



Director Mark Brnovich

**Problem Gambling
Treatment Assistance Program
Contract**

2013 Provider Application

ARIZONA DEPARTMENT OF GAMING

1110 W. WASHINGTON, SUITE 450
PHOENIX, AZ 85007

www.azgaming.gov

Daniel H. Bergin, Deputy Director

dbergin@azgaming.gov

Leslie Welch, Procurement Manager

lwelch@azgaming.gov

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- h. Individual / Agency Renewal Application
- i. Offer and Acceptance
- j. State of Arizona W-9 Form



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Special Instructions to Offerors

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Daniel H. Bergin, Deputy Director

dbergin@azgaming.gov

Leslie Welch, Procurement Manager

lwelch@azgaming.gov

1. Offeror shall complete*, sign, and submit an original hard copy of the Problem Gambling Treatment Assistance Program Contract Application to:

Arizona Department of Gaming
Attn. Leslie Welch, Procurement/General Services Manager
1110 W. Washington, Ste. 450
Phoenix, AZ 85007

*A complete application includes:
 - a. Complete Individual or Agency Enrollment Form with supporting documentation;
 - b. Certificate(s) of required insurance coverage pursuant to the Special Terms and Conditions;
 - c. One completed and signed 2013 Offer and Acceptance Forms;
 - d. Completed Arizona W9 Form.
2. Multiple Awards-Applicants meeting the requirements will be identified, and multiple awards made where in the best interests of the State.
3. Order of Precedence. In the event of a conflict in the provisions of this Solicitation, the following shall prevail in the order set forth below:
 - 1 Special Terms and Conditions
 - 2 Uniform Terms and Conditions;
 - 3 Statement or Scope of Work;
 - 4 Specifications;
 - 5 Attachments;
 - 6 Exhibits;
 - 7 Special Instructions to Offerors;
 - 8 Uniform Instructions to Offerors.
 - 9 Other documents referenced or included in the Solicitation.
4. Contract Award, Inception and Effective Date-The Contract award, inception and effective date shall be the date that the Procurement Officer signs the Offer and Acceptance form unless another date is specifically stated in the contract or on ProcureAZ.
5. Copies of the completed application and all contract related documents shall be available online at <https://procure.az.gov/bsol/>
6. Questions about this application may be directed to Leslie Welch, Procurement Manager via email at lwelch@azgaming.gov.



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**Problem Gambling
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Program Description

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1110 W. WASHINGTON, SUITE 450
PHOENIX, AZ 85007
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Daniel H. Bergin, Deputy Director
dbergin@azgaming.gov
Leslie Welch, Procurement Manager
lwelch@azgaming.gov

The Arizona State Gaming Agency was established by Laws 1992, Ch 286, § 4 (effective July 1, 1992), A.R.S. § 5-601, within the Arizona Department of Racing, to carry out the responsibilities of the State resulting from the execution of tribal gaming compacts by the Governor pursuant to the Indian Gaming Regulatory Act ("IGRA"), 25 U.S.C. 2000 *et seq.*

Recognizing the growth of Indian gaming in the state and the need for a more specialized and independent regulatory body, the Arizona Legislature passed Laws 1995, Chapter 76, which created the Arizona Department of Gaming ("Department") effective July 13, 1995.

In the November 2002 General Election, the people of Arizona passed Proposition 202. Included in that Proposition was a provision for problem gambling programs.

Pursuant to A.R.S. § 5-601.02(H)(3)(a)(ii), of the monies deposited by the Tribes into the Arizona Benefits Fund, the Department receives two percent (2%) to fund state and local programs for the prevention and treatment of, and education concerning, problem gambling. In addition, for fiscal year 2006 and each fiscal year since, the legislature has appropriated \$300,000 from Lottery revenues to fund problem gambling programs. The Department created the Office of Problem Gambling (OPG) in September 2003, whose duties and responsibilities include:

- A. Providing and supporting problem gambling programs that include prevention, treatment, and education; and
- B. Contracting with behavioral health treatment professionals to provide programs for treating and educating individuals with gambling problems, and preventing further gambling problems; and
- C. Contracting with behavioral health treatment professionals skilled in problem gambling program training to provide training and education to other behavioral health treatment professionals to enable them to provide quality counseling and training to those needing help with gambling problems; and
- D. Monitoring all behavioral health treatment providers and trainers to ensure that they meet the requirements outlined in their respective contracts.

To fulfill these duties in regards to treatment, the Department is making funds available for the statewide provision of outpatient treatment services for problem and pathological gambling. Several contracts will be awarded to meet identified needs across Arizona.



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Minimum Requirements

ARIZONA DEPARTMENT OF GAMING

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dbergin@azgaming.gov

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lwelch@azgaming.gov

GAMBLING TREATMENT COUNSELOR MINIMUM QUALIFICATIONS

Gambling treatment counselors, providing Problem Gambling Treatment services for which reimbursement is sought, shall meet the following requirements:

1. Be licensed in Arizona to engage in the practice of behavioral health.
2. Either:
 - a. Hold a valid NCGC II certification; or
 - b. Have documentation verifying completion of Phase I of Core Training AND providing TAP services under the clinical supervision of an OPG approved clinical supervisor; or
 - c. Have documentation verifying completion of all Core Training hours (Phase I & II) and performance of 200 hours of OPG reimbursed TAP services.



