



**TITLE: REQUEST FOR QUALIFIED VENDOR APPLICATION**

**RFQVA DDD-2024**

**Amendment #1 Date: July 1, 2025**

## PART 1

### INTRODUCTION

The Department of Economic Security (DES or Department), and its Division of Developmental Disabilities (DDD or Division) is responsible for providing services and supports to over 40,000 Arizonans with an Intellectual and/or Developmental Disability (I/DD), through a contract with the State Medicaid agency, the Arizona Health Care Cost Containment System (AHCCCS).

DES is guided by its mission: **To strengthen individuals, families, and communities for a better quality of life.** ~~The Department of Economic Security makes Arizona stronger by helping Arizonans reach their potential through temporary assistance for those in need, and care for the vulnerable.~~

~~DES aims to achieve its “True North” that All Arizonans who qualify receive timely DES services and achieve their potential.~~ DES is also guided by the following values:

- **Integrity: We are honest and transparent and are accountable for our actions and their impacts.**
- **People First: We prioritize our staff and the people we serve to achieve the best and most equitable outcomes.**
- **Respect: We demonstrate compassion, treat all people with dignity and kindness and embrace diversity.**
- ~~Accountability – We commit to excellence, innovation, and transparency.~~
- ~~Integrity – We are trustworthy, honest, and reliable.~~
- ~~Respect – We appreciate each other, and value those we serve.~~
- ~~Teamwork – We collaborate with humility, and partner with kindness.~~
- ~~Diversity – We respect all Arizonans, and honor those in need.~~

The Division similarly has a mission of “*Empowering individuals with developmental disabilities to lead self-directed, healthy, and meaningful lives.*” To foster these aims, the Department enters into Qualified Vendor Agreements (QVA) with Qualified Vendors throughout the State to deliver needed services to Members with an I/DD, through the Request for Qualified Vendors Application (RFQVA). This RFQVA outlines the Department’s expectations of Qualified Vendors who provide services to DDD Members to ensure that these services are delivered according to the mission and aims of DES and DDD. Having a QVA with the Department is a requirement for all Qualified Vendors delivering DDD services.

Pursuant to Arizona Revised Statutes (A.R.S.) § 36-557 and rules adopted thereunder (Arizona Administrative Code R6-6-2101 *et seq.*), which are incorporated herein by reference, applications to become a Qualified Vendor to deliver DDD services through the RFQVA process will be accepted by DDD at the time and manner specified within this RFQVA. Applicants may refer to the DDD Qualified Vendor Contract User Manual,

available on the Department's website, for assistance in completing the Application. See DDD's website for the current manual.

Applications shall be submitted electronically using the Department's Contract Administration System (CAS) (see the CAS and Part 7 of the RFQVA). To ensure a complete submission of the Application, **Qualified Vendors should** please follow the instructions contained in Part 4 of the RFQVA.

Persons with a disability may request reasonable accommodation by contacting DDD's Customer Service Center at 1-844-770-9500 option 1. For TDD/TTY, please call through the Arizona Relay Service at 1-800-367-8939. Requests should be made as early as possible to allow time to arrange the accommodation. DDD is an equal employment opportunity agency.

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**PART 3**

**STANDARD TERMS AND CONDITIONS FOR QUALIFIED VENDORS**

**1 Definition of Terms**

As used in this Request for Qualified Vendor Application (RFQVA), the terms listed below are defined as follows:

- 1.1 AHCCCS – Arizona Health Care Cost Containment System as established by Arizona Revised Statutes (A.R.S.) § 36-2901, *et seq.* and defined by Arizona Administrative Code (A.A.C.) R9-22-101(B).
- 1.2 AHCCCSA – Arizona Health Care Cost Containment System Administration.
- 1.3 AHCCCS Minimum Subcontract Provisions – AHCCCS minimum requirements for the Division’s contractors and subcontractors providing services to Members eligible for DD/ALTCS and/or receiving Title XIX (ALTCS) funds.
- 1.4 ALTCS – Arizona Long Term Care System as authorized by A.R.S. § 36-2932.
- 1.5 Applicant – A person as defined in A.R.S. § 41-2503(30) who submits a response to the Request for Qualified Vendor Applications on their own or behalf of an entity.
- 1.6 Application – A complete set of required documents, submitted to the Department as outlined in the RFQVA DDD-2024, Part 4 - Instructions to the Qualified Vendor Applicant.
- 1.7 Application Approval Date – The date the Application is approved and signed by the Contracts Administrator, which activates the QVA. Application approval is dependent on complying with all requirements of the RFQVA.
- 1.8 Arizona Administrative Code (A.A.C.) – The official publication of the codified rules of the State of Arizona or as may be amended.
- 1.9 Arizona Revised Statutes (A.R.S) – The statutory laws of the State of Arizona. All references to statutes within the QVA include those statutes as they may be amended.
- 1.10 **Article 9 - The Arizona Administrative Code Title 6, Department of Economic Security, Chapter 6, Division of Developmental Disabilities, Article 9, Interventions for Unsafe and Inappropriate Behaviors.**
- 1.11 Business Continuity Plan (BCP) – A detailed written statement submitted by an Applicant or a Qualified Vendor describing how it will ensure the continuity of services in the event of emergencies, unforeseen Material Events, or other similar circumstances.
- 1.12 Business Day – Between the hours of 8:00 a.m. and 5:00 p.m. Arizona time any day of the week other than Saturday, Sunday, a State holiday as

enumerated in A.R.S. § 1-301, or a day on which the Department is authorized or obligated by law or executive order to close.

- 1.13 Business Plan – A written statement outlining basic information about a Qualified Vendor’s business including organization structure, executive summary, financial plan, marketing plan, and other information contained in Part 7, Attachment 7-B; that an Applicant or Qualified Vendor submits as part of its Application, and updates as necessary.
- 1.14 Caregiver – Family members, friends or neighbors who provide unpaid assistance to an individual with a chronic illness or disabling condition.
- 1.15 Clean Claim – Consistent with the definition set forth in A.R.S. §36-2904(G)(1), claims that May be processed without obtaining additional information from the Qualified Vendor of service or from a third party but does not include claims under investigation for fraud and abuse or claims under review for medical necessity.
- 1.16 Code of Federal Regulations (C.F.R) – The codification of the general and permanent rules published in the Federal Register by the departments and agencies of the Federal Government.
- 1.16 Community Developmental Disability Services – Any service or support the Department is authorized to procure on behalf of Members and Responsible Persons; see also Part 3, section 1.37.
- 1.17 Community Residential Services - are provided in a residential setting in which persons with developmental disabilities live and are provided with appropriate supervision by the service provider responsible for operating the residential setting; and includes a child developmental home or an adult developmental home operated or contracted by the department or the department's contracted vendor, a group home operated or contracted by the department or a behavioral-supported group home or nursing-supported group home contracted by the department.
- 1.18 Competitive Integrated Employment – Work that is performed on a full-time or part-time basis for which an individual is: (a) compensated at or above minimum wage and comparable to the customary rate paid by the employer to employees without disabilities performing similar duties and with similar training and experience; (b) receiving the same level of benefits provided to other employees without disabilities in similar positions; (c) at a location where the employee interacts with other individuals without disabilities; and (d) presented opportunities for advancement similar to other employees without disabilities in similar positions. Competitive Integrated Employment (§ 361.5(c)(9))
- 1.19 Conflict of Interest – Means any prior, current, or potential interest of the Qualified Vendor that would conflict with the performance of the Qualified Vendor's obligations under this Qualified Vendor Agreement. A Conflict of Interest would also apply to a relative (as defined by A.R.S. § 38-502) of a Qualified Vendor, its employees, vendors, Subcontractors, or a

Developmental Home Provider, who is Responsible Person or who has a power of attorney for any member they serve.

- 1.20 Contract Action – is a formal corrective measure taken by the Division to ensure ongoing compliance with, and accountability for, the legal and contractual obligations under the QVA.
- 1.21 Contract Administration System (CAS) – A Focus web-based application that is used to administer Qualified Vendor Contracts.
- 1.22 Contract Effective Date - **The date the Qualified Vendor’s Application is accepted by the State, the Qualified Vendor Agreement is signed by the DDD Procurement Officer, and on which date the Qualified Vendor is bound to provide approved services based upon the RFQVA, including all terms and conditions, service specifications, scope of work, and amendment(s).** ~~–the date the Division adds the service start date(s) to the CAS. Service start dates will not be added until the QV has completed all post-RFQVA Application approval activities, including Readiness Review and Credentialing.~~
- 1.23 **Credentialing - A process in which written evidence of qualifications are obtained in order for practitioners to participate under contract with a specific managed care organization.**
- 1.24 Cultural Competency – A set of congruent behaviors, attitudes and policies enabling professionals to work effectively in cross-cultural situations. Culture includes language, thoughts, communications, actions, customs, beliefs, values, and institutions of racial, ethnic, religious, or social groups. Competence implies having the capacity to function effectively as an individual and an organization within the context of the cultural beliefs, behaviors, and needs presented by individuals and their communities.
- 1.25 Day(s) - Calendar days unless otherwise specified.
- 1.26 Department – Means the Arizona Department of Economic Security (ADES) or the Department of Economic Security (DES).
- 1.27 Department Amendment – A solicitation amendment or a Division-approved amendment to the QVA. The Division of Developmental Disabilities (DDD) and DES have the authority to amend a QVA.
- 1.28 Developmental Home Provider – A current licensee holder who provides either Adult Developmental Home or Child Developmental Home Services as defined by A.R.S. § 36-551 or a Child Developmental Certified Home as defined by A.R.S. § 8-501.
- 1.29 Developmental Home – Adult Developmental Home and Child Developmental Home licensed by the Department pursuant to A.R.S. § 36-591.
- 1.30 **Digital Signature - Is a certificate-based digital ID which includes a time and date stamp.**

