



BACKGROUND MATERIAL

August 31, 2026

WRITTEN PUBLIC COMMENTS

From: Director AZRSOL <contact@azrsol.org>
Sent: Monday, June 29, 2026 9:07 AM
To: Arizona Sex Offender Management Board
Cc: Katie Hobbs; Kris Mayes
Subject: The Law Promises a Pathway Home. Arizona's Civil Commitment Program Is Not Delivering It.

Categories: Call to the Public Written Comments

Dear Chairwoman Goulden and Members of the Arizona Sex Offender Management Board,

We are writing to you on two matters — one that remains unresolved and one that we believe deserves your urgent attention.

I. An Unanswered Request

Some time ago, we submitted a written request asking that Professor Ira Ellman be invited to address this board. Professor Ellman is a nationally recognized legal scholar and co-author of the widely cited paper "Frightening and High," which systematically dismantled the recidivism statistics that have driven sex offender policy in this country for decades — statistics that courts, including the United States Supreme Court, accepted without scrutiny. He is also an expert on the work of the American Law Institute and its model penal code provisions on sexual assault. These are matters directly relevant to the standards and policies this board develops. We never received a reply to that request — not an acknowledgment, not a denial, not a response of any kind. We raise this not to be adversarial, but because it is emblematic of a larger concern: that voices raising substantive policy questions are being ignored rather than engaged. We respectfully ask that this board commit to responding to formal speaker requests, regardless of outcome.

II. Arizona's Civil Commitment Statute — Is It Being Followed?

We want to draw this board's attention to a serious statutory compliance question regarding Arizona's Sexually Violent Persons civil commitment program at the Arizona State Hospital.

Arizona law is explicit in its intent. Under **ARS §36-3707**, a person committed to the State Hospital as a sexually violent person may be confined only until their mental disorder has so changed that they would no longer be a threat to others if conditionally released or unconditionally discharged. Confinement is not meant to be permanent. It is meant to be treatment-driven and time-limited by clinical progress.

Under **ARS §36-3708**, the hospital is required to conduct an annual examination of every committed person and submit a written report to the court. That report must specifically state whether conditional release to a less restrictive alternative is now in the person's best interest and would adequately protect the community. This is not discretionary. It is a legal mandate — and it is not being followed.

Under **ARS §36-3710 and §36-3711**, the legislature established a detailed, multi-level Less Restrictive Alternative (LRA) framework — a structured pathway from inpatient confinement back into the community, with specific conditions attached at each stage. The legislature did not create this framework as an afterthought. They built it because the statute was designed as a treatment-and-release system, not a system of indefinite civil detention.

So the question this board must ask is: **Is that framework actually being used?**

The Arizona State Hospital's own reporting shows that residents in the civil commitment unit carry average lengths of stay measured in years, with little documented movement through the LRA pipeline. The outcome the statute requires — genuine movement toward conditional release and community reintegration — is not happening. The statute contemplates progress. What we see instead looks much closer to permanent warehousing dressed in the language of treatment.

There is also a cost dimension this board may not have examined. Many individuals confined at the State Hospital remain on active probation. That means a probation officer and a surveillance officer are checking on them inside the hospital — in addition to all hospital staff supervision. If a confined person is granted permission to leave the grounds on a supervised outing — even with a hospital staff member and a hospital surveillance member present — they may still require advance approval from their probation officer, and a surveillance officer may follow them independently. No one appears to have calculated the total cost of this layered, duplicative supervision structure. Arizona is simultaneously funding inpatient civil confinement and a full probation apparatus for the same individuals — individuals who, by the express terms of the statute, should be progressing toward community reintegration.

We want to be clear: we are not arguing that the Arizona State Hospital is unnecessary. For some individuals, inpatient care is the right intervention. But there is a significant difference between a program that is necessary and a program that is working. As currently operated, Arizona's civil commitment program is not following the statute that created it.

III. A Speaker Request: Peter Dross

We are writing to formally introduce Peter Dross and to request that the board invite him to present at an upcoming meeting.

Peter recently retired after a distinguished 32-year career with the **Center for Victims of Torture (CVT)**, the largest organization of its kind in the world, where he served as Vice President of External Relations. In that role, he provided senior leadership to CVT's policy advocacy, fundraising, and communications programs, and led successful legislative and issue advocacy campaigns at both the state and federal levels — campaigns that earned broad, bipartisan support. Peter is not an ideologue. He is a serious, seasoned policy professional with three decades of credibility across the political spectrum.

Peter now facilitates the Government Relations Working Group for the **\$100 Million Committee** — a volunteer group named for the annual cost of Minnesota's sex offense civil commitment program, the Minnesota Sex Offender Program (MSOP). The actual cost of that program in 2026 is **\$126 million per year**.

The \$100 Million Committee supports the central conclusion of a report issued 18 months ago by the **Mitchell Hamline School of Law**: that MSOP is a failed program that has had **no discernible impact on the incidence of sexual violence in Minnesota** and should be carefully closed over a multi-year period — with the funds reinvested in proven and promising approaches to actually preventing sexual violence.

Peter Dross brings to this conversation something rare: deep professional credibility, a commitment to evidence over ideology, and direct experience in building the kinds of bipartisan coalitions that produce lasting policy reform. His perspective on what Minnesota's decades-long experience can teach Arizona is directly relevant to this board's work.

We are formally requesting that the board:

1. Place Peter Dross's name and background on the agenda for discussion at your next meeting;
2. Extend a formal invitation for him to present at an upcoming board meeting; and

3. Provide us with a written response indicating whether and how the board will consider this request.

IV. Closing

Chairwoman Goulden, this board was created to bring accountability, consistency, and evidence-based thinking to one of the most consequential areas of Arizona criminal justice policy. That is a mission we respect and support. But accountability cannot be selective. If Arizona's civil commitment statute is not being followed — if people are being held indefinitely in a system that the legislature designed as a pathway to reintegration — then this board has both the authority and the obligation to say so.

The people confined at the Arizona State Hospital are not abstractions. They are human beings subject to a legal framework that promises them treatment and a pathway home. When that promise goes unkept — year after year, without scrutiny, without data, without public accountability — it is not just a policy failure. It is a failure of the rule of law.

We are asking this board to take that seriously. Invite Peter Dross. Review the statutory compliance questions we have raised. And please — extend the basic professional courtesy of a reply.

Respectfully submitted,

Patricia & Terry Borden, Directors



m: (623) 296-2904 e: contact@azrsol.org
a: PO Box 10551, Phoenix, AZ 85064
w: www.azrsol.org

Donate



w: www.narsol.org

From: Marina Fleetwood <[REDACTED]>
Sent: Wednesday, July 1, 2026 3:29 PM
To: Arizona Sex Offender Management Board
Subject: Why Arizona's Registration Laws Need Reform

Categories: Call to the Public Written Comments

A Real-Life Example of Why Arizona's Registration Laws Need Reform

I would like to share Alan and Kitty's experience with this year's registration process in Yavapai County.

Alan was convicted of a DCAC offense in 1987—nearly 40 years ago. He has remained offense-free ever since. Because his conviction falls under Arizona's current DCAC laws, he is classified as a Level 1 registrant whose information is publicly available online (*although the DCAC designation was created as a sentencing enhancement only — not an indicator of risk.*)

The consequences have been devastating. Neighbors have ostracized them. Realtors have repeatedly contacted them, encouraging them to sell their home. Even the members of their church—a place to feel safe—quit speaking to them. The implication was clear: they weren't wanted

Today, Alan is completely disabled after suffering a massive cerebral stroke. He cannot drive, cannot read well enough to understand the paperwork, and depends entirely on his wife, Kitty, for his daily care.

Last year, the Sheriff's Office came to their home to complete his registration. During that visit, deputies also informed them that several old utility trailers from Alan's former business were still registered in his name. Although Alan no longer drives and only has a state ID card, they required those vehicles to be updated to stay in compliance.

This year, however, Kitty was told she had to transport Alan in person.

They first had to report to the new county jail for photographs and fingerprints. When Kitty handed the officer Alan's state ID card, the officer instructed her to take Alan's cell phone, stating, "***Believe me, I'm doing you a favor because he could be charged with a felony for having a phone on him under ARS §13-2505.***"

No accommodations were made for Alan's disability. Kitty had to manage the wheelchair, hold doors open, and navigate the facility on her own. She was not permitted to accompany him during portions of the process despite his cognitive and physical limitations.

After completing the fingerprinting and photographs, they were required to travel to the old county jail to complete additional paperwork.

Before Alan met with the officer, Kitty reminded Alan to explain that he cannot read and would have difficulty understanding the documents. She described the first officer as intimidating, while the second officer seemed more understanding of the situation and tried to explain each statement.

Kitty also learned that the Sheriff's Office intends to distribute community notification flyers once again throughout their small, rural neighborhood.

This raises an important question:

If the caregiver passes before the registrant (which often happens), many nursing homes will not take in someone on the registry. **Who will care for him? Who will transport him for annual registration?**

What public safety purpose is served by requiring a completely disabled stroke survivor, nearly four decades after his offense and with no subsequent criminal history, to endure this process every year?

At this stage, the burden of registration falls almost entirely on Kitty, his full-time caregiver. She is the one responsible for tracking deadlines, transporting him, assisting with every step of the process, and ensuring compliance. The registration requirement has effectively become an obligation imposed on the caregiver rather than on the registrant.

Many states recognize this reality by providing exemptions or modifying registration requirements for elderly or permanently disabled registrants who pose little or no risk to public safety. Research consistently shows that advanced age and significant physical or cognitive disabilities are associated with an extremely low risk of reoffending. As a result, many states allow qualifying individuals to be removed from the registry or relieve them of ongoing registration obligations when continued registration no longer serves a meaningful public safety purpose.

Arizona should consider similar reforms. At a minimum, lawmakers should examine how many publicly listed Level 1 registrants are elderly, medically incapacitated, or permanently disabled, and whether current registration requirements meaningfully improve public safety in those cases.

Alan's story is not simply about one man. It illustrates the need for a system that balances accountability with compassion, common sense, and the efficient use of law enforcement resources.

And for your son, brother, spouse, child: who will navigate this for them as they age?

Webform submission from: SOMB Call to the Public - Written Public Comment

From Department of Public Safety <do_not_reply@azdps.gov>

Date Sat 7/18/2026 4:15 PM

To Arizona Sex Offender Management Board <AZSOMB@AZDPS.GOV>

Caution: The following message contains information provided by an anonymous user through an online form. Please treat the below message with caution, avoid clicking links, downloading attachments, or replying with personal information.



Arizona Department of Public Safety

2222 W. Encanto Blvd.

Phoenix, AZ 85009

Submitted on Sat, 07/18/2026 - 09:15

Submitted by: Anonymous

Submitted values are:

Your Name

Kris Kinner

Email Address

[REDACTED]

What part of the agenda does your written comment relate to?

An item NOT on the agenda

Please provide your written comment in the field below.

I'm upset that sex offenders on probation are kept on probation even after years of not repeat offending. A friend of mine has asked if he can go to court to ask to be released from probation and the probation officer says she would not support that. I have been my friend's chaperone for many years. I have seen my friend greatly grow in personal awareness and maturity and social skills. I have gone with him on occasion to support his interest in being released from probation. His counselor even asked me on my last several yearly chaperone reviews why he doesn't go to court to be released from probation. When I ask his probation officer about this she says she won't support this action I get the feeling she doesn't even know my friend, he is just another rubber stamped sex offender. Sex offenders are human beings and need to be evaluated individually not just put on a level number for ever and ever. People change a grow and learn if they choose to. My friend has chosen to learn and grow and to become self aware. I know there are sex offenders who will repeat offend all their lives if allowed to. My friend is not one of them. I was a victim of a sex offender as a child and I'm acutely aware of of how damaging this crime can be so I do not treat this lightly nor would I be bringing up this lack of individual awareness on the probation officer's part if I didn't think their rubber stamping of their charges wasn't an issue. The probation system needs to be revamped to extensively train the probation officers to be able to support a sex offender when he or she feels they want to try to petition the court to be removed from probation after going for many many years without reoffending and passing polygraph after polygraph year after year. It seems like the probation officers

fear for their job if they don't keep their charges stuck. I was a women's addiction counselor and also spent a year as a teacher in a prison. I know people can change and I know some won't. I know when working with human beings one must be able to see each person as an individual and not lump all under a single umbrella or category. I want to see the probation system improved to understand and respect that each person can change and grow if they choose to and prove this growth through long term action and behavior. I want them to stop holding a person hostage at an evaluation level number forever if they have grown past that level. I think further training and education needs to be required for probation officers as well as psychological evaluation of those applying to be probation officers. They have a huge responsibility to their charges to support their growth and possible advancement out of the probation system if the sex offender proves they will no longer reoffend through long term action. Thank you

I understand this notice

YES, I Understand this Notice

Arizona Department of Public Safety

2222 W. Encanto Blvd.

Phoenix, AZ 85009

(602) 223-2000

<https://www.azdps.gov/>

Webform submission from: SOMB Call to the Public - Written Public Comment

From Department of Public Safety <do_not_reply@azdps.gov>

Date Wed 7/22/2026 2:56 AM

To Arizona Sex Offender Management Board <AZSOMB@AZDPS.GOV>

Caution: The following message contains information provided by an anonymous user through an online form. Please treat the below message with caution, avoid clicking links, downloading attachments, or replying with personal information.



Arizona Department of Public Safety

2222 W. Encanto Blvd.

Phoenix, AZ 85009

Submitted on Tue, 07/21/2026 - 19:56

Submitted by: Anonymous

Submitted values are:

Your Name

Michelle Stevenson

Email Address

[REDACTED]

What part of the agenda does your written comment relate to?

An item NOT on the agenda

Please provide your written comment in the field below.

Dear Members of the Arizona Sex Offender Management Board,

My name is Michelle Stevenson. I live in Portland, Oregon. My pronouns are she/her. I first came to speak to SOMB, as some of you might remember, to inform about harmful, unethical interactions with a former board member long ago. Then, when that letter was hidden, I came in person to critique some members of the board on their response to my victim-centered activism.

Beth Goulden, chair of the Arizona Sex Offender Management Board, was quoted by Arizona Mirror's Jerod Macdonald-Evoy as saying she had never spoken to any of Morey's "victims/accusers."

But I was called by someone who identified herself as Beth Goulden, chair of the Arizona Sex Offender Management Board on May 5, 2026 at 2:29pm. The call lasted 5 minutes. I have requested a public record from Arizona DPS to know who called me at May 5, 2026 for 5 minutes. My phone records show the number that called me was 602-223-2000.

When I asked the woman who called me if Peter would sue me the woman said, "I don't know. I don't know what

you signed with him.”

I responded, “but it’s all true. It all happened. You can look it up.”

I would like to state that the woman who called me on May 5, 2026 and identified herself as Beth Goulden did not advocate for me and I felt hurt by her.

I guess that woman, whoever she was, mistook me as someone who previously settled with Peter Morey. I want to make sure everyone knows that I have never signed anything with Peter except the regular psychiatrist-patient privacy papers and I think I once signed a release for him to talk to my lawyer about me. The last day I spoke to Peter Morey was the day his doctor license in Oregon was emergency suspended.

The woman who called me on May 5 said she had no idea how Peter Morey got on the board or who appointed him. She said that my letter was the first she had heard of accusations against Peter. She called me about 2-3 hours after I sent the letter to the Sex Offender Management Board which was supposedly when she first found out about the accusations against Peter. She did not sound surprised or interested about the information in my letter. She sounded like she wanted the conversation to end.

Why did the woman who called me from Arizona Department of Safety phone line seem to be thinking I had signed an NDA of some type with Peter? It makes me inclined to disbelieve that SOMB and Montenegro and DPS knew nothing about Peter’s past and it makes me think that other victims/survivors/and ex-wives have signed NDAs with Peter and that some people on the board knew about an NDA when I was called by the woman who identified herself as Beth Goulden, chair of the SOMB.

If anyone thinks they can successfully coerce me into signing an NDA, they don’t know me at all.

I want to make it clear that I’m hurt and re traumatized by how all of this has transpired. Nobody with DPS or the Sex Offender Management Board has reached out to me except for one phone call that is now being denied completely. I didn’t walk into this with much trust in the goodness of government and systems and people; I will likely walk away with even less than the drops of hope and trust I walked in with. I think lack of trust and hope here is a healthy and normal development. Mistrust in situations like this is not pathology; it is common sense. It would be stupid of me to trust untrustworthy people.

Thank you,
Michelle Stevenson

I understand this notice

YES, I Understand this Notice

Arizona Department of Public Safety

2222 W. Encanto Blvd.
Phoenix, AZ 85009

(602) 223-2000

<https://www.azdps.gov/>

Webform submission from: SOMB Call to the Public - Written Public Comment

From Department of Public Safety <do_not_reply@azdps.gov>

Date Fri 7/31/2026 3:07 AM

To Arizona Sex Offender Management Board <AZSOMB@AZDPS.GOV>

Caution: The following message contains information provided by an anonymous user through an online form. Please treat the below message with caution, avoid clicking links, downloading attachments, or replying with personal information.



Arizona Department of Public Safety

2222 W. Encanto Blvd.

Phoenix, AZ 85009

Submitted on Thu, 07/30/2026 - 20:07

Submitted by: Anonymous

Submitted values are:

Your Name

Michelle Stevenson

Email Address

[REDACTED]

What part of the agenda does your written comment relate to?

An item on the Consent or General Session portion of the agenda.

Please provide your written comment in the field below.

Please include this letter as well in the packet to all board members and please email me confirming receipt and that you will include this letter in the informational packet.

Dear Members of the Arizona Sex Offender Management Board,

My name is Michelle Stevenson. My pronouns are she/her. I live in Portland, Oregon and through a series of unfortunate events became personally invested in the happenings of the Arizona Sex Offender Management Board.

I just attended the Thursday, July 30, 2026 subcommittee for Juvenile Standards. To me, it was highly distressing.

The biggest point of concern I had was about children in state care. The discussion in the subcommittee on July 30 was about SOMB legislation mandating psychosexual evaluations to children in state care who had not been convicted of any crime. To me, this is deeply distressing.

Because of personal experience I understand and am deeply concerned about the fact that some children in care

do sexually abuse other children. It is something that impacts me every single day of my life and I appreciate concerns for all children. It is serious.

It is also important that we do not trample on due process rights of vulnerable children. In the Adult Standards Subcommittee all the lawyers agreed that the state cannot compel an adult to take a psychosexual prior to conviction and sentencing as, according to them if I understood them fully as a layman, it would run counter to the right to not self-incriminate and therefore would be unconstitutional.

Children with traditional caregivers are subject to their parents' decisions about whether or not they should take a psychosexual. Traditional caregivers are much more likely to do things in the interest of their child than the state is likely to do things in the interest of foster children. This places foster children in the unfortunate position of fewer due process protections than children with traditional caregivers and adults. These children are also the most likely to have a background of tremendous abuse, these children are the ones who need the most care and protection.

Chairperson Naegele stated he would like to overturn every rock to find juvenile offenders in state care. I find this comment counter to the dignity of the foster children who I love deeply. I understand on a primal level that foster children have been through hell. They do not need an assessment that costs sometimes 30k and runs the risk of inaccurately pegging them as an offender and making them pariah to all foster families.

Chairperson Naegele himself noted that the psychosexuals are not always accurate. He noted that the test ERASOR, authored by his Canadian friend John Whirling, was no longer considered accurate and the tests would need to be administered every six months. Perhaps 10 years from now both the PROFESOR and JSOAP will also no longer be considered accurate. Imagine some sexually abused child getting pegged a sex offender and tested every six months and put into treatment when he/she didn't need it but just needed therapy for their own trauma! For that child, it would be a failure of the state in every way. It would be so much better to just put the child in therapy, be transparent about the history, and provide wrap-around care for the child. That is what the child needs. Permanency, love, appropriate care. These necessities are the fertilizer of healthy childhood growth. Providing these items is helpful and cost-efficient. It isn't helpful for the state to mandate overpriced psychosexuals for every sexually abused foster child who acts out sexually.

As an aside, it pains me deeply that the person I first came to SOMB about is also the person who would have spoken up for these vulnerable children in state care. I am certain he would have brought up their due process rights. I'm aware of the irony. It doesn't change my concerns around that person.

