care Coordination Services will occur:

1. Between settings of care, including appropriate discharge planning for short- and long-term services, substance use withdrawal management, residential placements, institutional stays, and all levels of outpatient care.
2. With services a client receives from any other Managed Care Plan (MCP).
3. With services a client receives from Fee for Service (FFS).
4. With services a client received from community and social support providers.

Care coordination efforts will ensure that the client's privacy is protected according to all state and federal regulations.



Telehealth Services

Definition of Telehealth

Telehealth involves the use of electronic communications to enable Crossing Arrows Counseling Services mental health professionals to connect with individuals using interactive video and audio communications.

Telehealth includes the practice of psychological health care delivery, diagnosis, consultation, treatment, referral to resources, education, and the transfer of medical and clinical data.

I understand that I have the rights with respect to telehealth:

1. The laws that protect the confidentiality of my personal information also apply to telehealth. As such, I understand that the information disclosed by me during the course of my sessions is generally confidential. However, there are both mandatory and permissive exceptions to confidentiality, including, but not limited to, reporting child, elder, and dependent adult abuse; expressed threats of violence toward an ascertainable victim or towards myself; and where I make my mental or emotional state an issue in a legal proceeding. I also understand that the dissemination of any personally identifiable images or information from the telehealth interaction to other entities shall not occur without my written consent.
2. I understand that I have the right to withhold or withdraw my consent to the use of telehealth in the course of my care at any time, without affecting my right to future care or treatment.
3. I understand that there are risks and consequences from telehealth, including, but not limited to, the possibility, despite reasonable efforts on the part of the counselor, that: the transmission of my personal information could be disrupted or distorted by technical failures, the transmission of my personal information could be interrupted by unauthorized persons, and/or the electronic storage of my personal information could be unintentionally lost or accessed by unauthorized people. Crossing Arrows Counseling Services utilizes secure, encrypted audio/video transmission software to deliver telehealth.
4. I understand that if my counselor believes I would be better served by another form of intervention (e.g. face-to-face services), I will be referred to a mental health professional associated with any form of psychotherapy, and that despite my efforts and the efforts of my counselor, my condition may not improve, and in some cases may even get worse.
5. I understand the alternatives to counseling through telehealth as they have been explained to me, and in choosing to participate in telehealth, I am agreeing to participate using video conferencing technology. I also understand that at my request or at the direction of my counselor, I may be directed to "face-to-face" psychotherapy.



6. I understand that I may expect the anticipated benefits such as improved access to care and more efficient evaluation and management from the use of telehealth in my care, but that no results can be guaranteed or assured.
7. I understand that my healthcare information may be shared with other individuals for scheduling and billing purposes. Others may also be present during the consultation other than my counselor in order to operate the video equipment. The above-mentioned people will all maintain confidentiality of the information obtained. I further understand that I will be informed of their presence in the consultation and thus will have the right to:
 - Request omission of specific details of my medical history that are personally sensitive to me;
 - Request non-clinical personnel leave the telehealth room;
 - Terminate the consultation at any time.
8. I understand that my consent is required to forward my personally identifiable information to a third party.
9. I understand that I have a right to access my medical information and copies of my medical records in accordance with the laws pertaining to the state in which I reside.
10. By signing this document, I agree that certain situations, including emergencies and crises, are inappropriate for audio-/video-/computer-based psychotherapy services. If I am in crisis or in an emergency, I should immediately call 911 or seek help from a hospital or crisis-oriented health care facility in my immediate area.
11. I understand that different states have different regulations for the use of telehealth. In Arizona telehealth may only be conducted between certified office locations. I understand that, in Arizona, I am not able to connect from an alternative location for the provision of audio-/video-/computer- based psychotherapy services.

Payment for Telehealth Services

Crossing Arrows Counseling Services will bill insurance for telehealth services when these services have been determined to be covered by an individual's insurance plan. In the event that insurance does not cover telehealth, the individual wishes to pay out-of-pocket, a fee for services will be discussed prior to the sessions.



Telehealth Client Consent

I have read and understand the information provided above regarding telehealth, have discussed it with my counselor, and all of my questions have been answered to my satisfaction.

I have read this document carefully and understand the risks and benefits related to the use of telehealth services and have had my questions regarding the procedure explained. I hereby give my informed consent to participate in the use of telehealth services for treatment under the terms described herein.

By my signature below, I hereby state that I have read, understood, and agree to the terms of this document.

Employee's Printed Name

Employee's Signature

Date

**Crossing Arrows Counseling Services
Administrator or Designee**

Date



Telemedicine

Telemedicine Appointment Scheduling, Cancellations, and No-Shows

Purpose

To describe the requirements of both the spoke/client and the hub/specialist sites as it relates to appointment scheduling and handling cancellations and no-shows.

Policy

Telemedicine appointment scheduling will be conducted at the spoke/client site and will be communicated to the hub/specialist site.

Procedure

Scheduling

The specialist at the hub/specialist site will provide their date and time availability for telemedicine visits to the spoke/client site. The scheduling staff at the spoke/client site will schedule telemedicine visits based on the availability provided by the specialist. Due to the block time system being used for scheduling, new appointments will be allotted 60 minutes and follow-up appointments will be allotted 30 minutes for adults and 45 minutes for children/adolescents. Once appointments are scheduled contact will be made with the specialist at the hub/specialist site to confirm their telemedicine appointments.

The scheduling staff at the spoke/client site will call the client or legal guardian one business day before the telemedicine appointment to remind the client of their upcoming visit.

Clients will be required to complete all necessary telemedicine forms provided in the Telemedicine New Client Packet prior to their first telemedicine appointment being scheduled.

Cancellations

Clients are to call the spoke/client site at least 24 hours prior to their appointment time to cancel a telemedicine appointment.

The scheduling staff at the spoke/client site will keep a telemedicine cancellation list on file in the event of cancelled telemedicine appointments. The list will be utilized to try to fill the open appointment slots. If filling a slot for a new client appointment, client information for substitute clients, who take the place of a cancellation, must be sent to the specialist at the hub/specialist site at least 24 hours prior to the scheduled session.

No-Shows

No-show appointments will be communicated to the specialist at the hub/specialist site via his/her direct line by the staff at the client site. Documentation of the missed appointment



will be entered into the client's medical record at both the spoke/client and hub/specialist site. Scheduling staff at the spoke/client site will call the client to reschedule their appointment after the first no-show and will remind them of the no-show policy. Additionally, after the first no-show scheduling staff at the spoke/client will send a letter to the client/guardian informing them that they will be discharged from the telemedicine program if they no-show for their next appointment.

In the event that a client needs to be discharged from the telemedicine program after two, consecutive no-shows the specialist at the hub/specialist site will be the party to communicate this decision to the client, as they are the direct provider of care and to prevent against client abandonment. Alternative care options will be presented by the specialist to the client, which will be documented in the client's medical record.

Telemedicine Client Check-In and Check-Out

Purpose

To ensure clients who are seen for telemedicine appointments have an experience that mimics, as closely as possible, an in-person medical appointment.

Policy

Check-in and check-out for telemedicine appointments will replicate, as closely as possible, an in-person medical appointment.

Procedure

Check-In

The client presents at the spoke/client site as they would during a traditional, in-person visit with the provider at the spoke/client site.

The client registers at the front desk. Client demographics and insurance information are verified at that time by spoke/client site front desk staff. After checking in with front desk staff the client is asked to wait in the spoke/client site waiting room.

At the scheduled visit time, the client is brought to the telemedicine room by the spoke/client site nurse or medical assistant. The nurse or medical assistant will ensure the telemedicine technology works and the volume is acceptable to both parties before leaving the room. If this is a new client, the nurse or medical assistant will also introduce the physician to the client before leaving the session.

Check-Out

The specialist at the hub/specialist site will inform the client that the telemedicine visit has concluded. The client will be asked to check-out with the scheduling staff at the spoke/client site.

When the client is present at the check-out area at the spoke/client site, the staff member responsible for check-out will call the specialist at the hub/specialist site on their direct line



to determine appropriate follow- up. The check-out staff will schedule the client for their next telemedicine appointment accordingly

Telemedicine Client Selection

Purpose

Telemedicine provides clients located in rural areas with timely access to specialist care via real--time television/video communication.

Policy

Clients in need of determined care will be referred to telemedicine services provided at the site.

Procedure

Providers at the client site will use their clinical judgment in selecting clients for the telemedicine service. Clients who would otherwise be referred to an outpatient client appointment with a counselor or case manager are welcome to utilize the telemedicine service. If a client is in a crisis and in need of emergency services, the same emergency procedure should be followed as was in place prior to the launch of the telemedicine program.

If the provider at the outpatient client site determines that one of his or her clients could benefit from telemedicine services, the provider will:

1. Discuss the service with the client or legal guardian and obtain their consent.
12. Put the client in contact with staff who will issue the client the Telemedicine Consent Form.
13. Schedule the telemedicine appointment with their assigned counselor.

Telemedicine Business Associate Agreement, Telemedicine Services Agreement, and a Provider Declaration Form

See attachment.



Telemedicine Client Consent

Purpose

To describe requirements of healthcare providers to ensure a telemedicine client's understanding of the risk and benefits of the service and to document a client's agreement to the delivery of a telemedicine service and obtain the client's, or if applicable, the client's guardian, custodian, or agent's signature to verify consent.

Policy

A signed Telemedicine Consent Form must be obtained prior to the first client telemedicine examination/consultation.