- 1.31 Direct Care Worker (DCW) – A Direct Support Professional who has passed the required DCW competency tests who assists Members with a disability with activities necessary to allow them to reside in their home.
- 1.32 Direct Support Professional (DSP) – An individual who delivers direct support in Home and Community-Based services with current training according to the training and/or certification or licensing requirements of the Home and Community-Based Service(s) they provide. Some DSPs are required to complete DCW training. DSPs may include Developmental Home Providers and therapists who provide direct support. DSPs support Members to develop independent skills and **participate** ~~be included~~ in their communities.
- 1.33 Division or DDD – Means the Division of Developmental Disabilities within the Department of Economic Security. References to rules, policies, or procedures of the Division Shall be interpreted to include all rules, policies, and procedures of the Department.
- 1.34 Electronic Visit Verification (EVV) – Consistent with the requirements of the 21st Century Cures Act, 42 U.S.C. § 1396(I), with respect to personal care services or home health care services, a system under which visits conducted as part of such services are electronically verified with respect to the type of service performed, the individual receiving the service, the date of the service, the location of service delivery, the individual providing the service, and the time the service begins and ends.
- 1.35 Encounter – Consistent with A.A.C. R9-22-701, a Record of a Home and Community-Based Services delivered by a Qualified Vendor and any Subcontractor registered with AHCCCS to a DDD Member enrolled in AHCCCS' ALTCS on the date of service.
- 1.36 Family-Centered – Care that recognizes and respects the pivotal role of the family in the lives of Members. It supports families in their natural care-giving roles, promotes normal patterns of living, and ensures family collaboration and choice in the provision of services to the Member. When appropriate the Member directs the involvement of the family to ensure Person-centered care.
- 1.37 Focus – The **Division's** ~~Department's~~ web application **on the Department's website** used for maintaining, collecting, and sharing Member information between the Division and Qualified Vendors.
- 1.38 Government Purpose Rights - the unlimited, perpetual, irrevocable, royalty free, non-exclusive, worldwide right to use, modify, reproduce, release, perform, display, sublicense, disclose and create derivatives from that work product without restriction for any activity in which State is a party; the right to release or disclose that work product to third parties for any State government purpose; and the right to authorize those to whom it rightfully releases or discloses that work product to use, modify, release, create derivative works from the work product for any State government

purpose; such recipients being understood to include the federal government, the governments of other states, and various local governments.

- 1.39      Gratuity – A payment, loan, subscription, advance, deposit of money, services, or anything of more than nominal value, present or promised, unless consideration of substantially equal or greater value is received.
- 1.40      Health Insurance Portability and Accountability Act (HIPAA) – The Health Insurance Portability and Accountability Act of 1996 (Pub. L. 104-109) is a federal law that establishes standards to protect sensitive patient health information from being disclosed without the patient’s consent or knowledge. These rules protect the privacy of Protected Health Information (PHI) in any form and safeguard the confidentiality, integrity, and availability of any Electronic PHI (ePHI).
- 1.41      Home and Community-Based Services (HCBS) – Services as defined in A.R.S. § 36-2931 and A.R.S. § 36-2939(B) and as referenced in A.A.C. R6-6-1501(9).
- 1.42      Home and Community-Based Services Final Rule – The final rule issued by the Center for Medicare and Medicaid Services that ensures people receiving HCBS have full access to the benefits of community living and are able to receive services in the most integrated setting. Community Developmental Disability Services are subject to this rule; also known as the HCBS Settings Rule, 42 U.S.C. § 1396n.
- 1.43      Home Program – A plan developed by a therapist that is used to train Members, their family members, and caregivers to implement and monitor therapeutic activities.
- 1.44      Initial Service Start Date - the date the Division adds the first service start date to service(s) in the CAS. Service start dates will not be added until the QV has completed all post-RFQVA Application approval activities, including Readiness Review and Credentialing.
- 1.45      Key Personnel – Personnel whose knowledge and expertise are necessary for the Qualified Vendor to perform the requirements of the contract and without whom the Qualified Vendor May not be able to adequately perform the requirements. This May also include individuals, or if the Applicant/Qualified Vendor is a corporation or other entity, any partner, manager, director, officer, or Person directly or indirectly controlling five percent (5%) or more of the outstanding voting shares or other ownership interest of the Applicant/Qualified Vendor.
- 1.46      Key Positions – The positions of Chief Executive Officer (CEO), Chief Financial Officer (CFO), Chief Administrator, and Business Administrator, or their functional equivalents.
- 1.47      Limited English Proficiency – Describes the language needs of individuals who do not speak English as their primary language and who have a limited ability to read, speak, write, or understand English.

- 1.48 List of Excluded Individuals/Entities - means the Health and Human Services Office of the Inspector General's list of individuals and entities currently excluded from participation in Medicaid, Medicare, and all other Federal healthcare programs.
- 1.49 Material Event – Any circumstance, or threatened circumstance, that could prevent or impede the Qualified Vendor's, or its subcontractors or agents, ability or authority to perform its obligations under this QVA, or circumstances that have significant fiscal impact to QVA financial stability, including but not limited to the duty to render services in a manner that protects the health and safety of DDD Members. Examples of Material Events include, but are not limited to: a regulatory enforcement action, or threatened action, or criminal prosecution brought against the Qualified Vendor, any officer, director, Key Personnel, or other management official of the Qualified Vendor, or any Person owning or controlling over five percent (5%) of any class of securities issued by the Qualified Vendor, (e.g., issues with credentials, licenses, permits, or certifications held by the Qualified Vendor), bankruptcy or insolvency of the Qualified Vendor or bankruptcy or insolvency of any Person owning or controlling over five percent (5%) of any class of securities issued by the Qualified Vendor, litigation or other legal action where damages or other remedies are sought from the Qualified Vendor (e.g., default on payment of wages, indebtedness, or tax penalties), the Qualified Vendor's assets are subject to a court-ordered restriction on transfer (e.g., garnishment affecting Qualified Vendor assets),, or an action alleging dishonesty or fraud, or that the Qualified Vendor or Key Personnel have engaged in acts of misconduct, loss of Key Personnel, default on contracts or subcontracts necessary to the performance of this QVA.
- 1.50 May – Whenever the word May is used in this QVA, it indicates something that is permissible, but is not mandatory.
- 1.51 Meaningful Day – supporting people with ID/DD to explore their interests and how they are connected to other people through those interests. A Meaningful Day results in self-determination and empowerment, enhanced skill development, and increased connections with other people.
- 1.52 Member – Consistent with A.R.S. § 36-551(13), an eligible individual or client authorized to receive services through the Division.
- 1.53 Natural Supports – Family members and friends who have unpaid relationships with a Member, or people in the community who have developed a supportive relationship with a Member based on mutual interests and regular contact over time. Natural Supports are typically developed in natural settings where people develop relationships, such as home, work, school, and the larger community.
- 1.54 Outcomes – The measurable goals documented in the Member's Planning Document.

- 1.55 Pandemic – The designation by the county, State, or federal government within the United States of a disease that is prevalent throughout the county, State, country, continent, or world.
- 1.56 Pandemic Performance Plan – A written statement describing how the Qualified Vendor will ensure the continuity of services through a pandemic, which is submitted by a Qualified Vendor as part of its Application.
- 1.57 Performance Improvement (PI) - A proactive approach that continuously studies processes with the goal of improving the quality of service and care delivery.
- 1.58 Person – Consistent with A.R.S. § 41-2503(30), any corporation, business, individual, union, committee, club, other organization, or group of individuals.
- 1.59 Personnel - A person employed or subcontracted by a Qualified Vendor for wages or salary.
- 1.60 Plan of Care (POC) – A written statement developed by a qualified provider and certified by the primary care provider or physician outlining a specific course of treatment for a Member. The Plan of Care includes the Member’s treatment diagnosis, assessment results, long-term treatment goals as well as the type, duration, and frequency of therapy or home health nursing services and discharge criteria, education and training components, according to the Member’s needs.
- 1.61 Planning Document or Person Centered Service Plan (PCSP) – A written statement of the type, frequency, and duration of the services and supports needed to achieve the appropriate Outcomes for a Member. The Planning Document, or integrated treatment plan incorporates and replaces the Individual Program Plan, the placement evaluation, the individualized service program plan (ISPP) and the service program plan used in A.R.S. §36-557.
- 1.62 Planning Team – A group of individuals that shall include the Member, Responsible Person (when applicable), Support Coordinator, and a representative from the agency for Members living in a licensed setting and with the Member’s consent, their health care decision maker, designated representative and any individuals important in the Member’s life, including but not limited to extended family members, friends, service providers, community resource providers, representatives from religious or spiritual organizations, and agents from other service systems with the Member or Responsible Person’s consent. The size, scope, and intensity of involvement of the team members are determined by the objectives of the planning team to best meet the needs and individual goals of the Member.
- 1.63 Policy Manual(s) - The guiding documents and manuals setting forth the governing policies of AHCCCS and the Division are set out including

Operations, Medical, Eligibility, Behavior Support, and Provider available on AHCCCS and the Division's Websites.

- 1.64 Procurement Officer – The Person duly authorized to enter into and administer QVAs and make written determinations with respect to the QVA or his/her designee.
- 1.65 Qualified Vendor – A provider of Community Developmental Disability Services that has applied for Qualified Vendor status, meets the criteria for Qualified Vendor status, and has entered into a QVA with the Department. Also means contractor.
- 1.66 Qualified Vendor Amendment – An amendment to the Qualified Vendor Agreement requested by a Qualified Vendor.
- 1.67 Qualified Vendor Agreement (QVA) – The valid and executed contract between the Department and a Qualified Vendor describing the services the Qualified Vendor is qualified to provide and the terms and conditions governing the relationship between the Department and the Qualified Vendor including any amendments, attachments, schedules, or exhibits. Also referred to as a “contract”.
- 1.68 Quality Assurance (QA) - A process used to ensure services are meeting quality standards and assuring care reaches a certain level
- 1.69 Quality of Care Concern– An allegation that any aspect of care, or treatment, utilization of behavioral health services or utilization of physical health care services, (or lack thereof), which caused or could have caused an acute medical/psychiatric condition or an exacerbation of a chronic medical/psychiatric condition and may ultimately cause the risk of harm to a Member.
- 1.70 Quality Management Plan (QMP) – A written statement detailing the Qualified Vendor's strategy for implementing and monitoring Quality Assurance and Performance Improvement (QAPI) strategies over time. The QMP is a required part of the Application, and upon award the Qualified Vendors is required to review annually, and provide updates to the Department as needed.
- 1.71 Rate Book – The rate structure established and published pursuant to A.R.S. § 36-557(M).
- 1.72 **Readiness Review - A required meeting facilitated by the Division with the Qualified Vendor's signatories in order to review expectations and requirements for provision of HCBS services to Division Members.**
- 1.73 Record(s) – Data related to the QVA in any form including documents created and/or maintained to document the acquisition and performance of the QVA. This May include Member data , vendor data , books, accounts, reports, files, and other Records.