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**Problem Gambling
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Individual Provider Enrollment
Form**
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ARIZONA DEPARTMENT OF GAMING
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PHOENIX, AZ 85007
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Daniel H. Bergin, Deputy Director
dbergin@azgaming.gov
Leslie Welch, Procurement Manager
lwelch@azgaming.gov

**SECTION A
INDIVIDUAL:**

NAME: _____ SOCIAL SECURITY #: _____
first middle last

ADDRESS: _____
city state zip

PHONE: _____ FAX: _____ E-mail: _____

**SECTION B
AGENCY or GROUP PRACTICE:**

AGENCY/PRACTICE NAME _____

FEDERAL TAX ID _____

ADDRESS: _____
city state zip

PHONE: _____ FAX: _____ E-mail: _____

PAYMENT IS TO BE MADE TO: ____ INDIVIDUAL ____ AGENCY / GROUP

SECTION C: Minimum eligibility requirements

PROFESSIONAL LICENSES (Submit copies of all licenses):

LICENSE	LICENSE NUMBER	ISSUING BODY	DATE VALID THROUGH



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Leslie Welch, Procurement Manager
lwelch@azgaming.gov

TRAINING: To qualify you must meet the following provider requirements:

_____ Be licensed in Arizona to engage in the practice of behavioral health;

AND

_____ Document at least 30 classroom hours of gambling specific training (enclose verification of completion) approved by the Office of Problem Gambling. The 30 hours of training must include the following domain areas: 6 hours of basic problem gambling knowledge; 6 hours of assessment of problem gamblers; 6 hours in financial aspects of problem gambling; and 12 hours of individual and group therapy techniques for problem gambling treatment.

OR

_____ Nationally Certified Gambling Counselor II (NCGC II).

SECTION D: Clinical supervision

If the applicant is required to provide TAP services under clinical supervision (as delineated in Section 01 of TAP Provider Manual), the individual must indicate below who will be providing clinical supervision. Note: The individual providing supervision must be someone who is an OPG approved supervisor.

Name of Supervisor: _____ Phone #: _____

Address: _____ E-Mail: _____

Credentials of person providing supervision: _____

Attach a formal letter of agreement, from the supervisor, detailing the agreement for supervision. Include the method and amount of supervision to be provided.

SECTION E: Program information

Respond to the following items. Responses shall include any information about experience and/or expertise that demonstrates ability to provide the services requested. Information submitted under this section will be a significant consideration in the OPG determining the amount of funding potentially available to the applicant over the course of the contract year.

1. Describe the design/proposed design of Treatment Assistance Program services at your agency/practice. Include information about where services will be delivered and any special or unique services that you or your agency will offer.
2. Describe the target population of your proposed service. Include any special populations for which your agency/practice has expertise such as specific age groups, gender, geographic locations, foreign languages, ethnic groups, and presenting problems such as substance abuse, legal issues, etc.
3. Describe how your agency/practice will increase the participation of affected persons in the treatment process for problem gamblers.



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4. Describe how your agency/practice has historically received referrals for problem gambling services and any plans the agency has for maintaining, changing or improving the process should a contract be awarded.

5. Submit professional liability insurance certificate documenting compliance with insurance requirements per Special Terms and Conditions.

NOTICE – VENDOR REGISTRATION

To be eligible for a contract for outpatient services you must be registered with ProcureAZ, the State of Arizona's electronic procurement system. Failure to register with ProcureAZ will prohibit the Department of Gaming from contracting with your agency.

To register, go on the internet to <https://procure.az.gov> (no "www") and follow the directions to register. You will need to register for commodity code 952-08. Please complete this process PRIOR to sending in your application to avoid delays in processing.

I certify that the information provided on this form is true and correct. I will notify the Department's Office of Problem Gambling Treatment Administrator of any additions/changes to the information.

Name (Please print)

Title

Signature

Date



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Agency Enrollment Form
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Leslie Welch, Procurement Manager
lwelch@azgaming.gov

SECTION A – AGENCY INFORMATION

AGENCY/PRACTICE NAME: _____

FEDERAL TAX ID: _____

ADDRESS: _____
city state zip

PHONE: _____ FAX: _____ E-mail: _____

PRINCIPLE NAME: _____

ADDITIONAL SERVICE LOCATION(s) (if different from above):

AGENCY/PRACTICE NAME: _____

ADDRESS: _____
city state zip

PHONE: _____

AGENCY/PRACTICE NAME: _____

ADDRESS: _____
city state zip

PHONE: _____

SECTION B – GAMBLING TREATMENT COUNSELOR INFORMATION

List the names of all staff to be providing TAP services. **Each individual listed must complete a staff enrollment form** and submit all required documentation.

NAME	Position Title



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SECTION C – PROGRAM INFORMATION

Respond to the following items. Responses shall include any information about experience and/or expertise that demonstrates ability to provide the services requested. Information submitted under this section will be a significant consideration in the OPG determining the amount of funding potentially available to the applicant over the course of the contract year.

1. Describe the design/proposed design of Treatment Assistance Program services at your agency/practice. Include information about where services will be delivered and any special or unique services that you or your agency will offer.
2. Describe the target population of your proposed service. Include any special populations for which your agency/practice has expertise such as specific age groups, gender, geographic locations, foreign languages, ethnic groups, and presenting problems such as substance abuse, legal issues, etc.
3. Describe how your agency/practice will increase the participation of affected persons in the treatment process for problem gamblers.
4. Describe how your agency/practice has historically received referrals for problem gambling services and any plans the agency has for maintaining, changing or improving the process should a contract be awarded.
5. Submit professional liability insurance certificate documenting compliance with insurance requirements per the Special Terms and Conditions.

NOTICE – VENDOR REGISTRATION

To be eligible for a contract for outpatient services you must be registered with ProcureAZ, the State of Arizona's electronic procurement system. Failure to register with ProcureAZ will prohibit the Department of Gaming from contracting with your agency.