Procedure

1. Any person aged 18 years and older or the person's legal guardian, or in the case of persons under the age of 18, the parent, legal guardian, or a lawfully authorized custodial agency, must give voluntary consent to treatment, demonstrated by the person's or legal guardian's signature, if aged 18 years and older, or in the case of persons under the age of 18, the parent, legal guardian, or a lawfully authorized custodial agency representative's signature on a Telemedicine Consent Form (see telemedicine form #2) prior to the delivery of the telemedicine service.
2. Any person aged 18 years and older or the person's legal guardian, or in the case of persons under the age of 18, the parent, legal guardian, or a lawfully authorized custodial agency, after being fully informed of the consequences, benefits, and risks of treatment, has the right to decline receiving telemedicine services.
3. Clients acknowledge the telemedicine program's no-show policy in the Telemedicine Consent Form.
4. The spoke/client site will fax, e-fax, or secure electronic message a copy of the signed Telemedicine Consent Form to the hub/specialist site prior to the delivery of the telemedicine service.
5. The Telemedicine Consent Form must be documented in the client's medical record at both the spoke/client and hub/specialist sites.
6. All clients aged 18 years and older or the person's legal guardian, or in the case of persons under the age of 18, the parent, legal guardian, or a lawfully authorized custodial agency will receive a Telemedicine: What to Expect Form (see telemedicine form #4) with their Telemedicine Consent Form. The Telemedicine: What to Expect Form provides a client-friendly description of the telemedicine program.



Telemedicine: What to Expect

Your doctor at _____ site is working in partnership with specialists at _____ in _____ to offer you telemedicine services.

What is Telemedicine?

Telemedicine is the exchange of medical information from one site to another via electronic communications. The telemedicine service offered to you will allow you to have a medical appointment with a specialist via secure and interactive video equipment. You will be able to speak in real-time with the specialist during your telemedicine appointment.

Is Telemedicine Safe?

Yes, all telemedicine sessions are safe, secure, encrypted, and follow the same privacy (i.e., HIPAA) guidelines as traditional, in-person medical appointments. Your telemedicine appointments will always be kept confidential. In addition, telemedicine appointments are NEVER audio or video recorded.

Can I Choose Not to Participate?

Of course, with this program you have been offered the option of seeing a specialist via secure and interactive video equipment within your primary care office. It is your choice to follow this referral.

Telemedicine Consent Form

I authorize _____ to allow me/the client to participate in a telemedicine (videoconferencing) service with _____.

The type of service to be provided by via telemedicine is: _____.

I understand that this service is not the same as a direct client/healthcare provider visit, because I/the client will not be in the same room as the healthcare provider performing the service. I understand that parts of my/the client's care and treatment which require physical tests or examinations may be conducted by providers and their staff at my/the client's location under the direction of the telemedicine healthcare provider.

My/the client's physician has fully explained to me the nature and purpose of the videoconferencing technology and has also informed me of expected risks, benefits, and complications (from known and unknown causes), attendant discomforts and risks that may arise during the telemedicine session, as well as possible alternatives to the proposed sessions, including visits with a physician in-person. The attendant risks of not using telemedicine sessions have also been discussed. I have been given an opportunity to ask questions, and all of my questions have been answered fully and satisfactorily.

I understand that there are potential risks to the use of this technology, including but not limited to interruptions, unauthorized access by third parties, and technical difficulties. I am aware that either my/the client's healthcare provider or I can discontinue the telemedicine



service if we believe that the videoconferencing connections are not adequate for the situation.

I understand that the telemedicine session will not be audio or video recorded at any time.

I agree to permit my/the client's healthcare information to be shared with other individuals for the purpose of scheduling and billing. I agree to permit individuals other than my/the client's healthcare provider and the remote healthcare provider to be present during my/the client's telemedicine service to operate the video equipment, if necessary. I further understand that I will be informed of their presence during the telemedicine services. I acknowledge that if safety concerns mandate additional persons to be present, then my or guardian permission may not be needed.

I acknowledge that I have the right to request the following:

- Omission of specific details of my/the client's medical history/physical examination that are personally sensitive; or
- Asking non-medical personnel to leave the telemedicine room at any time if not mandated for safety concerns; or
- Termination of the service at any time.

When the telemedicine service is being used during an emergency, I understand that it is the responsibility of the telemedicine provider to advise my/the client's local healthcare provider regarding necessary care and treatment.

It is the responsibility of the telemedicine provider to conclude the service upon termination of the videoconference connection.

I/the client understand(s) that my/the client's insurance will be billed by both the local healthcare provider and the telemedicine healthcare provider for telemedicine services. I/the client understand(s) that if my insurance does not cover telemedicine services I/the client will be billed directly by both the local healthcare provider and the telemedicine healthcare provider for the provision of telemedicine services.

My/the client's consent to participate in this telemedicine service shall remain in effect for the duration of the specific service identified above, or until I revoke my consent in writing.

I/the client agree that there have been no guarantees or assurances made about the results of this service.

I/the client acknowledge the telemedicine program's no-show policy which states that I/the client will be discharged from the telemedicine program if I/the client no-show for two, consecutive telemedicine appointments, without prior contact to the scheduling staff at _____.

I confirm that I have read and fully understand both the above and the **Telemedicine: What to Expect Form** provided. All blank spaces have been completed prior to my signing. I have crossed out any paragraphs or words above which do not pertain to me.



Client/Relative/Guardian Signature

Print Name

Relationship to Client (if required)

Date

Witness

Date

Interpreter (if required)

Date

The signature of the client must be obtained unless the client is a minor unable to give consent or otherwise lacks capacity.

I hereby certify that I have explained the nature, purpose, benefits, risks of, and alternatives to (including no treatment) the proposed procedure, have offered to answer any questions and have fully answered all such questions. I believe that the client/relative/guardian fully understands what I have explained and answered.

Provider's Signature

Date

NOTE: THIS FORM MUST BE MADE PART OF THE CLIENT'S MEDICAL RECORD.



Telemedicine Technology Standard Operating Procedure

Purpose

To ensure telemedicine technology is fully functional and secure.

Policy

The spoke/client and hub/specialist site will each be responsible for viewing the Telemedicine Equipment as a part of their facility's IT inventory. Updates will be executed according to each site's update policy.

Procedure

At least one staff person at the spoke/client and hub/specialist site will be assigned to managing telemedicine equipment updates. The contact information for the responsible party/parties should be posted with the telemedicine equipment at each site.

Personnel Management and Development

Professional Staff Structure: The professional staff at Crossing Arrows Counseling Services is structured to ensure their responsibility for maintaining the quality of clinical treatment and upholding professional practices within the organization.

Licensing Standards: All staff members at Crossing Arrows Counseling Services are required to hold either an Associate's Level License or an Independent License for the practice of Behavioral Health in the State of Arizona.

Qualification Standards: The qualifications for social workers, counselors, and therapists align with statutory requirements and adhere to the professional or occupational licensure and registration standards. Each professional staff member is expected to meet the qualifications relevant to their respective professions for practice.

Verification of Qualifications: The administration of Crossing Arrows Counseling Services is responsible for verifying the formal education, experience, and training of staff. This verification is carried out through the review of diplomas and/or transcripts from accredited schools, as well as by contacting prior employers of staff.

Requirements of Staff

Crossing Arrows Counseling Services will ensure that it has staff members and employees that will always provide:



- The behavioral health services the agency is authorized to provide.
- The behavioral health services stated in the agency Counseling Services program description.
- The treatment identified in each client's treatment plan.

Crossing Arrows Counseling Services' staff will ensure the health, safety, and welfare of a client always when the client is on the premises.

Crossing Arrows Counseling Services will ensure that at least one staff member is present at the facility during the hours of operation who has current documented proof of the successful completion of first aid and CPR training specific to the needs of Crossing Arrows Counseling Services' client population. Documentation of first aid and CPR certification will remain in the staff member's personnel file.

A staffing schedule will be maintained at Crossing Arrows Counseling Services (it will be posted in the group room and a copy is included in this manual), and will include the days, scheduled work hours, and name of each staff member assigned to work. Crossing Arrows Counseling Services will also maintain documentation of the staff members who work each day and the hours worked on the premises for a minimum of 12 months after the last date on the documentation.

Administration Delegated Authority

The Chief Administrative Officer (CAO) of Crossing Arrows Counseling Services shall oversee all management and business affairs of the agency. The CAO shall be responsible for the completion, maintenance and/or submission of reports and records as may be required by the Department. The CAO shall also oversee the financial responsibility of the agency and delegate the appropriate responsibility for such services. All operations and functions of the agency are overseen by the CAO and may be delegated to an appropriate employee at any given time.

The Chief Operations Officer (COO) of Crossing Arrows Counseling Services oversees the management and business affairs of the agency, as well as the administrative duties required by the agency. The COO communicates with the CAO on the daily functions and needs of the agency.

The COO shall be responsible for ensuring effective day-to-day operations of the agency, and the policies and procedures of the agency, as well as supporting the mission of the organization. In the absence of the CAO, the COO is responsible for Crossing Arrows Counseling Services. In the absence of the COO, the CAO shall be responsible for the full operations of Crossing Arrows Counseling Services.

The Crossing Arrows Counseling Services' Licensed Clinician(s)/Case Manager(s) shall individually be responsible for the clinical services delivered at Crossing Arrows Counseling Services and shall be responsible for completion, keeping and/or submission of clinical reports and records as may be required by the Department.

**Chief Administrative Officer (CAO)**

The CAO is ultimately responsible for making managerial decisions and managing the overall operations and resources of the agency. They communicate on behalf of the agency with government entities and the public, leading the development of short- and long-term strategies.

Chief Operations Officer (COO)

The COO is responsible for the day-to-day operations of the company, overseeing the management of the front office and clinical services. The COO maintains the mission of the organization and the effectiveness of all functioning parts of the agency.

Licensed Clinician/Case Manager

The Licensed Clinician/Case Manager is responsible for conducting initial screenings, completing intake assessments, conducting individual counseling sessions, facilitating individual and family sessions groups, completing administrative and clinical documentation paperwork, and HER data entry.

Clinical Privileges

Clinical privileges shall be defined for those individuals providing or directing treatment of Clients and/or their families, consultation to governmental and private entities contracted with Crossing Arrows Counseling Services or educational services to clients. All staff who provide behavioral health services to clients shall be 21 years of age or older.

