

RFQVA AMENDMENT	DEPARTMENT OF ECONOMIC SECURITY
RFQVA No: DDD 705015	Agency: Division of Developmental Disabilities
Amendment No: 2	Address: 1789 W. Jefferson, Site Code 791A Phoenix, Arizona 85005
Page 1 of 10	Phone: (602) 542-6874

A signed copy of the signature page 2 of this amendment must be included in the hard copy of the Application, or, if a Qualified Vendor Agreement has been awarded as of the date of issue of this amendment, the Qualified Vendor must return a signed copy of this amendment within 30 days of the date of issue to:

Contract Management Section
Business Operations – Site Code 791A
Division of Developmental Disabilities
Arizona Department of Economic Security
P.O. Box 6123
Phoenix, Arizona 85005

The RFQVA is amended as follows:

Section 2 – TABLE OF CONTENTS

Page 2-2 is amended by adding “6.12 Contingency Planning” and “6.13 Certifications” under Section 6, and “C. Certification Regarding Lobbying” and “D. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transactions” under Section 9.

Section 6 – DES/DDD STANDARD TERMS AND CONDITIONS

Page 6-25 is amended by adding Sections 6.8.2.13 and 6.8.2.14, in order to include Federal Immigration and National Act and Deficit Reduction Act compliance requirements.

Page 6-34 is amended by adding Sections 6.12 and 6.13. Section 6.12 imposes new business continuity and planning requirements on Qualified Vendors. Section 6.13 requires Qualified Vendors to certify compliance with lobbying and debarment, suspension, ineligibility, and exclusion requirements.

Section 9 – ATTACHMENTS

A Certification Regarding Lobbying form and a Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion – Lower Tier Covered Transactions form have been added.

The following pages are attached:

Revised SECTION 2 – TABLE OF CONTENTS, page 2-2

Revised SECTION 6 – DES/DDD STANDARD TERMS AND CONDITIONS, pages 6-25, 6-25(a), 6-34, and 6-35

Revised SECTION 9 – ATTACHMENTS, pages 9 Att. C-1, 9 Att. D-1, and 9 Att. D-2

EXCEPT AS PREVIOUSLY AMENDED, ALL OTHER PROVISIONS OF THE RFQVA SHALL REMAIN IN THEIR ENTIRETY.

NOTE: IN ACCORDANCE WITH A.R.S. § 36-557.K, RATES FOR THE SERVICES PURCHASED THROUGH THIS RFQVA ARE INCLUDED IN THE RATE BOOK, WHICH IS AVAILABLE ON THE DIVISION’S WEBSITE.

Applicant hereby acknowledges receipt and understanding of the above RFQVA amendment.

The above referenced RFQVA Amendment is hereby executed this 20th day of July, 2007, at Phoenix, Arizona.

Signature Date

Typed Name and Title

Name of Company

Qualified Vendor Number

Agreement Number


DDD Procurement Specialist

6. DES/DDD Standard Terms and Conditions

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A. Application and Qualified Vendor Agreement Award.....9 Att. A-1

B. Qualified Vendor Application and Directory System..... 9 Att. B-1

C. Certification Regarding Lobbying..... 9 Att. C-1

D. Certification Regarding Debarment, Suspension, Ineligibility,
and Voluntary Exclusion Lower Tier Covered Transactions..... 9 Att. D-1

- 6.8.2.8.9 Providing copies of member/client records, including evaluations and progress reports; and
- 6.8.2.8.10 Ensuring that all movement of Division members, except in emergency need situations, is coordinated through the ISP team. If a member is receiving Title XIX funded services, no member movement shall take place unless it is part of the member's ISP.
- 6.8.2.9 The Qualified Vendor and any subcontractor shall comply with the Occupational Safety and Health Administration (OSHA) regulations regarding bloodborne pathogens, 29 CFR 1910.1030.
- 6.8.2.10 The terms of this agreement shall be subject to the terms of the intergovernmental agreement between the Division and AHCCCS for the provision of services under ALTCS.
- 6.8.2.11 The Qualified Vendor shall comply with the requirements of the Health Insurance Portability and Accountability Act of 1996 (Public Law 104-191) and all applicable implementing Federal regulations. The Qualified Vendor shall notify the Division no later than 120 days prior to any required compliance date if the Qualified Vendor is unwilling to or anticipates that it will be unable to comply with any of the requirements of this section. Receipt by the Division of a notice of anticipated inability or unwillingness to comply as required by this section constitutes grounds for the termination of this agreement.
- 6.8.2.12 Any changes to Federal laws, regulations, or policies, to Arizona law, to Department, Division, or AHCCCS administrative rules, policies, procedures, service standards, or guidelines, or to the intergovernmental agreement between the Division and AHCCCS during the term of this agreement shall apply to the agreement. If the Qualified Vendor or the Division reasonably believes that the change would cause a significant increase or decrease in the cost of providing services under the agreement, then such party may request that the rate be adjusted; however, such request must be submitted to the other party in writing within 30 days of the change. The parties must seek to adjust the rate in good faith. Failure to notify the other party within 30 days waives the right of the party to seek an adjustment. Implementation of any and all rate adjustments is contingent upon availability and authorization to expend the necessary State/Federal funds.
- 6.8.2.13 By entering into this agreement, the Qualified Vendor warrants compliance with the Federal Immigration and Nationality Act (FINA) and all other Federal immigration laws and regulations related to the immigration status of its employees. The Qualified Vendor shall obtain statements from its subcontractors certifying compliance and shall furnish the statements to the Division upon request. These warranties shall remain in effect through the term of the agreement. The Qualified Vendor and its subcontractors shall also maintain Employment Eligibility Verification forms (I-9) as required by the U.S. Department of Labor's Immigration and Control Act, for all employees performing work under the agreement. I-9 forms are available for download at USCIS.GOV. The Division may request verification of compliance for any Qualified Vendor or subcontractor performing work under the agreement. Should