To register, go on the internet to <https://procure.az.gov> (no "www") and follow the directions to register. You will need to register for commodity code 952-08. Please complete this process PRIOR to sending in your application to avoid delays in processing.

I certify that the information provided on this form is true and correct. I will notify the Department's Office of Problem Gambling Treatment Administrator of any additions/changes to the information.

Name (Please print)

Title

Signature

Date



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**Problem Gambling
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Staff Enrollment Form
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Daniel H. Bergin, Deputy Director
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Leslie Welch, Procurement Manager
lwelch@azgaming.gov

All staff providing TAP services under an agency contract must separately complete this form and submit all required documentation.

SECTION A – INDIVIDUAL INFORMATION

NAME: _____ SOCIAL SECURITY #: _____
first middle last

ADDRESS: _____
city state zip

PHONE: _____ FAX: _____ E-mail: _____

SECTION B – MINIMUM ELIGIBILITY REQUIREMENTS

PROFESSIONAL LICENSES (Submit copies of all licenses):

LICENSE	LICENSE NUMBER	ISSUING BODY	DATE VALID THROUGH

TRAINING: To qualify you must meet the following provider requirements:

_____ Be licensed in Arizona to engage in the practice of behavioral health;

AND

_____ Document at least 30 classroom hours of gambling specific training (enclose verification of completion) approved by the Office of Problem Gambling. The 30 hours of training must include the following domain areas: 6 hours of basic problem gambling knowledge; 6 hours of assessment of problem gamblers; 6 hours in financial aspects of problem gambling; and 12 hours of individual and group therapy techniques for problem gambling treatment.

OR

_____ Nationally Certified Gambling Counselor II (NCGC II)

SECTION D: Clinical supervision

If the individual is required to provide TAP services under clinical supervision (as delineated in Section 01 of TAP Provider Manual), the individual must indicate below who will be providing clinical supervision. Note: The individual providing supervision must be someone who is an OPG approved supervisor.

Name of Supervisor: _____ Phone #: _____

Address: _____ E-Mail: _____

Credentials of person providing supervision: _____

If the supervisor is not a clinical team member of the applying agency, attach a formal letter of agreement, from the supervisor, detailing the agreement for supervision. Include the method and amount of supervision to be provided.



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Special Terms and Conditions
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lwelch@azgaming.gov

1. **General:** Contractor agrees to perform professional services to the Department as set forth in the Scope of Work.
2. **Rates and Expenses:** The Department agrees to pay Contractor for services under this agreement pursuant to the Price Sheet.
3. **Confidentiality:** The Contractor shall establish and maintain procedures and controls that are acceptable to the Department for the purpose of assuring that no information obtained and/or prepared by the Contractor in carrying out its functions under the Contract shall be used by or disclosed by it, its agents, officers, or employees other than to employees of the Department as needed for the performance of its duties under the Contract. Persons requesting such information shall be referred to the Department.
4. **Billing:** Contractor shall prepare monthly billings for services rendered, which shall be submitted to Department on or before the fifteenth (15) day of each month following the month in which services were rendered and approved in accordance with the Office of Problem Gambling, Treatment Assistance Program Provider Manual. These billings will be paid within thirty (30) days following submission of an approved bill. Such billing shall be itemized to the satisfaction of the Department. Because the Department is bound by certain fiscal laws requiring that it only make payment for services rendered or costs incurred during the fiscal year in which the services were performed or costs incurred, Contractor is required to submit a billing for all services performed and not already paid for prior to the close of each fiscal year in which such services were performed. Arizona's fiscal year begins on July 1 and ends on June 30 of each calendar year. Failure of Contractor to submit a bill for services performed will result in Contractor being unable to obtain payment for services incurred during that fiscal year.
5. **Payor of Last Resort:** The State is the payor of last resort for persons defined as eligible for problem gambling treatment assistance and then only if funds have been allocated and made available. The contractor certifies that before billing the State, the contractor shall seek funding for treatment services from the client, the clients other health care providers, insurance, or programs and confirm that no other funding source is available for a client at the time the services are rendered. Contractor will report all other payments received for services as directed by the billing procedures.
6. **Limitation:** Contractor is retained by the Department only for the purposes and to the extent set forth in this agreement. Contractor shall not engage in matters that are adverse to the Department at the same time Contractor is providing services to the Department pursuant to this agreement, unless a written waiver is first obtained from the Department.
7. **Furnishing of Materials:** Contractor shall furnish to Department of Gaming, copies of all material, reports, and correspondence prepared or received in performance hereunder.
8. **Notice:** When notice or correspondence is required to be sent to the Department, it shall be sent to the Department of Gaming, 1110 W. Washington, Ste. 450, Phoenix, Arizona 85007, Attention: Procurement Manager.
9. **Subcontracts:** No subcontracts shall be made by Contractor with any other person for furnishing any work or services under this agreement without prior written approval of the Department.
10. **Other Contracts:** The Department shall have the right to allow other contracts in connection with the work under this agreement, including obtaining identical and/or similar services from other providers at any time in conjunction with, or in replacement of, the Contractor's services.
11. **Amendments:** Any change in the Contract including the Scope of Work described herein, whether by modification or supplementation, must be accomplished by a formal Contract amendment signed and approved by and between the duly authorized representatives of the Contractor and the Department. Any such amendment shall specify an effective date, any increases or decreases in the amount of the contractors' compensation, if applicable, and entitled as a "Contract Amendment", and signed by the parties identified in the preceding sentence. The Contractor expressly and explicitly understands and agrees that no other method and/or no other document, including correspondence, acts, and oral communications by or from any person, shall be used or construed as an amendment or modification or supplementation to the Contract.
12. **Compliance with Statutes:** Contractor shall comply with all applicable federal and state statutes, executive orders and regulations, and other requirements.