Clinical privileges shall be:

- Program-specific.
- Appropriate to the specific role of each discipline providing or directing treatment of clients and/or their families, consultation services, or educational instruction.
- Reviewed at the time of the staff member's annual performance review.
- Reviewed at any time the quality assurance procedure finds evidence of less than competent treatment or service.



Delineation of Standard Privileges

Licensed Clinician/Case Manager

- Conduct initial screening assessment.
- Independently conduct assessments of clients and clients' families.
- Plan the course of treatment and engage in therapeutic interventions.
- Determine the therapeutic milieu.
- Assess clinical progress.
- Refer for further integrated care, when needed, such as psychiatric assessments and physical medical care.
- Those whose training has prepared them to conduct psychological testing may do so.
- Completing client paperwork.

Consultant

The external billing service, SJ Insurance Advocates, conducts insurance authorizations and concurrent reviews for Crossing Arrows Counseling Services' clientele.

Licensure of Staff Members

All staff members providing behavioral health services directly to clients follow the licensure requirements as specified by the Board of Behavioral Health Regulations and the Arizona Department of Health Services.

Staff Orientation and Training

Orientation Responsibility: The Chief Operating Officer (COO) is responsible for ensuring agency compliance with the staff supervision and training policy, unless otherwise specified in this section.

Initial Orientation: Staff members and contractors are required to complete orientation before commencing the provision of behavioral health services. This orientation is designed to prepare each professional for their specific role and responsibilities.

Continuing Education: Behavioral health professionals within Crossing Arrows Counseling Services' programs must engage in ongoing education to:



- Maintain their current skills and knowledge.
- Develop or enhance skills and knowledge relevant to the behavioral health services the agency is authorized to provide.
- Address the unique needs of the client populations served by Crossing Arrows Counseling Services, including individuals with substance abuse and co-occurring disorders.

Documentation: All required documentation for initial orientation, continuing education, in-service training, and participation in professional workshops and conferences will be recorded in the staff member's personnel file.

In-Service Training: In-service training, as mandated by Crossing Arrows Counseling Services for behavioral health professionals, covers a range of areas, including but not limited to:

- Nonviolent Crisis Intervention
- Diagnosis and Treatment
- Preventing Professional Burnout
- Co-Occurring Disorders
- Client Record Keeping
- Motivational Interviewing
- Clinical Assessment
- Stages of Change
- Treatment Planning
- Anger Management
- Ethics and Professional/Legal Issues
- Psychopharmacology
- Suicide Prevention Techniques
- HIV/AIDS

Staff Personnel Files

Creation of Personnel Files: A personnel file will be established for each full- and part-time staff member upon employment with Crossing Arrows Counseling Services. Each personnel file shall, at a minimum, include the following information:



- Employee's personal details such as name, date of birth, contact information (address, phone number).
- Documentation of clinical supervision as required for the respective role.
- Contact information for the person, physician, or health facility to be notified in case of an emergency involving the staff member.
- Records of initial and subsequent annual employee evaluations, acknowledged by dated signatures of the staff member, immediate supervisor, and agency administrator.
- Educational records, including copies of degrees.
- Documentation of other training, including details of training sources, locations, and dates.
- Copies of required licenses and certifications.
- Records of any disciplinary actions taken against the staff member.
- Written verification of performance from the individual's most recent employer, or evidence of a "good faith" effort to obtain such reference documentation.
- Documentation of cardiopulmonary resuscitation training (CPR) and first aid.
- Date of the staff member's employment with Crossing Arrows Counseling Services.
- Documentation of required initial staff member orientation and subsequent in-service training.
- Documentation regarding agency and staff member compliance with A.R.S. S36-425.03.
- Records of clinical supervision received as required.

Maintenance and Retention of Personnel Files: All personnel files will be securely maintained by the Chief Operating Officer (COO) of Crossing Arrows Counseling Services in a locked file cabinet accessible only to authorized personnel. Personnel files will be preserved by Crossing Arrows for up to 12 months following a staff member's termination. After this period, files will be archived in storage and retained in full for five years post-employment with the agency. Beyond the five-year period, personnel files will be securely shredded. A record listing employee names, social security numbers, positions held, and dates of employment will be maintained in lieu of the shredded personnel file.



Supervision

The Crossing Arrows Counseling Services COO shall ensure that a Behavioral Health Professional (BHP) has the skills and knowledge necessary to:

- Provide the behavioral health services that Crossing Arrows Counseling Services is authorized to provide.
- Meet the unique needs of the client populations served by the agency, such as individuals with substance abuse problems, individuals with co-occurring disorders, or individuals who may be survivors of abuse or trauma.

Every Behavioral Health Professional (BHP) with an associate license shall receive clinical supervision with a minimum of four hours for every 20 hours of direct clinical service delivered (a combination of group and individual). Clinical Supervision shall be contracted by each BHP with an associate license and delivered by a licensed psychologist or other licensed independent behavioral health professional (LISAC, LPC, or LCSW).

Supervision will be provided to associate licensed BHP's to ensure that the staff member has the skills and knowledge necessary to:

1. Provide the behavioral health services that Crossing Arrows Counseling Services Counseling Services is authorized to provide.
2. Meet the unique needs of the client populations served by the agency, such as individuals with substance-abuse problems, individuals with co-occurring disorders, or individuals who may be survivors of abuse or trauma.
3. Protect client rights.
4. Provide treatment that promotes client dignity, independence, individuality, strengths, privacy, and choice.
5. Recognize obvious symptoms of a mental disorder, personality disorder, or substance abuse.
6. Protect and maintain client records and their confidentiality.
7. Recognize and respect cultural differences.
8. Recognize, prevent, and respond to a situation in which a client:
 - 8.a May be a danger to self or a danger to others;
 - 8.b Behaves in an aggressive or destructive manner;
 - 8.c May be experiencing a crisis situation;
 - 8.d May be experiencing a medical emergency.
9. Read and implement a client's treatment plan.
10. Assist a client in accessing community services and resources.



11. Record and document client information.
12. Demonstrate ethical behavior, such as respecting staff member and client boundaries and recognizing the inappropriateness of receiving gifts from a client.
13. Identify types of medications commonly prescribed for mental disorders, personality disorders, and substance abuse and the common side effects and adverse reactions of the medications.
14. Recognize and respond to a fire, disaster, hazard, and medical emergency.
15. Provide the behavioral health services identified in the staff members job description.

Individual supervision shall take the form of visual observation in direct service provision, be roleplay exercises, verbal interaction (interview, discussion, question-and-answer, or a written examination and be provided to any BHP who is in need of direct, individualized and/or remedial direction as identified by the COO or other designated BHP supervisor.

All supervision shall be documented and shall be maintained in a binder on site at Crossing Arrows Counseling Services. Documented supervision hours shall be updated in staff personnel files monthly.

Clinical Supervision for BHT

Behavioral Health Professional Behavioral Health Professional Providing Clinical Oversight Qualifications A BHP who provides clinical oversight to a behavioral health technician (BHT) at Crossing Arrows Counseling Services must have at least two years of experience working with minors with behavioral-health-related diagnoses, must be licensed under A.R.S. Title 32, and must have a scope of practice allowing him or her to independently engage in the practice of behavioral health as defined in A.R.S. § 323251.

Clinical Oversight A BHT will perform all duties under the clinical oversight of the clinical director or other qualified BHP. Clinical oversight will take place through 1-hour meetings held on an individual basis between the BHP and the BHT, at least once every two weeks that the BHT provides resident care at the facility. The topics that shall be discussed include but are not limited to the overall progress of the program, the BHT's experiences providing services within the program, any assistance that the BHT may need, any suggestions that the BHT may have related to the provision of services or the program, an evaluation of any training needs for the BHT, and a review of paperwork. Additionally, when the clinical director provides clinical oversight for a counselor or BHT who provides counseling, the clinical director will verify that the counselor or BHT is providing each applicable resident with the amount and frequency of all counseling as determined in the resident's treatment plan.

BHTs will also participate in a weekly staff meeting with all staff members, at which time staff members can communicate observations, needs, and questions with the BHP, and the BHP can communicate similarly with staff members. A BHT shall complete a note in the daily communication log at the end of each shift that he or she works and will use this to



communicate with the BHP about the services provided. If clinical oversight is provided electronically:

1. The clinical oversight shall be provided verbally with direct and immediate interaction between the BHP providing and the BHT receiving the clinical oversight.
2. A secure connection shall be used.
3. The identities of the BHP providing and the BHT receiving the clinical oversight shall be verified before clinical oversight is provided.

Staff Performance Evaluation

The number and type of staff of Crossing Arrows Counseling Services LLC is determined by the client level needs of the agency's programs and services. The COO is the administrative head of the organization and the specific number of program staff needed to maintain compliance with both licensure requirements and quality service assurance shall from time to time be determined by the COO.

The first three months of employment with Crossing Arrows Counseling Services are a probationary period during which the employee demonstrates his/her ability to learn and perform a job satisfactorily. If performance is not satisfactory, the employee may be terminated.

The initial probationary period may be extended if necessary, to reach a fair decision as to the retention or release of the probationary employee.

A permanent employee may be placed on probation for three months in a new position or as a disciplinary action.

An evaluation of each employee shall be conducted by the COA or COO at the end of any probationary period. An evaluation of each employee shall be conducted on an annual basis after any probation status is terminated.

The Crossing Arrows Counseling Services' Employee Performance Review shall be used by the CAO or COO to evaluate immediate staff. The review document shall be signed by the employee and the CAO or COO and be placed in the employee personnel record.

Staff Complaint Submissions Related to Client Services

Concerns regarding staff to client interface should and may be discussed during weekly staff meetings, privately amongst licensed professionals or privately with the CAO or COO at any time. Serious concerns regarding the ethics of service delivery should be reported to the Arizona Board of Behavioral Health Examiners for the possibility of further investigation.