- 1.74 Request for Qualified Vendor Application (RFQVA) – A notice issued by the Department requesting vendors to apply to be Qualified Vendors for the delivery of Home and Community-Based Services.
- 1.75 Responsible Person – Consistent with A.R.S. § 36-551(39), either the parent or guardian of a minor with a developmental disability, the guardian of an adult with a developmental disability or an adult with a developmental disability who is a client or an applicant for whom no Responsible Person has been appointed.
- 1.76 Service Authorization - Prior approval from the Division to a QV to provide necessary HCBS as identified by the Member's planning team
- 1.77 Service Specification - Consistent with A.A.C. R6-6-101(68), describes the scope, and all the requirements and objectives of the service; see also the Exhibits included in Part 6.
- 1.78 Service Start Date - The date entered in the CAS system following successful completion of all post-RFQVA Application approval activities, including Readiness Review and Credentialing.
- 1.79 Shall – Whenever the word Shall is used in this QVA, it indicates something that is mandatory. Failure to meet mandatory requirements May result in the rejection of an Application or termination of the QVA, in whole or in part.
- 1.80 Should – Whenever the word Should is used in this QVA, it indicates that something is recommended but not mandatory. If the Applicant fails to provide recommended information, the State May, at its sole option, ask the Applicant to provide the information or evaluate the Application without the information.
- 1.81 Signatory - An individual that is responsible for the business operations or the program operations of the business entity, and has the authority to act on behalf of the business entity in the execution of the Qualified Vendor's duties and responsibilities as per the terms of this contract (RFQVA DDD-2024) including signing contract documents and amending the Qualified Vendor Agreement.
- 1.82 State – The State of Arizona.
- 1.83 **State Issued Government Identification - Includes a valid state issued driver's license or personal identification card with photograph, legal name, and current residential address.**
- 1.84 Subcontract – Any arrangement, expressed or implied, between the Qualified Vendor and a third Person or between a Subcontractor and its Subcontractor, purporting to delegate or assign, in whole or in part, the making or furnishing of any material or any service required for the performance of the QVA.

- 1.85 Subcontractor-Another Person delegated or assigned in whole or in part, by a Qualified Vendor for the making or furnishing of any material or any service required for the performance of the QVA.
- 1.86 Support Coordinator - Consistent with A.A.C. R9-21-101, et seq. R9-28-101, et seq., and R6-6-101, et seq., an individual assigned as responsible for locating, accessing, and monitoring the provision of services to individuals in conjunction with a clinical team.
- 1.87 Technical Assistance - targeted resources, tools and supports provided to a Qualified Vendor with a development need or compliance issue with the end goal of building the capacity and capability of the entity.
- 1.88 Termination Date - The date upon which the contractual relationship between the Department and the Qualified Vendor ends and the Qualified Vendor Agreement is no longer in effect,
- 1.89 Third Party Liability – Consistent with A.A.C. R6-6-101(71), the resources available from a Person or entity that is, or May be, by agreement, circumstances, or otherwise, liable to pay all or part of the medical expenses incurred by a Member.
- 1.90 Third Party Payor – Consistent with A.A.C. R6-6-101(72), any Person that is or may be liable to pay all or part of the medical cost of injury, disease, or disability of a Member.
- 1.91 Vendor Call (for services) – A notice from the Division inviting Qualified Vendors and individual independent providers to submit a response indicating their availability to provide services for a specific Member or specific group of Members, based on the requirements defined in the Member’s Planning Document.
- 1.92 Workforce Development Plan – A written statement outlining short-term and long-term strategic workforce capacity and capability requirements. The Workforce Development Plan is initially submitted by a Qualified Vendor as part of their Application and Shall be updated periodically throughout the term of the QVA.

**2 QVA Interpretation**

2.1 Arizona Law.

Arizona law applies to this QVA.

2.2 Implied QVA Terms.

Each provision of law and any terms required by law to be in this QVA are a part of this QVA as if fully stated in it.

2.3 QVA Order of Precedence.

In the event of a conflict in the provisions of the QVA, as accepted by the Department and as amended, the following Shall prevail in the order set forth below:

- 2.3.1 Standard Terms and Conditions;
- 2.3.2 Scope of Work;
- 2.3.3 Service Specifications and Exhibits;
- 2.3.4 Published Rate Book;
- 2.3.5 Documents referenced or included in the solicitation; and
- 2.3.6 The Application.
- 2.4 Relationship of Parties.
  - 2.4.1 The Qualified Vendor under this QVA is an independent contractor. Neither party to this QVA Shall be deemed to be the employee or agent of the other party to the QVA. In the event that the Qualified Vendor or its Personnel is sued or prosecuted for conduct arising from this QVA, the Qualified Vendor or its Personnel will not be represented by the Department or the Arizona Attorney General. In addition, taxes or social security payments will not be withheld from a State payment issued hereunder and the Qualified Vendor Shall make arrangements to directly pay such expenses.
- 2.5 Signatory.
  - 2.5.1 At least one signatory of the QVA Shall reside in and have a physical address in the State **or reside within the United States and have a physical address within fifty (50) miles of the Arizona State border.**
- 2.6 Severability.
  - 2.6.1 The provisions of this QVA and any amendments to the QVA are severable. Any term or condition deemed illegal or invalid Shall not affect any other term or condition of the QVA or the amendment.
- 2.7 No Parol Evidence.
  - 2.7.1 This QVA is intended by the parties as a final and complete expression of their agreement. No course of prior dealings between the parties and no usage of trade Shall supplement or explain any terms used in this document and no other understanding, either oral or in writing, Shall be binding.
- 2.8 No Waiver.
  - 2.8.1 Either party's failure to insist on strict performance of any term or condition of the QVA Shall not be deemed a waiver of that term or condition even if the party accepting or acquiescing in the nonconforming performance knows of the nature of the performance and fails to object to it.
- 2.9 Headings.
  - 2.9.1 The section headings used in the QVA are for reference and convenience only and Shall not enter into any interpretation of the QVA.

**3 QVA Administration and Operation**

**3.1 Records.**

- 3.1.1 Consistent with A.R.S. §§ 35-214 and 35-215, the Qualified Vendor Shall retain and contractually require each subcontractor to retain all Records relating to the acquisition and performance of the QVA for a period of five (5) years after the date of final payment under the QVA, including when the QVA is completely or partially terminated. In compliance with A.R.S. § 12-2297, the Qualified Vendor Shall retain Records as follows: (i) If the patient is an adult, for at least six years after the last date the adult patient received medical or health care services from that provider; and (ii) If the patient is a child, either for at least three years after the child's eighteenth birthday or for at least six years after the last date the child received medical or health care services from that provider, whichever date occurs later. All Records Shall be subject to inspection and audit by the State at reasonable times. Upon request, the Qualified Vendor Shall produce a legible copy of any or all such Records.
- 3.1.2 Records that relate to grievances, disputes, litigation, or the settlement of claims arising out of the performance or non-performance of this QVA, or costs and expenses of this QVA to which exception has been taken by the State, Shall be retained by the Qualified Vendor until such disputes, litigations, claims or exceptions are resolved by way of a binding agreement, the rendering of a final judgment, or the claims have otherwise been dismissed.
- 3.1.3 The Qualified Vendor Shall provide, at no charge, all Records requested by the Department or its attorneys (including but not limited to, **records pertaining to matters involving** ~~requests relating to Adult Protective Services, Child Support Services - Enforcement, or Department of Child Safety Child Protective Services~~), and/or AHCCCS and all information from its Records relating to the performance of this QVA that the Department or the AHCCCS May reasonably require.
- 3.1.3.1 Unless otherwise agreed to by the Department, Records requested by the Department, or its attorneys are to be provided prior to or on the date set forth in the request. If the Qualified Vendor receives the request less than seven (7) Business Days prior to the response date specified, the Qualified Vendor Shall make diligent efforts to comply with the request and immediately notify the Department of the status of its efforts to comply.
- 3.1.4 The Qualified Vendor reporting requirements hereunder May include, but are not limited to, timely and detailed utilization statistics, information, and reports.
- 3.1.5 The Qualified Vendor Shall follow all policies and procedures of the Department for the acceptance, retention, disposition, and accounting for Member funds as specified in the Division's Policy Manual(s). The

Qualified Vendor Shall also develop and maintain internal policies and procedures for the administration of Member funds.

- 3.1.6 The Department is responsible for the submission of accurate Encounters to AHCCCS for all Community Developmental Disability Services rendered to eligible Members by the Qualified Vendor and any Subcontractor. Claims filed by the Qualified Vendor and any Subcontractor are the basis of the Department's Encounter submissions to AHCCCS. Qualified Vendors Shall work with the Department to ensure that accurate Encounters occur, including adhering to Department billing requirements and E.V.V. requirements. Department billing requirements are posted on the Department's website.
- 3.1.7 Records of services provided pursuant to this QVA will be maintained in accordance with this QVA. Records shall:
  - 3.1.7.1 Adequately identify all services provided by service code;
  - 3.1.7.2 Include Personnel Records, which contain applications for employment, job titles and descriptions, disciplinary history, hire and termination dates, copies of the fingerprint clearance cards and required background checks, training records, wages, rates, and dates of personnel actions affecting any of these items;
  - 3.1.7.3 Include time and attendance Records for individual employees to support all salaries and wages paid and claims for payment from the Department;
  - 3.1.7.4 Include Records related to administration of Member funds; including include Records of the source of all receipts and the deposit of all funds received by the Qualified Vendor;
  - 3.1.7.5 Include final copies of billing or other Records relating to disbursements including but not limited to invoices, statements, sales tickets, billings for services, deposit slips, etc., and a cash disbursement journal and canceled checks to reflect all disbursements related to the QVA;
  - 3.1.7.6 Include a complete general ledger with accounts for the collection of all costs and/or fees applicable to the QVA;
  - 3.1.7.7 Include copies of lease/rental contracts, mortgages and/or any other Contracts, which in any way May affect Qualified Vendor expenditures; and
  - 3.1.7.8 Include documentation of all requests or complaints, formal or informal, by any Person.
- 3.1.8 Any such Records not maintained Shall mandate an audit exception in the amount of the inadequately documented expenditures.
- 3.1.9 If this QVA is completely or partially terminated, the Records relating to the scope of goods and/or services terminated Shall be preserved and made available for a period of five (5) years from the date of final payment under the QVA, or for such longer term as required by A.R.S. § 12-2297.