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13. **Waiver:** The failure of the Department at any time to require performance of any provision of this agreement shall in no way affect the right of the Department thereafter to enforce such provision; nor shall the waiver of any succeeding breach of such provision act as a waiver of the provision itself.

14. **Termination:** The Department and the Contractor shall have the right to terminate this agreement in whole or in part with or without cause and without penalty or further obligation thirty (30) days following written notice thereof. Contractor will ensure that all persons receiving services under this agreement will either continue to receive needed services without Department reimbursement or are referred to another appropriate provider in accordance with professional ethics and standards. This agreement may be terminated immediately by the Department if the safety of the public is compromised in any way. Contractor shall be paid the agreed compensation for services rendered through the date of termination of this agreement. Contractor shall deliver to the Department all materials, information, and data prepared or acquired by Contractor in performance of this Contract as of the date of termination.

15. **Entire Agreement:** It is expressly agreed that this written agreement embodies the entire agreement of the parties in relation to the subject matter and that no understanding or agreements, verbal or otherwise, exist between the parties.

16. **Independent Contractor:** It is mutually agreed that Contractor shall be an independent Contractor in performance of this agreement and shall not be considered an employee of the State of Arizona by virtue of such agreement.

17. **Term of Contract:** The term of the Contract shall commence upon the date the Procurement Officer signed the Acceptance and remain in effect until March 31, 2013, unless canceled, terminated, or extended by amendment as otherwise provided herein.

18. **Contract Renewal:** The Contract shall not bind, nor purport to bind, the State for any contractual commitment in excess of the original Contract period. The State shall have the right, at its sole option, to renew the Contract for up to four (4) additional periods of one (1) one-year or a portion thereof upon the Contractor's submission of a renewal application, which will be provided by the Department, verifying completion of the requirements found in the Scope of Work. If the State exercises such rights, all terms, conditions, and provisions of the original Contract shall remain the same and apply during the renewal period unless otherwise amended as provided herein.

19. **Insurance Requirements**—Contractor and subcontractors shall procure and maintain until all of their obligations have been discharged, including any warranty periods under this Contract, are satisfied, insurance against claims for injury to persons or damage to property which may arise from or in connection with the performance of the work hereunder by the Contractor, his agents, representatives, employees or subcontractors.

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

A. MINIMUM SCOPE AND LIMITS OF INSURANCE: Contractor shall provide coverage with limits of liability not less than those stated below.

1. Commercial General Liability – Occurrence Form

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

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

a. The policy shall be endorsed to **include coverage for sexual abuse and molestation.**



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b. The policy shall be endorsed to include the following additional insured language: *"The State of Arizona, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees shall be named as additional insureds with respect to liability arising out of the activities performed by or on behalf of the Contractor".*

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

2. Business Automobile Liability

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

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

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

3. Worker's Compensation and Employers' Liability

Workers' Compensation Statutory

Employers' Liability

Each Accident \$ 500,000

Disease – Each Employee \$ 500,000

Disease – Policy Limit \$1,000,000

- a. Policy shall contain a waiver of subrogation against the State of Arizona, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees for losses arising from work performed by or on behalf of the Contractor.
- b. This requirement shall not apply to: Separately, EACH contractor or subcontractor exempt under A.R.S. 23-901, AND when such contractor or subcontractor executes the appropriate waiver (Sole Proprietor/Independent Contractor) form.

4. Professional Liability (Errors and Omissions Liability)

Each Claim \$1,000,000

Annual Aggregate \$2,000,000

- a. In the event that the professional liability insurance required by this Contract is written on a claims-made basis, Contractor warrants that any retroactive date under the policy shall precede the effective date of this Contract; 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 is completed.
- b. The policy shall cover professional misconduct or lack of ordinary skill for those positions defined in the Scope of Work of this contract.

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

1. The State of Arizona, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees wherever additional insured status is required. Such additional insured shall be covered to the full limits of liability purchased by the Contractor, even if those limits of liability are in excess of those required by this Contract.
2. The Contractor's insurance coverage shall be primary insurance with respect to all other available sources.



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Leslie Welch, Procurement Manager
lwelch@azgaming.gov

3. Coverage provided by the Contractor shall not be limited to the liability assumed under the indemnification provisions of this Contract.

C. **NOTICE OF CANCELLATION:** Each insurance policy required by the insurance provisions of this Contract shall provide the required coverage and shall not be suspended, voided, canceled, or reduced in coverage or in limits except after thirty (30) days prior written notice has been given to the State of Arizona. Such notice shall be sent directly to **(State of Arizona Department Representative's Name & Address)** and shall be sent by certified mail, return receipt requested.

D. **ACCEPTABILITY OF INSURERS:** Insurance is to be placed with duly licensed or approved non-admitted insurers in the state of Arizona with an "A.M. Best" rating of not less than A- VII. The State of Arizona in no way warrants that the above-required minimum insurer rating is sufficient to protect the Contractor from potential insurer insolvency.

E. **VERIFICATION OF COVERAGE:** Contractor shall furnish the State of Arizona with certificates of insurance (ACORD form or equivalent approved by the State of Arizona) as required by this Contract. The certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf.