Staff Resignation and Termination

When a full-time clinician resigns or is terminated Crossing Arrows Counseling Services may elect to transition their clients or allow the clinician to transition them.

Staff Job Descriptions/Responsibilities

The following section provides the job description and an overview of specific responsibilities and duties for all Crossing Arrows Counseling Services staff.

Chief Administrative Officer (CAO)

General Job Description

The Chief Administrative Officer (CAO) will oversee substance abuse and mental health services at Crossing Arrows Counseling Services. CAO is responsible for BH program development, assistance with budgeting and BH onsite service delivery. The CAO is also a member of the executive team and in this role is responsible for clinic-wide leadership. Provide general administrative coordination for all aspects of the behavioral health program.

Job Duties

1. Oversee all behavioral health staff, and act as clinical supervisor when needed.
2. Conduct quality assurance activities including conducting chart reviews, reviewing unanticipated outcomes reports, developing, and monitoring practice protocols and procedures.
3. Act as community liaison for Crossing Arrows Counseling Services on all behavioral health initiatives.
4. Team with Clinic staff to monitor and inform operations and workflows.
5. Work with internal evaluation team to complete evaluation efforts.
6. Monitor training and proficiency of behavioral health staff.
7. Monitor treatment measures and outcomes.
8. Complete all requirements of local and state funders.

Qualifications

- Master's level degree as equivalent if extensive work experience in the field is evident.
- Active and unrestricted Arizona license or ability to transfer license within one year.
- At least three years progressive leadership experience in community health, integrated care, or community mental health.
- Experience in program management and staff supervision.
- Experience in budgeting.



Required Skills/Abilities

- Provide effective and inspiring leadership by being actively involved in administering services while developing a broad and deep knowledge of all programs.
- Develop and conduct administrative oversight and an annual review of all personnel policies.
- In coordination with the Chief Operations Officer, play a key role in the overall administration of the organization.
- Develop and maintain Crossing Arrows Counseling Services' policies and procedures.
- Promote and maintain a high level of administrative responsibility through the organization.
- Ensure organizational compliance with state solicitation registration requirements.
- Manage administrative paperwork for the organization including, but not limited to, insurance, registrations, records, contracts, background checks and policies.

Chief Operations Officer (COO)

General Job Description

Under the direct supervision of the Crossing Arrows Counseling Services' CAO, the Chief Operations Officer will be responsible for data entry, grant report entry, managing the organizations HR, helping, and creating organizational and program budgets in collaboration with the CAO and program direct, and other misc. tasks.

Serving as a member of the Management Team the COO understands and facilitates case management when necessary. This position's primary responsibility is ensuring organizational effectiveness by providing transformation leadership to staff.

Working with the management team, the position also contributes to the development and implementation of organizational strategies, policies, and practices. This position will also interact with the Arizona Department of Health Services and the Board of Behavioral Health Examiners. Ensuring Crossing Arrows Counseling Services is always following the policies and procedures is imperative.

Job Duties

1. Improve the operational systems, processes, and policies in support of thorganizations mission --specifically, support better management reporting, information flow and management, business process and organizational planning.
2. Manage and increase the effectiveness and efficiency of Support Services (HER, billing), through improvements to each function as well as coordination and communication between support and business functions.
3. Play a significant role in long-term planning, including an initiative geared toward operational excellence.



4. Development of individual programs.
5. Organization of all Crossing Arrows Counseling Services' documents.
6. Regular meetings with CAO and Shareholders around fiscal planning, policy, staff, safety, incident report, and quality management.
7. Managing grantor contracts and reimbursement requests.
8. Maintaining administrative files (tracking licensure, CPR etc.).
9. Facilitate audits on client charts.
10. Drive initiatives in the management team and organizationally that contribute to long-term operational excellence.
11. Contribute to short- and long-term organizational planning and strategy as a member of the management team.
12. Oversee scheduling and ensure no clients fall through the cracks.
13. Manage client concerns over privacy violations, grievances and/or incident reports.

Qualifications

- Commitment to Crossing Arrows Counseling Services' Mission.
- At least three years' experience in management. Knowledge of behavioral health.
- Strong background and work experience in client care.
- Excellent computer skills, proficient in Excel, Word, Outlook, and Power point.
- Excellent communication skills, both verbal and written.
- Knowledge and experience in organizational effectiveness and operations management implementing best practices.
- Demonstrated leadership and vision in managing staff groups and major projects or initiatives.
- Excellent interpersonal skills and a collaborative management style.
- A demonstrated commitment to high professional ethical standards and a diverse workplace.
- Excels at operating in a fast-paced community environment.
- Excellent people manager, open to direction and collaborative work style and commitment to get the job done.
- Ability to challenge and debate issues of importance to the organization.
- Ability to look at situations from several points of view.
- Persuasive with details and facts.
- Delegate responsibilities effectively.



- High comfort level working in a diverse environment.
- Ability to train and educate new hires.
- Ensuring compliance with ADHS and Arizona Board of Behavioral Health policies and requirements through conducting quality assurance audits of services rendered to Crossing Arrows Counseling Services clients.
- Participates in program development along with the CAO.
- Involvement in employee personnel issues, procedures, interviews; is the final determinant of hiring new personnel.
- Experience in budget preparation and analysis is necessary.
- Ability to conduct seminars and workshops on a local and national level in the fields of drug/alcohol treatment, mental health, and other related fields to promote the Crossing Arrows Counseling Services concept.

Licensed Clinician/Case Manager

General Job Description

Under the direct supervision of the Crossing Arrows Counseling Services' COO, is responsible for case management and treatment counseling for a caseload of program clients. Performs tasks required to screen clients relative to program eligibility requirements, conducts intakes on new clients, conducts ongoing interviews, develops client treatment plans, and coordinates services provided to the client, tracks/records, and reports on client progress. Conducts chemical substance abuse and related mental health assessments and provides individual, family, and group treatment. Serves as a representative in court hearings and meetings with organizations external to Crossing Arrows Counseling Services relative to specific clients. Performs tasks required to conduct intakes, develop case management plans, make referrals for treatment, coordinate services provided to the clients and track, record, and report on client progress.

Carries out delegated administrative duties as required ensuring efficient and effective client service delivery.

Job Duties

1. Conducts clinical assessments of client substance use/abuse and related mental health issues, develops treatment plans.
2. Plans and carries out individual, family and group counseling treatment.
3. Performs case management tasks necessary to scheduling and conducting interviews, determining client program eligibility, screening of clients, client intakes and tracking/recording and reporting on client progress.
4. Maintains accurate and complete records of client on caseload.



5. Schedules and/or attends upon request/subpoena court hearings and other meetings with other individuals/organizations relative to the client treatment.
6. Attends scheduled clinical supervision conferences, as required, and counseling meetings for information exchange, case reviews and client treatment.
7. Schedules and monitors urinalysis testing.
8. Monitors Crossing Arrows Counseling Services' clients for urine sample collection where necessary.

Qualifications

- Master's degree in Counseling/Psychology/Clinical Social Work/Justice Studies with focus on clinical counseling.
- Two years direct practice experience in working with substance abusing/mental health population and have experience in working with trauma related issues.
- Knowledge of substance abuse and mental health counseling theory and techniques.
- Ability to effectively use DSM V terminology and full Axis diagnosis.
- Must possess an Associate level license (LASAC, LAC)
- Licensure (i.e., LPC, LISAC, and LCSW) may substitute for direct experience.

Required Skills/Abilities

- Must have good writing and verbal communication skills. Must be able to effectively communicate with a variety of treatment and criminal justice professionals. Must have good individual, family, and group therapy skills. Ability to perform a variety of case management tasks and duties within the framework stated Crossing Arrows Counseling Services' program and agency policy and procedures.
- Must be able to integrate knowledge of substance abuse treatment into effective therapeutic practice on individual and small group basis. Must be able to use a variety of theory and treatment techniques in providing counseling and treatment to substance involved individuals including those involved in the justice system. Must be able to perform a variety of case management tasks and duties within the framework of stated Crossing Arrows Counseling Services' programs and agency policy and procedures. Ability to relate to diverse populations with co-occurring diagnoses.

Behavioral Health Technician (BHT)

Full Job Description

Status: Full Time/Part Time

Reports to: Clinical Director & Program Manager Department: Program/Direct Care



Job Summary

Under the supervision of the Executive and Clinical Director, the Behavioral Health Technician (BHT) is responsible for maintaining the client activity schedule, observing, and reporting client participation in the program, and assists clients in benefiting from program services through the use of appropriate crisis prevention and de-escalation skills. The BHT documents each shift on client behavior and participation in programming and communicates pertinent client information across shifts and to other members of the multidisciplinary treatment team.

Qualifications

BHT providing services to clients must have the following qualifications:

- A high school diploma or GED, and a combination of behavioral health education and/or work experience totaling a minimum of one year;
- Must be at least 26 years of age;
- Must be able to pass e-verify and background check;
- Must possess current CPR and First Aid certifications Must be able to pass ESR certification program Physical/Emotional Health Requirements:
- Must be without physical or emotional limitation that would impair ability to fulfill the functions of the position, including freedom from substance abuse. The work environment is characteristic of residential behavioral health treatment services. Must be able to stand, sit, and travel to all areas of the facility and meetings as necessary; as well as read, write, and comprehend the English language. Also, must be able to pass a Tuberculosis screening (TB test).