- 3.2 Non-Discrimination.
- 3.2.1 In accordance with A.R.S. § 41-1461, *et seq.* and Executive Orders 2009-09, 2023-01 and 2023-09, the Qualified Vendor Shall provide equal employment opportunities for all Persons, regardless of race, color, religion, creed, sex, age, national origin, disability, or political affiliation.
- 3.2.2 Unless exempt under Federal law, the Qualified Vendor Shall comply with Title VI and Title VII of the Civil Rights Act of 1964, the Age Discrimination in Employment Act, the Rehabilitation Act of 1973, the Fair Labor Standards Act of 1938, the Americans with Disabilities Act (ADA), and the Arizona Disability Act.
- 3.2.3 If the Qualified Vendor is an Indian Tribal Government, the Qualified Vendor Shall comply with the Indian Civil Rights Act of 1968. An Indian Tribal Qualified Vendor may engage in Indian preference in hiring.
- 3.2.4 Unless expressly waived by the Department, the following Shall be included in all publications, forms, flyers, etc. that are distributed to recipients of Community Developmental Disability Services:
- 3.2.4.1 Under Titles VI and VII of the Civil Rights Act of 1964 (respectively Title VI and Title VII) and the Americans with Disabilities Act of 1990 Section 504 of the Rehabilitation Act of 1973 and the Age Discrimination Act of 1975, *insert Qualified Vendor name here*) prohibits discrimination in admissions, programs, services, activities, or employment based on race, color, religion, sex, national origin, age, and disability. The *(insert Qualified Vendor name here)* Shall make a reasonable accommodation to allow a Person with a disability to take part in a program, service, or activity. Auxiliary aids and services are available upon request to Members with disabilities. For example, this means that if necessary, the *(insert Qualified Vendor name here)* Shall provide sign language interpreters for people who are deaf, a wheelchair accessible location, or enlarged print materials. It also means that the *(insert Qualified Vendor name here)* will take any other reasonable action that allows you to take part in and understand a program or activity, including making reasonable changes to an activity. If you believe that you will not be able to understand or take part in a program or activity because of your disability, please let us know of your disability needs in advance if possible. To request this document in an alternative format or for further information about this policy please contact: *(insert Qualified Vendor contact Person and phone number here)*.
- 3.3 Notices.
- 3.3.1 All notices from the Department to Qualified Vendors Shall reference the solicitation RFQVA. Notices from Qualified Vendors to the Department Shall reference the Qualified Vendor's contract number. Notices to the Qualified Vendor required by this QVA May be made by the State via email to the email contact indicated on the Qualified Vendor Application

form submitted by the Qualified Vendor. Notices to the Qualified Vendor by the State May be made solely via email.

3.3.2 It is the responsibility of the Qualified Vendor to keep their Qualified Vendor Agreement email contact and address updated to ensure receipt of notices from the State.

3.3.3 Notices to the State required by the QVA Shall be made by the Qualified Vendor to the **Division's** Department's Contract Administrator by either mailing to the following address:

Arizona Department of Economic Security Division of Developmental  
Disabilities

Attn: Contracts Administration Unit, QVA Section

P.O. Box 6123, Mail Drop 2HC3, Phoenix, Arizona 85005-6123

or, emailing it to [DDDDContractsManager@azdes.gov](mailto:DDDDContractsManager@azdes.gov) except where an original signature or original document is required, in which case it Shall be mailed or hand delivered to the Department. All notices or other documentation supplied to the Department by the Qualified Vendor Shall contain the RFQVA number , Qualified Vendor contract number, and name of the entity.

3.4 Advertising and Promotion of QVA.

3.4.1 The Qualified Vendor Shall not advertise or publish information for commercial purposes concerning this QVA without the prior written approval of the Department as outlined in the Division's Policy Manual(s).

3.4.2 The Qualified Vendor Shall provide to the Department for review and approval all reports or publications (written, visual, and/or audio) which are intended for Members or Applicants regarding services funded or partially funded under the QVA a minimum of thirty (30) Days prior to delivery or publication. The preceding sentence does not apply to communications directed to the general public. The Qualified Vendor Shall refer to the Division's Policy Manual(s) for guidance on submitting and processing materials pursuant to this subsection.

3.4.3 All reports and publications, whether written, visual, or audio, Shall contain the following Statement: *The program described in this publication is funded through a contract with the Arizona Department of Economic Security (the Department). Points of view are those of the author and do not necessarily represent the official position or policies of the Department.*

3.5 Rights In Work Product.

3.5.1 All intellectual property originated or prepared by Contractor pursuant to the Contract, including but not limited to, inventions, discoveries, intellectual copyrights, trademarks, trade names, trade secrets, technical communications, records reports, computer programs and other

documentation or improvements thereto, including Contractor's administrative communications and records relating to the Contract, are considered work product and Contractor's property, provided that, State has Government Purpose Rights to that work product as and when it was delivered to State.

- 3.5.2 At the termination of the QVA, in whole or in part, the Qualified Vendor Shall make available all such relevant materials, reports, data and information to the Department within thirty (30) Days following termination of the QVA or such longer period as approved by the Department.
- 3.6 Confidentiality.
- 3.6.1 The Qualified Vendor Shall observe and abide by all applicable State and Federal statutes, rules and regulations regarding the use or disclosure of information including, but not limited to, information concerning applicants for and recipients of Community Developmental Disability Services. To the extent permitted by law, the Qualified Vendor Shall release information to the Department and the Arizona Attorney General's Office as required by the terms of this QVA, by law or upon their request.
- 3.6.2 The Qualified Vendor Shall comply with the requirements of the Arizona Address Confidentiality Program, A.R.S. § 41-161, *et seq.*
- 3.7 QVA Term.
- 3.7.1 The term of this QVA Shall be the period from the date of signing by the Department to the QVA termination date as awarded or extended, or such an earlier date as provided in Parts 3 and 10 of this RFQVA.
- 3.7.2 The Department reserves the right to extend the QVA on a month-to-month basis until all requirements of this QVA are satisfied. The Contractor Shall make provisions for continuing all management and administrative services until the QVA is terminated, not to exceed the maximum term for the RFQVA.
- 3.7.3 The maximum term for this RFQVA is five (5) years from **January 1, 2025** ~~the Contract Effective Date of this RFQVA~~ unless otherwise determined by the State that it is in its best interests to extend it.
- 3.7.4 The Procurement Officer May exercise the Department's option to extend or renew the QVA by unilateral Department Amendment; a written amendment signed by both parties Shall not be necessary. The Department has no obligation to extend or renew this RFQVA.
- 3.8 Cooperation.
- 3.8.1 The Department May undertake or award other agreements or contracts for additional services related to the goods and services performed by the Qualified Vendor, and the Qualified Vendor Shall fully cooperate with such other Qualified Vendors, **State** contractors, and State employees **at the direction of the Department.** The Qualified Vendor Shall not commit or permit any act that will interfere with the performance of work by any

Qualified Vendor, **state** contractor, or State employee. The Qualified Vendor Shall cooperate with the State in the transfer of work, services, or Records from the Qualified Vendor to any other Qualified Vendor(s), **state** contractor(s), or State employee(s) that the State deems appropriate for the other Qualified Vendor(s), **state** contractor(s), or State employee(s) to perform work under their QVA, contract, or duties as a State employee.

3.9 Qualified Vendor Technical Assistance.

3.9.1 The Department May provide Technical Assistance to the Qualified Vendor in the administration of Community Developmental Disability Services, or relating to the terms and conditions and policies and procedures governing this QVA.

3.9.2 Notwithstanding the foregoing, the Qualified Vendor Shall not be relieved of full responsibility and accountability for the provision of Community Developmental Disability Services in accordance with the terms and conditions set forth herein.

3.10 Enrollment or Disenrollment.

3.10.1 Procedures for enrolling or disenrolling Members in services provided by the Qualified Vendor Shall be in accordance with the QVA and all applicable Department and/or AHCCCS rules and policies. AHCCCS rules and policies May be found on AHCCCS's website.

3.11 Offshore Performance of Work Prohibited.

3.11.1 Due to security and identity protection concerns, direct services under this QVA Shall be performed within the borders of the United States. Any services that are described in the specifications or scope of work that directly serves the State or Members and May involve access to or transmission of secure or sensitive data or personal information or development or modification of software for the State Shall be performed within the borders of the United States. Unless specifically stated otherwise in the specifications or scope of work, this definition does not apply to indirect or overhead services, redundant back-up services or services that are incidental to the performance of the QVA. This provision applies to work performed by Subcontractors at all tiers.

**4 Costs and Payments**

4.1 Payments.

4.1.1 Upon delivery of goods or services, the Qualified Vendor Shall submit a claim. Submission of the claim constitutes an affirmation by the Qualified Vendor that the claim is accurate. Nothing in this QVA requires the State to pay claims any sooner than thirty (30) Days after receipt of a Clean Claim.

4.1.2 The Qualified Vendor is paid a specified amount for each unit of service or deliverable as designated in the Service Specification and Rate Book or negotiated rate.