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

All certificates required by this Contract shall be sent directly to **Arizona Department of Gaming, Attn. Procurement Manager at the address listed in the Special Instructions section of this contract.** The State of Arizona project/contract number and project description shall be noted on the certificate of insurance. The State of Arizona reserves the right to require complete, certified copies of all insurance policies required by this Contract at any time. **DO NOT SEND CERTIFICATES OF INSURANCE TO THE STATE OF ARIZONA'S RISK MANAGEMENT DIVISION.**

F. **SUBCONTRACTORS:** Contractors' certificate(s) shall include all subcontractors as insureds under its policies or Contractor shall furnish to the State of Arizona separate certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to the minimum requirements identified above.

G. **APPROVAL:** Any modification or variation from the *insurance requirements* in this Contract shall be made by the Department of Administration, Risk Management Division, whose decision shall be final. Such action will not require a formal Contract amendment, but may be made by administrative action.

H. **EXCEPTIONS:** In the event the Contractor or sub-contractor(s) is/are a public entity, then the Insurance Requirements shall not apply. Such public entity shall provide a Certificate of Self-Insurance. If the contractor or sub-contractor(s) is/are a State of Arizona agency, board, commission, or university, none of the above shall apply.

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



Director Mark Brnovich

**Problem Gambling
Treatment Assistance Program
Contract
Special Terms and Conditions**

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ARIZONA DEPARTMENT OF GAMING

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for primary loss investigation, defense and judgment costs where this indemnification is applicable. In consideration of the award of this contract, the Contractor agrees to waive all rights of subrogation against the State of Arizona, its officers, officials, agents and employees for losses arising from the work performed by the Contractor for the State of Arizona.

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

22. **Licenses:** All gambling treatment counselors providing treatment service under this Contract are required to maintain all relevant license(s) throughout the duration of this Contract. Contractor is required to notify the Department in writing of any disciplinary actions brought by the Board of Behavioral Health Examiners or changes in licensure status. Contractor shall maintain in current status all Federal, State, and local licenses and permits required for the operation of the business conducted by the Contractor.

23. **Health Insurance Portability and Accountability Act of 1996:** The Contractor shall comply with the requirements of the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and its accompanying regulations and all applicable HIPAA requirements in the course of this Contract. Contractor guarantees that it will cooperate with the State in the course of performance of the Contract so that both parties will be in compliance with HIPAA. The Contractor will sign any documents that are reasonably necessary to keep the State and the Contractor in compliance with HIPAA.

24. **Faith-Based Services:** Contractor shall not engage in any inherently religious activities such as prayer, worship, religious instruction, or proselytizing in the course of providing treatment services under this Contract. In addition, Contractor shall not condition receipt of services under this Contract upon a treatment receiver's religion, religious beliefs, or participation in religious activities nor subject them to any coercion to participate in such religious activities. However, Contractor may provide faith-based treatment services under this Contract to those who voluntarily request it.

25. **Applicable Law** – In accordance with ARS § 41-2501, et seq, and AAC R2-7-101, et seq, Contract shall be governed and interpreted by the laws of the State of Arizona and the Arizona Procurement Code.

26. **Non-Availability of Funds** – In accordance with ARS § 35-154, every payment obligation of the State under the Contract is conditioned upon the availability of funds appropriated or allocated for payment of such obligation. If funds are not allocated and available for the continuance of this Contract, this Contract may be terminated by the State at the end of the period for which funds are available. No liability shall accrue to the State in the event this provision is exercised, and the State shall not be obligated or liable for any future payments or for any damages as a result of termination under this paragraph.

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

28. **Conflict of Interest** – In accordance with A.R.S. § 38-511, State may within three years after execution cancel the Contract, without penalty or further obligation, if any person significantly involved in initiating, negotiating, securing, drafting or creating the Contract on behalf of the State, at any time while the Contract is in effect, becomes an employee or agent or any other party to the Contract in any capacity or a consultant to any other party of the Contract with respect to the matter of the Contract.

29. **Non-Discrimination** – In accordance with ARS § 41-1461, Contractor shall provide equal employment opportunities for all persons, regardless of race, color, creed, religion, sex, age, national origin, disability or political affiliation. Contractor shall comply with the Americans with Disabilities Act.

30. **E-Verify** – In accordance with ARS § 41-4401, Contractor warrants compliance with all Federal immigration laws and regulations relating to employees and warrants its compliance with AAC Section A.R.S. § 23-214, Subsection A.

31. **Scrutinized Businesses** – In accordance with ARS § 35-391 and ARS § 35-393, Contractor certifies that the Contractor does not have scrutinized business operations in Sudan or Iran.



Director Mark Brnovich

**Problem Gambling
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Contract
Special Terms and Conditions**

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32. Arbitration – In accordance with ARS § 12-1518, the parties to agree to resolve all disputes arising out of or relating to this Contract through arbitration, after exhausting applicable administrative review except as may be required by other applicable statutes.



Director Mark Brnovich

**Problem Gambling
Treatment Assistance Program
Contract**

Scope of Work
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I. PROGRAM OBJECTIVES

To offer statewide problem gambling treatment services to problem gamblers and those affected by problem gambling as funding allows.