I implore the Juvenile Standards Subcommittee to invite the DCS Ombudsman to speak to the board on this matter as well as to invite foster children advocates, foster families and foster children. In Oregon I have availed myself many times of the Foster Care Ombudsman and while the foster care system here is terrible, there are glimmerings of light in the wreck of a system. I hope you will do the same with your Arizonan DCS Ombudsman. Perhaps you can even have an entire listening session just listening to them so that they feel seen, heard, and loved and so you can act on their concerns and needs in deep respect for their humanity. I think it would mean the world to them.

I leave you now with the Arizonan Bill of Rights for Foster Children. I hope each of you will read it over and not just follow the law like a soulless to-do list, but honor that each of these foster children are deeply valuable, deserving of love, and deserving of the same rights to dignity, respect, and due process as you and I.

Thank you,
Michelle Stevenson

1. To appropriate care and treatment in the least restrictive setting available that can meet the child's needs according to the best judgment of the foster parent.
2. To live in a safe, healthy and comfortable placement where the child can receive reasonable protection from harm and appropriate privacy for personal needs and where the child is treated with respect.
3. To be placed with a relative when such placement is in the best interest of the child.
4. To be placed with or in close proximity to the child's siblings when possible and to visit and have contact with siblings and family members when it is in the best interest of the child.
5. To know why the child is in foster care and what will happen to the child and to the child's family, including siblings, and case plans.
6. Whenever possible, to be placed with a foster family that can accommodate the child's communication needs.
7. To be disciplined in a manner that is appropriate to the child's level of maturity and not be subjected to physical discipline methods.
8. To attend community, school, extracurricular and religious services and activities of the child's choice to the extent that it is appropriate for the child, as planned and discussed with the child's placement worker and caseworker and based on caregiver ability if transportation is available through a responsible party.
9. To go to school and receive an education that fits the child's age and individual needs. If remaining in the child's current school is not in the child's best interest, the child has the right to be enrolled in the least restrictive school available.
10. To training in personal care, hygiene and grooming.
11. To clothing that fits comfortably and is adequate to protect the child against natural elements such as rain, snow, wind, cold and sun.
12. To have personal possessions at home and to acquire additional possessions within reasonable limits, as planned and discussed with the child's foster parent, placement worker and caseworker, and based on caregiver ability.
13. To personal space, preferably in the child's foster home bedroom for storing clothing and belongings.
14. To healthy foods in healthy portions that are appropriate for the child's age.
15. To comply with any approved visitation plan, and to have any restrictions explained to the child in a manner and level of details deemed age appropriate by the foster parent in agreement with the caseworker and documented in the child's record.
16. If the child is six years of age or older, to receive contact information for the child's caseworker, attorney or advocate and to speak with them in private if necessary.
17. To be represented by an attorney in all proceedings initiated pursuant to this title.
18. To participate in age appropriate child's service planning and permanency planning meetings and to be given a copy or summary of each service plan and service plan review. The child may request someone to participate on the child's behalf or to support the child in this participation.
19. To attend the child's court hearing and speak to the judge.
20. To have the child's records and personal information kept private and discussed only when it is about the child's care except the foster parent shall have full access to the records to determine if the child will be successful in the home. During the foster placement, if the foster parent requests to view the record on experiencing problems with the child's adjustment, the full record shall be made available for viewing by the foster parent.
21. To receive medical, dental, vision and mental health services and to be informed about diagnoses and treatment options as is developmentally appropriate.
22. To be free of unnecessary or excessive medication.
23. To receive emotional, mental health or chemical dependency treatment separately from adults who are receiving services, as planned and discussed with the child's placement worker and caseworker, as is financially reasonable for the foster parent.
24. To report a violation of personal rights specified in this section without fear of punishment, interference, coercion or retaliation, except that an appropriate level of punishment may be applied if the child is proven to have maliciously or wrongfully accused the foster parent.
25. To be informed in writing of the name, address, telephone number and purpose of the Arizona protection and advocacy system for disability assistance.
26. To understand and have a copy of the rights listed in this section.

B. A child in foster care or kinship foster care who is at least fourteen years of age has the following rights:

1. To attend preparation for adult living classes and activities as appropriate to the child's case plan, as is financially reasonable for the foster parent.
2. To a transition plan that includes career planning and assistance with enrolling in an educational or vocational job training program.
3. To be informed of educational opportunities, including information regarding assistance and funding for postsecondary and vocational education.
4. To assistance in obtaining an independent residency when the child is too old to remain in foster care from the child's caseworker, attorney or advocate.
5. To request a court hearing for a court to determine if the child has the capacity to consent to medical care that is directly related to an illness, disease, deformity or other physical malady.
6. To receive help with obtaining a driver license, social security number, birth certificate or state identification card and credit reports with assistance in interpreting the reports and resolving inaccuracies in the report. The foster parent shall have discretion to determine if the child is responsible and mature enough to become a licensed driver.
7. To receive necessary personal information within thirty days after leaving foster care, including the child's birth certificate, immunization records and information contained in the child's education portfolio and health passport.
8. To participate in or reenter extended foster care when the child is at least eighteen and under twenty-one years of age pursuant to section 8-521.02.

C. The department shall provide information regarding a child's rights pursuant to this section and assistance in understanding and enforcing these rights to each child who enters foster care or kinship foster care or when there is a change in the child's foster care plan. The information shall also include the telephone number and email address of the department, the child's assigned case manager, the department's office of the ombudsman and the ombudsman-citizens aide. A copy of these rights shall be posted in a conspicuous place in all foster care and group homes.

D. If a child who is in foster care or kinship foster care believes that the child's rights under this section have been violated, the child or the child's representative may:

1. File a complaint with the department, the department's office of the ombudsman or the ombudsman-citizens aide pursuant to section 41-1376. A formal grievance may be initiated with the ombudsman at any time.
2. Notify the juvenile court in the child's ongoing dependency, severance or adoption proceeding, either orally or in writing, that the child's rights are being violated and request appropriate equitable relief. The court shall act on the notification as necessary within its discretion to promote the best interest of the child.

I understand this notice

YES, I Understand this Notice

Arizona Department of Public Safety

2222 W. Encanto Blvd.

Phoenix, AZ 85009

(602) 223-2000

<https://www.azdps.gov/>

From: Jenna Mitchell
Sent: Thursday, July 30, 2026 9:37 AM
To: Arizona Sex Offender Management Board
Subject: FW: Letter To the Sex Offender Management Board

Categories: Background Material for Board Packet

From: AMANDA ADKINS [REDACTED]
Sent: Wednesday, July 29, 2026 4:01 PM
To: Jenna Mitchell <JMitchell@AZDPS.GOV>
Subject: Fwd: Letter To the Sex Offender Management Board

Hello,

I recently received the email below and have not yet responded. Would you prefer to address this person directly? If you would like me to respond instead, my message would be that I am not able to confirm what each board member did or did not receive individually. However, anything submitted through the website would have been made available to all board members.

Please let me know how you'd like to proceed. Thank you for your time.

Respectfully,



Amanda [REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]
Phone: [REDACTED]
[REDACTED]
Website: corrections.az.gov

----- Forwarded message -----

From: Michelle Stevenson [REDACTED]
Date: Tue, Jul 28, 2026 at 10:43 PM
Subject: Letter To the Sex Offender Management Board
To: [REDACTED]

Dear Amanda Adkins,

I am Michelle Stevenson who spoke on June 22 at the Sex Offender Management Board. I understand that the

August 3 meeting is cancelled for the Sex Offender Management Board. I sent in a letter to be public for the August 3 meeting but I don't know if it is getting to all the board members. I was also signed up to speak to try and make sure my information and letter would get out. Can you send this letter to the rest of the board? Below please see the letter.

Thanks,
Michelle Stevenson

"Dear Members of the Arizona Sex Offender Management Board,

My name is Michelle Stevenson. I live in Portland, Oregon. My pronouns are she/her. I first came to speak to SOMB, as some of you might remember, to inform about harmful, unethical interactions with a former board member long ago. Then, when that letter was hidden, I came in person to critique some members of the board on their response to my victim-centered activism.

Beth Goulden, chair of the Arizona Sex Offender Management Board, was quoted by Arizona Mirror's Jerod Macdonald-Evoy as saying she had never spoken to any of Morey's "victims/accusers."

But I was called by someone who identified herself as Beth Goulden, chair of the Arizona Sex Offender Management Board on May 5, 2026 at 2:29pm. The call lasted 5 minutes. I have requested a public record from Arizona DPS to know who called me at May 5, 2026 for 5 minutes. My phone records show the number that called me was 602-223-2000.

When I asked the woman who called me if Peter would sue me, the woman said, "I don't know. I don't know what you signed with him."

I responded, "but it's all true. It all happened. You can look it up."

I would like to state that the woman who called me on May 5, 2026 and identified herself as Beth Goulden did not advocate for me and I felt hurt by her.

I guess that woman, whoever she was, mistook me as someone who previously settled with Peter Morey. I want to make sure everyone knows that I have never signed anything with Peter except the regular psychiatrist-patient privacy papers and I think I once signed a release for him to talk to my lawyer about me. The last day I spoke to Peter Morey was the day his doctor license in Oregon was emergency suspended.

The woman who called me on May 5 said she had no idea how Peter Morey got on the board or who appointed him. She said that my letter was the first she had heard of accusations against Peter. She called me about 2-3 hours after I sent the letter to the Sex Offender Management Board which was supposedly when she first found out about the accusations against Peter. She did not sound surprised or interested about the information in my letter. She sounded like she wanted the conversation to end.

Why did the woman who called me from Arizona Department of Safety phone line seem to be thinking I had signed an NDA of some type with Peter? It makes me inclined to disbelieve that SOMB and Montenegro and DPS knew nothing about Peter's past and it makes me think that other victims/survivors/ex-wives have signed NDAs with Peter and that some people on the board knew about an NDA when I was called by the woman who identified herself as Beth Goulden, chair of the SOMB.

If anyone thinks they can successfully coerce me into signing an NDA, they don't know me at all.

I want to make it clear that I'm distraught and traumatized by how all of this has transpired. Nobody with DPS or

the Sex Offender Management Board has reached out to me except for one phone call that is now being denied completely. I didn't walk into this with much trust in the goodness of government and systems and people; I will likely walk away with even less than the drops of hope and trust I walked in with. I think lack of trust and hope here is a healthy and normal development. Mistrust in situations like this is not pathology; it is common sense. It would be stupid of me to trust untrustworthy people.

Thank you,
Michelle Stevenson

Sent from my iPad

This email contains information that is intended only for the person(s) to whom it is addressed. If you received this communication in error, please do not retain it or distribute it and notify the sender immediately.

RE: Dan Caputo - Lying Polygraph Examiner

From Arizona Sex Offender Management Board <AZSOMB@AZDPS.GOV>
Date Tue 8/18/2026 7:57 PM
To >

Thank you for your email. This message confirms that your correspondence has been received by the Arizona Sex Offender Management Board Staff. Please be advised that your email will be included as part of the public written comments for the Board’s consideration. Arizona Sex Offender Management Board Staff does not provide individual responses to submitted emails.

From: >
Sent: Thursday, August 13, 2026 11:17 PM
To: Arizona Sex Offender Management Board <AZSOMB@AZDPS.GOV>
Subject: Dan Caputo - Lying Polygraph Examiner

To The Arizona Sex Offender Management Board (AZSOMB,)

My name is Jackson Ford, and I write to you today as a concerned citizen. I was excited to hear about the formation of this board, as I have repeatedly attempted to address this matter through other entities, unfortunately to no avail.

Although I am not personally a sex offender, I have come across an issue which I feel is unfair to anybody taking a polygraph examination by an individual named Daniel “Dan” Caputo, whether it be in the Pre-Employment or Post-Conviction Sex Offender Testing (PCSOT) sphere. Obviously, for the purposes of this board, I will limit my input to the relevance of his testing as it relates to PCSOT polygraph exams.

On March 5th, 2021, The Arizona Administrative Office of the Courts (AOC) released a damning, nineteen (19) page Contract Compliance Evaluation Report detailing Caputo’s litany of failures in his providing of PCSOT polygraph examinations to *juvenile* examinees. This report's (linked in full to this email) “Findings” section begins by stating that on September 28th, 2020, Caputo submitted an “Annual Confirmation of Contract Requirements” rather than the “Contract Compliance Evaluation Requirements,” and thus, much of the Contract’s important stipulations could not be confirmed. When one considers the fact that Caputo submitted a different document than the one that was sent to him for review, it would appear as though he was attempting to practice chicanery from the outset of the Contract Compliance Evaluation process.

As can be seen in these sections of the report, Caputo was cited for being non-compliant in multiple sections relating to the quality and timeliness of his work (amongst a multitude of other issues.)

Report the result of the examination either verbally (phone call) or in writing (encrypted email, fax or letter) to the referring probation department, within 24 hours of the examination	N
--	---

Does the Report include the following info: i. The date of the examination, including the beginning and ending time ii. Name of person requesting examination iii. Reason for referral / issues to be addressed iv. Name and birthdate of juvenile v. Type of court supervision vi. Date of last clinical polygraph examination vii. The juvenile's current mental health diagnosis, if applicable and the following:	N
--	---

Northland Investigations, LLC
Contract Compliance Evaluation Report

A. level of functioning
B. any reported trauma history
C. current prescribed and non-prescribed medications
D. the report must address how these factors may affect the polygraph outcome
viii. Case background information
ix. Examination questions and answers
x. Statements made by the examinee during the pre-test and post-test interviews
Does report include all elements noted above?

All of the client files were missing documentation that the reports were disseminated to the Court, probation department and/or treatment provider within 30 days of the referral. The client files were also missing documentation that results of the examination either verbally (phone call) or in writing (encrypted email, fax or letter) to the referring probation department, within 24 hours of the examination.

There was no documentation in the client files of the reason for the examination and specific issues related to treatment to be addressed prior to completing the polygraph. Most reports included the client’s opinion of their level of functioning such as “He relayed that he does not suffer from any significant medical conditions and that he felt “good” in terms of his overall health.” It was rare to see a diagnosis of the client based on professional information. Some polygraph reports for some clients in 2020 had the statement “Based on Psychiatric Progress Note conducted by YDI and the suitability assessment conducted by this examiner, there are no identified contraindications for use of polygraph examinations for this client.”

A written report containing a factual and objective account of all pertinent information developed during the examination shall be submitted within thirty (30) business days of the referral to the probation department.	N
--	---

Fast forward to early 2024, as part of the Maricopa County Adult Probation Department’s Bid 240138, which opened on February 8th, 2024, and closed on March 7th, 2024, Caputo submitted a bid for Post-Conviction Sex Offender Treatment (PCSOT) polygraph examinations on behalf of his personal company, Northland Investigations LLC. As part of this bid, Caputo submitted a Response to Offero’s Questionnaire (Exhibit C), in which he was asked: "Have you ever received any Demand for Assurance or any other official letters/documents regarding your code of ethics, quality, or timeliness of work? How did you respond and what was your corrective action?" Caputo responded to this question by answering: "No, I have never received a Demand for Assurance or any other official letters/documents regarding the code of ethics, quality, or timeliness of my work." (See attachment)

2. Have you ever received any Demand for Assurance or any other official letters/documents regarding your code of ethics, quality, or timeliness of work? How did you respond and what was your corrective action?

No, I have never received a Demand for Assurance or any other official letters/document regarding the code of ethics, quality, or timeliness of my work.

However, as I outlined above, this is blatantly untrue. The AOC cited Caputo as being non-compliant on both the quality *and* timeliness of his work, meaning that his answer to this question should have been “yes,” and the contents of this report should have been disclosed to the Maricopa County Adult Probation Department.

It should also be noted that Caputo was selected to serve as the Arizona Department of Public Safety’s “Polygraph Unit Supervisor,” at a salary of \$138K, less than one (1) year after this document was published. The Arizona Department of Public Safety has refused to comment as to whether they were aware of this document before hiring Caputo, or if he was dishonest in the hiring process with them as well. Regardless, he has seemingly faced no discipline from them for lying on official documents while serving as an employee of the Department.

Furthermore, while serving as the Arizona Department of Public Safety’s “Polygraph Unit Supervisor,” Caputo also signed a contract to conduct PCSOT polygraph examinations for Yavapai County beginning in May 2024. (Full contract is attached to this email.) When myself, and other involved parties, became concerned about a potential conflict-of-interest, I submitted a Public Records Request to the Yavapai County Adult Probation Department, inquiring as to whether they were aware of Caputo’s employment with the Arizona Department of Public Safety. After filing this request, the Chief of the Yavapai County Adult Probation Department, a gentleman named Bryan Prieto, informed me that “At the time this provider agreed to provide services, it was the understanding of the YCAPD that the vendor had no association or direct affiliation with the Arizona Department of Public Safety.” (See attachment)

20240830114012439.pdf

 Done

Was Yavapai county informed of this vendor’s association with the Arizona Department of Public Safety (DPS,) and if so, did they find it a conflict of interest?

At the time this provider agreed to provide services, it was the understanding of the YCAPD that the vendor had no association or direct affiliation with the Arizona Department of Public Safety.

If you have any further questions, don’t hesitate to contact us at (928) 771-3332.

We appreciate your inquiry.

Sincerely,



Bryan N. Prieto
Chief

Yavapai County Adult Probation Department

This would again appear to indicate that Caputo blatantly lied about, misled, or, at the very least, was not completely transparent regarding his employment with the Arizona Department of Public Safety.

Considering the fact that Dan Caputo has lied on multiple procurement documents as it relates to PCSOT testing, I find it completely unfair that probationers (or job applicants) are expected to be completely honest and forthcoming with him, and to have so much of their livelihoods depend on his “professional opinion.”

I attempted to raise this concern to the Arizona Polygraph Association (AzPA) in a June 2nd, 2025, email, but after initially acknowledging receipt of my complaint, they failed to provide me with any disposition. (See attachments)

Jackson Ford

June 2nd, 2025

Arizona Polygraph Association
P.O. Box 10583
Scottsdale, AZ 85252

To the Arizona Polygraph Association (AZPA),

My name is Jackson Ford, and I'm writing to submit a formal complaint against AZPA member, and Board Member, Dan Caputo. I assert that Caputo has violated **Article III, Subsection(s) 2 and 5** of the AZPA's bylaws. These bylaws are outlined as follows:

2. Maintain the highest standards of professional, moral, and ethical conduct
5. Refrain from false or misleading advertisement, statements, and from public criticism of fellow members.

As part of the Maricopa County Adult Probation Department's Bid 240138, which opened on February 8th, 2024, and closed on March 7th, 2024, Caputo submitted a bid for Post-Conviction Sex Offender Treatment (PCSOT) polygraph examinations on behalf of his personal company, Northland Investigations LLC. As part of this bid, Caputo submitted a Response to Offeror's Questionnaire (Exhibit C), in which he was asked: "Have you ever received any Demand for Assurance or any other official letters/documents regarding your code of ethics, quality, or timeliness of work? How did you respond and what was your corrective action?" Caputo responded to this question by answering: "No, I have never received a Demand for Assurance or any other official letters/documents regarding the code of ethics, quality, or timeliness of my work." (See attachment)

2.Have you ever received any Demand for Assurance or any other official letters/documents regarding your code of ethics, quality, or timeliness of work? How did you respond and what was your corrective action?

No, I have never received a Demand for Assurance or any other official letters/document regarding the code of ethics, quality, or timeliness of my work.

However, I was recently provided with documentation from the Arizona Administrative Office of the Courts (AOC), which reveals that Caputo's aforementioned statement was verifiably untrue, and knowingly so. In early 2021, while Caputo was contracted with the AOC, the department issued a Contract Compliance Evaluation Report, which found that Caputo was largely "out of compliance and requiring action" on a number of key aspects of the contract. In perusing this document, it appears (but is not necessarily proven) that Caputo terminated the contract rather than having to submit a plan of correction for multiple aspects of the contract.

Report the result of the examination either verbally (phone call) or in writing (encrypted email, fax or letter) to the referring probation department, within 24

N

Hello Mr. Ford,

Thank you for detailed email and complaint notification. President Jacobs is investigating this allegation/incident for the AzPA.