- 4.1.3 The Qualified Vendor Shall report QVA expenditures to the Department in the manner prescribed by the Records, Audits, and Reporting Requirements sections of these terms and conditions. Upon receipt of applicable, accurate and complete reports, the Department Shall authorize payment or reimbursement in accordance with the method(s) prescribed by this QVA.
- 4.1.4 If the Qualified Vendor is, in any manner, in default in the performance of any obligation under this QVA or if audit exceptions are identified, the Department May, in addition to other available remedies, either offset the amount of payment or withhold payment until satisfactory resolution of the default or exception.
- 4.1.5 The Department will not pay the Qualified Vendor:
- 4.1.5.1 For services that exceed the authorization;
- 4.1.5.2 For services performed prior to authorization or prior to the Contract Effective Date or after the Termination Date of the QVA;
- 4.1.5.3 For services delivered prior to licensing, if licensing is required;
- 4.1.5.4 For services delivered prior to required certification including, but not limited to, certification as a HCBS provider;
- 4.1.5.5 For services delivered prior to obtaining AHCCCS provider enrollment; and
- 4.1.5.6 For services delivered when the services required the use of EVV and were not verified through an approved EVV system.
- 4.1.6 Clean Claims by the Qualified Vendor Shall be submitted to the Department on the Department's approved billing documents and in the format required by the Department, AHCCCS, or the Federal government under the electronic submission requirements of HIPAA. Guidance for Clean Claims can be found on the Division's website.
- 4.1.7 The Department is not obligated to pay for services provided without prior authorization by the Department. An initial claim for services Shall be received by the Department no later than six (6) months from the date of service unless the claim involved retro eligibility. Claims initially received beyond the six (6) month time frame, except claims involving retro-eligibility, will be denied. If a claim is originally received within the six (6) month time frame, the Qualified Vendor will have up to twelve (12) months from the date of service or sixty (60) days from the date of the recoupment to correctly resubmit the claim in order to achieve Clean Claim status or to adjust a previously processed claim, unless the claim involves retro-eligibility. If a claim does not achieve Clean Claim status or is not adjusted correctly within twelve (12) months from the date of service, the Department is not liable for payment in accordance with A.A.C. R9-22-703 (B)4.

- 4.1.8 For the purpose of determining the date of receipt of a claim, the date of receipt is the date the Department receives the claim. Only claims received by the Department in accordance with the provisions of this section will be considered for payment.
- 4.1.9 Corrections to claims submitted to the Department in which an underpayment was made due to either billing errors or an error on the part of the Department when paying shall be made within a twelve (12) month period following the date of service. Underpayment billing corrections will not be considered beyond twelve (12) months from the date of service.
- 4.2 Applicable Taxes.
- 4.2.1 Payment of Taxes
- 4.2.1.1 The Qualified Vendor is responsible for paying all applicable taxes.
- 4.2.2 State and local transaction privilege taxes.
- 4.2.2.1 The State of Arizona is subject to all applicable State and local transaction privilege taxes. Transaction privilege taxes apply to the sale and are the responsibility of the seller to remit. Failure to collect taxes from the buyer does not relieve the seller from its obligation to remit taxes.
- 4.2.3 Tax Indemnification
- 4.2.3.1 The Qualified Vendor and any Subcontractor shall pay all Federal, State, and local taxes applicable to its operation and any Persons employed by the Qualified Vendor. The Qualified Vendor shall require all Subcontractors to hold the State harmless from any responsibility for taxes, damages, and interest, if applicable, contributions required under Federal, and/or State and local laws and regulations and any other costs including transaction privilege taxes, unemployment compensation insurance, Social Security, and Worker's Compensation.
- 4.2.4 Arizona Substitute W-9 Form
- 4.2.4.1 In order to receive payment under the QVA, the Qualified Vendor shall have a current Arizona Substitute W-9 Form on file with the State and shall submit an Arizona Substitute W-9 upon request by the Department. An Arizona Substitute W-9 shall be submitted if there are any changes to the Qualified Vendor's address, name, telephone number or other information. A copy of this Arizona Substitute W-9 form can be found at the Arizona Department of Administration's General Accounting Office website.
- 4.3 Availability of Funds.
- 4.3.1 As per A.R.S. § 35-154, the Department may adjust payment authorizations, adjust prior service authorizations, or terminate this QVA, in whole or in part, without further recourse, obligation, or penalty if insufficient funds are appropriated or allocated. The Director of the

Department Shall have the sole and unfettered discretion in determining the availability of funds.

4.4 Reduction in Appropriations.

4.4.1 If the State Legislature reduces the appropriations to the Department resulting directly or indirectly in a decrease in funding for goods and service that are subject to this QVA the State May take any appropriate action, including but not limited to the following actions:

4.4.1.1 Post revised rates in the Rate Book;

4.4.1.2 Terminate the QVA; and

4.4.1.3 Terminate the QVA and re-solicit the requirements.

4.4.2 No liability Shall accrue to the State in the event this provision is exercised, and the State Shall not be obligated or liable for any future payments or for any damages as a result of adjustment in rates or cancellation of the QVA

4.5 Certification of Cost or Pricing Data.

4.5.1 By signing the Application, amendment or other official form, the Qualified Vendor is certifying that, to the best of the Qualified Vendor's knowledge and belief, any cost or pricing data submitted is accurate, complete, and current as of the date submitted or other mutually agreed upon date. Furthermore, the price to the State Shall be adjusted to exclude any significant amounts by which the State finds the price was increased because the Qualified Vendor furnished cost or pricing data that was inaccurate, incomplete, or not current as of the date of certification. Such adjustments by the State May include overhead, profit, or fees. The certification of cost or pricing data does not apply when QVA rates are set by law or regulation.

4.6 Fees and Program Income.

4.6.1 The Qualified Vendor Shall not impose fees or charges of any kind upon Members for services authorized under this QVA; this prohibition includes but is not limited to seeking indemnification, release, or other contract rights from the Member.

4.6.2 The Qualified Vendor Shall not submit a claim, demand, or otherwise collect payment from a Member for ALTCS services in excess of the amount paid to the Qualified Vendor by the AHCCCS or the Department. The Qualified Vendor Shall not bill or attempt to collect payment directly or through a collection agency from a Member claiming to be ALTCS eligible without first receiving verification from the AHCCCS that the Member was ineligible for ALTCS on the date of service or that services provided were not ALTCS covered services (A.A.C. R9-22-702).

4.6.3 The Department Shall collect Member's cost of care portion as described in A.A.C. R6-6-1201, *et seq.*

- 4.6.3.1 The Qualified Vendor Shall not collect this amount from Members.
- 4.7 Levels of Service.
- 4.7.1 The Department makes no guarantee to purchase specific quantities of goods or services, or to refer Members as May be identified or specified herein. Further, it is understood and agreed that this QVA is for the sole convenience of the Department and that the Department reserves the right to obtain like goods or services from other sources.
- 4.7.2 Any administration within the Department May obtain services under this QVA.
- 4.7.3 The Department makes no guarantee to purchase all the service capacity or to provide any number of referrals.
- 4.8 Notification of Change in Residential Placement.
- 4.8.1 Except in an emergency need situation, any changes in residential services and settings shall be requested in writing prior to the change and require Division approval as outlined in the Division’s Policy Manual(s).
- 4.9 Payment Recoupment.
- 4.9.1 The Qualified Vendor Shall reimburse the Department upon demand or the Department May deduct or offset from future payments the following:
  - 4.9.1.1 Any amount paid by the Department to the Qualified Vendor for services that are not authorized;
  - 4.9.1.2 Any amounts paid by the Department to the Qualified Vendor for Community Developmental Disability Services that have been inaccurately reported or fail to meet payment requirements outlined in the Division’s Claims Submission Guide.
  - 4.9.1.3 Any amounts paid by the Qualified Vendor to a Subcontractor if the Qualified Vendor entered into the Subcontract without advance notice to the Department;
  - 4.9.1.4 Any amount or benefit paid directly or indirectly to an individual or organization not in accordance with the Substantial Interest Disclosure section of Parts 3 and 4.11 of this RFQVA;
  - 4.9.1.5 Any amounts paid by the Department for services that duplicate services covered or reimbursed by other specific grants, contracts, or payments;
  - 4.9.1.6 Any amounts paid to the Qualified Vendor or reimbursed in excess of the QVA or service reimbursement ceiling;
  - 4.9.1.7 Any amounts paid to the Qualified Vendor that are subsequently determined to be defective pursuant to the Certification of Cost or Pricing Data section of these terms and conditions;
  - 4.9.1.8 Any payments made for services rendered before the **Initial Service Start Date** ~~Contract Effective Date~~ or after the QVA Termination Date (whether in whole or in part);

- 4.9.1.9 Any amount paid to the Qualified Vendor by the Department that is identified as a financial audit exception; and
- 4.9.1.10 Any payments made to a Qualified Vendor who has failed to maintain the appropriate insurance, certification, or credentialing through the Department, or license required to deliver services.
- 4.10 Reporting Requirements.
- 4.10.1 Programmatic Reports - Unless otherwise provided in this QVA, reporting Shall adhere to the following schedule: no later than the thirtieth (30<sup>th</sup>) day following the end of each month during the QVA term, the Qualified Vendor Shall submit required programmatic reports to the Department in the form set forth in the QVA or as required by the Department. Failure to submit accurate and complete reports by the thirtieth (30<sup>th</sup>) day following the end of a month May result in delay of payment. Failure to provide reporting within forty-five (45) Days following the end of a month May result in the termination of the QVA.
  - 4.10.1.1 No later than the forty-fifth (45<sup>th</sup>) day following the termination of this QVA, in whole or in part, the Qualified Vendor Shall submit to the Department a final programmatic report. Failure to submit the final programmatic report within the above time period May result, at the option of the Department, in forfeiture of final payment. Following the end of each QVA term, the Qualified Vendor Shall submit a programmatic report to the Department in the form set forth in the QVA no later than the forty-fifth (45<sup>th</sup>) day following the end of each QVA term.
- 4.10.2 Financial Reports - Unless otherwise provided in this QVA, the Qualified Vendor Shall submit required financial reports no later than the forty-fifth (45<sup>th</sup>) day following the termination of this QVA, in whole or in part, the Qualified Vendor Shall submit to the Department a final financial report. Failure to submit the final financial report within the above time period May result, at the option of the Department, in forfeiture of final payment. The final financial report for the QVA term Shall include all adjustments to prior financial reports submitted for the QVA term.
- 4.10.3 All Records or other documentation Shall be supplied to the individual designated by the Department.
- 4.10.4 The Qualified Vendor Shall comply with any other reporting requirements as specified in the QVA or as required by the Department.
- 4.11 Substantial Interest Disclosure.
- 4.11.1 The Qualified Vendor Shall not make any payments, either directly or indirectly, to any Person, partnership, corporation, trust, or any other organization that has a substantial interest in the Qualified Vendor's organization or with which the Qualified Vendor (or one of its directors, officers, owners, trust certificate holders or a relative thereof) has a

substantial interest, unless the Qualified Vendor has previously made a full written disclosure of the proposed payments, including amounts, to the Department.