II. KEY WORDS

- A. CEU: Continuing Education Unit; educational units required to maintain licensure, or designation as a gambling treatment counselor.
- B. Continuing Education: Educational opportunities beyond formal education and initial entry level into a profession to enable practitioners to maintain competence, to become aware of new developments and to provide responsible, quality services.
- C. Core Training: Sixty (60) hours of problem gambling specific training that prepares a licensed behavioral health professional to treat treatment assistance program (TAP) clients consisting of Phase I and Phase II training segments as described in the TAP Provider Manual. All training hours claimed as meeting Core Training requirements must be approved by the OPG.
- D. Department: The Arizona Department of Gaming.
- E. Gambling Treatment Counselor: Individual providing direct counseling to clients who meets the requirements specified in this Scope of Work.
- F. NCGC II: Nationally Certified Gambling Counselor II; Certification level offered by the International Gambling Counselor Certification Board.
- G. OPG: The Office of Problem Gambling within the Department.
- H. TAP: Treatment Assistance Program; the name given to the state-funded gambling treatment program.
- I. TAP Provider Manual: A manual of required procedures and forms the OPG provides to each funded gambling treatment Contractor.
- J. Clinical Consultation Call: Facilitated by an OPG approved moderator, clinical consultation calls are designed to develop and enhance the skills of gambling treatment counselors through discussion of pertinent clinical issues and interventions, case presentations and the liaison of agencies to improve case management of clients.

III. GAMBLING TREATMENT COUNSELOR MINIMUM QUALIFICATIONS

Gambling treatment counselors, providing TAP services for which reimbursement is sought, shall meet the following requirements:

- 1. Be licensed in Arizona to engage in the practice of behavioral health.
- 2. Either:
 - a. Hold a valid NCGC II certification; or
 - b. Have documentation verifying completion of Phase I of Core Training AND providing TAP services under the clinical supervision of an OPG approved clinical supervisor; or
 - c. Have documentation verifying completion of all Core Training hours (Phase I & II) and performance of 200 hours of OPG reimbursed TAP services.



Director Mark Brnovich

**Problem Gambling
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Scope of Work
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IV. SPECIFIC REQUIREMENTS FOR OUTPATIENT TREATMENT SERVICES

- A. The Contractor shall ensure gambling treatment counselors:
1. Document completion of 12 hours of problem gambling specific continuing education units every 12 months. If a gambling treatment counselor has not completed the Core Training, continuing education hours must count toward completion of the Core Training. Participation in one OPG approved clinical consultation call may be used for 1 CEU hour up to a maximum of 6 hours to partially meet this requirement.
 2. For contractors who are not issued purchase orders for at least 6 months during a contract year, gambling treatment counselors must document completion of 6 hours of problem gambling specific continuing education units every 12 months. Participation in one OPG approved clinical consultation call may be used for 1 CEU hour up to a maximum of 6 hours to meet this requirement.
- B. Required Services. The Contractor shall provide outpatient services in compliance with the requirements found in the TAP Treatment Provider Manual. Services to be provided include the following:
1. Referrals/Scheduling Clients
The Contractor shall accept referrals for TAP services provided the client has been deemed clinically appropriate to receive services based upon an initial screening and TAP funding is available. Clients shall receive an assessment session as soon as is practical after the date of referral.
 2. Initial Screening
The Contractor or qualified staff shall conduct a brief, initial screening to determine if the individual is appropriate for problem gambling treatment services. The Contractor shall not bill for this screening. Based on this screening, the Contractor will determine if a more extensive assessment is appropriate.
 3. Assessment
The gambling treatment counselor shall complete assessments on all clients deemed appropriate for the service based upon the initial screening. All assessments completed under contract with the OPG shall conform to the requirements delineated in the TAP Treatment Provider Manual.
 4. Individual Counseling
Individual counseling shall consist of a goal-oriented process in which the client is counseled by and in the presence of a gambling treatment counselor, in accordance with the treatment plan, to relieve symptoms and resolve problems related to problem or pathological gambling.



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**Problem Gambling
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Scope of Work
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5. Group Counseling

Group counseling shall consist of activities, directly related to the attainment of objectives as defined in the written treatment plan that the gambling treatment counselor provides to a minimum of two and a maximum of eight clients. Groups exceeding eight clients require pre-approval from the OPG and should only occur under unusual circumstances. If such groups do not consist exclusively of problem gambling clients, the gambling treatment counselor shall demonstrate that problem gambling-specific issues are adequately addressed in each group session and that the gambling treatment counselor conducting the group or groups uses counseling techniques appropriate for use with problem gamblers.

6. Family Counseling

Family counseling shall consist of sessions in which the identified gambler and a minimum of one other person in a committed relationship with the identified gambler, is counseled by a gambling treatment counselor in accordance with the identified client's treatment plan.

7. Crisis Phone Counseling

The Contractor may use crisis phone counseling when the gambling treatment counselor deems a client, who is currently active in the problem gambling treatment program, to be in crisis, and in-person counseling is not possible due to sickness or extenuating circumstances.

8. Referral to 24-hour Behavioral Health Crisis Service

All Contractors shall provide 24-hour-a-day, seven-day-a-week (24/7) referral to 24/7 behavioral health crisis services. The Contractor may accomplish this through agreements with other crisis services, on-call staff, or a substantial equivalent.

9. Brief Relapse Prevention Intervention

Within six months of a client's discharge, a gambling treatment counselor may see the client for brief relapse prevention (1-4 sessions) without necessity of re-enrollment. The gambling treatment counselor shall design these sessions, based on the client's needs, either to prevent relapse or to provide support for returning to treatment goals following a brief slip or relapse. A gambling treatment counselor shall complete a brief reassessment which specifies the presenting problem requiring further services and identifies specific goals for the relapse prevention sessions. The reassessment shall be placed in the client's clinical record along with progress notes on all relapse prevention sessions.

10. Remote Phone Counseling

The gambling treatment counselor may use telephonic counseling as a viable modality in cases where in-person counseling is not practical due to factors such as the client's distance from the treatment facility, a lack of adequate transportation, or the client's incapacity. In such cases, the gambling treatment counselor shall provide the client with an OPG-approved treatment handbook to support and help structure telephonic counseling sessions.