Thank you,
Daniel

Daniel Bionci, A6341
Polygraph Examiner - Background Investigator
Phoenix Police Department
Employment Services Bureau

PRIDE
Protection | **R**espect | **I**ntegrity | **D**edication | **E**xcellence

On March 11th, 2026, I attempted to raise this concern to James Hanratty, who I believe sits on this board. He never replied to my email.

Hi Mr. Hanratty,

I noticed that you're employed by the Judicial Branch of Maricopa County as a polygraph examiner. Unfortunately, I noticed that one of the contractors for Post-Conviction Sex Offender Treatment (PCSOT) polygraph examinations, Dan Caputo, was dishonest in the procurement process with Maricopa County.

As you can see in these attachments, Caputo lied about, and withheld, the existence of a lengthy Contract Compliance Evaluation Report, which demonstrated his multitude of shortcomings in his providing of PCSOT polygraph examinations to *juvenile* applicants.

2.Have you ever received any Demand for Assurance or any other official letters/documents regarding your code of ethics, quality, or timeliness of work? How did you respond and what was your corrective action?

No, I have never received a Demand for Assurance or any other official letters/document regarding the code of ethics, quality, or timeliness of my work.

All of the client files were missing documentation that the reports were disseminated to the Court, probation department and/or treatment provider within 30 days of the referral. The client files were also missing documentation that results of the examination either verbally (phone call) or in writing (encrypted email, fax or letter) to the referring probation department, within 24 hours of the examination.

There was no documentation in the client files of the reason for the examination and specific issues related to treatment to be addressed prior to completing the polygraph. Most reports included the client's opinion of their level of functioning such as "He relayed that he does not suffer from any significant medical conditions and that he felt "good" in terms of his overall health." It was rare to see a diagnosis of the client based on professional information. Some polygraph reports for some clients in 2020 had the statement "Based on Psychiatric Progress Note conducted by YDI and the suitability assessment conducted by this examiner, there are no identified contraindications for use of polygraph examinations for this client."

Does the Report include the following info:

i. The date of the examination including the

As the son of United States Marine, and as somebody who has worked for their state government, I have always been under the impression that those who work in public service should be held to a *higher* standard than the regular citizen, and exceed the rules and/or regulations that they enforce upon others. In the case of Dan Caputo, not only is he not being held to a higher standard, but he's brazenly violating the dictums that he's tasked with upholding.

I sincerely hope that the board will address this issue, and take measures to ensure a greater level of oversight and honesty for PCSOT polygraph examiners.

Very Respectfully,
Jackson Ford, Concerned Citizen



Supreme Court
STATE OF ARIZONA
ADMINISTRATIVE OFFICE OF THE COURTS

Robert Brutinel
Chief Justice

David K. Byers
Administrative Director
of the Courts

March 5, 2021

Northland Investigations, LLC
Dan Caputo, President
2700 S. Woodlands Village Blvd., Ste. 300-345
Flagstaff, AZ 86001

Dear Mr. Caputo,

Enclosed please find the Contract Compliance Evaluation Report (CCE) from the Administrative Office of the Courts (AOC) which includes a review of the *Clinical Polygraph for Post-Conviction Sex Offender Testing* services under contract with the AOC. The CCE is one of several monitoring methods utilized to verify contract compliance with the AOC Standard Terms & Conditions, related special conditions, and applicable service specifications.

On February 2, 2021 Mr. Caputo of Northland Investigations, LLC provided the AOC with 60 days termination notice to discontinue his contracted services. The CCE Report is a summary of findings based on the review conducted prior to knowing the services would be terminated. This report was modified from its original form based on the contract being terminated by Mr. Caputo. Please note that a **full** Plan of Correction is not required at this time, but items noted in this report as "out of compliance and requiring action" must be addressed **prior** to the provider entering into a new AOC Contract. There are several items which **do** require action in the *Billing Section* of the report.

Please review the enclosed Contract Compliance Evaluation Report and submit a Plan of Correction that addresses the areas identified as non-compliant and requiring action *in the Billing Section of the report*. Please submit supporting documentation as requested in the *Billing Section* of the monitoring report with your Plan of Correction.

Attached to the email, you will find a **Technical Assistance/Plan of Correction** template, which is optional but may assist in your submission of a Plan of Correction that is comprehensive and prompts responding to various required action items. Each Key Standard area in the report provides the "**References**" which give contract and program details and should be consulted in the formation of the Plan of Correction. Again, it is JJSD's goal to work with AOC Contractors toward a shared goal of contract compliance and provision of quality services to the youth and families of Arizona, and to that end, we encourage those responsible for contract compliance to contact our compliance staff for any questions or clarification.

Please submit your Plan of Correction as required in the *Billing Section* of the report by no later than **March 30, 2021** to the Arizona Supreme Court, Administrative Office of the Courts, Juvenile Justice Services Division, Attention: DeAnna Faltz, 1501 W. Washington, Suite 337, Phoenix, Arizona 85007-3231. You can also submit these items via secured/encrypted email at dfaltz@courts.az.gov



Supreme Court

Robert Brutinel
Chief Justice

STATE OF ARIZONA
ADMINISTRATIVE OFFICE OF THE COURTS

David K. Byers
Administrative Director
of the Courts

Thank you for your cooperation during the monitoring process and for your continued service to the youth of Arizona. If you have any questions pertaining to this review or the contract monitoring process, please contact me at (602) 452-3214 or dfaltz@courts.az.gov or Holli Sanger-Alarco, Contracts & Monitoring Program Manager at (602) 452-3246 or halarco@courts.az.gov.

Sincerely,

DeAnna Faltz

DeAnna Faltz
Contract Compliance Specialist
Juvenile Justice Services Division
Administrative Office of the Court

Attachments (3)

ec: Brandi Teso, Cochise County Juvenile Probation
Celeste Erickson, Cochise County Juvenile Probation
Cydney Boyer, Coconino County Juvenile Probation
Herman Andrews Jr, Graham County Juvenile Probation
Jessica LaRue, Graham County Juvenile Probation
John Armstrong, Greenlee County Juvenile Probation
Joseph Montez, Greenlee County Juvenile Probation
Arcenio Garcia, , Maricopa County Juvenile Probation
Marina Lantsman-Waugh, Maricopa County Juvenile Probation
Olivia Omotinugbon, Maricopa County Juvenile Probation
Charlotte Shrum, Maricopa County Juvenile Probation
Chad Williams, Maricopa County Juvenile Probation
Kristine Younger, Maricopa County Juvenile Probation
Doneica Shapiro, Yavapai County Juvenile Probation
Ben Rowe Jr., Yuma County Juvenile Probation
Ignacio Galindo, Yuma County Juvenile Probation
Holli Sanger-Alarco, JJSD Program Manager



Supreme Court

STATE OF ARIZONA
ADMINISTRATIVE OFFICE OF THE COURTS

Robert Brutinel
Chief Justice

David K. Byers
Administrative Director
of the Courts

April 1, 2021

Northland Investigations, LLC
Dan Caputo, President
2700 S. Woodlands Village Blvd., Ste. 300-345
Flagstaff, AZ 86001

Dear Mr. Caputo,

Thank you for your *first* Plan of Correction resulting from the Contract Compliance Evaluation (CCE) report from the Administrative Office of the Courts (AOC) which included a review of the *Clinical Polygraph for Post-Conviction Sex Offender Testing* services under contract with the AOC. A review of your Plan of Correction addressing the *Billing Section* of the report and supporting documents indicates you are in substantial compliance with the *Billing Section* of the report.

Upon the Contractor's request, the contracted services will be terminated on April 3, 2021. Please note that the remaining sections noted as "requiring action" in the original CCE Report dated March 5, 2021 must be addressed if the contractor decides to enter into a new AOC Contract.

Thank you for your cooperation during the monitoring process and for your service to the youth of Arizona. If you have any questions pertaining to this review or the contract monitoring process, please contact me at (602) 452-3214 or dfaltz@courts.az.gov or Holli Sanger-Alarco, Contracts & Monitoring Program Manager at (602) 452-3246 or halarco@courts.az.gov.

Sincerely,

DeAnna Faltz

DeAnna Faltz
Contract Compliance Specialist
Juvenile Justice Services Division
Administrative Office of the Court

Attachments (2)

cc: Brandi Teso, Cochise County Juvenile Probation
Celeste Erickson, Cochise County Juvenile Probation
Cydney Boyer, Coconino County Juvenile Probation
Herman Andrews Jr, Graham County Juvenile Probation
Jessica LaRue, Graham County Juvenile Probation
John Armstrong, Greenlee County Juvenile Probation
Joseph Montez, Greenlee County Juvenile Probation
Arcenio Garcia, Maricopa County Juvenile Probation
Marina Lantsman-Waugh, Maricopa County Juvenile Probation
Olivia Omotinugbon, Maricopa County Juvenile Probation
Charlotte Shrum, Maricopa County Juvenile Probation
Chad Williams, Maricopa County Juvenile Probation
Kristine Younger, Maricopa County Juvenile Probation
Doneica Shapiro, Yavapai County Juvenile Probation
Ben Rowe Jr., Yuma County Juvenile Probation
Ignacio Galindo, Yuma County Juvenile Probation
Holli Sanger-Alarco, JJSD Program Manager

ARIZONA SUPREME COURT
ADMINISTRATIVE OFFICE OF THE COURTS
JUVENILE JUSTICE SERVICES DIVISION

Contract Compliance Evaluation 1st Plan of Correction Report

Contracted Vendor:	Northland Investigations, LLC	Dates of CCE Review:	January 7, 2021
Executive Director:	Dan Caputo, President	Date of 1st POC CCE Report:	March 31, 2021
Services Reviewed:	Clinical Polygraph for Post-Conviction Sex Offender Testing	JJSD Specialists:	DeAnna Faltz
Business Address:	2700 S. Woodlands Village Blvd., Ste. 300-345 Flagstaff, AZ 86001		

The following represents the AOC's findings based on a review of the contracted vendor's *first* Plan of Correction of the billing section resulting from the Contract Compliance Evaluation Report. The Plan of Correction for the billing section submitted was reviewed for completeness and compliance with the AOC Standard Terms & Conditions for Independent Practitioners, July 1, 2019 through June 30, 2021, and the applicable 2019-2021 AOC *Clinical Polygraph for Post-Conviction Sex Offender Testing Service Specifications*.

On February 2, 2021 Dan Caputo of Northland Investigations, LLC provided the AOC with 60 days termination notice to discontinue his contracted services. The contract termination date is effective April 3, 2021. The following is a summary of findings based on the review conducted prior to knowing the services would be terminated. Mr. Caputo was asked to address the billing section of the report prior to the termination of the contract. This report has been modified from its original form based on the contract being terminated by Mr. Caputo. Please note that items noted in original report as "out of compliance and requiring action" must be addressed prior to the provider entering into a new AOC Contract.

■ **Billing/Financial Review** ■

Service/Billing Key Standards	Compliance	CCE Required Action	Compliance	1 st Plan of Corrections Findings & Required Action
Dates of services billed are within SAF authorized periods	N	Reference: AOC Standard Terms & Conditions, Paragraph 7 and page 3 of the AOC Invoice Billing Manual	Y	Reference: AOC Standard Terms & Conditions, Paragraph 50
Services billed correlate with authorized services	N	Findings: As noted in the SAF section of the report, the AOC requested SAFs from Mr. Caputo that were not originally submitted. The following client files were still missing an SAF (s) for the specific polygraph report and/or missing a polygraph report for an SAF provided: • Client █████ was missing an SAF for polygraph conducted on 2/28/20 • Client █████ was missing SAFs for polygraphs conducted on 3/19/19, 8/19/19 and 2/21/20 • Client █████ was missing an SAF for polygraph conducted on 8/29/19 • Client █████ was missing an SAF for polygraph conducted on 6/14/19 • Client █████ was missing SAF for polygraph conducted on 7/30/19 • Client █████ was missing SAF for polygraph conducted on 8/5/20 and was missing a polygraph report for 10/29/19 • Client █████ was missing an SAF for polygraph conducted in October 2020 and was missing a polygraph report for October 2020 • Client █████ was missing an SAF for polygraph conducted in September and December 2020 and	Y	Findings: Mr. Caputo forwarded the requested SAFs and Polygraph reports for the juveniles listed on the left with the following exceptions: He reported that “I show the test for █████ on June 12, 2019 being paid for by the treatment provider.” The SAFs for client █████ (SAF dated 7/29/19) and client █████ (SAF dated 8/29/19) had the Family Counseling Fund marked rather than JTSF Fund by the probation department. This explains why the billing invoices were not included in the JTX system. Mr. Caputo also indicated “I show the tests for █████ and █████ conducted in February of 2020 being paid for by AOC via invoice #415813.” However, those client names did not appear in the AOC JTX system for the month of February 2020. Upon further review with AOC Finance, it appears the clients █████ and █████ names/id numbers (for February 2020 invoice) were entered into JTX incorrectly which explains why they were not on the original JTX Report. The error has been corrected and are now reflected in the system. It should also be noted that Mr. Caputo re-sent the same SAF for January 2020 for client █████
File contains documentation to support services billed	N			

	was missing a polygraph report for September • Client [REDACTED] had two polygraphs and only one SAF that had a second date highlighted but was signed by PO on the same day as the 1st SAF, therefore missing a separate SAF for the second polygraph • Client [REDACTED] had SAFs for May and July 2019 but were missing both polygraph reports • Client [REDACTED] was missing an SAF- for polygraph conducted in November 2019 and the report was missing It should also be noted that two client files (client [REDACTED] report dated February 28, 2020 and client [REDACTED] report dated February 21, 2020-both Maricopa County juveniles) included a report completed by the provider but was missing SAFs for the polygraph exam. Also, those reports do not appear to have been billed according to the AOC JTX Utilization report indicating that they were not paid out of JPSF funds. Immediate Required Action: Please provide a copy of the missing SAF and/or polygraph report for each client noted above or remit a credit memo totaling \$4,400.00 (\$275.00 for each missing polygraph and/or SAF). Instructions for a credit memo are on page 19 of the AOC Invoice Billing Manual. Credit memos can be requested from Amy Winney, AOC Administrative Assistant	rather than an SAF for February 2020. Required Action: Although a further response is not required, please ensure that SAFs and billing invoices correspond for services provided by the contractor.
--	--	---

		at awinney@courts.az.gov Please describe how the provider was paid for polygraph exams dated in February 2020 for clients [REDACTED] and [REDACTED] Please note a plan of correction will need to address how you will ensure compliance with each "N" noted to the left prior to renewal of a contract		
--	--	---	--	--

(End of Report)

ARIZONA SUPREME COURT
ADMINISTRATIVE OFFICE OF THE COURTS
JUVENILE JUSTICE SERVICES DIVISION

Contract Compliance Evaluation Report

Contracted Vendor:	Northland Investigations, LLC	Dates of CCE Review:	January 7, 2021
Executive Director:	Dan Caputo, President	Date of CCE Report:	March 3, 2021
Services Reviewed:	Clinical Polygraph for Post-Conviction Sex Offender Testing	JJSD Specialists:	DeAnna Faltz
Business Address:	2700 S. Woodlands Village Blvd., Ste. 300-345 Flagstaff, AZ 86001		

Introduction:

Dan Caputo is the President of Northland Investigation, LLC and conducts Clinical Polygraphs for Post-Conviction Sex Offender Testing for youth in Arizona. He has been contracted with the AOC for more than 10 years. This is the first time this service has been reviewed.

Methodology & Scope:

The following administrative and program areas were reviewed through the Contract Compliance Evaluation process to assess the independent practitioner's compliance with standards set forth in the AOC Standard Terms & Conditions for Independent Practitioners, Contract Year July 1, 2019 through June 30, 2021, and the *Clinical Polygraph for Post-Conviction Sex Offender Testing Service Specifications*:

- Client Files
- Personnel File
- Policies & Procedures
- Billing/Financial Review

Program Description:

Clinical Polygraph examination means the employment of any instrumentation used to measure and record physiological responses (blood pressure, pulse, respiration, and skin conductivity) while a person is asked and answers a series of questions. Clinical polygraph examination is specifically intended to assist in the treatment and probation supervision of juveniles who have been adjudicated delinquent of or convicted of an ARS Title 13, Chapter 14 or 35.1, a sexual offense. The use of a polygraph with juveniles is governed by the American Polygraph Association (APA) Model Policy for Post-Conviction Sex Offender Testing (PCSOT), and by the most current Association for the Treatment of Sexual Abusers (ATSA) Practice Guidelines.

The following represents the AOC's findings based on a review of client records and personnel documentation.

FINDINGS:

■Contract Compliance Evaluation Requirements Confirmation■

On September 28, 2020 the Contractor submitted an *Annual Confirmation of Contract Requirements* rather than the *Contract Compliance Evaluation Requirements* document that was sent to him for this review, therefore the information below *cannot be confirmed*:

- The Contractor representative identified above has the authority to complete and submit this **Contract Compliance Evaluation Requirements** form and represent the Contractor in this contract monitoring process.
- The information provided is true and accurate to the best knowledge of the Contractor.
- The Contractor confirms that information recorded on the **CCE Supplemental Information** form is accurate and represents all personnel (regardless of position or employment status) who do or may provide services under AOC contract.
- All personnel providing AOC funded services have been provided orientation/training, or if an Independent Practitioner that the Contractor understands each of the following:
 - AOC Standard Terms & Conditions;
 - Applicable AOC Service Specifications; and
 - AOC Incident Reporting Requirements
- All personnel providing AOC funded services received orientation and is receiving training that meets or exceeds requirements as set forth in the AOC Standard Terms & Conditions, Paragraph 37 (IP).
- All personnel not independently licensed and providing AOC funded services have been determined to be competent by a qualified staff in each required competency area as set forth in the AOC Standard Terms & Conditions, Paragraph 37 (IP).
- All personnel not independently licensed and providing AOC funded services are receiving supervision from a qualified staff that meets or exceeds requirements as set forth in the AOC Standard Terms & Conditions, Paragraphs 36 (IP).
- Policies identified on the **Policies & Procedures Identification** form and remitted for review are the most current policies implemented by the Contractor.
- Each qualifying person who provides professional services under AOC contract and who also has professional licensure does not have a complaint pending with the licensing authority and is not working under a Consent or other Board Agreement and if such a complaint exists the AOC has been notified.
- If the agency is licensed by the Arizona Department of Health Services/Division of Licensing or the Arizona Department of Child Safety/Office of Licensing & Regulation, the Contractor does not have a complaint or investigation pending and is not now or in the preceding twelve months been operating under licensing enforcement action or received a monetary sanction or if such has occurred the ASC/AOC has been notified.

■Licensing Status■

Mr. Caputo submitted certification from the Arizona School of Polygraph Science, dated March 16, 2007. He is a member of the American Polygraph Association (APA) since August 27, 2007, he completed training requirements for the APA Sex Offender Treatment and Monitoring Programs on September 28, 2007.

On February 2, 2021 Dan Caputo of Northland Investigations, LLC provided the AOC with 60 days termination notice to discontinue his contracted services. The following is a summary of findings based on the review conducted prior to knowing the services would be terminated. This report will be modified from its original form based on the contract being terminated by Mr. Caputo. Please note that items noted in this report as “out of compliance and requiring action” must be addressed prior to the provider entering into a new AOC Contract.