- 4.11.2 Leases or rental contracts or purchase of real property Shall be in writing and accompanied by an independent commercial appraisal of fair market rental, lease, or purchase value, as appropriate.
- 4.11.3 For the purpose of this section, relative Shall have the same meaning as in A.R.S. § 38-502(9).
- 4.12 Coordination of Benefits: Third Party Liability Determination.
- 4.12.1 Services may be covered by a Third-Party Payor.
- 4.12.2 The Qualified Vendor Shall report via email ([tplwaviors@azdes.gov](mailto:tplwaviors@azdes.gov)) to the Department any updates to the Member-specific Third-Party Liability information within ten (10) Business Days of learning of the new information.
- 4.12.3 When applicable, the Qualified Vendor Shall seek payment from the third party payor utilizing the AHCCCS-approved Current Procedural Terminology codes (CPT) or Healthcare Common Procedure Coding System (HCPCS) for the service provider's category of service, up to the amount of liability before submitting a claim to the Department.
- 4.12.4 When submitting a claim to the Department, the Qualified Vendor Shall also provide information acceptable to the Department showing the rejection or nonpayment of the claim by the third party payor. Acceptable information includes, but is not limited to, an explanation-of-benefits form when the third party is an insurance company whose potential liability for the claim arises out of a contract of insurance.
- 4.12.5 In the event the Qualified Vendor receives payment from a Third Party Payor in an amount that meets or exceeds the published rate, the Qualified Vendor Shall report the provision of service on the claim document showing no amount due from the Department.
- 4.12.6 To the extent the Department pays all or a portion of a claim of the Qualified Vendor, the Qualified Vendor hereby assigns to the Department all rights it would otherwise have had from the third party or from any other source.
- 4.12.7 AHCCCS rules apply to the coordination of benefits under this QVA.
- 4.13 Alternative Payment Models/Strategies.
- 4.13.1 In addition to the rate structure outlined in the Division's Rate Book, the Department May enact a model or strategies to align Qualified Vendor payments to incentivize quality, outcomes, and value as outlined in AHCCCS and Division policies. These models and strategies May be assessed equitably by all Qualified Vendors.

**5 Accountability and Professional Standards**

5.1 Qualified Vendor Code of Conduct.

5.1.1 The Qualified Vendor shall deliver services in a humane, respectful, and person-centered manner, demonstrating Cultural Competency, and in accordance with any and all applicable professional accreditation standards. Levels of staff qualifications, professionalism, numbers of Personnel and individuals identified by name Shall be maintained as presented in the QVA.

5.1.2 Failure by the Qualified Vendor to give full effect, in the Department's sole judgment, to the rights guaranteed by the laws identified in Parts 3 section 3.2 of the RFQVA, or any other applicable State or Federal law, or to maintain or produce upon demand Records of all requests or complaints, formal or informal, by any Person, relating to those rights, constitutes a material breach of this QVA.

5.1.3 The Qualified Vendor Shall Subcontract with or utilize only those Persons that demonstrate Culturally Competent and person-centered practices, who meet accessibility standards for Members with disabilities, and who do not discriminate based on ethnicity, gender, age, race, religion, marital status, sexual orientation, or socioeconomic status. Subcontractors and their credentials Shall meet all the requirements that apply to the Qualified Vendor.

5.1.4 The Qualified Vendor Shall ensure that its Personnel, Subcontractors, agents, and any other individual utilized by the Qualified Vendor for this QVA:

5.1.4.1 Represent themselves, their credentials, and their relationship to Qualified Vendors accurately to Members and others in the community. Participate as appropriate in the planning process, and the implementation of plan objectives;

5.1.4.2 Maintain consumer privacy and confidential information in conformity with federal and State law, rule, regulation, and policy, including HIPAA requirements and the Business Associates Agreement;

5.1.4.3 Ensure that all individuals who participate in this QVA have been trained and have affirmed their understanding of federal and State law, rule, regulation, and policy, including HIPAA and ADA requirements, regarding privacy and confidential information;

5.1.4.4 Ensure that Members receiving services are safely supervised and accounted for;

5.1.4.5 Act in a professional manner in all matters in the fulfillment of this QVA;

5.1.4.6 Honor commitments, and treat Members and families with dignity and respect.

5.2 Prohibited Qualified Vendor Actions.

- 5.2.1 Misrepresentation or withholding of any material facts or information during the application process and the QVA term.
- 5.2.2 Qualified Vendors, their personnel, subcontractors, agents, or any other individual utilized by the Qualified Vendor for this QVA Shall not participate in any of the following: sexual activity with Members, Responsible Persons, and Caregivers, the employing of authority or influence with Members and Responsible Persons for the benefit of their own interests or a third party, exploiting the Member's trust in the Qualified Vendor, or accepting any commission, rebates, or any other form of remuneration except for payment by the Qualified Vendor.
- 5.2.3 The Qualified Vendor Shall ensure that its Personnel, Subcontractors, agents, and any other Person utilized by the Qualified Vendor for this QVA Shall avoid any action that is or might create or result in the appearance of:
  - 5.2.3.1 Inappropriate use or divulging of information gathered or discovered pursuant to the performance of its obligations under the QVA;
  - 5.2.3.2 Using any kickbacks or other inducements to secure an authorization for services;
  - 5.2.3.3 Acting on behalf of the State without appropriate authorization;
  - 5.2.3.4 Providing favorable or unfavorable treatment to anyone;
  - 5.2.3.5 Making a decision on behalf of the State that exceeded its authority, that could result in partiality, or have a political consequence for the State;
  - 5.2.3.6 Misrepresenting or otherwise impeding the efficiency, authority, actions, policies, or adversely affecting the confidence of the public or integrity of the State; or
  - 5.2.3.7 Loss of impartiality when advising the State.
- 5.3 Audit.
  - 5.3.1 Pursuant to A.R.S. § 35-214, the Qualified Vendor's and/or any subcontractor's books, accounts, reports, files, and other Records relating to the contract Shall be subject at all reasonable times to inspection and audit by the State, and when applicable, the Federal Government, for five (5) years after completion of the QVA.
  - 5.3.2 All Qualified Vendors are subject to the programmatic and financial monitoring requirements of each Department program to ensure accountability of the delivery of all goods and services.
- 5.4 Financial Viability Standards.
  - 5.4.1 The Qualified Vendor Shall comply with the AHCCCS financial viability standards. AHCCCS' current financial viability standards include current assets divided by current liabilities Shall be equal to or greater than a ratio of (one) 1.00. Current assets May include any long-term investments that

can be converted to cash within twenty-four (24) hours without significant penalty (i.e., greater than twenty percent (20%)). If current assets include a receivable from a parent company, the parent company Shall have liquid assets that support the amount of the inter-company loan.

- 5.4.2 The Qualified Vendor Shall prepare financial reports in accordance with Generally Accepted Accounting Principles (GAAP). Annual financial audit reports Shall be conducted in accordance with Generally Accepted Auditing Standards (GAAS) audited by an independent certified public accountant. The completed audited Financial Statement Report Package Shall be submitted to the Department Person designated to receive notices within thirty (30) Days after completion of the audit, or at least annually, unless a different time is requested and approved by the Department. Audits of non-profit corporations receiving Federal or State monies required pursuant to Federal or State law Shall be conducted as provided in 31 United States Code (U.S.C.) § 7501, *et seq.* and A.R.S. § 35-181.03 and any other applicable statutes, rules, regulations, and standards.
- 5.4.3 A Qualified Vendor receiving seven million dollars (\$7,000,000) or more in payments from the Department for Community Developmental Disability Services in any State fiscal year Shall provide the Department the following: (a) Quarterly financial Statements no later than sixty (60) days following the end of the quarter, and (b) Annual ~~audited~~ financial Statements **audited by a Certified Public Accountant (CPA)**, no later than thirty (30) days after the completion of the audit unless a different time has been requested and approved by the Department.
- 5.4.4 A Qualified Vendor receiving payments from the Department for Qualified Vendor services in any State fiscal year in the amount of at least four million dollars (\$4,000,000) but less than seven million dollars (\$7,000,000) shall provide the Department the following according to the Qualified Vendor's fiscal year: (a) Semi-annual financial statements no later than sixty (60) days following the end of the second quarter; and (b) Annual financial statements that have been reviewed by an independent certified public accountant. The review report Shall consist of at least a balance sheet, income statement and statement of cash flows. Annual financial statements shall be submitted to the Division no later than thirty (30) days after the completion of the review unless a different time has been requested and approved by the Division.
- 5.4.5 A Qualified Vendor receiving payments from the Department for Qualified Vendor services in any State fiscal year in the amount of at least one million dollars (\$1,000,000) to less than four million dollars (\$4,000,000) shall provide the Department an annual financial compilation that has been compiled by an independent certified public accountant and according to the Qualified Vendors fiscal year. A compilation Shall consist of at least a balance sheet, income statement and statement of cash flows. Annual financial statements shall be submitted to the Division no

later than thirty (30) Days after the completion of the compilation unless a different time has been requested and approved by the Division.