Responsibilities and Duties

The BHT's performance will be rated satisfactory when the employee accomplishes these functions thoroughly and consistently:

- Models appropriate physical and emotional boundaries with clients and co-workers
- Monitors clients continuously and maintains a safe, protective environment for the clients
- Maintains a clean and orderly environment in all client, staff, and facility areas
- Monitors and documents client participation in program activities, as well as client's behaviors and symptomatology
- Adheres to posted client activity schedules and assists clients in participating successfully in each scheduled activity
- Process newly admitted clients into the program and orients new clients to rules and policies and procedures, as well as orienting new clients to the peer group and Staff



- Conducts clothing searches and room/facility searches for contraband per policy and procedures, and as directed by the Manager
- Complies with security procedures to limit and control contraband in client areas and to prevent dangerous behavior as well as AMA clients
- UA appropriate clients following insurance and private pay guidelines
- Assist clients in developing life skills and enhancing social skills
- Facilitates educational groups on chemical dependency, self-esteem, anger management, life skills, social skills, etc.
- Facilitates Step Groups and Evening Review for clients
- Completes client charting and filing when necessary
- Conducts client bed checks/rounds and documents accordingly
- Assist with client wake-up and preparations for the treatment day
- Performs duties as assigned by supervisor
- Follow shift checklist and Daily Guide Reporting Requirements Guidance of Clients
- Develops positive, supportive relationship with clients
- Facilitates client group discussions of topics related to facility safety, communication, and promotion of a therapeutic community
- Conducts 1:1 interviews with clients as needed for purposes of crisis prevention or crisis management or to assist clients in following their established treatment plan
- Assist clients in developing life skills and enhancing social skills
- Implements treatment plan interventions as assigned by therapists
- Facilitates educational groups on chemical dependency, self-esteem, anger management, life skills, social skills, etc.
- Functions as a role model and resource to clients Professional Demeanor:
- Maintains professional and ethical conduct at all times
- Maintains professional appearance and behavior
- Adheres to company dress code
- Attends all required training and maintains all certifications
- Attends all required In Service Education Staffing and Clinical Oversight Staffing
- Upholds the policies and procedures of the agency Treatment Team Participation:
- Demonstrates effective teamwork
- Participates in Performance Improvement activities



- Participates in self-evaluation
- Utilizes all available means to communicate effectively and efficiently with the treatment team
- Pursues established training goals and objectives Electronic Health Record Documentation:
- Adheres to policies and procedures relating to documentation
- Completes shift note documentation according to agency standards;
- Documents client behaviors and symptomatology in the medical record;
- Documents any incidents or unusual occurrences per policy and procedure.

Level of Confidentiality

Under Federal Confidentiality Laws, employees of this agency may not disclose information about clients or employees to anyone outside this organization without the person's prior written consent and may not disclose this information to persons within this agency except on a "need to know" basis. This includes any identifying information concerning current, past, or prospective clients.

Job Types: Full-time, Part-time Schedule:

- 10-hour shift
- 8-hour shift
- Day shift
- Holidays
- Monday to Friday
- Weekend availability Education:
- High school or equivalent (Required) Experience:
- Behavioral Health experience with either children or adults: 1 year (Preferred) License/Certification:
- Driver's License (Preferred)
- CPR Certification (Preferred)
- First Aid Certification (Preferred) Work Location:
- Multiple Locations



Fingerprint Clearance

Crossing Arrows Counseling Services complies with A.R.S. 36-425.03 in regard to fingerprint clearance cards and related documentation. Documentation of fingerprint clearance is required for all personnel members and volunteers. A current fingerprint clearance card must be provided by a personnel member or volunteer before that personnel member or volunteer has interactions with a resident, and a copy of that card must remain on file in his or her staff files for the duration of that file. The care coordinator will visit the Arizona DPS website to check every new hire's fingerprint card application prior to him or her being permitted to work with residents. Newly hired personnel members and volunteers must also submit a signed, notarized ADHS Criminal History Affidavit Form, which shall be given to them as a part of their new hire forms; copies of these forms will be maintained in their staff records. Crossing Arrows Counseling Services shall be responsible for the cost of obtaining a fingerprint clearance card for any personnel member or volunteer for whom such a card is required and who does not already possess one or requires a renewal, provided that the personnel member or volunteer remains at Crossing Arrows Counseling Services for at least one year. However, in the event that a personnel member or volunteer resigns or is terminated before completing one year with Crossing Arrows Counseling Services, the costs related to said card will be deducted from the individual's final paycheck or, for a volunteer, the individual shall be responsible to return the amount incurred to Crossing Arrows Counseling Services.

Subcontractor Policy

Contracted Services The administrator shall ensure that all contracted services are appropriate to the needs of the residents and that any contracted behavioral health service providers have the same qualifications as those that would be necessary if the providers were personnel members employed by the group home. Contracts for all contracted employees shall be created and shall describe the services that the individual will provide. These contracts must be signed by the relevant individual(s) and will be maintained in his or her personnel file. The administrator shall create and maintain a documented list of current contracted services that includes a description of the contracted services provided. This list shall include contracted employees, such as the BHP, registered nurse (RN), and dietitian. The administrator shall add all new contractors to the list and shall review the list annually to verify that all contractors are current.

More information on the AHCCCS Minimum Subcontract Provisional can be found online at <https://www.azahcccs.gov/PlansProviders/Downloads/MSPs100121.pdf>

Subcontract: A Contract between an AHCCCS contracted Managed Care Organization and a third party for the performance of any or all services or requirements specified under the MCO's Contract with AHCCCS and includes any Provider Participation Agreement or Group Biller Agreement with AHCCCS. **Subcontractor:** Any health care provider, group biller, pharmacy benefit manager, administrative services organization or any other third party with



a Contract with the Managed Care Organization for the provision of any or all services or requirements specified under the MCO's Contract with AHCCCS and includes any entity which has a Provider Participation Agreement or Group Biller Agreement with AHCCCS. All providers shall register with AHCCCS as an approved service provider (i.e., AHCCCS registered provider) consistent with provider disclosure, screening, and enrollment requirements (42 CFR 457.1285, 42 CFR 438.608, 42 CFR 455.100-106, 42 CFR 455.400-470). For specific requirements on Provider Enrollment refer to the AHCCCS website.

AWARDS OF OTHER SUBCONTRACTS: AHCCCS and/or the Contractor may undertake or award other contracts for additional or related work to the work performed by the Subcontractor and the Subcontractor shall fully cooperate with such other contractors, Subcontractors or State employees. The Subcontractor shall not commit or permit any act which will interfere with the performance of work by any other Contractor, Subcontractor or State employee. 3. CERTIFICATION OF COMPLIANCE – ANTI- KICKBACK AND LABORATORY TESTING By signing this Subcontract, the Subcontractor certifies that it has not engaged in any violation of the Medicare Anti-Kickback statute (42 USC §§1320a-7b) or the "Stark I" and "Stark II" laws governing related entity referrals (42 USC §1395nn) and compensation there from. If the Subcontractor provides laboratory testing, it certifies that it has complied with 42 CFR 411.361 (42 USC §§1320a-7b, PL 101-239 and PL 101- 432, 42 CFR 411.361).

COMPLIANCE WITH LAWS AND OTHER REQUIREMENTS: The Subcontractor shall comply with all federal, State, and local laws, rules, regulations, standards, and executive orders governing performance of duties under this subcontract, without limitation to those designated within this subcontract. 7. CONFIDENTIALITY REQUIREMENT The Subcontractor shall safeguard confidential information in accordance with Federal and State laws and regulations, including but not limited to: 42 CFR Part 431, Subpart F, Safeguarding Information of Applicants and Beneficiaries; 42 CFR Part 2, Confidentiality of Substance Use Disorder Patient Records; 45 CFR Parts 164, Security and Privacy of Protected Health Information; and A.A.C. R9-22-512, Release of Safeguarded Information.

Resources

Mandated Reporting

The programs of Crossing Arrows Counseling Services shall comply with all legally mandated state reporting requirements regarding suspected child abuse and neglect and the duty to warn third parties.

[Report Child Abuse or Neglect](#)

[Abuse, Neglect, and Exploitation Quick Reference Guide](#)

Arizona Child Abuse Hotline

1-888-SOS-CHILD (1-888-767-2445)



Or contact local law enforcement. Law indicates that a report should be made when there is reason to believe that a child has been abused, is being abused, or is in danger of being abused.

Petitioning

Call the mobile crisis team at 520-622-6000 or dial 911.

Crisis Hotline

Welfare Check	520-791-4444
Pima County Crisis Line	520-622-6000
National Crisis Hotline	800-723-8255
Shelter Hotline	211
Adult Protective Services	877-767-2385
Veterans' Hotline	888-777-4443
Tucson Poison Control Center	1-800-222-1222 (24/7)



AHCCCS Subcontractor Provision (MSPs)

See the next page for the AHCCCS Subcontractor Provision (MSPs)

AHCCCS MINIMUM SUBCONTRACT PROVISIONS

AHCCCS MINIMUM SUBCONTRACT PROVISIONS (MSPs)

For the sole purpose of this document, the following definitions apply:

Subcontract: A Contract between an AHCCCS contracted Managed Care Organization and a third party for the performance of any or all services or requirements specified under the MCO's Contract with AHCCCS and includes any Provider Participation Agreement or Group Biller Agreement with AHCCCS.

Subcontractor: Any health care provider, group biller, pharmacy benefit manager, administrative services organization or any other third party with a Contract with the Managed Care Organization for the provision of any or all services or requirements specified under the MCO's Contract with AHCCCS and includes any entity which has a Provider Participation Agreement or Group Biller Agreement with AHCCCS.

All providers shall register with AHCCCS as an approved service provider (i.e. AHCCCS registered provider) consistent with provider disclosure, screening, and enrollment requirements (42 CFR 457.1285, 42 CFR 438.608, 42 CFR 455.100-106, 42 CFR 455.400-470). For specific requirements on Provider Enrollment refer to the AHCCCS website.

1. ASSIGNMENT AND DELEGATION OF RIGHTS AND RESPONSIBILITIES

No payment due the Subcontractor under this subcontract may be assigned without the prior approval of the Contractor or AHCCCS. No assignment or delegation of the duties of this subcontract shall be valid unless prior written approval is received from the Contractor or AHCCCS.