■General Provisions■

General Provisions Key Standards	Compliance	CCE Findings & Required Action
The Contractor shall maintain original versions or secure electronic records, not photocopies, of client records in a locked storage location	N	Reference: AOC Standard Terms & Conditions, Paragraphs 45, 46 & <i>Clinical Polygraph for Post-Conviction Sex Offender Testing Service Specification</i>
The Contractor shall have a system of identifying, organizing, and filing of client records, hardcopy and if applicable electronically, to ensure information is maintained properly and for rapid location and retrieval at all times.	N	Findings: At the on-set of the CCE Review, the provider reported that he did not keep Service Authorization Forms (SAFs) in the client file and said “...Once I am paid for the service, I do not keep the SAF.” He also noted that “...I do not have it documented how they (reports) were disseminated. Some of them were by email and some of them were via the treatment provider.” The provider later sent copies of the client’s SAF for most of the client files.
The Contractor shall retain complete client records according to Paragraph 14 of these AOC Standard Terms & Conditions	N	The client files were also missing a “Referral form and summary, if applicable, including the reason for referral, presenting problem and medications and dosage at the time of referral.” It should be noted that numerous clients indicated during their polygraph exam that they were taking psychotropic medication. However, it was never clear in the polygraph examination report as to why the juveniles were on specific psychotropic medications. Also, in a polygraph examination for client [REDACTED] it was reported [REDACTED] stated he has “been diagnosed with Schizophrenia and Obsessive-Compulsive Disorders... and does not suffer from any significant medical conditions and that he felt “good” in terms of his overall health.”
Referral form and summary, if applicable, including the reason for referral, presenting problem and medications and dosage at the time of referral;	N	
Per Clinical Polygraph for Post-	N	Required Action: Although a Plan of Correction is not required, please ensure that there is a process

Conviction Sex Offender Testing Service Specification: Report the result of the examination either verbally (phone call) or in writing (encrypted email, fax or letter) to the referring probation department, within 24 hours of the examination.		in place to ensure that the items marked “N” on the left are documented and retained in the client files.
--	--	--

■ Client Files ■

Twenty client files (clients [REDACTED], [REDACTED], [REDACTED], [REDACTED], [REDACTED], [REDACTED], [REDACTED], [REDACTED], [REDACTED], [REDACTED], [REDACTED], [REDACTED], [REDACTED], [REDACTED], [REDACTED], [REDACTED], [REDACTED], [REDACTED], [REDACTED], [REDACTED]) were reviewed for completeness and compliance with the AOC Standard Terms & Conditions, the *AOC Clinical Polygraph for Post-Conviction Sex Offender Testing Service Specification* and the *American Polygraph Association Model Policy for Post-conviction Sex Offender Testing (APA PCSOT)*. The bulleted **Client File** section below are areas determined to be in compliance an do not require action. The tables within this report section address areas determined *not* to be in compliance and will require a Plan of Correction.

- Incident Reporting Key Standards ~ AOC Paragraph 62 ~ *Compliance met; no action required*

Service Authorization Key Standards	Compliance	CCE Findings & Required Action
File contains an initial SAF	N	Reference: AOC Standard Terms & Conditions, Paragraph 45 and page 2 of the <u>AOC Invoice Billing Manual, AOC Clinical Polygraph for Post-Conviction Sex Offender Testing Service Specification and American Polygraph Association Model Policy for Post-conviction Sex Offender Testing (APA PCSOT)</u>
File contains a subsequent SAF (where applicable)	N	
SAFs are signed by the Contracted Vendor acknowledging review of SAF for completeness and accuracy	N	
Services not performed without first receiving a SAF	Y	
SAF include Delinquency Risk Level	N	
Per Clinical Polygraph for Post-Conviction Sex Offender Testing Service Specification: Limitations on the number of Polygraphs per juvenile are governed by the most current APA Model Policy and ATSA Practice Guidelines. Also per APA Model for PCSOT 5.7.2. Number of exams	N	Some of the SAFs did not include the client’s AZYAS Risk Level as required. Maricopa County Juvenile Probation SAFs included the AZYAS risk score rather than the risk level as required. It should also be noted that the following clients: ■■■■■■■■■■, ■■■■■■■■■■, and ■■■■■■■■■■ had more than four (4) separate exams per year (does not include retesting) which is not compliant with the <i>AOC Clinical Polygraph for Post-Conviction Sex Offender Testing Service Specification</i> and APA PCSOT model

per examinee. Examiners should not conduct more than four separate examinations per year on the same examinee except where unavoidable or required by law or local regulation. This does not include retesting due to a lack of resolution during an initial or earlier examination. Are there less than four (4) separate exams per year?		policy 5.7.2 as noted “N” on the left: The AOC requested SAFs from Mr. Caputo that were not originally submitted. The following client files were still missing an SAF(s) for the specific polygraph report and/or missing a polygraph report for an SAF provided: • Client [REDACTED] was missing an SAF for polygraph conducted on 2/28/20 • Client [REDACTED] was missing SAFs for polygraphs conducted on 3/19/19, 8/19/19 and 2/21/20 • Client [REDACTED] was missing an SAF for polygraph conducted on 8/29/19 • Client [REDACTED] was missing an SAF for polygraph conducted on 6/14/19 • Client [REDACTED] was missing SAFs for polygraphs conducted on 6/14/19 and 7/30/19 • Client [REDACTED] was missing SAF for polygraph conducted on 8/5/20 and was missing a polygraph report for 10/29/19 • Client [REDACTED] was missing an SAF for polygraph conducted in October 2020 and was missing a polygraph report for October 2020 • Client [REDACTED] was missing an SAF for polygraph conducted in September and December 2020 and was missing a polygraph report for September and December 2020 • Client [REDACTED] had two polygraphs and only one SAF that had a second date highlighted but was signed by PO on the same day as the 1st SAF, therefore missing a separate SAF for the second polygraph • Client [REDACTED] had SAFs for May and July 2019 but were missing both polygraph reports • Client [REDACTED] was missing an SAF for polygraph conducted in November 2019 and the report was missing Required Action: Although a Plan of Correction is not required, please ensure that each client file contains and SAF prior to the polygraph examination and that the polygraph report in the client file corresponds with the SAF and that they include all of the required standards noted “N” on the left. Also describe a process to ensure that juveniles will not be polygraphed more than four times in a year (excluding re-tests).
Per Clinical Polygraph for Post-Conviction Sex Offender Testing Service Specification: Each authorization is for one (1) Clinical Polygraph only	N	

Clinical Polygraph for Post-Conviction Sex Offender Testing Service Specification	Compliance	CCE Findings & Required Action
Obtain in writing from the treatment provider the reason for the examination and specific issues related to treatment to be addressed prior to completing the polygraph	N	Reference: AOC <i>Clinical Polygraph for Post-Conviction Sex Offender Testing Service Specification and the American Polygraph Association Model Policy for Post-Conviction Sex Offender Testing</i> Findings: All of the polygraph reports submitted for each client were missing the items noted “N” on

Conduct the polygraph in accordance with the most current protocols and requirements for Testing Technique Procedures as outlined in the <i>APA PCSOT</i>	Y	the left. All of the polygraph reports were also missing the following information as required for each client:
Report the result of the examination either verbally (phone call) or in writing (encrypted email, fax or letter) to the referring probation department, within 24 hours of the examination	N	• Type of court supervision • Client's level of functioning • Any reported trauma history All of the client files were missing documentation that the reports were disseminated to the Court, probation department and/or treatment provider within 30 days of the referral. The client files were also missing documentation that results of the examination either verbally (phone call) or in writing (encrypted email, fax or letter) to the referring probation department, within 24 hours of the examination.
The report must address the following: i. juvenile's current level of functioning, ii. medications and any mental health diagnosis iii. how those may relate to the polygraph results, Does report address items ii and iii noted above?	Y	There was no documentation in the client files of the reason for the examination and specific issues related to treatment to be addressed prior to completing the polygraph. Most reports included the client's opinion of their level of functioning such as "He relayed that he does not suffer from any significant medical conditions and that he felt "good" in terms of his overall health." It was rare to see a diagnosis of the client based on professional information. Some polygraph reports for some clients in 2020 had the statement "Based on Psychiatric Progress Note conducted by YDI and the suitability assessment conducted by this examiner, there are no identified contraindications for use of polygraph examinations for this client."
A written report containing a factual and objective account of all pertinent information developed during the examination shall be submitted within thirty (30) business days of the referral to the probation department.	N	It should also be noted that per <i>APA PCSOT-8.4.1-Maintenance</i> Exams should be completed approximately each six to 12 months. Examiners should discuss with multidisciplinary team members the possible deterrent benefits of randomly scheduled maintenance exams for some examinees. It appeared that the following juveniles had maintenance exams completed less than six months apart and no documentation that the examiner met with the multidisciplinary team members to discuss the possible deterrent benefit of randomly scheduled maintenance exams for some examinees:
Written reports are intended for treatment and supervision purposes only. Record the dissemination of the report in the juvenile's file. Is their documentation of dissemination of the report?	N	• Client [REDACTED] had 3 maintenance polygraph exam less than 6-12 months apart • Client [REDACTED] had 2 maintenance polygraph exam less than 6-12 months apart and it was also noted that he had a previous polygraph exam by a different provider during those 12 months • Client [REDACTED] had 3 maintenance polygraph exam less than 6-12 months apart • Client [REDACTED] had 3 maintenance polygraph exam less than 6-12 months apart • Client [REDACTED] had 2 maintenance polygraph exam less than 6-12 months apart • Client [REDACTED] had 3 maintenance polygraph exam less than 6-12 months apart • Client [REDACTED] had 3 maintenance polygraph exam less than 6-12 months apart and it was also noted that he had a previous polygraph exam by a different provider during those 12 months • Client [REDACTED] had 2 maintenance polygraph exam less than 6-12 months apart • Client [REDACTED] had 2 maintenance polygraph exam less than 6-12 months apart • Client [REDACTED] had 2 maintenance polygraph exam less than 6-12 months apart
Does the Report include the following info: i. The date of the examination, including the beginning and ending time ii. Name of person requesting examination iii. Reason for referral / issues to be addressed iv. Name and birthdate of juvenile v. Type of court supervision vi. Date of last clinical polygraph examination vii. The juvenile's current mental health diagnosis, if applicable and the following:	N	

Required Action: Although a Plan of Correction is not required, please ensure that polygraph reports will include all of the items noted “N” on the left and that maintenance reports are conducted within the required timeframe. Also, the provider should document in the client files that the examiners meets with multidisciplinary teams to discuss the deterrent benefit of randomly scheduled maintenance exams for some examinees.		
A. level of functioning B. any reported trauma history C. current prescribed and non-prescribed medications D. the report must address how these factors may affect the polygraph outcome viii. Case background information ix. Examination questions and answers x. Statements made by the examinee during the pre-test and post-test interviews Does report include all elements noted above?		
Does the report include the date it was disseminated to the Court?	N	
Sent corresponding Polygraph video as requested?	Y	
Polygraph video was in accordance with APA PCSOT model?	Y	
Per APA PCSOT-8.4.1-Maintenance Exams should be completed approximately each six to 12 months. Examiners should discuss with multidisciplinary team members the possible deterrent benefits of randomly scheduled maintenance exams for some examinees. Was the maintenance exam completed at least 6-12 months from initial exam?	N	
Per APA PCSOT-5.7.1. Length of examination. Examiners should not plan to conduct examinations of less than 90 minutes in duration from the start of the pretest interview through the end of the post-test interview. Examiners should not conduct a complete polygraph examination in less than 90 minutes absent exigent circumstances such as when an examinee is not suitable for testing, an examinee refuses to continue with the examination, or when the issue under investigation is resolved	Y	

prior to collection of data.		
Dated signature & credentials of preparer	Y	

Consent to Treat Key Standards	Compliance	CCE Findings & Required Action
Informed consent obtained before client received treatment or when there was a change in treatment	Y	Reference: AOC Standard Terms & Conditions, Paragraph 50 and <i>American Polygraph Association Model Policy for Post-conviction Sex Offender Testing (APA PCSOT)</i>
Includes client's dated signature	Y	
Includes parent/guardian's dated signature	N	
Documents that verbal explanation of proposed treatment/service, risks, side effects, and any alternatives to the proposed treatment/services was provided to client & parent/guardian	Y	Findings: The provider's <i>Consent to Polygraph Examination</i> form was missing items noted on the left including the following: • A statement regarding the examinee's assessment of his or her mental and physical health at the time of the examination • An advisement that admission of involvement in unlawful activities will not be concealed from the referring professionals • Did not include the parent/guardian's signature
Per APA PCSOT model-10.3.3- an informed consent should include- 1) the examinee's voluntary consent to take the test, 2) that the examination may be terminated at any time, 3) a statement regarding the examinee's assessment of his or her mental and physical health at the time of the examination, 4) a statement that information will be provided to the examinee about the polygraph test 5) a statement that all information and results will be released to professional members of the community supervision team, 6) an advisement that admission of involvement in unlawful activities will not be concealed from the referring professionals and, 7) a statement regarding the requirement for audio/video recording of each examination. Does Consent form include all APA PCSOT 10.3.3?	N	Required Action: Although a Plan of Correction is not required, please ensure that your <i>Consent to Polygraph Examination</i> form includes all of the key standards noted on the left.

Client Rights Key Standards	Compliance	CCE Findings & Required Action
Includes client's dated signature	N	Reference: AOC Standard Terms & Conditions, Paragraph 29
Confirms client's receipt of copy of Client Rights	N	Findings: None of the client files reviewed included documentation that clients received a copy of client rights and that clients received a verbal explanation of their rights.
Indicates verbal explanation provided to client by Contractor	N	Required Action: Although a Plan of Correction is not required, please ensure that client files include documentation that the juvenile received a copy and verbal explanation of client rights.
Indicates client's understanding of Client Rights	N	
Includes client rights set forth in AOC Standards	N	

■ Personnel Files ■

Personnel information from Dan Caputo was reviewed for compliance with AOC Standard Terms & Conditions and *Clinical Polygraph for Post-Conviction Sex Offender Testing Service Specification*. The bulleted **Personnel File** section below are areas determined to be in compliance an *do not require* action. The tables within this report section address areas determined *not* to be in compliance and will require a Plan of Correction.

- Fingerprint Clearance Key Standards ~ AOC Paragraphs 27, & 38 ~ *Compliance met; no action required*
- Educational Key Standards ~ AOC Paragraphs 37 & 38 ~ *Compliance met; no action required*
- Professional License Key Standards ~ AOC Paragraphs 4, 37 & 38 ~ *Compliance met; no action required*

Criminal History Affidavit Key Standards	Compliance	CCE Findings & Required Action
AOC Criminal History Affidavit (CHA) form submitted with CCE	Y	Reference: AOC Standard Terms & Conditions, Paragraph 27 & 38 Findings: The AOC Criminal History Affidavit submitted to the AOC by Mr. Caputo was not signed or notarized.
AOC Criminal History Affidavit form is executed w/in 7 working days of employment & prior to performing services under AOC contract	N	Required Action: Although a Plan of Correction is not required, please ensure your personnel record includes documentation of a signed and notarized AOC Criminal History Affidavit and is completed within 7 working days of renewed contract.

Training and Continuing Education Key Standards	Compliance	CCE Findings & Required Action
Contractor confirmed that contractor providing AOC funded services have received training that meets or exceeds requirements set forth in AOC Standards	N	Reference: AOC Standard Terms & Conditions, Paragraphs 37, 38 and <i>Clinical Polygraph for Post-Conviction Sex Offender Testing Service Specification</i> Findings: The Contractor did not provide documentation of training or acknowledgement that training has occurred annually as required. Required Action: Although a Plan of Correction is not required, please ensure your personnel record includes documentation of recent annual training.

■Policies & Procedures■

In accordance with Paragraph 31 of the AOC Standard Terms & Conditions, the Contractor shall have written policies that implement the Terms and Conditions of the Contract. The provider did not submit the following policies for review during the CCE and the bullets below in this section address areas determined not to be in compliance and will require a Plan of Correction if the contract is renewed.

- Operating Policies Key Standards ~ AOC Paragraph 31 D & E ~ **Action required:** Provide a copy of the policy prior to entering into an AOC Contract
- Storage Retention & Disposal of Client Records Policy Key Standards ~ AOC Paragraphs 14, 21 & 46 ~ **Action required-** Provide a copy of the policy prior to entering into an AOC Contract
- Client Confidentiality & Dissemination of Client Records Policy Key Standards ~ AOC Paragraphs 21, 45 & 46 ~ **Action required-** Provide a copy of the policy prior to entering into an AOC Contract
- Incident Reporting Policy Key Standards ~ AOC Paragraph 50 ~ **Action required-** Provide a copy of the policy prior to entering into an AOC Contract
- Fingerprinting & Fingerprint Clearance Policy Key Standards ~ AOC Paragraphs 27 & 38~ **Action required-** Provide a copy of the policy prior to entering into an AOC Contract

■Billing/Financial Review■

In accordance with Paragraph 7 and page 3 of the AOC Invoice Billing Manual, the Contractor must have billing/financial practices that align with these standards. As indicated in the SAF section, 11 of the 20 client files (55%) were missing either an SAF or a polygraph report that was paid for by probation but not included in the file.

Below is a table that includes information that **requires action prior to the termination of the contract.**

Service/Billing Key Standards	Compliance	CCE Findings & Required Action
Dates of services billed are within SAF authorized periods	N	Reference: AOC Standard Terms & Conditions, Paragraph 7 and page 3 of the AOC Invoice Billing Manual Findings: As noted in the SAF section of the report, the AOC requested SAFs from Mr. Caputo that were not originally submitted. The following client files were still missing an SAF (s) for the specific polygraph report and/or missing a polygraph report for an SAF provided: • Client [REDACTED] was missing an SAF for polygraph conducted on 2/28/20 • Client [REDACTED] was missing SAFs for polygraphs conducted on 3/19/19, 8/19/19 and 2/21/20 • Client [REDACTED] was missing an SAF for polygraph conducted on 8/29/19 • Client [REDACTED] was missing an SAF for polygraph conducted on 6/14/19 • Client [REDACTED] was missing SAFs for polygraphs conducted on 6/14/19 and 7/30/19 • Client [REDACTED] was missing SAF for polygraph conducted on 8/5/20 and was missing a polygraph report for 10/29/19 • Client [REDACTED] was missing an SAF for polygraph conducted in October 2020 and was missing a polygraph report for October 2020 • Client [REDACTED] was missing an SAF for polygraph conducted in September and December 2020 and was missing a polygraph report for September and December 2020 • Client [REDACTED] had two polygraphs and only one SAF that had a second date highlighted but was signed by PO on the same day as the 1st SAF, therefore missing a separate SAF for the second polygraph • Client [REDACTED] had SAFs for May and July 2019 but were missing both polygraph reports • Client [REDACTED] was missing an SAF for polygraph conducted in November 2019 and the report was missing
Services billed correlate with authorized services	N	It should also be noted that two client files (client [REDACTED]-report dated February 28, 2020 and client [REDACTED]-report dated February 21, 2020-both Maricopa County juveniles) included a report completed by the provider but was missing SAFs for the polygraph exam. Also, those reports do not appear to have been billed according to the AOC JTX Utilization report indicating that they were not paid out of JPSF funds.
File contains documentation to support services billed	N	

		Immediate Required Action: Please provide a copy of the missing SAF and/or polygraph report for each client noted above or remit a credit memo totaling \$4,400.00 (\$275.00 for each missing polygraph and/or SAF). Instructions for a credit memo are on page 19 of the AOC Invoice Billing Manual. Credit memos can be requested from Amy Winney, AOC Administrative Assistant at awinney@courts.az.gov. Please describe how the provider was paid for polygraph exams dated in February 2020 for clients [REDACTED] and [REDACTED]. Please note a plan of correction will need to address how you will ensure compliance with each "N" noted to the left prior to renewal of a contract.
--	--	---

(End of Report)

Report the result of the examination either verbally (phone call) or in writing (encrypted email, fax or letter) to the referring probation department, within 24 hours of the examination	N
--	----------

Does the Report include the following info:

- i. The date of the examination, including the beginning and ending time
- ii. Name of person requesting examination
- iii. Reason for referral / issues to be addressed
- iv. Name and birthdate of juvenile
- v. Type of court supervision
- vi. Date of last clinical polygraph examination
- vii. The juvenile's current mental health diagnosis, if applicable and the following:

N

Northland Investigations, LLC

Contract Compliance Evaluation Report

- A. level of functioning
- B. any reported trauma history
- C. current prescribed and non-prescribed medications
- D. the report must address how these factors may affect the polygraph outcome
- viii. Case background information
- ix. Examination questions and answers
- x. Statements made by the examinee during the pre-test and post-test interviews

Does report include all elements noted above?

All of the client files were missing documentation that the reports were disseminated to the Court, probation department and/or treatment provider within 30 days of the referral. The client files were also missing documentation that results of the examination either verbally (phone call) or in writing (encrypted email, fax or letter) to the referring probation department, within 24 hours of the examination.