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**Problem Gambling
Treatment Assistance Program
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Scope of Work
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11. Outreach

To assist the OPG in meeting statutory requirements, gambling treatment counselors may provide outreach services specifically designed to educate the public about problem gambling issues and of the availability of OPG services in the community. Outreach services consist of those activities that include the presentation of information in conjunction with the distribution of material on problem gambling and the availability of problem gambling specific services in the community. The OPG will only reimburse for direct face-to-face contact hours and will not reimburse for preparation or travel time. Outreach services for which reimbursement is sought MUST be pre-approved by the OPG in accordance with the procedure outlined in the Provider Manual.

- C. The Contractor shall maintain clinical records in accordance with the requirements found in the TAP Treatment Provider Manual. Contractor shall comply with all local, state and federal laws and regulations in regards to the handling and discharge of all client clinical records. The OPG or its designee shall have access to all clinical records for which TAP reimbursement has been sought for audit purposes.
- D. The Contractor shall provide services to those who meet eligibility criteria for gambling treatment as delineated in the TAP Treatment Provider Manual. All clients clinically eligible to receive services must not be refused services based solely upon their inability to pay for services.
- E. The OPG may require that services which exceed 12 individual therapy sessions or which are provided for longer than a six (6) month period be authorized via a continuing stay review initiated by the OPG. Pre-discharge planning must be evident for authorization of services beyond a continuing stay review.
- F. A client shall be discharged if no treatment activity has occurred for 90 consecutive days.
- G. If Contractor desires to change the location at which the gambling treatment counselor serves problem gamblers under this Contract, the location must be within a reasonable distance of the original location and the Contractor must notify and receive the approval of the OPG at least 15 days before the move takes place.
- H. Client Satisfaction Survey. All clients must be presented a Client Satisfaction Survey Consent Form at intake. If the client grants consent for follow-up, the form must be sent to the OPG in accordance with the process described in the TAP Provider Manual. If the client refuses consent, the consent form must be included in the clinical record with a notation indicating the client refused consent.
- I. TAP Provider Manual. Contractor will maintain compliance with the requirements found in the TAP Provider Manual, and all subsequent updates to the manual.



Director Mark Brnovich

**Problem Gambling
Treatment Assistance Program
Contract**

Price Sheet
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* Department shall pay a Contractor the following fee-for-service rates:

Service:	UOM:	Rate per UOM:
Client Assessment	1	\$225.00
Individual Sessions (Including Brief Relapse Prevention)	Hourly	\$ 90.00
Family Sessions hour	Hourly	\$100.00
Group Sessions	Per Client/Hourly	\$ 35.00
Remote Phone Counseling	Hourly	\$ 91.80
Crisis phone counseling	Hourly	\$ 90.00
Outreach	Hourly	\$ 55.00

* All administrative costs are built into service rates.



Director Mark Brnovich

**Problem Gambling
Treatment Assistance Program
Contract
Agency Renewal Application**

(Page 1 of 2)

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Leslie Welch, Procurement Manager
lwelch@azgaming.gov

SECTION A – AGENCY INFORMATION

AGENCY/PRACTICE NAME: _____

FEDERAL TAX ID: _____ PROVIDER NUMBER: _____

ADDRESS: _____
city state zip

PHONE: _____ FAX: _____ E-mail: _____

PRINCIPLE NAME: _____

SECTION B – GAMBLING TREATMENT COUNSELOR INFORMATION

List the names of all staff to be providing TAP services. **Each individual listed must complete a staff enrollment form** (attached) and submit all required documentation.

NAME	Position Title

SECTION C – PROGRAM INFORMATION

Respond to the following items. Responses should highlight any changes that have occurred to services offered, program design or anticipated changes over the course of the coming contract year. Information submitted under this section will be a significant consideration in the OPG determining the amount of funding potentially available to the applicant over the course of the contract year.



Director Mark Brnovich

**Problem Gambling
Treatment Assistance Program
Contract
Agency Renewal Application**

(Page 2 of 2)

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- A.** Describe any changes in the design of Treatment Assistance Program services at your agency/practice. Include information about changes or additions in locations where services will be delivered. Indicate any special or unique services that you or your agency will offer in the coming contract year.
- B.** Describe any staff changes that have occurred during the course of the current contract and any anticipated staff changes in the coming contract year.
- C.** Describe any barriers your agency/practice has encountered in providing problem gambling services and your efforts to overcome these barriers.
- D.** Describe how your agency/practice has historically received referrals for problem gambling services and any plans the agency has for maintaining, changing or improving the process in the coming contract year.
- E.** Submit professional liability insurance certificate documenting compliance with insurance requirements delineated in the Uniform Terms and Conditions.

Be sure to complete a Staff Re-Enrollment Form for all Staff currently providing services and a Staff Enrollment Form for all new staff providing services under the new contract.

I certify that the information provided on this form is true and correct. I will notify the Office of Problem Gambling Treatment Administrator of any additions/changes to the information.

Name (Please print)

Title

Signature

Date



Director Mark Brnovich

**Problem Gambling
Treatment Assistance Program
Contract
Staff Re-enrollment Form**

(Page 1 of 1)

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All staff continuing to provide TAP services under an agency contract must separately complete this form and submit all required documentation with the renewal application.

SECTION A – INDIVIDUAL INFORMATION

NAME: _____ SOCIAL SECURITY #: _____
first middle last

ADDRESS: _____
city state zip

PHONE: _____ FAX: _____ E-mail: _____

SECTION B – MINIMUM ELIGIBILITY REQUIREMENTS

PROFESSIONAL LICENSES (Submit copies of all licenses):

LICENSE	LICENSE NUMBER	ISSUING BODY	DATE VALID THROUGH

TRAINING: Must have completed 12 hours of problem gambling specific training during the previous 12 months.