- the Division suspect or find that the Qualified Vendor or any of its subcontractors are not in compliance, the Division may pursue any and all remedies allowed by law, including, but not limited to: suspension of work, termination of the agreement for default, and suspension and/or debarment of the Qualified Vendor. All costs necessary to verify compliance are the responsibility of the Qualified Vendor.
- 6.8.2.14 By entering into this agreement, the Qualified Vendor warrants compliance with the Deficit Reduction Act of 2005 (P.L. 109-171). Any Qualified Vendor that receives at least five million dollars in Medicaid payments annually shall establish written policies for all employees (including management), and for all employees of any contractor or agent of the Qualified Vendor, providing detailed information about false claims, false statements, and whistleblower protections under applicable Federal and State fraud and abuse laws. These written policies must include a specific discussion of the foregoing laws and detailed information regarding the Qualified Vendor's policies and procedures for detecting and preventing fraud, waste and abuse, as well as the rights of employees to be protected as whistleblowers. In addition, the Qualified Vendor must establish a process for training, and train, existing staff and new hires on false claims, false statements, and whistleblower protections under applicable Federal and State fraud and abuse laws and the Qualified Vendor's policies and procedures for detecting and preventing fraud, waste and abuse, and the rights of employees to be protected as whistleblowers. All training must be conducted in such a manner that can be verified by the Division.
- 6.8.3 Advance Directives.
As appropriate, the Qualified Vendor shall comply with Federal and State law on advance directives for adult individuals. Requirements include:
- 6.8.3.1 Maintaining written policies for adult individuals receiving care through the Qualified Vendor regarding the individual's right to make decisions about medical care, including the right to accept or refuse medical care and the right to execute an advance directive. If the Qualified Vendor has a conscientious objection to carrying out an advance directive, it must be explained in policies. (A Qualified Vendor is not prohibited from making objection when made pursuant to A.R.S. 36-3205.C.1.)

- 6.11.2.3.11 The protester may proceed to the next level of appeal if the protester does not receive a response from the Department procurement officer within 21 days of receipt by the Department procurement officer of the Notice of Protest.
- 6.11.2.3.12 Upon receipt of the decision Department's Office of Appeals, the protester may appeal pursuant to Title 41, Chapter 6, Article 10, or seek relief through the Superior Court as provided in A.R.S. § 12-901 et seq.
- 6.11.2.3.13 If a Protest of any specific numbered provision of an amendment is upheld pursuant to sections 6.11.2.3.7, 6.11.2.3.10 or 6.11.2.3.11 above, then that specific numbered provision shall be subject to the remedy associated with the Protest decision, but no other provision of the amendment shall be affected.

6.12 Contingency Planning

6.12.1 Business Continuity.

- 6.12.1.1 Each Qualified Vendor shall establish a written Business Continuity Plan (BCP). The BCP shall, at a minimum, include the following:
- a. Internal emergency notification call-trees, organizational chart, and orders of succession.
 - b. Checklists to contact and coordinate with police, fire, medical, and other community emergency responders.
 - c. The Qualified Vendor's emergency points of contact(s) information, communications and reporting protocols with the Division.
 - d. Plans to respond, restore, and resume business operations as soon as practical and also protecting the life, health, and safety of consumers and the Qualified Vendor's staff.
- 6.12.1.2 In addition, the Qualified Vendor shall have contingencies for:
- a. The loss of facilities/sites.
 - b. Electronic/telephone failure at primary place of business.
 - c. Loss of computer systems/records.
 - d. A facility evacuation plan that assures the successful evacuation of consumers and staff.
 - e. A self-sheltering plan which maintains adequate staffing levels, food, water, prescribed medications and equipment that meet the needs of consumers for the duration of the emergency/disaster event.
- 6.12.1.3 The Qualified Vendor shall conduct BCP exercises, annually.
- 6.12.1.4 The BCP shall be specific for each of its Arizona facilities and reference local emergency resources as described in section 6.12.1.1.
- 6.12.1.5 The Qualified Vendor shall provide annual BCP training for all staff members.
- 6.12.1.6 The Qualified Vendor shall review its BCP(s), perform updates as required, and shall submit the BCP within 30 days of agreement award or effective date of the agreement whichever is sooner. The BCP is subject to the approval of the Division.
- 6.12.1.7 In the event of a local disaster declaration, an emergency declared by the Governor of Arizona, the President of the United States, or the World Health Organization which makes the performance of any term of this agreement impossible or impracticable, the Division shall have the authority to:
- a. Temporarily void the agreement(s) in whole or in part if the Qualified Vendor cannot perform to the standards agreed upon in the initial terms.