2. AWARDS OF OTHER SUBCONTRACTS

AHCCCS and/or the Contractor may undertake or award other contracts for additional or related work to the work performed by the Subcontractor and the Subcontractor shall fully cooperate with such other contractors, Subcontractors or State employees. The Subcontractor shall not commit or permit any act which will interfere with the performance of work by any other Contractor, Subcontractor or State employee.

3. CERTIFICATION OF COMPLIANCE – ANTI-KICKBACK AND LABORATORY TESTING

By signing this Subcontract, the Subcontractor certifies that it has not engaged in any violation of the Medicare Anti-Kickback statute (42 USC §§1320a-7b) or the "Stark I" and "Stark II" laws governing related-entity referrals (42 USC §1395nn) and compensation there from. If the Subcontractor provides laboratory testing, it certifies that it has complied with 42 CFR 411.361 (42 USC §§1320a-7b, PL 101-239 and PL 101-432, 42 CFR 411.361).

4. CLINICAL LABORATORY IMPROVEMENT AMENDMENTS OF 1988

The Clinical Laboratory Improvement Amendment (CLIA) of 1988 requires all clinical laboratories and other facilities that test human specimens to obtain either a CLIA Waiver or CLIA Certificate in order to obtain reimbursement from the Medicare and Medicaid (AHCCCS) programs. In addition, they must meet all the requirements of 42 CFR 493.

Pass-through billing or other similar activities with the intent of avoiding the above requirements are prohibited. The Contractor may not reimburse providers who do not comply with the above requirements (CLIA of 1988, 42 CFR 493).

AHCCCS MINIMUM SUBCONTRACT PROVISIONS

5. COMPLIANCE WITH AHCCCS RULES RELATING TO AUDIT AND INSPECTION

The Subcontractor shall comply with all applicable AHCCCS Rules and Audit Guides relating to the audit of the Subcontractor's records and the inspection of the Subcontractor's facilities (A.R.S. §35-214, 42 CFR 431.107). If the Subcontractor is an inpatient facility, the Subcontractor shall file uniform reports and Title XVIII and Title XIX cost reports with AHCCCS.

6. COMPLIANCE WITH LAWS AND OTHER REQUIREMENTS

The Subcontractor shall comply with all federal, State and local laws, rules, regulations, standards and executive orders governing performance of duties under this subcontract, without limitation to those designated within this subcontract.

7. CONFIDENTIALITY REQUIREMENT

The Subcontractor shall safeguard confidential information in accordance with Federal and State laws and regulations, including but not limited to: 42 CFR Part 431, Subpart F, Safeguarding Information of Applicants and Beneficiaries; 42 CFR Part 2, Confidentiality of Substance Use Disorder Patient Records; 45 CFR Parts 164, Security and Privacy of Protected Health Information,; and A.A.C. R9-22-512, Release of Safeguarded Information.

8. CONFLICT IN INTERPRETATION OF PROVISIONS

In the event of any conflict in interpretation between provisions of the Subcontract and the AHCCCS Minimum Subcontract Provisions, the latter shall take precedence.

9. CONTRACT CLAIMS AND DISPUTES

Contract claims and disputes between the Contractor and a Subcontracted provider arising under A.R.S. Title 36, Chapter 29 shall be adjudicated in accordance with AHCCCS Rules, A.R.S. §36-2901 et seq. (for Acute) and A.R.S. §36-2931 et seq. (for ALTCS).

10. DUGLESS DATA REPORTING REQUIREMENTS

For those demographic elements with no identified alternative data source or Social Determinate identifier, AHCCCS created an online portal (DUGless) to be accessed directly by providers for the collection of the remaining data elements for members.

A Subcontracted provider organization that provides data for the DUG as well as all providers who might document or provide these types of data are required to provide the required data via the DUGless portal.

The requirements, definitions, and values for submission of the identified data elements are outlined in the AHCCCS DUGless Portal Guide (DPG). Subcontracted providers must collect the required information and submit the information via the DUGless Portal on the Provider AHCCCS Online. Data and information are recorded and reported to MCOs to assist in monitoring and tracking of the following:

1. Access and utilization of services,
2. Community and stakeholder information,
3. Compliance of Federal, State, and grant requirements,
4. Health disparities and inequities,
5. Member summaries and outcomes,
6. Quality and Medical Management activities, and
7. Social Determinants of Health.

AHCCCS MINIMUM SUBCONTRACT PROVISIONS

11. ENCOUNTER DATA REQUIREMENT

If the Subcontractor is a provider and the Subcontractor does not bill the Contractor (e.g. Subcontractor is capitated), the Subcontractor shall submit encounter data to the Contractor in a form acceptable to AHCCCS.

12. EVALUATION OF QUALITY, APPROPRIATENESS, OR TIMELINESS OF SERVICES

AHCCCS or the U.S. Department of Health and Human Services may evaluate, through inspection or other means, the quality, appropriateness or timeliness of services performed under the Subcontract.

13. E-VERIFY REQUIREMENTS

In accordance with A.R.S. §41-4401, the Subcontractor 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.

14. FEDERAL IMMIGRATION AND NATIONALITY ACT

The Subcontractor shall comply with all federal, state and local immigration laws and regulations relating to the immigration status of their employees during the term of the subcontract. Further, the Subcontractor shall flow down this requirement to all its subcontractors utilized during the term of the contract. The State shall retain the right to perform random audits of Subcontractor and Subcontractor records or to inspect papers of any employee thereof to ensure compliance. Should the State determine that the Subcontractor and/or any of its subcontractors be found noncompliant, the State may pursue all remedies allowed by law, including, but not limited to; suspension of work, termination of the Subcontract for default and suspension and/or debarment of the Subcontractor.

15. FRAUD AND ABUSE

If the Subcontractor discovers, or is made aware, that an incident of suspected fraud or abuse has occurred, the Subcontractor must report the incident to AHCCCS, Office of Inspector General (AHCCCS-OIG) immediately and to the Managed Care Organization. The Subcontractor is prohibited from recouping funds from an improper payment by AHCCCS if fraud, waste, and/or abuse is identified.

AHCCCS/OIG has the sole authority to handle and dispose of any matter involving fraud, waste, and/or abuse. The Subcontractor shall assign to AHCCCS/OIG the right to recoup any amounts overpaid to a provider as a result of fraud, waste, and/or abuse. If the Subcontractor receives anything of value that could be construed to represent the repayment of any amount expended due to fraud, waste and/or abuse, the Subcontractor shall forward that recovery to AHCCCS/OIG within 30 days of its receipt and failure to do so shall be deemed an overpayment subject to set off in the amount received by Subcontractor.

16. MAINTENANCE OF REQUIREMENTS TO DO BUSINESS AND PROVIDE SERVICES

If the Subcontractor is a provider, the Subcontractor shall be registered with AHCCCS and all Subcontractors shall obtain and maintain all licenses, permits and authority necessary to do business and render service under this subcontract and, where applicable, shall comply with all laws regarding safety, unemployment insurance, disability insurance and worker's compensation.

17. NON-DISCRIMINATION REQUIREMENTS

The Subcontractor shall comply with State Executive Order No. 2009-09, which mandates that all persons, regardless of race, age, color, religion, sex, gender, national origin or political affiliation, shall have equal access to employment opportunities, and all other applicable Federal and State laws, rules and

AHCCCS MINIMUM SUBCONTRACT PROVISIONS

regulations, including the Americans with Disabilities Act and Title VI of the Civil Rights Act of 1964. The Subcontractor shall take positive action to ensure that applicants for employment, employees, and persons to whom it provides service are not discriminated against due to race, age, creed, color, religion, sex, national origin or disability (Federal regulations, State Executive Order No. 2009-09).

18. OFF-SHORE PERFORMANCE OF WORK PROHIBITED

Any services that are described in the specifications or scope of work that directly serve the State of Arizona or its clients and involve access to secure or sensitive data or personal client data shall be performed within the defined territories within the borders of the United States. Unless specifically stated otherwise in specifications, this definition does not apply to indirect or “overhead” services, redundant back-up services or services that are incidental to the performance of the contract. This provision applies to work performed by Subcontractors at all tiers.

19. PRIOR AUTHORIZATION AND UTILIZATION MANAGEMENT

If the Subcontractor is a provider, the Subcontractor shall obtain Prior Authorization as required by the Subcontract and AHCCCS Rules and Policies (for members enrolled with a contracted MCO) or AHCCCS Rules and Policies (for members not enrolled with an MCO). In addition, the Subcontractor must cooperate with Utilization Management processes established by the Subcontract and AHCCCS’ Rules and Policies.

20. RECORD RETENTION

The Subcontractor shall maintain books and records relating to covered services and expenditures including reports to AHCCCS and working papers used in the preparation of reports to AHCCCS. The Subcontractor shall comply with all specifications for record keeping established by AHCCCS. All books and records shall be maintained to the extent and in such detail as required by AHCCCS Rules and policies. Records shall include but not be limited to financial statements, records relating to the quality of care, medical records, prescription files and other records specified by AHCCCS.

The Subcontractor agrees to make available at its office at all reasonable times during the term of the Subcontract and the period set forth in this Paragraph 20, Record Retention, any of its records for inspection, audit or reproduction by any authorized representative of AHCCCS, State or Federal government.

The Subcontractor is required to retain records for the longest period of time under applicable state and federal requirements including but not limited to A.R.S. §35-214, §12-2297, 42 CFR 431.17, and 42 CFR 438.3(u). At a minimum records must be retained for five years after completion of the subcontract.

Records which relate to grievances, disputes, litigation or the settlement of claims arising out of the performance of the Subcontract, or costs and expenses of the Subcontract to which exception has been taken by AHCCCS, shall be retained by the Subcontractor for a period of five years after the date of final disposition or resolution thereof unless a longer period of time is required by law (42 CFR 431.17, A.R.S. §41-2548).

21. SEVERABILITY

If any provision of the Subcontract, including these Minimum Subcontract Provisions, is held invalid or unenforceable, the remaining provisions shall continue to be valid and enforceable to the full extent permitted by law.