There was no documentation in the client files of the reason for the examination and specific issues related to treatment to be addressed prior to completing the polygraph. Most reports included the client's opinion of their level of functioning such as "He relayed that he does not suffer from any significant medical conditions and that he felt "good" in terms of his overall health." It was rare to see a diagnosis of the client based on professional information. Some polygraph reports for some clients in 2020 had the statement "Based on Psychiatric Progress Note conducted by YDI and the suitability assessment conducted by this examiner, there are no identified contraindications for use of polygraph examinations for this client."

A written report containing a factual and objective account of all pertinent information developed during the examination shall be submitted within thirty (30) business days of the referral to the probation department.

N

Response to Offeror's Questionnaire (Exhibit C):

General:

1. Did you sign and select which examinations you provide as listed on Exhibit A: Pre-determined Rate Sheet?

Yes

2. Have you ever received any Demand for Assurance or any other official letters/documents regarding your code of ethics, quality, or timeliness of work? How did you respond and what was your corrective action?

No, I have never received a Demand for Assurance or any other official letters/document regarding the code of ethics, quality, or timeliness of my work.

3. Did you sign and upload the draft Contract signature page with your submission response?

Yes

Pre-Employment specific:

4. Provide copies of Graduation Certificate from an accredited APA school.

N/A

5. Describe your experience conducting pre-employment polygraph examinations; either as a staff examiner or contractor (provide documentation of what agency those services were provided).

N/A

6. Provide proof of annual membership in at least one of the following: AAPP, APA or the NPA, as well as annual membership in the Arizona Polygraph Association.

N/A

PCSOT specific:

7. Provide a written narrative to describe your quality assurance practices and your willingness to participate in a quality assurance process annually.

All examinations are conducted in compliance with the American Polygraph Association Model Policy. As such, all examinations are audio and video recorded in their entirety. All artifacts are diligently documented in chart data and available for review. As an owner of a polygraph firm for nearly 17 years, I have provided quality assurance for thousands of polygraph examinations and submitted thousands of my own examinations for quality assurance. I believe quality assurance is essential in maintaining the integrity of the polygraph profession and I fully support any quality assurance process set forth in this contract. Additionally, I am currently the chairman for the Standards and Ethics committee with the Arizona Polygraph Association where I am routinely tasked to review submitted polygraph examinations.

8. Describe your polygraph examination process and provide copies of any questionnaires or structured interview questions as applicable.

[REDACTED]

[REDACTED]

9. Describe your disclosure and retention policies for maintaining records.

Records are maintained for at least three years or as otherwise dictated by the contract. Dissemination of records will be only to the Maricopa County Adult Probation as outlined in the contract or as otherwise established by a subpoena.

10. Disclose in writing any personal, intimate, or commercial relationships with anyone on probation, anyone who is under contract with the Court or any employees of the Court in order to avoid conflict or appearance of conflict.

[REDACTED]

11. Describe your education and experience in conducting polygraph examinations, the length of time you have been providing services and the specific agencies and/or businesses with whom you have worked.

I graduated with a bachelor's degree in Biology from Northern Arizona University. I was valedictorian of my class at the Arizona Law Enforcement Academy (ALEA) where I obtained a peace officer certification for the Arizona Game and Fish Department. In 2007, I graduated academically at the top of my class from the Arizona School of Polygraph Science and I completed the American Polygraph Association approved PCSOT training from Behavioral Measures. Since 2007, I have conducted over 7,000 polygraph examinations and supervised over 4,000 others. I founded a polygraph firm that conducted as many as 2,000 polygraph

examinations annually and serviced over 40 clients. Throughout the years, I have mentored and supervised many examiners. I have provided trainings on how to conduct PCSOT examinations to polygraph examiners. I have also provided trainings to probation entities and treatment providers on how to utilize polygraph in the containment model approach. Other trainings I have conducted include educating sex crime detectives, Department of Child Safety investigators, and social workers on how to interview sex offenders. I have provided trainings to the Arizona Association for the Treatment of Sex Abusers (AZATSA) and the Arizona Administration Office of the Courts (AOC). My PCSOT experience includes extensive work in all test types to include; Instant Offense, Maintenance, Monitoring, Sexual History, and Specific Issue examinations. [REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

12. Describe any continuing education and/or specialized training you have completed within the last two (2) years. What professional polygraph associations, boards, or committees are you a member of?

I am currently a member in good standing with the American Polygraph Association, the American Association of Police Polygraphers, and the Arizona Polygraph Association (current board member and past president). Past memberships include the California Association of Polygraph Examiners, the New Mexico Polygraph Association, the National Polygraph Association, and the Association for the Treatment and prevention of Sex Abusers.

Within the past two years, I have attended the national conferences for the American Polygraph Association and the American Association of Police Polygraphers. In addition, I have attended the annual conference for the Arizona Polygraph Association for at least the past 14 years.

CONTRACT KEYWORD COVERSHEET

YC CONTRACT NO: 2024-075

*Please fill out form completely. If a response is not applicable, please use "N/A" – **Do Not Leave Any Blanks.***

DEPARTMENT: Adult Probation

DEPARTMENT CONTACT: Andrew Sawyer

VENDOR: Northland Investigations

AMOUNT: Flat rate per session based on fee schedule

BRIEF DESCRIPTION: Treatment service contract to include polygraph services for sex offender clients

CONTRACT TYPE:

- | | |
|--|---|
| ☐ Addendum | ☐ Development Agreement |
| ☒ Agreement | ☐ Extension |
| ☐ Amendment | ☐ Grants |
| ☐ Authorization of Services | ☐ Intergovernmental (IGA) |
| ☐ Change Order | ☐ Lease/Property Acquisition |
| ☐ Construction | ☐ Memorandum |

Other (Please specify): _____

EFFECTIVE DATE: May 8, 2024

EXPIRATION DATE: May 8, 2026

RETENTION SCHEDULE/SERIES #: 6 years / #52997

DESTRUCTION DATE: 5/8/2030

ADDITIONAL COMMENTS:

CLERK DEPARTMENT ONLY

CONTRACT
Attn: Bryan N. Prieto, Chief Adult Probation Officer
YAVAPAI COUNTY ADULT PROBATION DEPARTMENT
255 E. GURLEY STREET, 2ND FLOOR
PRESCOTT, ARIZONA 86301

CONTRACT NUMBER:	2024-075	BUDGET CODE:	Not applicable
CONTRACT TYPE:	Fee-for-service	PURPOSE:	Counseling/Treatment Services
CONTRACT AMOUNT:	Not applicable	START DATE:	May 15, 2024
		EXPIRATION DATE:	May 15, 2026

This Contract is entered into by and between Northland Investigations, referred to hereinafter as Provider, and Yavapai County, through the Yavapai County Adult Probation Department, referred to hereinafter as Agency. Provider, for and in consideration of the covenants and conditions set forth herein, shall provide and perform the services as set forth below. All rights and obligations of the parties shall be governed by the terms and conditions of this document, its Exhibits, Attachments and Appendices, including any Subcontracts and/or Amendments as set forth herein and in:

PART 1	COMPENSATION
PART 2	GENERAL PROVISIONS
PART 3	SPECIAL PROVISIONS
PART 4	WORK STATEMENT – SEX OFFENDER COUNSELING/TREATMENT
ATTACHMENT A	INVOICE
ATTACHMENT B	SERVICE VERIFICATION FORM
ATTACHMENT C	COUNSELING/TREATMENT REFERRAL FORM
ATTACHMENT D	PROVIDER SELF-AUDIT
ATTACHMENT E	W-9 FORM
ATTACHMENT F	PROBATIONER PROGRESS REPORT
ATTACHMENT G	PERSONAL HISTORY STATEMENT

This Contract contains all terms and conditions agreed to by the parties. No other understanding, oral or otherwise, regarding the subject matter of this Contract shall be deemed to exist or to bind any of the parties hereto. Nothing in this Contract shall be construed as consent to any suit or waiver of any defense in a suit brought against the State of Arizona, Agency or Provider, in any State or Federal Court. Notice under this Contract shall be given by personal delivery, registered or certified mail to the address set forth below and shall be effective upon receipt by the party to who addressed unless otherwise indicated in said notice. Any individual(s) signing below hereby warrant(s) that they have the full authority of the entity named as provider herein to enter into a binding agreement on behalf of the entity and warrant that upon their signature on behalf of the entity that the entity shall be bound hereby.

Notice to Provider:	Northland Investigations	Phone	Fax
	3768 W. Denali Dr	(928) 6072153	N/A
	Anthem, AZ 85086		

Notice to Agency:	Bryan N. Prieto	Phone	Fax
	Chief Adult Probation Officer	(928) 771-3332	(928) 771-3112
	Yavapai County Adult Probation		
	255 E. Gurley Street, 2 nd Floor		
	Prescott, Arizona 86301		

PART 1 – COMPENSATION

1. COMPENSATION

- 1.1 Agency will pay Provider fees specified herein, provided that Provider's performance is in accordance with the terms and conditions set forth in this Contract.
- 1.2 Provider will accept payment of fees provided for under this Contract as total and full compensation for all Contract-covered services. Provider understands and agrees that Provider will not be paid for services not provided for and authorized by this Contract and agrees that Provider will not perform services with an expectation of payment by Agency without prior written consent of Agency to the provisions of such services.

2. METHOD OF PAYMENT

- 2.1 Provider shall submit to Agency a monthly invoice in a format provided by Agency by no later than the fifth day of each month after which services are provided.
Invoices shall be mailed to: **Treatment Coordinator**
Yavapai County Adult Probation
255 E. Gurley St., 2nd Floor
Prescott, AZ 86301
- 2.2 Provider's invoices will be processed and audited for accuracy prior to approval for payment. Any discrepancies on claims submitted by the Provider will be disallowed, and removed from invoicing by the Treatment Coordinator. The Provider shall be notified of the amount and reasons for any disallowances via phone or email communication and shall be afforded the opportunity to document the appropriateness of the disallowed costs and to resubmit the invoice for payment.
- 2.3 Payments made by Agency to Provider are conditioned upon receipt by Agency of applicable, accurate, and complete reports required to be submitted by Provider under this Contract and any applicable State and/or Federal laws and/or regulations.
- 2.4 The Provider shall submit the approved Agency-provided invoice form with a service verification form for each probationer that details the amount of the Agency fee, the co-pay amount paid by the probationer, and payments made by any other third-party payors, including but not limited to: insurance companies, State or Federal agencies and/or healthcare services, family members, charitable organizations. Provider shall bill monthly for services provided in the previous month. The original invoice must be received by Agency by mail no later than the 5th day of the month following the provision of contracted services. Invoices received after the 5th day of the month may not be processed until the following month. Invoices received after 90 days from the due date may not be eligible for payment. End of fiscal year invoices and billing packets (May and June treatment month) must be submitted by the 5th of July or the first business day after July 5th in order to be processed. **May and June invoices are not subject to the 90-day rule and thus invoices received after July 26th will not be eligible for payment. Provider accepts and agrees to waive payment for any service for which timely billing has not been provided in accordance with this paragraph.** Invoices must contain at least the following information:
 1. Date(s) of services rendered.
 2. Name of probationer who received services for that period (one probationer per treatment verification).
 3. Description of the service(s) provided utilizing the codes provided on the invoice.
 4. The co-pay amount paid by the probationer to Provider and, if applicable, the amounts received by any third-party payor.

5. Termination date of service only if the probationer completed treatment during that month of service.
 6. Date progress report was submitted to the supervising probation officer.
 7. Original signature of probationer for each date of service provided.
 8. Probationer progress reports will be included with the invoice each month indicating progress/completion/termination from the program.
- 2.5 Payment will not be tendered if treatment plan or progress reports are not received as required.
 - 2.6 Agency Treatment Coordinator will not authorize payment for treatment services provided without a valid authorized referral. Treatment referrals are valid for only 90 days from the date of referral.
 - 2.7 Agency reserves the right to correct administrative errors or omissions and to void or modify referrals within a reasonable period of time after issuance. Provider will not be reimbursed for any costs incurred or resulting from the issuance of said administrative modifications and/or cancellations. Those probationers referred by the supervising probation officer and without the referral of the Agency Treatment Coordinator or said Treatment Coordinator's written approval will be considered by Provider as a self-pay client and unless otherwise notified in writing by the Agency Treatment Coordinator, such probationers will be responsible for all costs of treatment as established in this contract. Provider shall ensure each probationer/participant is paying the current and accurate co-pay amount as determined and set by the Treatment Coordinator.
 - 2.8 Agency will not reimburse Provider for probationer "no-shows." However, Provider may set a policy, if discussed with and disclosed in writing to the probationer at the time of the initial appointment, requiring changes in appointment times be done 24 hours prior to scheduled appointment or the probationer will be personally responsible for payment of missed appointment charges.
 - 2.9 If Provider is in default in any manner with regard to its performance of any obligation under this Contract, Agency may, at its sole option and discretion, and in addition to any other available remedies, adjust the amount or withhold payment until there is resolution of the default satisfactory to Agency.

3. RATES

- 3.1 Provider agrees to accept reimbursement per the lesser amount of the sum for service established in their submitted fee schedule or the sum set forth in the following fee schedule:

Services:

Service	Rate	Category
Initial Sex Offender Screening	\$1,200	Per Screening
Outpatient Counseling – Sex Offender Group	\$60	Per Person Per Group
Individual/Family and/or Marital Sex Offender Sessions	\$110	Per Session
MSI 2 Test	\$100	Per Test
Clinical Polygraph Sexual Assessments	\$300	Per Session
Initial Plethysmograph	\$200	Per Screening
Subsequent Plethysmograph	\$175	Per Screening
Initial ABEL Sex Offender Screen	\$270	Per Screening
Subsequent ABEL Sex Offender Screen	\$195	Per Screening

- 3.2 Provider will submit a fee schedule and any proposed rate change, if different from the maximum payment listed above, 90 days prior to any Contract renewal. Agency may approve or reject such proposed fee in their sole discretion. If approved, the rate change shall be executed as a Contract Amendment.

3.3 Any decision not to renew this Contract is subject to GENERAL PROVISIONS, Agency Right to Extend Contract and Termination set forth below.

PART 2 -GENERAL PROVISIONS

1. EFFECT

To the extent that any of the Special Provisions conflict with these General Provisions, the Special Provisions shall control the Contract. To the extent that the Work Statement(s) and the Special or General Provisions are in conflict, the Work Statement(s) shall control contractual interpretation.

2. DEFINITIONS

As used throughout these General Provisions, the following terms and conditions shall have the meanings set forth herein below:

Agency means Yavapai County through the Yavapai County Adult Probation Department.

AOC means Administrative Office of the Courts.

Client or “Probationer” is any individual sentenced and placed on probation through the Arizona Courts who is referred by the Agency for mental health and/or substance abuse services.

Compensation means the remuneration to be paid to the Provider pursuant to this Contract.

Contract means this document and all items incorporated herein by reference: Compensation, General Provisions, Special Provisions, Work Statements and all attachments hereto.

Contractor means the “Provider” and is used in reference to the Insurance Requirements of this contract.

Co-payment or “Co-pay” means an amount that a probationer is required to pay to the Provider for treatment and education services. The Co-pay shall be conclusively determined by the Agency based on the probationer’s financial situation and ability to pay.

Counselor means a therapist providing service through a licensed and approved Provider.

County means Yavapai County.

“Criminogenic Needs” means dynamic risk factors associated with criminal behavior and recidivism that if addressed with treatment and education can be changed to lower recidivism. (The following are criminogenic needs: Anti-social personality, Anti-social attitudes and values, Anti-social associates, family dysfunction, poor self-control/poor problem solving, substance abuse, lack of employment).

Evidence-based practice means strategies that have been shown through current scientific research to lead to a reduction in recidivism.

General Provisions means the section of the Contract that specifies general contractual conditions.

Probationer or “Client” is any individual sentenced and placed on probation through Arizona Courts who is referred by the Agency for mental health and/or substance abuse services.

Provider is the Agency's subcontractor and means the person, firm or organization listed on the Cover Page of this Contract as Provider.

Special Provisions means the section of the Contract that has special contractual conditions.

State means the State of Arizona.

Subcontractor means any party or person who is delegated, in whole or in part, to perform the services required of the Contract.

Treatment Coordinator is Agency's designee who oversees treatment referrals, funding and contract compliance.

Work Statement(s) means the section of the Contract that sets forth the specific requirements, objectives, tasks and services to be met or performed by the Provider.

3. GENERAL REQUIREMENTS

- 3.1 The terms of this Contract shall be construed in accordance with the laws of Arizona and the United States of America; any legal action arising under this Contract shall be brought in the County of Yavapai, State of Arizona.
- 3.2 Provider understands and agrees that this Contract is subject to all applicable State and Federal laws, rules and regulations that pertain hereto.
- 3.3 Provider shall, without limitation, obtain and maintain all required and appropriate licenses, permits, and authorities necessary to do business, render services, and perform work under this Contract in the location(s) Provider performs such services. Provider shall comply with all laws regarding unemployment insurance, disability insurance, and worker's compensation. The Provider shall be fully responsible for all tax obligations, insurance, and all other applicable insurance coverage obligations which arise under this Contract, for itself and its employees.
- 3.4 Provider is an Independent Contractor in the performance of work and the provision of services under this Contract and is not to be considered an officer, employee, or agent of the Agency or Yavapai County.

4. NONCOLLUSION

Provider expressly warrants that neither Provider nor its associates have directly or indirectly entered into any agreement, colluded with any other person or entity, or otherwise taken any action in restraint of trade or commerce in conjunction with its seeking the Agency to enter into this Contract. This Agreement is subject to cancellation pursuant to A.R.S. § 38-511.

5. SERVICES TO PROBATIONERS

Provider agrees to provide the services defined in the Work Statement(s) of this Contract to probationers under supervision in Yavapai County as requested by Agency.

6. AMENDMENTS

Any amendments and/or addenda to this Contract must be in writing, signed by both parties. These amendments and/or addenda may include, but are not limited to, work statement modifications, pricing adjustments, or any other items which are in the best interests of the County and are in accordance with the Yavapai County Purchasing Policy.

7. CHANGES

- 7.1 Agency may, at any time, by written order, make changes within the general scope of this Contract in any one or more of the following areas:
 - 7.1.1 Work Statement activities reflecting changes in Agency regulations, policies or requirements.
 - 7.1.2 Administrative requirements such as changes in reporting periods, frequency of reports, or report formats required by Agency regulations, policies or requirements.

- 7.2 Such order will not serve to increase or decrease the total compensation to be paid to Provider. However, such order will not direct substantive changes in Provider-rendered services.

8. AGENCY RIGHT TO EXTEND CONTRACT

- 8.1 Subject to acceptable performance by Provider, Provider hereby acknowledges and agrees the Agency shall have the right to extend this Contract.
- 8.2 Upon written notice from Provider to Agency at least 60 days prior to the proposed effective date and not less than one year after the Contract date or any Contract renewal date, Compensation is subject to renegotiation on an annual basis and any changes in Compensation hereunder shall only be changed upon mutual agreement evidenced by a written agreement approved and signed by both Agency and Provider.
- 8.3 The method of Contract extension shall be in the form of a formal Contract Amendment approved by Provider and Agency.

9. ASSIGNMENT/SUBCONTRACTING

No rights, liability, obligations or duties of the Provider under this Contract may be assigned, delegated or subcontracted in whole or in part, without the prior written consent of Agency. A merger, reorganization or change in ownership of the Provider's organization shall require a Contract Amendment, subject to approval of Agency in its sole discretion.

10. NONEXCLUSIVE CONTRACT

This is a Nonexclusive Contract. Agency reserves and retains the right to contract for services with as many service providers as Agency deems appropriate.

11. SCOPE OF SERVICE

Agency is responsible for coordinating and managing the appropriate treatment services of referred probationers. No other person or entity shall have the authority to direct the Provider's provision of services hereunder.

12. NO GUARANTEED VOLUME

Provider understands and hereby acknowledges that Agency makes no representations or guarantees to Provider of any maximum or minimum number clients or instances of service to be provided during the contract period.

13. COOPERATION WITH OTHER PROVIDER AND SUBCONTRACTORS

Provider agrees that it shall fully cooperate with any other Agency Provider(s) and carefully plan and perform its own work to accommodate the work of any other Agency Provider(s). Provider shall not commit or permit any act that will interfere with the performance of work by any other Provider except for those necessary to protect probationers from circumstances that present a clear and present danger to themselves or others.