- 5.4.6 A Qualified Vendor receiving payments from the Department for Qualified Vendor services in any state fiscal year less than one million dollars (\$1,000,000) shall provide the Department an annual financial statement based upon the Qualified Vendor's fiscal year that consists of a balance sheet, income statement, and statement of cash flows within one hundred twenty (120) Days after fiscal year end.
- 5.4.7 The Qualified Vendor shall report the term of their Fiscal Year to the Division in the CAS. If the Qualified Vendor is a sole proprietor (not incorporated) entity without employees, it May submit its tax returns for the fiscal year (in lieu of the financial Statements) no later than one hundred twenty (120) Days after the fiscal year ends.
- 5.5 Personnel.
- 5.5.1 The Qualified Vendor's Personnel Shall satisfy all qualifications, carry out all duties, work the hours and receive the compensation set forth in this QVA.
- 5.5.2 The Qualified Vendor will ensure that all employees and subcontractors receive timely compensation for services provided under the QVA.
- 5.6 Credentialing through the Department.
- 5.6.1 Qualified Vendors Shall be credentialed through the Department prior to service delivery and maintain credentialing throughout the QVA Term as required by AHCCCS and as outlined in the Division's Policy Manual(s).
- 5.7 Fingerprinting.
- 5.7.1 The Qualified Vendor Shall comply with, and Shall ensure that all the Qualified Vendor's employees, independent contractors, Subcontractors, volunteers, and other agents comply with all applicable (current and future) legal requirements relating to fingerprinting, fingerprint clearance cards, certifications regarding pending or past criminal matters, and criminal Records checks that relate to QVA performance.
- 5.7.2 Applicable legal requirements relating to fingerprinting, certification, and criminal background checks May include, but are not limited to the following: A.R.S. §§ 36-594.01, 36-3008, 41-1964, and 46-141. All applicable legal requirements relating to fingerprinting, fingerprint clearance cards, certifications regarding pending or past criminal matters, and criminal Records checks are hereby incorporated in their entirety as provisions of this QVA. The Qualified Vendor is responsible for knowing the legal requirements and processes related to fingerprinting and all related criminal Records checks related to QVA performance.
- 5.7.3 Personnel who are employed by the Qualified Vendor, whether paid or not, and who are required or allowed to provide services directly to juveniles or vulnerable adults Shall submit a full set of fingerprints to the Department

of Public Safety for the purposes of obtaining a State and federal criminal Records check pursuant to A.R.S. § 41-1750 and P. L. 92-544 or Shall apply for a fingerprint clearance card within seven (7) Business Days of employment.

- 5.7.4 The Qualified Vendor Shall pay for the costs of fingerprint checks and May charge these costs to its fingerprinted Personnel, except the Department Shall pay for the costs of fingerprint checks of potential Developmental Home Providers.
- 5.7.5 The Qualified Vendor Shall complete the Criminal History and Self Disclosure Affidavit for each employee, subcontractor, or agent for whom it is required.
- 5.7.6 Except as provided in A.R.S. § 46-141, this QVA May be canceled or terminated immediately if a Person employed **or subcontracted** by the Qualified Vendor and who has contact with juveniles or vulnerable adults certifies pursuant to the provisions of A.R.S. § 46-141 that the Person is awaiting trial or has been convicted of any of the offenses listed therein in this State, or of acts committed in another state that would be offenses in this State, or if the Person does not possess or is denied issuance of a valid fingerprint clearance card.
- 5.7.7 Personnel who are employed by any Qualified Vendor, whether paid or not, and who are required or allowed to provide services directly to juveniles or vulnerable adults Shall certify on forms provided by the Department and notarized whether they are awaiting trial on or have ever been convicted of any of the offenses described in A.R.S. § 46-141.
- 5.7.8 Personnel who are employed by any Qualified Vendor, whether paid or not, and who are required or allowed to provide services directly to juveniles or vulnerable adults Shall certify on forms provided by the Department and notarized whether they have ever committed any act of sexual abuse of a child, including sexual exploitation and commercial sexual exploitation, or any act of child abuse or any act of abuse against a vulnerable adult as defined in A.R.S. § 13-3623.
- 5.8 Federally Recognized Native American Tribes or Military Bases Certifications.
- 5.8.1 Federally recognized Native American tribes or military bases May submit and the Department Shall accept certifications that State that no personnel who are employed or who will be employed during the QVA term have been convicted of, have admitted committing, or are awaiting trial on any offense as described in A.R.S. § 46-141.
- 5.9 Background Checks through Registries.
- 5.9.1 All individuals or entities applying for a Qualified Vendor Agreement shall submit a Central Registry Clearance Form (CSO-1083C) for each owner and signatory. Results of the search will be used in the determination of the responsibility of the Applicant.

- 5.9.2 The Qualified Vendor Shall comply with the provisions of A.R.S. §8-804 and ensure that all prospective and current employees, volunteers and subcontractors create an account and submit a search request in the CBC Portal for a Central Registry Background Check and submit to the Department of Child Safety (DCS) for a Central Registry Background Check, the names of each employee, Subcontractor, Subcontractor employee and volunteer, prior to these persons providing direct service to Members served by the Department. The form for submitting the request, DCS 1083C, may be found on DDD's website. If providing direct services to children or vulnerable adults, the following Shall apply:
- 5.9.2.1 The provisions of A.R.S. § 8-804 are hereby incorporated in its entirety as provisions of this QVA.
- 5.9.2.2 The Department will use the information contained in the Central Registry as a factor to determine qualifications for positions that provide direct services to children or vulnerable adults for:
- 5.9.2.2.1 Any Person who applies for a contract with this State and that Person's employees;
- 5.9.2.3 An individual who is disqualified because of a Central Registry Background Check May apply to the Arizona Board of Fingerprinting for a Central Registry exception pursuant to A.R.S. § 41-619.57. An individual who is granted a Central Registry exception pursuant to A.R.S. § 41-619.57 is not entitled to a contract, employment, licensure, certification, or other benefit because the Person has been granted a Central Registry exception.
- 5.9.2.4 Before being employed or volunteering in a position that provides direct services to children or vulnerable adults, an individual Shall certify on **Direct Service Position form DDD 1727-A** forms that are available through the DCS website whether an allegation of abuse or neglect was made against them and was substantiated. The completed forms are to be maintained as confidential.
- 5.9.2.5 An individual awaiting receipt of the Central Registry Background Check may only provide direct services to Members after completion and submittal of the Direct Service **Position Central Registry Clearance form DDD 1727-A (DCS 1083C)** if:
- 5.9.2.5.1 The individual is not currently the subject of an investigation of child abuse or neglect in Arizona or another state or jurisdiction; and
- 5.9.2.5.2 The individual has not been the subject of an investigation of child abuse or neglect in Arizona, or another state or jurisdiction, which resulted in a substantiated finding.
- 5.9.2.6 If the Central Registry Background Check specifies substantiated finding(s) for a disqualifying act and the individual does not have a Central Registry exception, the individual shall be prohibited from providing direct

services, or acting in a Direct Service **Professional** Provider capacity, to Members.

- 5.9.2.7 The Central Registry Background Check is required prior to providing direct services to **Members** and **annually thereafter**. ~~each time the Department issues a new RFQVA:~~
- 5.9.2.8 The Qualified Vendor Shall maintain the Central Registry Background Check results and any related forms or documents in a confidential file for five (5) years after termination of the QVA.
- 5.9.2.9 The Qualified Vendor shall comply with the provisions of A.R.S. §8-804 for all persons that reside outside of the state of Arizona, and provide direct service in the state as an employee, volunteer, or subcontractor.
- 5.9.2.10 Consistent with A.A.C. R6 6-1504(D), the Qualified Vendor shall have on file three (3) verifiable letters of reference for each DSP that clearly state the name, address, and phone number of the Person providing the reference and make them available upon request, and within ten (10) Business Days, to the Department .
- 5.9.2.11 The Qualified Vendor shall have agency policies and procedures that demonstrate the Qualified Vendor conducts background checks for all DSPs, including DCWs providing Respite Services only to establish the employees comply with the following standards:
  - 5.9.2.11.1 At the time of hire and every year thereafter, conduct a search of the Arizona Adult Protective Services Registry;
  - 5.9.2.11.2 Prohibit a DSP from providing services to Members if the background check results contain:
    - 5.9.2.11.2.1 Convictions for any of the offenses listed in A.R.S. § 41-1758.03(B) or C;
    - 5.9.2.11.2.2 Any substantiated report of abuse, neglect or exploitation of vulnerable adults listed on the Adult Protective Services Registry pursuant to A.R.S. § 46-459;
    - 5.9.2.11.2.3 Qualified Vendors are required to comply with Fingerprint Clearance Card requirements outlined in A.R.S. §§ 41-1758, *et seq.*, and may use a DSP's Fingerprint Clearance Card as evidence of complying with the requirement for a nationwide criminal background check required by AHCCCS Medical Policy Manual(s) 1240-A.
  - 5.9.2.11.3 Upon hire and annually thereafter, obtain a completed Criminal History Self Disclosure Affidavit from the DSP that they are not:
    - 5.9.2.11.3.1 Subject to registration as a sex offender in Arizona or any other jurisdiction, or;
    - 5.9.2.11.3.2 Awaiting trial for or have been convicted of committing or attempting, soliciting, facilitating, or conspiring to commit any criminal offense listed in A.R.S. § 41-1758.03(B) or (C), or any similar offense in another state or jurisdiction;