22. SUBJECTION OF SUBCONTRACT

AHCCCS MINIMUM SUBCONTRACT PROVISIONS

The terms of this Subcontract shall be subject to the applicable material terms and conditions of the contract existing between the Contractor and AHCCCS for the provision of covered services.

23. VOIDABILITY OF SUBCONTRACT

The Subcontract is voidable and subject to immediate termination by AHCCCS upon the Subcontractor becoming insolvent or filing proceedings in bankruptcy or reorganization under the United States Code, or upon assignment or delegation of the Subcontract without AHCCCS' prior written approval.

24. ADULT PROTECTIVE SERVICES (APS) REGISTRY CHECK

Providers are required to conduct a search of the Adult Protective Services (APS) Registry for all personnel (including subcontracted personnel and volunteers) who provide direct services to members in Intermediate Care Facilities for Persons with Intellectual Disabilities (ICF/IIDs), Skilled Nursing Facilities (SNFs), Assisted Living Facilities (ALFs), and Group Homes as well as all subcontracted personnel, including paid family members, who provide direct service to members in their homes and other community based settings. The personnel shall be prohibited from providing services to members if the search of the APS Registry contains any substantiated report of abuse, neglect, or exploitation of vulnerable adults. Providers may choose to allow exceptions to the background requirements for DCWs providing services to family members only as specified in AMPM Policy 1240-A. The search of the APS Registry shall be conducted at the time of hire/initial contract and annually thereafter. (Refer to the Report of the Abuse & Neglect Prevention Task Force to Governor Douglas A. Ducey ((November 1, 2019)) developed in response to Executive Order 2019-03).

25. ABUSE, NEGLECT, AND EXPLOITATION PREVENTION

Medicaid covered institutional, residential, employment, and/or day program providers that provide direct services to Children or Vulnerable Adults, as defined by A.R.S. §46-451(A)(9), shall develop policies, signage, and training aimed at preventing abuse, neglect, and exploitation, as well as reporting and stabilizing incidents. Providers shall implement, disclose, and monitor policies and practices aimed at preventing abuse, neglect, and exploitation, reporting incidents, conducting investigations, and ensuring incident stabilization and recovery. Providers shall post signage on how to anonymously report abuse, neglect, and exploitation and post signage explaining whistleblower protections. All signage shall be appropriate for the setting, culturally appropriate, easy to read, and as accessible as possible for all members, and interpretation shall be available. Posted signage shall be in compliance with any additional AHCCCS issued guidance. In addition to these policies and signage, information regarding abuse, neglect, and exploitation reporting shall be conveyed by providers to served members, families/guardians, and staff through ongoing training and communication mechanisms. Providers shall offer training on the prevention of abuse, neglect, and exploitation. Training shall address retaliation (e.g. harassment or loss of employment) and penalization (e.g. changes to the nature and/or location of services and supports). Providers shall conduct routine testing of staff responses to simulated acts of exploitive, abusive, and neglectful behavior in a manner similar to routine fire and other emergency drills.

The executive officers, managers, and board (if any) of any provider under this section, whether governed by a board or otherwise, shall:

1. Commit to oversight of abuse and neglect prevention, recognition, and reporting,
2. Approve and oversee policies and procedures related to reporting and investigating reports of abuse and neglect, including protections for whistleblowers, and
3. Complete an annual training on abuse and neglect prevention, recognition, and reporting.

AHCCCS MINIMUM SUBCONTRACT PROVISIONS

(Refer to the Report of the Abuse & Neglect Prevention Task Force to Governor Douglas A. Ducey ((November 1, 2019)) developed in response to Executive Order 2019-03).

26. CORPORATE GOVERNANCE FOR PROVIDERS

Corporate Governance applies to providers of services to Children and/or Vulnerable Adults (as defined by A.R.S. §46-451(A)(10)). Providers shall comply with the following standards of good governance:

- A. If the provider has a board, then the board shall:
 - 1. Keep minutes for every meeting of the board. Meeting minutes shall comply with all privacy and confidentiality laws and regulations.
 - 2. Stagger terms for board members. Prior to the appointment or re-appointment of a board member, the board shall consider the diversity of knowledge and experience of its members.
 - 3. Implement and enforce a conflict of interest policy that requires board members to disclose any conflict of interest to the board prior to appointment to the board or as soon as a conflict arises. The policy shall provide for appropriate action by the board in response to an identified conflict of interest that includes requiring the board member to recuse themselves from participation in board discussions or actions and/or removal from the board.
- B. The executive officers, managers, and board (if any) of any provider, whether governed by a board or otherwise, shall review the Provider's financial statements annually and implement measures to ensure the Provider's financial statements are complete, accurate, prepared in accordance with generally accepted accounting principles, and include all necessary disclosures.
- C. Providers shall maintain records, such as policies and procedures, demonstrating compliance with each requirement, to be available for inspection by AHCCCS, for five years. (Refer to the Report of the Abuse & Neglect Prevention Task Force to Governor Douglas A. Ducey ((November 1, 2019)) developed in response to Executive Order 2019-03).

27. INSURANCE AND INDEMNIFICATION

For any Subcontract valued at less than \$50,000.00 for the entire term of the Subcontract, the Subcontractor is required to maintain insurance, at a minimum, as specified below in "27.2 Standard Professional Service Contract – Working with Children and/or Vulnerable Adults - Under \$50,000" subsection. For all other Subcontracts, the Subcontractor is required to maintain insurance, at a minimum, as specified below in "27.1 Standard Professional Service Contract - Working with Children and/or Vulnerable Adults" subsection. See below for subcontractor sexual abuse and molestation insurance requirements. Subcontractor adherence to insurance requirements shall be verified by the Contractor for all existing Subcontracts and as new Subcontracts are initiated.

For Subcontractors working with children or vulnerable adults as defined by A.R.S. §46-451(A)(9), the Contractor shall evaluate as to whether or not to require coverage of sexual abuse and molestation as outlined below.

AHCCCS MINIMUM SUBCONTRACT PROVISIONS

27.1 STANDARD PROFESSIONAL SERVICE CONTRACT – WORKING WITH CHILDREN AND/OR VULNERABLE ADULTS

Indemnification Clause

To the fullest extent permitted by law, Subcontractor shall defend, indemnify, and hold harmless the State of Arizona, and its departments, agencies, boards, commissions, universities, 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 Subcontractor 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 Subcontractor 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 Subcontractor from and against any and all claims. It is agreed that Subcontractor will be responsible for primary loss investigation, defense, and judgment costs where this indemnification is applicable. In consideration of the award of the Subcontract, the Subcontractor 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 Subcontractor for the State of Arizona.

This indemnity shall not apply if the Subcontractor(s) is/are an agency, board, commission or university of the State of Arizona.

Insurance Requirements

Subcontractors shall procure and maintain, until all of their obligations have been discharged, including any warranty periods under this Contract or Subcontract, insurance against claims for injury to persons or damage to property arising from, or in connection with, the performance of the work hereunder by the Subcontractor, its agents, representatives, employees or Subcontractors.

The Insurance Requirements herein are minimum requirements for this subcontract and in no way limit the indemnity covenants contained in this subcontract. The State of Arizona in no way warrants that the minimum limits contained herein are sufficient to protect the Subcontractor from liabilities that arise out of the performance of the work under this subcontract by the Subcontractor, its agents, representatives, employees or Subcontractors, and the Subcontractor is free to purchase additional insurance. The State of Arizona in no way warrants that the minimum limits contained herein are sufficient to protect the Subcontractor from liabilities that arise out of the performance of the work under this Contract or Subcontract by the Subcontractor, its agents, representatives, employees or subcontractors, and the Subcontractor is free to purchase additional insurance.

A. Minimum Scope and Limits of Insurance

Subcontractor shall provide coverage with limits of liability not less than those stated below.

1. Commercial General Liability (CGL) – Occurrence Form

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

General Aggregate

\$2,000,000

AHCCCS MINIMUM SUBCONTRACT PROVISIONS

Products – Completed Operations Aggregate	\$1,000,000
Personal and Advertising Injury	\$1,000,000
Damage to Rented Premises	\$50,000
Each Occurrence	\$1,000,000

- a. The policy shall be endorsed, as required by this written agreement, to include the State of Arizona, and its departments, agencies, boards, commissions, universities, officers, officials, agents, and employees as additional insureds with respect to liability arising out of the activities performed by the Subcontractor, or on behalf of the Subcontractor or Contractor.
- b. Policy shall contain a waiver of subrogation endorsement, as required by this written agreement, in favor of the State of Arizona, and its departments, agencies, boards, commissions, universities, officers, officials, agents, and employees for losses arising from work performed by the Subcontractor, or on behalf of the Subcontractor or Contractor.
- c. For Subcontractors providing direct services to children and/or vulnerable adults (as defined by A.R.S. §46-451(A)(9)), the policy shall include coverage for Sexual Abuse and Molestation (SAM). This SAM coverage may be sub-limited to no less than \$500,000. The limits may be included within the General Liability limit, provided by separate endorsement with its own limits. If you are unable to obtain SAM coverage under your General Liability because the insurance market will not support it, it should it be included with the Professional Liability.
- d. Subcontractors must provide the following statement on their Certificate(s) of Insurance: “Sexual Abuse and Molestation coverage is included” or “Sexual Abuse and Molestation coverage is not excluded.”

2. Business Automobile Liability

Bodily Injury and Property Damage for any owned, hired, and/or non-owned automobiles used in the performance of this Contract or Subcontract. If no automobiles are used in the performance of this Contract or Subcontract, then this is not applicable).

Combined Single Limit (CSL)	\$1,000,000
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- a. Policy shall be endorsed, as required by this written agreement, to include the State of Arizona, and its departments, agencies, boards, commissions, universities, officers, officials, agents, and employees as additional insureds with respect to liability arising out of the activities performed by the Subcontractor, or on behalf of the Subcontractor or Contractor, involving automobiles owned, hired and/or non-owned by the Subcontractor.
- b. Policy shall contain a waiver of subrogation endorsement as required by this written agreement in favor of the State of Arizona, and its departments, agencies, boards, commissions, universities, officers, officials, agents, and employees for losses arising from work performed by the Subcontractor, or on behalf of the Subcontractor or Contractor.