14. ADEQUACY OF RECORDS

If Provider's books, records and other documents relevant to this Contract are not sufficient to support and document that allowable services were provided to eligible probationers, Provider shall reimburse Agency for the services not adequately supported and documented. Records are to be maintained for a minimum period of five (5) years after the later of termination of any service provided pursuant to this Contract or termination of services to an individual probationer.

15. AUDIT

Agency or its designee reserves the right to audit any financial and medical records of Provider that relate to service and billings made to Agency. Such audits will be made at Agency's expense at times and places convenient to the Provider.

16. AUDIT DISALLOWANCES

- 16.1 Provider shall, upon written notice thereof, reimburse Yavapai County for any payments made under this Contract that are disallowed by a Federal, State or County audit in the amount of the disallowance, including court costs and attorney fees, which Yavapai County may incur in any legal action relating to such a disallowance. Court costs and attorney fees incurred will be specifically identified as applicable to the recovery of the disallowed costs in question.
- 16.2 If at any time it is determined by Agency that a cost for which payment has been made is a disallowed cost, Agency shall notify Provider in writing of the disallowance and the required course of action, which shall be at the option of Agency either to adjust payment of any future invoices submitted by the Provider by offset in the amount of the disallowance or to require repayment of the disallowed amount by Provider forthwith issuing a check payable to Yavapai County.

17. CONTRACT COMPLIANCE MONITORING

Agency shall monitor Provider's compliance with, and performance under, the terms and conditions of this Contract. On-site visits for Contract compliance monitoring may be made by Agency and/or its grantor agencies at any time during Provider's normal business hours, announced or unannounced. Provider shall make available for inspection and/or copying by the Agency's monitors, all records and accounts relating to the work performed or the services provided under this Contract or similar work and/or services provided under other Grants and Contracts. Agency may maintain a quality assurance database documenting specific outcomes of the services provided. Provider agrees to take corrective action resulting from monitoring findings showing a deficiency in Provider's practices.

18. DEFAULT

Agency may suspend, modify, or recommend termination of this Contract immediately upon written notice to Provider in the event of non-performance of stated objectives and/or any other material breach of contractual obligations hereunder, or upon Agency receiving notice of any event or occurrence that would jeopardize or impede the ability of Provider to perform any of its contractual obligations hereunder.

19. TERMINATION

- 19.1 Agency may terminate this Contract at any time without cause, upon ninety (90) days' notice in writing to Provider. Such notice shall be given by personal delivery or by Registered or Certified mail.
- 19.2 Provider may terminate this Contract at any time without cause, upon ninety (90) days' notice in writing to Agency. Such notice shall be given by personal delivery or by Registered or Certified mail.
- 19.3 This Contract may be terminated by mutual written agreement of the parties specifying the termination date therein at any time.
- 19.4 Agency has the right to terminate this Contract upon twenty-four (24) hours' notice when Agency deems the health or welfare of a probationer is endangered or there is any suspicion that the welfare of a probationer may be in jeopardy or when any Provider conduct or non-compliance with this Contract jeopardizes any funding source's continued financial participation. If not terminated by one of the above methods, this Contract will terminate upon the expiration of the term of this Contract as stated on the Cover Page.
- 19.5 Upon contract termination, Agency shall be liable for payment only for services rendered prior to the effective date of the termination, if such services were performed in accordance with the provisions of this Contract.

20. STRICT COMPLIANCE

Acceptance by Agency of performance not in strict compliance with the terms hereof shall not be deemed to waive the requirement of strict compliance for any and all future performance obligations. Any and all changes in performance obligations under this Contract must be in writing.

21. INDEMNITY

Provider shall indemnify, defend, save and hold harmless Agency, the Court, the State of Arizona, Yavapai County, and their departments, agencies, boards, commissions, officers, officials, agents, and employees (hereinafter referred to as "Indemnatee") 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 Provider or any of its owners, officers, directors, agents, employees or subcontractors. This indemnity includes any claim or amount arising out of or recoverable under the Workers' Compensation Laws 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 agreed that Provider will be responsible for primary loss investigation, defense and judgment costs where this indemnification is applicable. In consideration of the award of this contract, Provider agrees to waive all rights of subrogation against Agency, the Court, the State of Arizona, Yavapai County, and their officers, officials, agents and employees for losses arising from the work performed or any services provided hereunder by Provider. This provision shall survive any termination or expiration of this Contract.

22. COVENANT AGAINST CONTINGENT FEES

Provider warrants that no person or selling agency has been employed or retained to solicit or secure this Contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee. For breach or violation of this warranty, the Agency shall have the right to declare void this Contract in its sole discretion, with or without cause.

23. RIGHTS IN DATA

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

24. NON-DISCRIMINATION

Provider shall take all reasonable steps to insure that Agency probationers shall in no manner whatsoever be discriminated against by Provider or any agents or employees of Provider. Provider shall respond immediately and appropriately to any charges of discrimination. Provider, in connection with any service or other activity under this Contract, shall not in any way discriminate against any probationer on the grounds of race, color, religion, gender, national origin, age, disability, political affiliation, belief or payer source. Provider shall include a clause to this effect in all Subcontracts.

25. EQUAL EMPLOYMENT OPPORTUNITY

Provider shall not discriminate against any employee or applicant for employment due to employee or applicant's race, age, disability, familial status, color, religion, gender or national origin. Provider will take affirmative action to insure that applicants are employed and that employees are treated during employment without regard to their race, age, disability, familial status, color, religion, gender or national origin. Such prohibition shall extend to and include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, lay-off or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. Provider will to the extent such provisions apply, comply with Title VI and VII of the Federal Civil Rights Act, the Federal Rehabilitation Act, the Age Discrimination in Employment Act, the Immigration Reform and Control Act of 1986 (IRCA), the American Disability Act of 1990 and Arizona Executive Order 75-5 which mandates that all persons shall have equal access to employment opportunities.

26. LEGAL ARIZONA WORKERS ACT COMPLIANCE A.R.S. §41-4401

The parties warrant that at all times during the term of this Contract they will comply with all state and federal immigration laws applicable to the parties, and their employees, and with the requirements of A.R.S. § 23-214 (A). The parties shall further ensure that each subcontractor who performs work under this contract will likewise comply with all applicable state and federal immigration laws. Failure to comply with this provision shall constitute a material breach of the contract. The parties reserve the right to inspect relevant contractor and subcontractor records to verify compliance with the foregoing.

27. ISRAEL BOYCOTT CERTIFICATION

Agency hereby certifies that it is not currently engaged in, and will not for the duration of this Agreement engage in, a boycott of Israel as defined by A.R.S. § 35-393.01.

28. WRITTEN CERTIFICATION PURSUANT TO ARIZONA REVISED STATUTE

§35-394 Provider certifies that Provider does not currently, and agrees for the duration of the contract that it will not, use: 1) the forced labor of ethnic Uyghurs in the People's Republic of China; 2) any goods or services produced by the forced labor of ethnic Uyghurs in the People's Republic of China; and 3) any contractors, subcontractors or suppliers that use the forced labor or any goods or services produced by the forced labor of ethnic Uyghurs in the People's Republic of China. If Provider becomes aware during the term of the contract that the company is not in compliance with the written certification, the company shall notify the Agency within five business days after becoming aware of the noncompliance. If the Provider does not provide the Agency with a written certification that the Provider has remedied the noncompliance within 180 days after notifying the Agency of the noncompliance, this Contract terminates, except that if the contract termination date occurs before the end of the remedy period the Contract terminations on the Contract termination date.

PART 3 - SPECIAL PROVISIONS

1. INSURANCE

Provider and employees (if any) 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 and provision of services hereunder by Provider, their subcontractors, agents, representatives, and employees.

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

A. MINIMUM SCOPE AND LIMITS OF INSURANCE: Contractor/Provider 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.

General Aggregate	\$ 1,000,000
Products – Completed Operations Aggregate	\$ 500,000
Personal and Advertising Injury	\$ 500,00
Damage to Rented Premises	\$ 25,000
Each Occurrence	\$ 500,000

The policy shall be endorsed to include the following additional insured language: **“The Arizona Supreme Court, the State of Arizona, its departments, Yavapai County, and their agencies, boards, commissions, officials, agents, and employees shall be named as additional insured with respect to liability arising out of the activities performed by or on behalf of the Contractor.”**

2. Workers' Compensation and Employers' Liability

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

This coverage shall not apply to a contractor or subcontractor exempt under A.R.S. 23-901 when such contractor or subcontractor executes the appropriate waiver (Sole Proprietor/Independent Contractor) form.

3. 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)	\$500,000
-----------------------------	-----------

The policy shall be endorsed to include the following additional insured language: **“The Arizona Supreme Court, the State of Arizona, its departments, Yavapai County, and agencies, boards, commissions, officials, agents, and employees shall be named as additional insured 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.”**

4. Professional Liability (Errors and Omissions Liability)

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

- a. In the event that the professional liability insurance required by Provider is written on a claims-made basis, Provider warrants that any retroactive date under the policy shall precede the effective date of this Contract; and that continuous coverage will be maintained for an extended period of not less than two (2) years from the last date of performance of any work or provision of any services 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.
- c. The policy shall ***include coverage for sexual abuse and misconduct by Provider with a minimum limit of \$250,000.**
\$1,000,000 each occurrence \$1,000,000 annual aggregate

NOTE: *Sexual Abuse and Misconduct coverage may be included in either Commercial General Liability and/or Professional Liability.

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

1. Wherever additional insured status is required, such additional insured shall be covered to the full limits of liability purchased by the Provider, even if those limits of liability are in excess of those required by this Contract.
 2. Provider's insurance coverage shall be primary insurance with respect to all other available sources.
 3. Coverage provided by Provider shall not be limited to the liability assumed under the indemnification provisions of this Contract.
 4. All policies shall contain a waiver of subrogation against the Arizona Courts, Yavapai County, and their agencies, boards, commissions, officers, officials, agents, and employees for losses arising from work performed by or on behalf of the Contractor.
- 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 Agency. Such notice shall be sent directly to Agency and shall be sent by certified mail, return receipt requested.
- D. ACCEPTABILITY OF INSURERS:** Insurance is to be placed with a duly licensed or approved non-admitted insurer in the state of Arizona with an "A.M. Best" rating of not less than A- VII. Agency in no way warrants that the above-required minimum insurer rating is sufficient to protect the Provider from potential insurer insolvency.
- E. VERIFICATION OF COVERAGE:** Provider shall furnish Agency with certificates of insurance (ACORD form or equivalent approved by the State of Arizona and Yavapai County) evidencing insurance required by this Contract. The certificates for each insurance policy shall be signed by a person authorized by the insurer to bind coverage on its behalf.
- All certificates and endorsements are to be received and approved by Agency 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 Contract. Failure to maintain the insurance policies as required by this Contract, or to provide evidence of continuous coverage, is a material breach of this Contract and grounds for immediate termination for cause.
- All certificates required by this Contract shall be sent directly to the Agency's representative, Treatment Coordinator, Yavapai County Adult Probation, 255 E Gurley Street, 2nd Floor, Prescott AZ 86301. The Agency contract number and project description shall be noted on the certificate of insurance. Agency reserves the right to require complete, certified copies of all insurance policies required by this Contract at any time. DO NOT SEND CERTIFICATE OF INSURANCE TO YAVAPAI COUNTY RISK MANAGEMENT SECTION OR STATE OF ARIZONA'S RISK MANAGEMENT SECTION UNLESS SPECIFICALLY DIRECTED BY AGENCY.
- F. SUBCONTRACTORS:** Provider's certificate(s) shall include all subcontractors as insured under its policies or Contractor shall furnish to the Court separate certificates and endorsements for each subcontractor. All coverage for subcontractors shall be subject to the same minimum requirements applicable to Provider set forth above.

2. ACCESS TO TREATMENT RECORDS

Upon request of the Agency or AOC, Provider shall furnish any or all requested medical/behavioral health information maintained by the Provider regarding a probationer for purposes related to administration of the plan and the probationer's treatment and progress. Agency shall furnish Provider with consent for the release of information signed by the probationer and/or a court order, prior to the release of information.

3. AGENCY POLICIES

Provider shall abide by the policies and procedures promulgated by Agency, or its designated administrative agent so designated to properly manage the mental health and substance abuse counseling and treatment procedures of Agency.

PART 4 – WORK STATEMENT

THERAPEUTIC SERVICES FOR YAVAPAI COUNTY PROBATIONERS

1. SERVICES DEFINITION

To provide therapeutic services for individuals placed on probation through Arizona's Courts.

2. UNIT OF SERVICE DEFINITION

One unit of service equals **one session or group**, as defined under Compensation.

3. STANDARDS, LICENSURE & CERTIFICATION

3.1 Provider and all clinical staff shall comply with all applicable provisions of law and other rules and regulations of any and all governmental, accrediting and regulatory authorities relating to the licensure and regulation of care.

3.2 Provider and its employees and subcontractors (if any) provided by Provider shall, without limitation, obtain and maintain all licenses, permits, and authority necessary to do business, render services, and perform work under this contract, and shall comply with all laws regarding unemployment insurance, disability insurance, and workers' compensation.

3.3 Provider and its employees and subcontractors (if any) provided Provider shall participate in continuing education programs to remain abreast of current developments, skills, procedures, or treatments in the counselor's field of practice.

3.4 If Provider offers polygraph services under this Contract, Provider agrees to operate in accordance with the most current version of The Model Policy for the Evaluation of Examinee Suitability originally approved by The Board of the American Polygraph Association, September 2012. If Provider cannot deliver services to Probationer in compliance with The Model Policy, Provider shall not conduct the services and shall immediately notify Agency of the inability to provide the services in accordance with said policy.

4. BACKGROUND

4.1 The mission of all counseling/treatment programs offered through Agency, by Provider, is to direct, through education and treatment, a change in probationer's behaviors and more individual responsibility to remain law-abiding. All services will address a range of client criminogenic needs and shall target dynamic behaviors that are predictive of future criminal behavior, utilizing positive reinforcement contingencies for prosocial behavior. Agency will match key offender characteristics and learning styles with relevant counselor characteristics and program features. Treatment shall emphasize positive reinforcement contingencies for prosocial behavior, a change in probationer's behavior and more individual responsibility to remain law-abiding.

4.2 The three main expectations of Agency from Provider are: 1) assess probationers to determine the appropriate level of care and services to be provided; 2) assist probationers to reduce their criminal activity by identifying and targeting dynamic behaviors that are predictive of future criminal behavior and providing counseling/education/treatment services that address a range of client criminogenic needs; 3) deliver services that are consistent with the individual probationer's stage of change, ability, and learning style.

- 4.3 The Agency requires that the Provider meet the State licensure requirements.
- 4.4 **Curriculum Requirements of Provider**—Agency will require all treatment and education services subsidized by Agency to be consistent with current research or evidence-based intervention strategies. Provider must submit curriculum for approval by Agency. It is Provider's responsibility to prove all treatment and education services are consistent with research or evidence-based intervention strategies.
- 4.5 **Engagement and Clinical Relationship Requirement**—Agency will utilize an engagement-outcome tool to measure alliance and treatment outcomes. Agency reserves the right to report outcomes to Provider as they deem necessary.

5. **GENERAL REQUIREMENTS OF THE PROVIDER**

- 5.1 **Assessment and Service Planning Requirements of Provider** - Probationers will be referred by either the Supervising Probation Officer or the Treatment Coordinator of Agency. Provider is required to provide notification of receipt to the referral source. Some probationers may have violent or other criminal tendencies and be in a crisis situation. Ability of Provider to quickly assess and place probationers in the proper care will be a major consideration. Agency will complete a standardized assessment or reassessment tool in each applicable case to determine the need for and type of treatment/education. The assessment and service planning are a critical part of the treatment process and not a separate or unique function. The screening/assessment completed by Provider should provide appropriate diagnosis, core assessments and service plans that are individualized, strength-based, family friendly, culturally sensitive, clinically sound and supervised. The assessment tools used by Provider must be submitted and approved by Agency. Provider shall demonstrate the instrument being used as research-based and a validated instrument.
- 5.2 Provider agrees to abide by Agency's differential assessment placement procedure for all probationers funded by Agency and shall contact the Treatment Coordinator prior to any change in client's treatment placement. (Example: Movement from IOP to Relapse Prevention).
- 5.3 **Intake Process** - Provider shall complete intake within seven (7) working days of initial client contact. Provider shall schedule first group/individual session within seven (7) working days of intake. Provider shall submit a Treatment Service Plan, describing type of treatment, number of sessions and treatment goals, via email or mail to referring Probation Officer if the client is self-pay, or to the Treatment Coordinator if receiving funding assistance through Agency within seven (7) working days of the intake appointment.
- 5.4 **Monthly Progress Report** - Provider shall provide monthly progress reports by the 5th of every month. Reports shall be submitted via email or mail to referring Probation Officer if the client is self-paying, or to the Treatment Coordinator if receiving funding assistance through Agency.
- 5.5 **Discharge Summary** – Provider shall submit discharge summary reports to referring Probation Officer if the client is self-pay, or to the Treatment Coordinator if receiving funding assistance through Agency.
- 5.6 Provider shall effectively communicate with designated probation staff in order to exchange relevant information regarding the client's participation, progress, treatment status and increase in risk factors. Provider shall return communication from the designated probation staff pertaining to client's treatment within 24 hours or next business day. Provider shall notify the supervising Probation Officer of all "no-shows" within 24 hours or next business day via email or phone.

- 5.7 Provider shall participate in interdisciplinary staff meetings with probation staff and other professionals working with mutual clients if necessitated by treatment needs or requested by the supervising Probation Officer or Treatment Coordinator.
- 5.8 Provider shall notify the supervising Probation Officer and Treatment Coordinator prior to the unsuccessful discharge and termination of services for non-compliance, in writing.
- 5.9 Provider will furnish the Agency's Treatment Coordinator in writing of any procedural changes to the provider program rules and regulations as they occur during the contracted period. These written documents must be submitted to the Treatment Coordinator who will review all changes and submit to Agency for approval.
- 5.10 Agency's Treatment Coordinator or a representative from AOC shall be allowed to attend contracted counseling sessions at any time, with or without notice, to ensure Contract compliance.
- 5.11 **Training Requirements of the Provider** – The Provider or designee will attend any training and/or meeting as required by the Agency's Treatment Coordinator
- 5.12 **Sexual Abuse/Misconduct/Harassment Policy**
- 5.12.1 Provider's facility shall have a written "zero-tolerance" policy regarding acts of Sexual Abuse, Sexual Misconduct and Sexually Harassing behaviors between Provider staff and Agency clients; Agency clients and Agency clients; Agency clients and visitors; Agency staff and Agency clients and meet the intent of the Prison Rape Elimination Act.
- 5.12.2 Provider must include in that policy ways for clients to safely report such abusive and harassing behaviors.
- 5.12.3 Provider will review said policy with new clients prior to enrolling into the program and a review must be done with clients on a yearly basis.
- 5.13 **Books and Records** –Provider will be required to maintain books, records and other documents relevant to this Contract and retain them for a period of five years after the final payment has been made, or until after the resolution of any audit questions or contract disputes, whatever is longer. Court, state or federal auditors, as applicable, and any other persons duly authorized by the Administrative Office of the Courts shall have full access to and the right to examine, audit, copy and make use of any and all said materials. Provider acknowledges the authority of the Administrative Office of the Courts to conduct such audits or examinations.
- 5.14 **Services to be Provided**
- *Psychosexual Evaluation or Sex Offender Specific Evaluation** - Includes but is not limited to:
- * sex offense specific interview
 - * general mental health interview/ assessment/history
 - * substance abuse history
 - * social history
 - * sexual history
 - * general criminal history
 - * psychosexual testing (MSI-2, etc)
 - * Psychological/personality testing (MMPI-2, Millon, etc.)
 - * review of offense-related legal documents with probationer
 - * review of other assessments/mental health documents
 - * actuarial risk assessment, using multiple instruments, both static and dynamic
 - * diagnostic impressions & supervision/treatment recommendations
 - * collateral data/interview, if available.

Sex Offender specific group therapy: 90-minute session. Group size max 10. Cognitive-behavioral, relapse prevention model. Structured session covering probationer's current risk situations, sexual functioning & progress.