Submit copies of certificates of completion for all training claimed.

Title	Provider	Location	Date	Hours

CLINICAL CONSULTATION CALLS: Must attend four clinical consultation calls during the previous 12 months.

Up to six consultation calls can be used for a maximum of six hours of training on a one-to-one basis.

Date Attended	Date Attended	Date Attended	Date Attended	Date Attended	Date Attended

SECTION C: CLINICAL SUPERVISION

If the individual is required to provide TAP services under clinical supervision (as delineated in Section 01 of TAP Provider Manual), the individual must indicate below who will be providing clinical supervision. Note: The individual providing supervision must be someone who is an OPG approved supervisor.

Name of Supervisor: _____ Phone #: _____

Address: _____ E-Mail: _____



Director Mark Brnovich

**Problem Gambling
Treatment Assistance Program
Contract**

Individual Renewal Application

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SECTION A – AGENCY/PRACTICE INFORMATION

AGENCY/PRACTICE NAME: _____

FEDERAL TAX ID: _____ PROVIDER NUMBER: _____

ADDRESS: _____
city state zip

PHONE: _____ FAX: _____ E-mail: _____

PRINCIPLE NAME: _____

SECTION B – MINIMUM REQUIREMENTS

PROFESSIONAL LICENSES (Submit copies of all licenses):

LICENSE	LICENSE NUMBER	ISSUING BODY	DATE VALID THROUGH

TRAINING: Must have completed 12 hours of problem gambling specific training during the previous 12 months.

Submit copies of certificates of completion for all training claimed.

Title	Provider	Location	Date	Hours

CLINICAL SUPERVISION CALLS: Must attend four clinical supervision calls during the previous 12 months.

Up to six consultation calls can be used for a maximum of six hours of training on a one-to-one basis.

Date Attended	Date Attended	Date Attended	Date Attended	Date Attended	Date Attended



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**Problem Gambling
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Individual Renewal Application**

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SECTION C – PROGRAM INFORMATION

Respond to the following items. Responses should highlight any changes that have occurred to services offered, program design or anticipated changes over the course of the coming contract year. Information submitted under this section will be a significant consideration in the OPG determining the amount of funding potentially available to the applicant over the course of the contract year.

- A.** Describe any changes in the design of Treatment Assistance Program services at your agency/practice. Include information about changes or additions in locations where services will be delivered. Indicate any special or unique services that you or your agency will offer in the coming contract year.
- B.** Describe any barriers your agency/practice has encountered in providing problem gambling services and your efforts to overcome these barriers.
- C.** Describe how your agency/practice has historically received referrals for problem gambling services and any plans the agency has for maintaining, changing or improving the process in the coming contract year.
- D.** Submit professional liability insurance certificate documenting compliance with insurance requirements delineated in the Uniform Terms and Conditions.

SECTION D – CLINICAL SUPERVISION

If you are required to provide TAP services under clinical supervision (as delineated in Section 01 of TAP Provider Manual), you must indicate below who will be providing clinical supervision. Note: The individual providing supervision must be someone who is an OPG approved supervisor.

Name of Supervisor: _____ Phone #: _____

Address: _____ E-Mail: _____

I certify that the information provided on this form is true and correct. I will notify the Office of Problem Gambling Treatment Administrator of any additions/changes to the information.

Name (Please print)

Title

Signature

Date



Director Mark Brnovich

**Problem Gambling
Treatment Assistance Program
Contract
2013
Offer and Acceptance**

ARIZONA DEPARTMENT OF GAMING
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OFFER

TO THE STATE OF ARIZONA:

The Undersigned hereby offers and agrees to furnish the material, service or construction in compliance with all terms, conditions, specifications and amendments in the Solicitation and any written exceptions in the offer. Signature also certifies Small Business status.

Arizona Transaction (Sales) Privilege Tax License No.:

Federal Employer Identification No.:

Phone: _____

Fax: _____

Company Name

Signature of Person Authorized to Sign Offer

Address

Printed Name

City

State

Zip

Title

By signature in the Offer section above, the Offeror certifies:

1. The submission of the Offer did not involve collusion or other anticompetitive practices.
2. The Offeror shall not discriminate against any employee or applicant for employment in violation of Federal Executive Order 11246, State Executive Order-99-4 or A.R.S. §§ 41- 1461 through 1465.
3. The Offeror has not given, offered to give, nor intends to give at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to a public servant in connection with the submitted offer. Failure to provide a valid signature affirming the stipulations required by this clause shall result in rejection of the offer. Signing the offer with a false statement shall void the offer, any resulting contract and may be subject to legal remedies provided by law.
4. The Offeror certifies that the above referenced organization is a small business with less than 100 employees or has gross revenues of \$4 million or less.
5. In accordance with A.R.S. §35- 397, the offeror hereby certifies that the Offeror does not have scrutinized business operations in Iran.
6. In accordance with A.R.S. §35- 397, the offeror hereby certifies that the Offeror does not have scrutinized business operations in Sudan.

ACCEPTANCE OF OFFER

The Offer is hereby accepted.

The Contractor is now bound to sell the materials or services listed by the attached contract and based upon the solicitation, including all terms, conditions, specifications, amendments, etc., and the Contractor's Offer as accepted by the State.

This Contract shall henceforth be referred to as Contract No.

_____. The Contractor has been cautioned not to commence any billable work or to provide any material or service under this contract until Contractor receives purchase order, contract release document or written notice to proceed.

**State of Arizona
Awarded this**

_____ day of _____ 20____

Procurement Officer