AHCCCS MINIMUM SUBCONTRACT PROVISIONS

3. Workers' Compensation and Employers' Liability

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

- a. Policy shall contain a waiver of subrogation endorsement, as required by this written agreement, in favor of the State of Arizona, and its departments, agencies, boards, commissions, universities, officers, officials, agents, and employees for losses arising from work performed by the Subcontractor or on behalf of the Subcontractor or Contractor.
- b. This requirement shall not apply to each Contractor or Subcontractor that is exempt under A.R.S. §23-901, and when such Contractor or Subcontractor executes the appropriate waiver form (Sole Proprietor or Independent Contractor).

4. Professional Liability (Errors and Omissions Liability)

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

- a. For Subcontractors providing direct services to children and/or vulnerable adults (as defined by A.R.S. §46-451(A)(9)), if SAM coverage is being provided under this policy, then Subcontractors must provide the following statement on their Certificate(s) of Insurance: "Sexual Abuse and Molestation coverage is included" or "Sexual Abuse and Molestation coverage is not excluded." This coverage may be sub-limited to no less than \$500,000.
- b. In the event that the professional liability insurance required by this Subcontract is written on a claims-made basis, Subcontractor warrants that any retroactive date under the policy shall precede the effective date of this Contract and the Subcontract; and that either continuous coverage will be maintained or an extended discovery period will be exercised for a period of two (2) years beginning at the time work under this Contract or the Subcontract is completed, whichever is later.
- c. Policy shall cover professional misconduct or wrongful acts for those positions defined in the Scope of Work of the Contract or Subcontract.

B. Additional Insurance Requirements

The policies shall include, or be endorsed to include, as required by this written agreement, the following provisions:

The Subcontractor's policies, as applicable, shall stipulate that the insurance afforded the Subcontractor shall be primary and that any insurance carried by the Department of Administration, its agents, officials, employees or the State of Arizona shall be excess and not contributory insurance, as provided by A.R.S. §41-621 (E).

AHCCCS MINIMUM SUBCONTRACT PROVISIONS

Insurance provided by the Subcontractor shall not limit the Subcontractor's liability assumed under the indemnification provisions of this Subcontract.

C. Notice of Cancellation

Applicable to all insurance policies required within the Insurance Requirements of this Contract or the Subcontract, Subcontractor's insurance shall not be permitted to expire, be suspended, be canceled, or be materially changed for any reason without thirty (30) days prior written notice the Prime Contractor.

D. Acceptability of Insurers

Subcontractor's insurance shall be placed with companies licensed in the State of Arizona or hold approved non-admitted status on the Arizona Department of Insurance List of Qualified Unauthorized Insurers. Insurers shall have 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 or Subcontractor from potential insurer insolvency.

If the Subcontractor utilizes the Social Service Contractors Indemnity Pool ("SSCIP") or other approved insurance pool for insurance coverage, SSCIP or the other approved insurance pool is exempt from the A.M. Best's rating requirements listed in this section. If the Subcontractor chooses to use SSCIP or another approved insurance pool as its insurance provider, the Subcontract would be considered in full compliance with insurance requirements relating to the A.M. Best rating requirements.

E. Verification of Coverage

The Subcontractor shall furnish the Contractor with certificates of insurance (valid ACORD form or equivalent approved by the State of Arizona) evidencing that Subcontractor has the insurance as required by this Subcontract. An authorized representative of the insurer shall sign the certificates. Subcontractor shall also furnish certificates to AHCCCS if requested.

Each insurance policy required by this Subcontract must be in effect at, or prior to, commencement of work under this Subcontract. Failure to maintain the insurance policies as required by this Subcontract, or to provide evidence of renewal, is a material breach of contract.

All certificates required by this Subcontract shall be sent directly to the Contractor. All Subcontractors are required to maintain insurance and to provide verification upon request. The AHCCCS contract number and project description shall be noted on the certificate of insurance. The State of Arizona and AHCCCS reserve the right to require complete copies of all insurance policies required by this Subcontract at any time.

F. Subcontractors

Subcontractors' certificate(s) shall include all of its subcontractors as insureds under its policies or Subcontractor shall be responsible for ensuring and/or verifying that all of its subcontractors have valid and collectable insurance as evidenced by the certificates of insurance and endorsements for each of its subcontractor. All coverages for subcontractors shall be subject to the Minimum Subcontract Provisions located on the AHCCCS website. AHCCCS reserves the right to require, at any time throughout the life of the Contract or Subcontract, proof from the Subcontractor that its subcontractors have the required coverage.

G. Approval and Modifications

AHCCCS, in consultation with State Risk, reserves the right to review or make modifications to the insurance limits, required coverages, or endorsements throughout the life of this Contract or Subcontract, as deemed necessary. Such action will not require a formal contract or subcontract amendment but may be made by administrative action.

H. Exceptions

In the event the Contractor or Subcontractor(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 Subcontractor(s) is/are a State of Arizona agency, board, commission, or university, none of the above shall apply.

AHCCCS MINIMUM SUBCONTRACT PROVISIONS

STANDARD PROFESSIONAL SERVICE CONTRACT – WORKING WITH CHILDREN AND/OR VULNERABLE ADULTS – UNDER \$50,000

Indemnification Clause

To the fullest extent permitted by law, Subcontractor shall defend, indemnify, and hold harmless the State of Arizona, and its departments, agencies, boards, commissions, universities, 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 Subcontractor 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 Subcontractor 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 Subcontractor from and against any and all claims. It is agreed that Subcontractor will be responsible for primary loss investigation, defense, and judgment costs where this indemnification is applicable. In consideration of the award of the Subcontract, the Subcontractor 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 Subcontractor for the State of Arizona.

This indemnity shall not apply if the Subcontractor(s) is/are an agency, board, commission or university of the State of Arizona.

Insurance Requirements

Subcontractors shall procure and maintain, until all of their obligations have been discharged, including any warranty periods under this Contract or Subcontract, insurance against claims for injury to persons or damage to property arising from, or in connection with, the performance of the work hereunder by the Subcontractor, its agents, representatives, employees or Subcontractors.

The Insurance Requirements herein are minimum requirements for this subcontract and in no way limit the indemnity covenants contained in this subcontract. The State of Arizona in no way warrants that the minimum limits contained herein are sufficient to protect the Subcontractor from liabilities that arise out of the performance of the work under this subcontract by the Sub contractor, its agents, representatives, employees or Subcontractors, and the Subcontractor is free to purchase additional insurance. The State of Arizona in no way warrants that the minimum limits contained herein are sufficient to protect the Subcontractor from liabilities that arise out of the performance of the work under this Contract or Subcontract by the Subcontractor, its agents, representatives, employees or subcontractors, and the Subcontractor is free to purchase additional insurance.

A. Minimum Scope and Limits of Insurance

Subcontractor shall provide coverage with limits of liability not less than those stated below.

1. Commercial General Liability (CGL) – Occurrence Form

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

General Aggregate	\$1,000,000
Products – Completed Operations Aggregate	\$500,000

AHCCCS MINIMUM SUBCONTRACT PROVISIONS

Personal and Advertising Injury	\$500,000
Damage to Rented Premises	\$25,000
Each Occurrence	\$500,000

- a. The policy shall be endorsed, as required by this written agreement, to include the State of Arizona, and its departments, agencies, boards, commissions, universities, officers, officials, agents, and employees as additional insureds with respect to liability arising out of the activities performed by the Subcontractor, or on behalf of the Subcontractor or Contractor.
- b. Policy shall contain a waiver of subrogation endorsement, as required by this written agreement, in favor of the State of Arizona, and its departments, agencies, boards, commissions, universities, officers, officials, agents, and employees for losses arising from work performed by the Subcontractor, or on behalf of the Subcontractor or Contractor.
- c. For Subcontractors providing direct services to children and/or vulnerable adults (as defined by A.R.S. §46-451(A)(9)), the policy shall include coverage for Sexual Abuse and Molestation (SAM). This SAM coverage may be sub-limited to no less than \$250,000. The limits may be included within the General Liability limit, provided by separate endorsement with its own limits. If you are unable to obtain SAM coverage under your General Liability because the insurance market will not support it, it should be included with the Professional Liability.
- d. Subcontractors must provide the following statement on their Certificate(s) of Insurance: "Sexual Abuse and Molestation coverage is included" or "Sexual Abuse and Molestation coverage is not excluded."

2. Business Automobile Liability

Bodily Injury and Property Damage for any owned, hired, and/or non-owned automobiles used in the performance of this Contract or Subcontract. If no automobiles are used in the performance of this Contract or Subcontract, then this is not applicable).

Combined Single Limit (CSL)	\$1,000,000
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3. Workers' Compensation and Employers' Liability

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

- a. Policy shall contain a waiver of subrogation endorsement, as required by this written agreement, in favor of the State of Arizona, and its departments, agencies, boards, commissions, universities, officers, officials, agents, and employees for losses arising from work performed by the Subcontractor or on behalf of the Subcontractor or Contractor.
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4. Professional Liability (Errors and Omissions Liability)

Each Claim	\$ 1,000,000
Annual Aggregate	\$ 1,000,000

- a. For Subcontractors providing direct services to children and/or vulnerable adults (as defined by A.R.S. §46-451(A)(9)), if SAM coverage is being provided under this policy then Subcontractors must provide the following statement on their Certificate(s) of Insurance: "Sexual Abuse and Molestation coverage is included" or "Sexual Abuse and Molestation coverage is not excluded." This coverage may be sub-limited to no less than \$250,000.
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G. Approval and Modifications

AHCCCS MINIMUM SUBCONTRACT PROVISIONS

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