Sex Offender specific individual therapy: 50-minute session. Intensive focus on offense-related issues & general/personal issues that potentially affect a probationer's recidivism risk & general progress.

Sex Offender specific couple's therapy: 50-minute session. Intensive focus on redevelopment of healthy interpersonal boundaries & lifestyle. Must include full disclosure to partner, by probationer as well as processing, educating & supporting partner. Assess partner's ability to function as chaperone.

Sex Offender specific family therapy: 50-minute session. Focus on healing & boundary development of all family members. May include reunification sessions & follow-up, as well as coordination with victim's therapist.

MSI-2 Post-test: Post-test to obtain objective assessment of whether probationer has accomplished all treatment goals or needs continued work.

Clinical Polygraph Sexual Assessment: A structured interview to generate information beyond what can be obtained from other self-reported measures and increase compliance with supervision conditions and treatment rules and procedures.

Plethysmograph: An assessment to assess sexual arousal and sexual orientation.

ABEL Sex Offender Screen: An objective method for evaluating deviant sexual interest.

5.15 **Other Considerations --** The time requirements set forth in the description of counseling programs and general requirements in paragraph 5.15 above shall be considered the minimum requirements for such programs.

5.16 It is the objective of Agency to maximize the benefit obtained with treatment dollars while ensuring compliance with the applicable requirements of the various funding sources and the State of Arizona.

6. SERVICE GOALS & OBJECTIVES

To provide appropriate counseling services and related functions to Agency.

OBJECTIVE 1

To match evidence-based interventions to appropriate individual needs at each stage of counseling/treatment to reinforce positive behavioral change, engagement and retention in order to deter criminal behavior.

SERVICE TASKS AS APPROVED BY AGENCY TREATMENT

6.1 Provide appropriate diagnosis, core assessments and service plans that are individualized, strength-based, and culturally appropriate and clinically sound.

6.2 Treatment should target factors that are associated with criminal behavior.

6.3 Utilize an integrated approach that combines counseling/treatment with psychiatric treatment, including the use of mediation when necessary.

6.4 Assist probationers in establishing empathetic relationships that foster ongoing partnerships, mutual respect and equality along with collaborating with families, when appropriate, to engage and empower probationers to use their own unique strengths and support systems to reduce recidivism.

OBJECTIVE 2

To provide feedback to Agency on counseling progress and submit a discharge summary to Agency.

Polygraph Services Addendum

In the management of sex offender probationers in the community, polygraph testing is one of many decision-support tools that assist probation and treatment professionals with making more accurate decisions by accessing additional information through detection of high risk behaviors, disclosure of additional information and deterrence of problem behavior.

The polygraph is one of many tools that provide a significant volume of information to assess and manage risk, deter problem behavior and improve compliance with treatment and supervision. The Agency shall consider all information from the polygraph examination when making decisions pertaining to a probationer's progress in treatment, activities in the community, and potential contact with vulnerable persons. Information and results obtained from polygraph examinations shall not be used in isolation when making treatment or supervision decisions. The polygraph examination is used in addition to other forms of behavioral monitoring.

Qualifications:

The polygraph examiners, their employees or subcontractor in order to conduct a polygraph examination shall:

- a. Have graduated from the basic APA (American Polygraph Association) accredited Psycho-physiological Detection of Deception (PDD) polygraph education and training course and completed a minimum of 40 hours of specialized Post Conviction Sex Offender Training (PCSOT) that follows the standards established by the APA and/or the ASTM (American Standards for Testing and Measurement). Documentation and certification of the above mentioned shall be provided by Provider to Agency.
- b. Have completed PCSOT examinations in accordance with APA standards at an adequate number approved by the Agency prior to providing a PCSOT examination for the Agency and provide documentation;
- c. Use a computerized polygraph system consisting of five or more channel polygraph instruments that simultaneously record the physiological phenomena of abdominal and thoracic respiration, electro-dermal activity, changes in cardiovascular activity, and additional component sensors to monitor and record in-test behavior;
- d. Obtain and maintain an annual membership in the American Polygraph Association, the American Standards for Testing and Measurement or the Arizona Polygraph Association, which should remain active through the duration of the contract.

Requirements:

The polygraph examiners, their employees or subcontractors shall:

- a. Report any improprieties or the appearance thereof by polygraph examiner staff, provider staff or Agency staff immediately to the Treatment Coordinator or their supervisor;
- b. Report any new criminal or civil actions, including any new arrest and/or convictions, or any complaints filed with or actions taken by the regulatory board or agency to the Agency;
- c. Insure that their employees who will or may have contact with Probationers and/or Probationer records pursuant to this contract has submitted or will submit a background check made by the Agency. Background investigations will be conducted for current employees and for those who begin employment with the Provider during the period of this contract. The background check may include a criminal records check;
- d. Obtain signed background check release forms from employees who will or may have contract with Probationers and/or Probationer's records pursuant to this contract. The Provider shall provide signed background check release forms to the Agency in order for the Agency to conduct background checks. Employees of the Provider shall not be provided the Probationer's records until the Agency has completed the background investigations and determined that such contact is acceptable for purposes of this contract;
- e. Adhere to the established ethics, standards and practices of the American Polygraph Association (APA) and/or the American Society for Testing and Materials (ASTM);

- f. Maintain continuing education as required by the standards established by the APA and/or the ASTM. A portion of those hours shall be related to the treatment and supervision of sex offenders. Proof of training hours shall be provided at the time of the award of the contract and every two years;
- g. Schedule each examination for a minimum of 90 minutes in duration, (including the pre-test, in-test, and post-test phases) except when circumstances arise beyond the control of the examiner. These circumstances may include: an examinee who is not willing or suitable to continue the exam; an examinee making pretest admissions of such an extreme magnitude as to cause the examiner to question if psychological set may be in jeopardy; an examinee not cooperating during the in-test phase of the examination, or; Agency order where a complete post interview is not permitted;
- h. Use examination techniques recognized by the American Polygraph Association (APA);
- i. Use operational definitions that are defined by the Agency when conducting polygraph examinations and preparing examination reports in order to establish uniform standards for all polygraph examiners, Agency staff and treatment providers;
- j. Recognize that all information derived from polygraph testing, including the Provider's written report shall become the property of the Agency;
- k. Provide written results of the examination within fourteen (14) days of the examination;
- l. Provide a polygraph examination report that contains all information required by APAPCSOT standards, unless otherwise defined by the Agency;
- m. Submit all test results in the following format, unless otherwise defined by the Agency:
 - o Single-issue/specific issue test: Deception Indicated (DI), No Deception Indicated (NDI), Inconclusive (INC) or No Opinion (NO);
 - o Multiple-issue tests: Significant Response (SR), No Significant Response (NSR), Inconclusive (INC), or No Opinion (NO);
- n. Maintain and preserve all recorded data for a minimum of twelve (12) months;
- o. Participate in Quality Assurance Protocol or Procedure as determined by the Agency. Quality Assurance is intended to provide a polygraph examiner with a formal process for gaining professional feedback and consensus;
- p. Be present in Court if a Superior Court Judge or Supervising Probation Officer requests his/her presence in Court or subpoenas a polygraph examiner to Court.;
- q. Provide services at the price described in the contract fee schedule;
- r. Disclose in writing any personal, intimate or commercial relationship with anyone on Probation, anyone who is under contract with the Agency or any employees of the Agency in order to avoid conflict or appearance of conflict.

Responsibilities:

The polygraph examiner and or their employees/subcontractors shall:

- a. Respect the rights and dignity of the examinee at all times;
- b. Ensure that the examinee has a reasonable understanding of the polygraph process and the requirements of cooperation;
- c. Conduct all polygraph examinations in a manner that is consistent with the accepted standard of practice within the professional polygraph community (APA and/or ASTM);
- d. Obtain the Probationer's agreement, in writing or on the audio/video recording, to a standard waiver/release statement. The language of the statement shall minimally include the Probationers voluntary consent to take the examination, and acceptance that all information and results will be released to the Agency and contracted treatment provider. The statement shall advise the Probationer that any admission of involvement in unlawful activities shall not be concealed from authorities. It shall also inform that each examination will be audio and video recorded;

- e. Emphasize all pre-test admissions made by the examinee, the relevant questions utilized, the examinee's response to all relevant questions, the results of the examination and any post-test admissions made by the examinee in the polygraph examination reports;
- f. State clearly the reasons for the test and the examinee's actions that may have contributed to the results being Inconclusive (INC) or No Opinion (NO);
- g. Administer all examinations in an environment that is free from distractions that might interfere with the examinee's ability to adequately focus on the issues being addressed;
- h. Conduct all examinations in an environment that ensures the examinee's confidentiality;
- i. Use equipment and instrumentation that is properly functioning in accordance with the manufacturer's specifications;
- j. Record continuously during the test:
 - 1. Thoracic and abdominal movement associated with respiratory activity by using two pneumograph components.
 - 2. Electro-dermal activity to record relative changes in pulse rate and blood pressure.
 - 3. Cardiovascular activity to record relative changes in pulse rate and blood pressure.
- k. Utilize equipment or instrumentation that detects and records covert body movements, commonly known as countermeasures;
- l. Utilize equipment to preserve video and audio recordings of all examinee contact, including but not limited to, pre-test interview, test phase and post-test interview;
- m. Insure that their employees who will or may have contact with Probationers and/or Probationer records pursuant to this contract has submitted or will submit a background check made by the Agency. Background investigations will be conducted for current employees on a schedule to be determined by the Agency and for those who begin employment with the Provider during the period of this contract. The background check may include a criminal records check.

Failure to comply with the above terms and conditions shall result in termination of this contract at the discretion of the Agency.

Services:

TESTING TYPES:

The Agency shall follow the types of Post-Conviction Polygraph Examinations defined by the American Society for Testing and Materials (ASTMA) and American Polygraph Association (APA). Notwithstanding the above mentioned, the Agency reserves the right to modify the definitions of examinations when deemed necessary. As approved via the referral process, the following testing types shall be administered:

INSTANT OFFENSE EXAMINATION: Single issue examination that covers only the crime of conviction. The examiner shall review the police report and PSI prior to the examination date. This examination will usually be conducted when the Probationer does not fully admit his/her offense, does not accept responsibility for his/her actions. It can also be used to resolve discrepancies between the Probationer's and victim's accounts of the offense. The Agency shall determine when the examination occurs after Probation officer and treatment provider have staffed the readiness of the Probationer for examination.

SEXUAL HISTORY POLYGRAPH EXAMINATION (disclosure examinations over sexual history): Clinical polygraph examination intended to explore pre-conviction lifetime history of sexual behavior, which includes the disclosure of additional victims, victim's selection behaviors, sexual education sources, number of sexual partners, and deviant and compulsive sexual behaviors. The Probationer shall complete the sexual history questionnaire and have it approved by the current treatment provider and Probation officer in order to complete this polygraph examination. The Agency shall then determine when the examination occurs.

MONITORING POLYGRAPH EXAMINATION: Clinical polygraph examination specifically intended to investigate whether the Probationer has sexually re-offended since the time of sentencing. This examination investigates behavior such as violent sexual offenses, incest offenses, child molestation offenses, unlawful public indecency behavior or any other sexual act forbidden by statute since being on Probation supervision, as well as sexual act(s) with a child or any other sexual act forbidden by law that might have occurred during Probation supervision. The Agency shall determine the specified period of time covered in the examination. The Agency shall determine the frequency of this examination after consulting with the treatment provider and the polygraph examiner.

MAINTENANCE POLYGRAPH EXAMINATION: Clinical polygraph examination that covers a wide variety of sexual behaviors and compliance issues that may be related to high risk behaviors such as, but not limited to, unreported (secretive) sexual contacts, unauthorized contacts with vulnerable persons, use of pornography, masturbatory deviancy or other signal values related to the specific Probationer. The Agency shall determine the specified period of time covered in the examination. This examination may be conducted as a broader screening examination regarding multiple or mixed issues or as a more narrowly focused examination (single issue), which provides increased diagnostic specificity. The examiner shall make the final determination of questions used, and determine whether to administer a broader or more narrowly focused examination after consulting with treatment provider and the Probation officer. The Agency shall determine the frequency of this examination after consulting with the treatment provider and the polygraph examiner.

SPECIFIC (SINGLE) ISSUE POLYGRAPH EXAMINATION: Polygraph examination that covers one issue only, or one specific event. It usually takes place as a result of deceptive behavior and/or treatment concerns that have become apparent since supervision in the community. The examiner will need specific information as to the nature of the questions and behavior. The polygraph examiner determines when it is appropriate to use this type of examination in collaboration with the Probation officer and the treatment provider.

Report Standards: Reports or written materials prepared by the Provider in response to the requirements of this Contract shall be thoroughly researched for accuracy of content, shall be grammatically correct and not contain spelling errors, shall be submitted in a format approved in advance by the department, and shall be submitted in draft form for advance review and comment by the department, if necessary or specified. The cost of correcting grammatical errors, correcting report data, or other revisions required to bring the report or written material into compliance with the Contract requirements shall be borne by the Provider.

APPROVALS

IN WITNESS WHEREOF, the parties enter into this Contract:

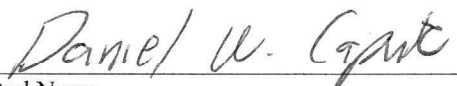
Yavapai County
Agency
1015 Fair Street
Prescott, Arizona 86301

Northland Investigations
3768 W. Denali Dr
Anthem, AZ 85086

By _____
Craig Brown, Chairman
Yavapai County Board of Supervisors

By  _____
Signature

ATTEST:

 _____
Printed Name

Jayme Rush, Clerk of the Board
Yavapai County Board of Supervisors

 _____
Title



Was Yavapai county informed of this vendor's association with the Arizona Department of Public Safety (DPS,) and if so, did they find it a conflict of interest?

At the time this provider agreed to provide services, it was the understanding of the YCAPD that the vendor had no association or direct affiliation with the Arizona Department of Public Safety.

If you have any further questions, don't hesitate to contact us at (928) 771-3332.

We appreciate your inquiry.

Sincerely,

Bryan N. Prieto
Chief

Yavapai County Adult Probation Department

From: Dan Caputo [REDACTED]
Sent: Friday, August 14, 2026 9:25 AM
To: Arizona Sex Offender Management Board
Subject: Dan Caputo Response to Jackson Ford
Attachments: AZPA Response .png; Official Statement Regarding Jackson Ford.pdf; Official Statement of Northland Investigations.pdf

Categories: Call to the Public Written Comments

Good morning,

My name is Dan Caputo, and I am writing in response to Mr. Jackson Ford's personal challenge to my integrity. I have attached supporting documents for your review regarding Mr. Ford's erroneous complaint. For context, I own Northland Investigations, a polygraph firm that has conducted Post Conviction Sex Offender Testing (PCSOT) in numerous jurisdictions since 2007. I personally have conducted and supervised several thousand PCSOT examinations. While we strive to ensure each examinee has a positive experience, we recognize the emotional sensitivity of these examinations along with the personal and moral struggles some examinees experience when breaking denial cycles. As such, some examinees feel it is easier to attack the instrument used to break denial patterns rather than to take accountability for their past conduct. Breaking denial cycles and encouraging accountability is a basic premise for treatment programs. It is also important to recognize that the most vocal critics of polygraph testing represent a minority of the overall population subject to these examinations. As the Arizona Sex Offender Management Board (AZSOMB) continues to develop and establish its direction, it will undoubtedly encounter complaints, exaggerated accounts, partial truths, and fabricated claims concerning polygraph testing and its administration. I respectfully encourage the Board to remain open-minded and evaluate each concern on its individual merits. Look beyond the stereotypes of this misunderstood tool and make decisions that will positively impact the future of sex offender management in the State of Arizona.

Should you have any questions or further concerns, please do not hesitate to contact me.

Best Regards,

Dan Caputo, President

Northland Investigations, LLC

[REDACTED]

To all members of the AZPA,

I wanted to take the opportunity and share this information with you since Mr. Ford copied all of you on this email.

I received the complaint from him in June 2025, and the investigation did not reveal or sustain any of his allegations against Mr. Dan Caputo. The APA also investigated the complaints and conducted a quality control review of the allegations regarding Mr. Ford's polygraph exam with Mr. Dan Caputo. APA also concluded that Mr. Caputo administered a professional examination session in compliance with his agency's policy and the APA industry standards. Mr. Caputo was polite, friendly, and courteous during the entire session. Mr. Ford filed multiple complaints alleging MR. Caputo misrepresented information on his contracts which was a false accusation. Records reviewed with the actual agency in question did not reveal any misrepresentation of facts and the agency representatives did not have any issues with the contract or the paperwork submitted. I spoke with the contract administrator in question and was told that the allegations were false. I wanted to ensure our members that those allegations were false, and were investigated by different entities.

I attached a security briefing we issued to the membership last year for our seminar. I also attached a recent arrest in North Carolina where Mr. Ford was arrested for disorderly conduct and further charged with resisting arrest. His social media, and contacts I had with him leads me to believe that he might have some psychological issues. I encourage each one of you to block him and not have any contact with him. Please let me know if you have any questions or concerns. Thank you for all your hard work and for keeping Arizona safe.

Respectfully,

True Results Polygraph Services

[REDACTED]

Matthew Jacobs, *Certified Polygraph Examiner*

PRESIDENT, Arizona Polygraph Association

PAST PRESIDENT, National Polygraph Association

MEMBER, American Polygraph Association

MEMBER, American Association of Police Polygraphists.



Northland Investigations, LLC

Statement Regarding Jackson Ford

Northland Investigations acknowledges the concerns raised by Mr. Jackson Ford following his pre-employment polygraph examination with the Arizona Department of Public Safety (AZDPS) in 2022. The examination was conducted by Daniel Caputo, owner of Northland Investigations, in his capacity as an employee of AZDPS. Mr. Ford formally submitted complaints to both AZDPS and the American Polygraph Association (APA), alleging that Mr. Caputo acted in an unprofessional and discourteous manner during the examination. Both organizations conducted thorough investigations, including a review of video evidence. The findings of these investigations determined that there was no evidence to substantiate Mr. Ford's allegations, and Mr. Caputo was cleared of any wrongdoing.

Since 2022, Mr. Ford has utilized multiple aliases across numerous social media platforms to make public statements and false allegations against Northland Investigations and Mr. Caputo. His broadcasting of partial truths and false narratives does not accurately represent either Mr. Caputo or Northland Investigations. For transparency, we confirm that a contractual audit by the Administrative Office of the Courts (AOC) in 2021 addressed administrative/retention procedures; however, Northland Investigations has not been subject to contractual discipline, has not had any contracts terminated involuntarily, and all procurement documents were completed truthfully. Furthermore, it is important to recognize that during Mr. Caputo's employment with AZDPS, he has conducted nearly 1000 examinations with no other formal complaints regarding his conduct or behavior during polygraph examinations.

Northland Investigations recognizes and appreciates Mr. Ford's openness regarding his mental health challenges. We take such matters seriously and remain committed to treating every examinee with respect, sensitivity, and understanding. We recognize that polygraph examinations are emotionally demanding and may elicit strong reactions from examinees.

Northland Investigations takes pride in the reputation built over nearly two decades. We lead with integrity and strive to ensure every examinee is treated with dignity. We are dedicated to collaborating with examinees to confirm their truth and support them throughout the polygraph process.

In closing, Northland Investigations reaffirms our commitment to professionalism and respect toward all examinees. We uphold the highest standards of integrity and transparency in our examination practices and will continue to address concerns openly and honestly as they arise.



Northland Investigations, LLC

Official Statement Letter Re: AOC Contract Compliance Evaluation Report

June 22, 2025

In 2020, the Arizona Administration Office of the Courts (AOC) conducted a contractual compliance audit of Northland Investigations. Notably, the timing of the audit coincided with AOC management's decision to essentially eliminate polygraph testing for juvenile sex offenders in the State of Arizona. The audit addressed administrative/retention concerns, rather than the quality of the polygraph examinations conducted. Northland Investigations acknowledges the identified administrative deficiencies relating to documenting when and how reports were disseminated, and the retention of closed out Service Authorization Forms (SAF); however, the scope of work performed during this contract adhered to all industry professional and ethical standards.