- b. Implement emergency procurements as authorized by the Director of the Arizona Department of Administration pursuant to A.R.S. § 41-2537 of the Arizona Procurement Code.
 - c. Reinstate the voided agreement(s) if the Qualified Vendor can demonstrate ability to resume performance of the agreement(s).
- 6.12.1.8 As a result of the provisions contained in section 6.12.1.7 and subsections (a), (b), or (c) the Division shall not incur any liability with a Qualified Vendor during a disaster or emergency event.
- 6.12.2 Pandemic Contractual Performance.
- 6.12.2.1 The Division shall require a written plan that illustrates how the Qualified Vendor shall perform up to the agreement standards in the event of a pandemic. The Division may require a copy of the plan at anytime prior or post award of an agreement. At a minimum, the pandemic performance plan shall include:
- a. Key succession and performance planning if there is a sudden significant decrease in Qualified Vendor's workforce.
 - b. Alternative methods to ensure there are services or products in the supply chain.
 - c. An up to date list of company contacts and organizational chart.
- 6.12.2.2 In the event of a pandemic, as declared by the Governor of Arizona, U.S. Government or the World Health Organization, which makes performance of any term under this agreement impossible or impracticable, the Division shall have the following rights:
- a. After the official declaration of a pandemic, the Division may temporarily void the agreement(s) in whole or specific sections if the Qualifies Vendor cannot perform to the standards agreed upon.
 - b. The State shall not incur any liability if a pandemic is declared and emergency procurements are authorized by the Director of the Arizona Department of Administration per A.R.S. § 41-2537 of the Arizona Procurement Code.
 - c. Once the pandemic is officially declared over and/or the Qualified Vendor can demonstrate the ability to perform, the Division, at its sole discretion may reinstate the temporarily voided agreement(s).

6.13 Certifications

- 6.13.1 Lobbying.
- 6.13.1.1 The Qualified Vendor shall submit the Certification Regarding Lobbying form, and by so doing, agrees to compliance with 49 CFR Part 20. The Certification Regarding Lobbying form may be found in Section 9 as "Attachment C".
- 6.13.2 Suspension or Debarment.
- 6.13.2.1 In addition to the terms and conditions in section 6, the Qualified Vendor shall submit the Certification Regarding Debarment, Suspension and Voluntary Exclusion Lower Tier Covered Transactions form, which may be found in Section 9 as "Attachment D".

**SECTION 9
ATTACHMENT C
CERTIFICATION REGARDING LOBBYING**

Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief, that:

- (1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions.
- (3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Statement for Loan Guarantees and Loan Insurance

The undersigned states, to the best of his or her knowledge and belief, that:

If any funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this commitment providing for the United States to insure or guarantee a loan, the undersigned shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions. Submission of this statement is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required statement shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

APPLICANT'S ORGANIZATION: _____

PRINTED NAME AND TITLE OF AUTHORIZED REPRESENTATIVE

Prefix: _____ * First Name: _____ Middle Name: _____

* Last Name: _____ Suffix: _____ Title: _____

* SIGNATURE

* DATE

**SECTION 9
ATTACHMENT D
Debarment, Suspension, Ineligibility, and Voluntary Exclusion
Lower Tier Covered Transaction**

This certification is required by the regulations implementing Executive Order 12549-Debarment and Suspension, 29 CFR Part 98, Section 98.300, Participant's responsibilities. The regulations were published as Part VII of the May 26, 1988 Federal Register (pages 19160-19211).

(BEFORE COMPLETING CERTIFICATION, READ ATTACHED INSTRUCTIONS WHICH ARE AN INTEGRAL PART OF THE CERTIFICATION)

- (1) The prospective recipient of federal assistance funds certifies, by submission of this proposal, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by a federal department or agency.
- (2) Where the prospective recipient of federal assistance funds is unable to certify any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Name and Title of Authorized Representative

Signature

Date

**Instructions for Debarment, Suspension, Ineligibility, and Voluntary
Exclusion – Lower Tier Covered Transaction Certification**

1. By signing and submitting this proposal, the prospective recipient of federal assistance funds is providing the certification as set out below.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective recipient of federal assistance funds knowingly rendered an erroneous certification, in addition to other remedies available to the federal government, the Department of Labor (DOL) may pursue available remedies, including suspension and/or debarment.
3. The prospective recipient of federal assistance funds shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective recipient of federal assistance funds learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.
5. The prospective recipient of federal assistance funds agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the DOL.
6. The prospective recipient of federal assistance funds further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transactions," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may but is not required to check the List of Parties Excluded from Procurement or Non-Procurement Programs.
8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the federal government, the DOL may pursue available remedies including suspension and/or debarment.