Northland Investigations providing polygraph services under this contract from 2008 until 2021. Over the course of these 13 years, Northland Investigations worked in partnership with AOC without any complaints, issues, or other concerns regarding the terms or scope of work outlined in the contract. During this partnership, Northland Investigations President, Dan Caputo, volunteered his time to present polygraph best practices to probation entities at the request of AOC.

Northland Investigations asserts that all polygraph examinations conducted under this contract fully adhered to the American Polygraph Association (APA) standards of practice. Examinations were performed as requested by probation entities and billed in accordance with the contract terms. All reports were disseminated to probation officers and treatment providers timely and per contractual requirements.

Through a thorough process and in collaboration with the requesting probation entities, Northland Investigations addressed all administrative concerns raised in the audit. Northland Investigations provided substantial documentation that should have resolved the administrative concerns identified in the audit. Ultimately, it was Northland Investigation's decision to terminate the contract prior to final resolution of the audit, as it no longer made economic sense to continue paying high insurance premiums for a contract in which Juvenile Sex Offender polygraph services had been essentially eliminated in the State of Arizona.

From: Jenna Mitchell
Sent: Saturday, August 22, 2026 12:02 PM
To: Gary
Cc: Arizona Sex Offender Management Board
Subject: Re: SOMB Meeting 08312026
Attachments: The Empirical and Clinical Flaws of Open-Ended Containment_ Establishing Objective Competency Benchmarks, Dynamic Risk Reduction, and Standardized Exit Criteria in Post-Conviction Management.pdf

Categories: Call to the Public Written Comments

Received. Please send all future electronic communications to azsomb@azdps.gov.

Sent from my iPhone

On Aug 22, 2026, at 1:37 PM, Gary [REDACTED] > wrote:

Major Mitchell:

I have requested to speak in person at the upcoming meeting. Please include the attached documentation in the background materials provided to the board members and enter it into the official record.

Thank you,
Gary

Gary W. Hardy, PhD
Co-Founder and Executive Director



The Empirical and Clinical Flaws of Open-Ended Containment

TO: Members of the Arizona Sex Offender Management Board (AZSOMB)

FROM: Gary W. Hardy, Ph.D., Executive Director, Collaborative Justice Institute

DATE: August 2026

SUBJECT: *The Empirical and Clinical Flaws of Open-Ended Containment: Establishing Objective Competency Benchmarks, Dynamic Risk Reduction, and Standardized Exit Criteria in Post-Conviction Management*

I. Executive Summary & Statutory Authority

Under A.R.S. § 13-3828(D)(1)–(9), the Arizona Sex Offender Management Board (AZSOMB) is statutorily authorized to prescribe statewide standards for the evaluation, treatment, and ongoing risk management of individuals convicted of sexual offenses. Specifically, Subsection (D)(9) explicitly mandates that the Board establish a system to measure an individual's progress in treatment to determine release and supervision conditions.

Currently, Arizona post-conviction management operates within a legacy *containment model* characterized by time-based minimums (such as mandatory multi-year retention in post-group therapy), open-ended supervisory durations, and subjective vendor gatekeeping. This policy brief establishes that open-ended containment lacking validated, competency-based exit criteria:

- Violates the foundational tenets of the Risk-Need-Responsivity (RNR) model (Andrews & Bonta, 2010; Bonta & Andrews, 2017).
- Induces iatrogenic effects by over-treating low-risk or stabilized individuals (Hanson et al., 2009; Lovins et al., 2007).
- Destabilizes dynamic protective factors—specifically stable employment, housing security, and prosocial social support networks (de Vries Robbé et al., 2015; Willis & Prescott, 2016).
- Creates commercial and institutional conflicts of interest by placing private vendors in the position of self-regulating billable client hours without external clinical auditing.

Comparative Operational Paradigms:

- **Traditional Containment Model:** Relies on time-based retention (e.g., rigid calendar requirements in group settings), subjective gatekeeping by private providers, and fee-for-service financial incentives, resulting in the destabilization of employment and family support.
- **RNR Competency Framework:** Relies on measurable dynamic risk score reduction, standardized clinical competencies, independent administrative exit reviews, and the active reinforcement of protective factors.

II. The Structural Failures of Open-Ended Containment

The containment model, established in the late 1990s (English et al., 1996; CSOM, 2007), conceptualized sex-offense management through a collaborative triad: specialized probation supervision, specialized community treatment providers, and polygraph examiners. While originally designed to bridge inter-agency communication gaps, the practical application in Arizona has devolved into an open-ended containment structure with significant clinical deficiencies:

- **Indefinite Clinical Retention and the "Treatment Trap":** Standard community supervision conditions routinely mandate participation in specialized treatment until "successfully discharged by the provider." In the absence of standardized, objective completion competencies, private providers retain clients across arbitrary multi-year horizons (e.g., 5 to 10+ years). As documented in public testimony before this Board, individuals demonstrating sustained compliance and objective risk reductions are kept in perpetual weekly cycles costing upwards of \$25,000 without receiving clear treatment milestones, midpoint psychometrics, or projected discharge dates.
- **Institutional and Commercial Self-Regulation:** As highlighted during the Board's statutory review deliberations, private treatment vendors and clinical polygraphers sit on the very subcommittees tasked with drafting statewide standards under A.R.S. § 13-3828. Allowing private entities that profit directly from fee-for-service group sessions and periodic testing to define discharge readiness creates an unmitigated structural conflict of interest.
- **Erosion of Dynamic Protective Factors:** Longitudinal desistance research indicates that the primary mechanisms preventing sexual and general recidivism are prosocial capital: economic self-sufficiency, stable independent housing, and family/community integration (Farmer et al., 2015; Levenson et al., 2016; Willis & Ward, 2013). Open-ended containment relies heavily on blanket restrictive mandates—such as permanent computer/internet bans, severe residency restrictions, and inflexible mandatory daytime clinic attendance—that directly undermine employment stability and familial reintegration.

III. The Empirical Foundation: Risk-Need-Responsivity (RNR) and Iatrogenic Harm

The Risk-Need-Responsivity (RNR) framework (Andrews, Bonta, & Hoge, 1990; Bonta & Andrews, 2017) represents the most empirically validated model of correctional intervention. Extensive meta-analyses (Hanson, Bourgon, et al., 2009; Gannon et al., 2019; Schmucker & Lösel, 2015) confirm that cognitive-behavioral interventions adhering to RNR principles achieve a 25% to 35% reduction in sexual and violent recidivism. Open-ended containment directly breaches all three RNR principles:

Core Tenets of RNR Implementation:

1. **The Risk Principle:** Match the level of service and treatment dosage directly to the offender's actuarial risk level. Low-risk cases require minimal or no specialized

intervention; over-treating low-risk individuals causes iatrogenic degradation.

2. **The Need Principle:** Target dynamic criminogenic needs directly linked to criminal conduct (e.g., attitudes, peers, self-regulation, sexual deviance). Non-criminogenic needs are secondary; interventions must terminate once target dynamic risk factors stabilize.
 3. **The Responsivity Principle:** Maximize the offender's ability to learn from a rehabilitative intervention by tailoring the approach to learning style, motivation, cognitive abilities, and neurodevelopmental functioning (e.g., adapting approaches for individuals with Autism Spectrum Disorder or IDD).
- **The Risk Principle & Iatrogenic Degradation:** The risk principle dictates that the intensity and duration of treatment must match the offender's actuarial risk level. Subjecting low-risk or post-treatment stabilized individuals to high-intensity supervision and perpetual group therapy produces **iatrogenic harm** (Lovins, Lowenkamp, & Latessa, 2007; Hanson et al., 2014). Over-intervention disrupts prosocial routines, increases baseline cortisol and psychological distress, and exposes stabilized individuals to higher-risk antisocial peer groups, thereby increasing recidivism risk.
 - **The Need Principle & Dynamic Risk Reduction:** Interventions must target dynamic, changeable criminogenic needs—specifically sexual deviance, antisocial associates, and emotional dysregulation (Hanson & Morton-Bourgon, 2005; Mann, Hanson, & Thornton, 2010). Once dynamic risk factors have stabilized—as measured by validated dynamic instruments (e.g., STABLE-2007)—the need for specialized intervention ceases. Holding individuals in treatment to maintain surveillance misuses clinical resources.
 - **The Responsivity Principle & Special Populations:** Interventions must be adapted to the cognitive style, learning ability, and developmental characteristics of the client (ATSA, 2014; Bonta & Andrews, 2017). Blanket containment frameworks fail neurodivergent individuals, including those with Autism Spectrum Disorder (ASD) and Intellectual and Developmental Disabilities (IDD). Forcing neurodivergent clients into rigid cognitive-behavioral groups designed for predatory offenders results in misdiagnosed non-compliance, technical violations, and inappropriate institutionalization.

IV. Scientific Realities and Clinical Limitations of Post-Conviction Polygraphy

Arizona's containment infrastructure continues to rely heavily on Post-Conviction Sex Offender Testing (PCSOT). However, contemporary scientific reviews and national clinical standards require clear administrative limitations:

- **Absence of Recidivism Reduction:** Methodological reviews and meta-analyses examining PCSOT have failed to demonstrate that polygraph testing significantly reduces sexual recidivism (Gannon et al., 2014; McGrath et al., 2007; Meijer et al., 2008). A systematic review by the National Research Council (2003) emphasized that polygraphy measures general autonomic nervous system arousal—not deception per se.
- **Clinical Utility vs. Forensic Misuse:** As delineated in the ATSA Practice Guidelines

(2014, 2017), polygraph examinations possess utility strictly as an adjunct clinical tool to encourage sexual history disclosure and assist in developing relapse prevention targets. ATSA guidelines explicitly state that polygraph examinations must **never** be used as the sole determinant for revocation of supervision, criminal prosecution, or termination from treatment.

- **Inappropriateness in Juvenile and Neurodivergent Populations:** ATSA adolescent guidelines (ATSA, 2017) and adolescent development scholars (Fanniff & Becker, 2006; Hempel et al., 2013) reject the routine use of polygraphs with juveniles. Autonomic reactivity in adolescents is highly volatile, physiological norms are unstandardized, and the practice introduces coercive pressures that compromise the therapeutic alliance.

V. Proposed Solution: The Standardized Clinical Competency Matrix

To fulfill A.R.S. § 13-3828(D)(9), the Board must replace calendar-based time floors with an objective, verifiable **Clinical Competency Matrix**. Progression through and discharge from mandated sex-offense-specific treatment must be evaluated through demonstrated mastery of core competencies verified by standardized instruments:

Clinical Competency Domain	Objective Clinical Milestone & Behavioral Marker	Empirical Verification Instrument
1. Dynamic Risk Mitigation	Statistically significant score reduction in dynamic sexual offense risk factors.	STABLE-2007 (Fernandez et al., 2014) / SRA-FV (Hanson et al., 2017).
2. Cognitive Restructuring	Resolution of cognitive distortions, entitlement schemas, and normalization of abusive behaviors.	ABLE-Adolescent/Adult Cognition Scales (Abel et al., 2004) / MIDSA.
3. Self-Regulation Mastery	Development, internal testing, and external clinical verification of a personalized Relapse Prevention Plan (RPP).	Structured Professional Judgment (SPJ) Multi-Disciplinary Team Review (ATSA, 2014).
4. Victim Empathy &	Recognition of victim trauma, acceptance of	Multidimensional Empathy Scales / Standardized

Impact	legal accountability, and elimination of denial/minimization.	Clinical Protocol (Levenson, 2014).
5. Protective Factor Stabilization	Sustained independent employment (≥ 12 months), stable housing, and verifiable prosocial support.	SAPROF (de Vries Robbé et al., 2015) / Field Supervision Collaterals.
6. Supervisory Compliance	Zero technical, behavioral, or legal violations for a minimum period of 12 consecutive months.	Official Judicial/Probation Caseload Records (Labrecque et al., 2014).

Three-Phase Competency Progression Architecture:

1. **Phase I (Baseline Assessment):** Complete standardized actuarial risk assessment, dynamic risk profiling, and evaluation of protective factors within 30 days of intake.
2. **Phase II (Competency Mastery & Intervention):** Deliver targeted cognitive-behavioral modules focused on dynamic needs, cognitive restructuring, and individual relapse prevention mastery.
3. **Phase III (Dynamic Re-Assessment & Administrative Discharge):** Conduct standardized re-assessment of dynamic risk and protective factors, triggering administrative discharge and reduction of supervision conditions once milestones are achieved.

VI. Policy and Statutory Recommendations for AZSOMB

1. **Promulgate Standardized Administrative Exit Criteria:** Pursuant to A.R.S. § 13-3828(D)(9), the Board must formally adopt administrative standards defining the completion of sex-offender treatment based upon the objective competencies outlined in Section V, explicitly barring providers from maintaining clients based solely on arbitrary calendar thresholds.
2. **Establish Independent Clinical Review Panels:** Implement an administrative mechanism allowing clients or supervision officers to request an independent clinical evaluation (via a qualified psychologist without a financial interest in the client's continuing treatment) after 24 months of continuous group participation.
3. **Align Polygraph Standards with ATSA Guidelines:** Formally amend Board standards to prohibit polygraph test results from serving as the sole basis for probation revocations or treatment terminations, and strictly prohibit post-conviction polygraphs on juveniles under age 18.

4. **Mandate Clinical Credit for Incarcerated Program Completion:** Establish reciprocity standards requiring community providers and county probation departments to award full clinical credit for completed ADOC sex-offender treatment modules, avoiding redundant institutional billing.
5. **Legislative Statutory Revision (A.R.S. § 13-3828):** Sponsor statutory amendments during the current revision cycle to add two dedicated public seats for individuals with lived experience and family members to ensure balanced regulatory governance and end vendor self-regulation.

VII. Comprehensive Academic References

- Abel, G. G., Jordan, M. S., & Becker, J. V. (2004). *The Abel Assessment of Sexual Interest: Manual and Psychometric Standards*. Atlanta, GA: Abel Screening, Inc.
- Andrews, D. A., & Bonta, J. (2010). *The Psychology of Criminal Conduct* (5th ed.). New Providence, NJ: LexisNexis / Matthew Bender.
- Andrews, D. A., Bonta, J., & Hoge, R. D. (1990). Classification for effective rehabilitation: Rediscovering psychology. *Criminal Justice and Behavior*, 17(1), 19–52.
- Association for the Treatment of Sexual Abusers (ATSA). (2014). *Practice Guidelines for the Assessment, Treatment, and Management of Male Adult Sexual Abusers*. Beaverton, OR: ATSA.
- Association for the Treatment of Sexual Abusers (ATSA). (2017). *Practice Guidelines for the Assessment, Treatment, and Management of Adolescents with Problematic Sexual Behaviors*. Beaverton, OR: ATSA.
- Bonta, J., & Andrews, D. A. (2017). *The Psychology of Criminal Conduct* (6th ed.). New York, NY: Routledge.
- Center for Sex Offender Management (CSOM). (2007). *Enhancing the Management of Adult and Juvenile Sex Offenders: A Handbook for Policymakers and Practitioners*. Washington, DC: U.S. Department of Justice.
- de Vries Robbé, M., de Vogel, V., Douglas, K. S., & Nijman, H. L. (2015). Changes in protective factors to promote desistance from violent and sexual reoffending: The SAPROF. *Sexual Abuse: A Journal of Research and Treatment*, 27(1), 32–61.
- English, K., Pullen, S., & Jones, L. (1996). *Managing Adult Sex Offenders on Community Supervision: A Containment Approach*. Washington, DC: U.S. Department of Justice, National Institute of Justice.
- Fanniff, A., & Becker, J. V. (2006). Developmental considerations in working with juvenile sexual offenders. In R. E. Longo & D. S. Prescott (Eds.), *Current Perspectives: Working with Sexually Aggressive Youth and Youth with Sexual Behavior Problems* (pp. 119–141). Holyoke, MA: NEARI Press.
- Farmer, M., Beech, A. R., & Ward, T. (2015). Assessing desistance in individuals convicted of sexual offenses: An integrated model. *Journal of Interpersonal Violence*, 30(18), 3179–3201.

- Fernandez, Y., Harris, A. J., Hanson, R. K., & Sparks, J. (2014). *STABLE-2007: Dynamic Risk Assessment Coding Manual*. Ottawa, ON: Public Safety Canada.
- Gannon, T. A., Olver, M. E., Mallion, J. S., & James, M. (2019). Does specialized psychological treatment for offending reduce recidivism? A meta-analysis examining adult and juvenile sexual offender outcomes. *Clinical Psychology Review*, 73, 101752.
- Gannon, T. A., Wood, J. L., Pina, A., & Tyler, N. (2014). An evaluation of the polygraph in the community management of sexual offenders: Recidivism and treatment impact. *Sexual Abuse: A Journal of Research and Treatment*, 26(2), 152–177.
- Hanson, R. K., Bourgon, G., McGrath, R. J., Kroner, D., D'Amora, D. A., Thomas, C., & Motiuk, L. (2017). *The Sex Offender Treatment Rating System (SRA-FV): Assessing Dynamic Risk*. Ottawa, ON: Public Safety Canada.
- Hanson, R. K., Bourgon, G., & Hodgson, S. (2009). The principles of effective correctional treatment also apply to sexual offenders: A meta-analysis. *Criminal Justice and Behavior*, 36(9), 865–891.
- Hanson, R. K., Harris, A. J., Letourneau, E., Helmus, L. M., & Thornton, D. (2014). Reductions in risk based on time offense-free in the community: Once a sexual offender, not always a sexual offender. *Psychology, Public Policy, and Law*, 20(3), 264–278.
- Hanson, R. K., & Morton-Bourgon, K. E. (2005). The characteristics of persistent sexual offenders: A meta-analysis of recidivism studies. *Journal of Consulting and Clinical Psychology*, 73(6), 1154–1163.
- Hempel, I., Buck, N., Cima, M., & van Marle, H. (2013). Review of risk assessment instruments for juvenile sex offenders: What is next? *International Journal of Offender Therapy and Comparative Criminology*, 57(2), 208–228.
- Labrecque, R. M., Schweitzer, M., & Smith, P. (2014). Exploring the perceptions of the offender-officer relationship in a community supervision setting. *Journal of International Criminal Justice Research*, 1, 31–46.
- Levenson, J. S. (2014). Incorporating trauma-informed care into evidence-based sex offender treatment. *Journal of Sexual Aggression*, 20(1), 9–22.
- Levenson, J. S., Willis, G. M., & Prescott, D. S. (2016). Adverse childhood experiences, trauma, and mental health in sexual abusers. *Child Abuse & Neglect*, 53, 93–105.
- Lovins, B., Lowenkamp, C. T., & Latessa, E. J. (2007). Applying the risk principle to sex offenders: Can we over-intervene? *Federal Probation*, 71(2), 38–44.
- Mann, R. E., Hanson, R. K., & Thornton, D. (2010). Assessing risk for sexual recidivism: Some proposals for the field. *Sexual Abuse: A Journal of Research and Treatment*, 22(2), 191–217.
- McGrath, R. J., Cumming, G. F., Hoke, S. E., & Bonn-Miller, M. O. (2007). Construct validity and recidivism impact of the post-conviction polygraph in sex offender management. *Sexual Abuse: A Journal of Research and Treatment*, 19(4), 389–408.
- Meijer, E. H., Verschuere, B., Merckelbach, H., & Crombez, G. (2008). The post-conviction polygraph: A critical review of utility and empirical validity. *International Journal of Law and Psychiatry*, 31(6), 482–491.

- National Research Council. (2003). *The Polygraph and Lie Detection*. Washington, DC: The National Academies Press.
- Schmucker, M., & Lösel, F. (2015). The effects of sexual offender treatment on recidivism: An international meta-analysis of sound quality evaluations. *Journal of Experimental Criminology*, 11(4), 597–630.
- Willis, G. M., & Prescott, D. S. (2016). The Good Lives Model and the Risk-Need-Responsivity model: A critical comparison and integrative framework. *Sexual Abuse: A Journal of Research and Treatment*, 28(8), 780–804.
- Willis, G. M., & Ward, T. (2013). The role of strengths and protective factors in the rehabilitation of sexual offenders. In L. A. Craig, L. Dixon, & T. A. Gannon (Eds.), *What Works in Offender Rehabilitation* (pp. 417–434). Hoboken, NJ: Wiley-Blackwell.