- 5.9.2.11.4 Require DSPs to report immediately to the agency if a law enforcement entity has charged the DSP with any crime listed in A.R.S. § 41-1758.03(B) or C:
- 5.9.2.11.5 Require DSPs to report immediately to the agency if Adult Protective Services has alleged that the DSP abused, neglected, or exploited a vulnerable adult;
- 5.9.2.11.6 Qualified Vendors are prohibited from allowing exceptions to the Arizona Adult Protective Services Registry screening requirements for DSPs providing services to family members only.
- 5.10 Evaluation
- 5.10.1 The Department or third parties May evaluate, and the Qualified Vendor Shall cooperate in the evaluation of, Community Developmental Disability Services. Evaluation May assess the quality and impact of services, either in isolation or in comparison with other similar services and assess the Qualified Vendor's progress and/or success in achieving the goals, objectives and deliverables set forth in this QVA.
- 5.11 Visitation, Inspection and Copying.
- 5.11.1 The Qualified Vendor's or any Subcontractor's facilities, services, books, and Records pertaining to the QVA Shall be available for visitation, inspection and copying by the Department and any other appropriate agent of the State or Federal Government. At the discretion of the Department, visitation, inspection, and copying May be at any time during regular business hours, announced or unannounced. If the Department deems it to be an emergency, it May at any time visit and inspect the Qualified Vendor's or any Subcontractor's facilities, and services, as well as inspect and copy their QVA-related books and Records. The Department also reserves the right to request to interview or observe Members in services.
- 5.11.2 Parents and guardians of persons with developmental disabilities residing at the facility, members of the developmental disabilities advisory council, and members of other recognized and ongoing advocacy groups for persons with developmental disabilities may inspect the facility at reasonable times, pursuant to A.R.S. § 36-557(G).
- 5.12 Supporting Documents and Information.
- 5.12.1 In addition to any documents, reports or information required by any other part of this QVA, the Qualified Vendor Shall furnish the Department with any further documents and information deemed necessary by the Department in the form requested by the Department to demonstrate that the Qualified Vendor is in compliance with programmatic and QVA requirements. Upon receipt of a request for information from the Department or its attorneys are to be provided prior to or on the date set forth in the request. If the Qualified Vendor receives the request less than seven (7) Business Days prior to the response date specified, the

Qualified Vendor Shall make diligent efforts to comply with the request and immediately notify the Department of the status of its efforts to comply.

- 5.12.2 The Qualified Vendor Shall attend a meeting related to these documents or other information at the Department's request.
- 5.13 Monitoring.
- 5.13.1 The Department May monitor the Qualified Vendor and any Subcontractor; each Shall cooperate in the monitoring of services delivered, settings, and Records maintained and fiscal practices.
- 5.13.2 The Qualified Vendor Shall comply with all monitoring and inspection requirements of the Department or the Department of Health Services, as applicable.
- 5.13.3 The Department will monitor the Qualified Vendor's compliance with the QVA as deemed necessary by the Department. The Qualified Vendor Shall adhere to all related policies and procedures the Department deems appropriate to adequately evaluate the quality and impact of services and to establish ongoing monitoring of service performance. The Department reserves the right to monitor the actual provision of services for compliance with the Division programmatic standards and to conduct investigations and to verify staffing levels as authorized by the Division Administration.
- 5.13.4 If the Department requires the Qualified Vendor to implement a corrective action plan, and the approved plan requires notification, the Qualified Vendor Shall notify all current and prospective Members that Qualified Vendor is operating under a corrective action plan.
- 5.14 Utilization Control/Quality Assurance.
- 5.14.1 During the term of this QVA, the Qualified Vendor shall, always maintain an internal quality assurance system in accordance with current applicable AHCCCS rules and policies and Federal regulations as specified in the current 42 C.F.R. Part 456 Subparts A & B, as implemented by AHCCCS and the Division. Qualified Vendor quality assurance requirements Shall include but are not limited to:
  - 5.14.1.1 Completing statistical or program reports as requested by the Department;
  - 5.14.1.2 Complying with any recommendations made by the Division's Statewide Quality Management Committee;
  - 5.14.1.3 Making Records available upon request;
  - 5.14.1.4 Allowing Persons authorized by the Department access to settings where services are provided at any hour of the day or night as deemed appropriate by the Department; and
  - 5.14.1.5 Providing program information, upon request, to the Department.

- 5.14.2 The Qualified Vendor Shall cooperate with the Department and AHCCCS quality assurance programs and reviews.
- 5.15 Fair Hearings and Members' Grievances.
- 5.15.1 The Qualified Vendor Shall advise all Members who receive services of their right, at any time and for any reason, to present to the Qualified Vendor and to the Department any grievances arising from the delivery of services or the quality of services. The Department May assert its jurisdiction to hear the grievance or refer the matter to the appropriate authority.
- 5.15.2 As required by the Department, and at the Department's sole discretion, the Qualified Vendor shall maintain a system, subject to review upon request by the Department, for reviewing and adjudicating grievances by Members or Subcontractors concerning the actual provision of services and payment for same by or on behalf of the Qualified Vendor. This system Shall follow the grievance procedure agreed to by AHCCCS and the Department in the current AHCCCS/Division contract and the Division rules and policies.
- 5.16 Merger or Acquisition.
- 5.16.1 The Qualified Vendor Shall not change ownership and/or taxpayer identification number without the prior written consent of the Department during the term of this QVA. Consent Shall not be unreasonably withheld.
- 5.16.2 A proposed merger, reorganization, affiliation, or change in ownership of the Qualified Vendor Shall require prior approval of the Department **and Shall be submitted for consideration at least ninety (90) days in advance of the proposed change.** In some cases, a new Application May be required.
- 5.16.3 The Qualified Vendor Shall refer to the Division's Policy Manual(s) on mergers and acquisitions.
- 5.16.4 The Qualified vendor Shall continue to meet the minimum requirements and submit documentation for the Key Personnel.
- 5.17 Disclosure of Bankruptcy Filing and any other Material Event.
- 5.17.1 Qualified Vendors Shall immediately notify the Department of any and all filings made under the bankruptcy laws and regulations including if a qualified vendor files for bankruptcy or if any individual with an ownership interest in the entity files for personal bankruptcy, and promptly provide a copy of the court filing and any subsequent non-procedural Court orders to the Department, including the final order disposing of the bankruptcy. In addition, the Qualified Vendor Shall immediately submit by e-mail an amended Assurances and Submittals, to their assigned specialist at the Department's Contract Management Unit or to [DDDContractManager@azdes.gov](mailto:DDDContractManager@azdes.gov).

- 5.17.2 The Qualified Vendor Shall notify the Department within twenty-four (24) hours, in writing, if the Qualified Vendor: (i) fails to maintain any representation, comply with any covenant, or perform any duty as provided in this QVA; (ii) receives notice or becomes aware of a claim or cause of action that would, if valid and enforceable against the Qualified Vendor, violate any provision in this QVA; or (iii) becomes aware of any Material Event. The notice to the Department Shall describe the event or facts that triggered the delivery of the notice.
- 5.18 Federal Database Checks.
- 5.18.1 The Department will not, and the Qualified Vendor Shall not, employ or contract with any individual who has been debarred, suspended, or otherwise lawfully prohibited from participating in any public procurement activity or from participating in non-procurement activities under regulations issued under Executive Order 12549 or under guidelines implementing Executive Order 12549 [42 C.F.R. §§ 438.610(a) and (b), §1001.1901(b), §1003.102(a)(2)] and A.R.S. § 41-2613. The Department is obligated under 42 C.F.R. § 455.436 to screen all Qualified Vendors and the Qualified Vendor is obligated to screen all employees, contractors, and/or Subcontractor employees providing Community Developmental Disability Services to determine whether any of them have been excluded from participation in Federal health care programs by checking the following Federal databases:
- 5.18.1.1 The List of Excluded Individuals/Entities (LEIE) no less frequently than monthly. This list can be found on the US Department of Health and Human Services Office of Inspector General’s website;
- 5.18.1.2 The System for Award Management (SAM) no less frequently than monthly;
- 5.18.1.3 Arizona Department of Administration, State Procurement Office; and
- 5.18.1.4 Any other databases that the Department May prescribe.
- 5.18.2 The Qualified Vendor Shall maintain the Federal Database Check results and any related forms or documents in a confidential file for five (5) years after termination of the QVA.
- 5.19 Fraud and Abuse.
- 5.19.1 If the Qualified Vendor discovers, or is made aware, that an act of suspected fraud or abuse has occurred or been alleged, the Qualified Vendor Shall immediately report the incident or allegation to the Department as well as to the AHCCCS, Office of the Inspector General. The Qualified Vendor Shall refer to the Division’s Policy Manual(s) for guidance.
- 5.20 Conflict of Interest.
- 5.20.1 Qualified Vendors Shall warrant in the Application that they have no current, prior, or potential Conflicts of Interest. If any Conflict of Interest

arises, the Qualified Vendor Shall immediately inform the Department in writing of the Conflict of Interest.

5.20.2 Family members may not provide **Community Residential Services to Members as a DSP or a Qualified Vendor, except for family members of Members providing Developmental Home services to Members in the care and custody of DCS. Qualified Vendors currently providing services as a DSP or Qualified Vendor May continue to serve members with current authorizations, but effective July 1,2025, family members Shall not provide services to any additional Member(s) with whom they have a familial relationship.**~~residential services, including habilitative services, to Members.~~

5.20.3 The Qualified Vendor shall notify the Department of any familial relationship between Members(s) or their Responsible Person and Developmental Home Providers.

## 6 **QVA Changes**

### 6.1 Department Amendment.

6.1.1 The Department May amend the RFQVA by posting a proposed Department Amendment for thirty (30) Days for public review and comment. The Department Amendment then requires signature by both parties for the QVA to continue; however, amendments reflecting changes in law or generally applicable policies and procedures Shall become a part of this QVA without signature by the parties. If an amendment requires the signature of the Qualified Vendor, and the Qualified Vendor fails to sign and return the amendment in the form and within the timeframe specified by the Department, the Department May terminate the QVA, in whole or in part. The Qualified Vendor May request a change to its QVA and, if approved by the Department, the change will become part of the ongoing QVA.

6.1.2 The Department May withdraw a proposed Department Amendment, in whole or in part, before it becomes effective, if it is determined to be in the best interest of the State.

### 6.2 Qualified Vendor Amendment.

6.2.1 For changes to the QVA which require Department approval, and which have the potential to impact service delivery, the contract owner or signatory Shall submit a written request. The Department will review and provide a written response to the Qualified Vendor with a decision. Changes to the QVA May include, but are not limited to, changes to the Business Plan, notifications of proposed sales, mergers, acquisitions, reorganization, changes in affiliation, changes in ownership, relocation of service or administrative sites, bankruptcy, including if a qualified vendor files for bankruptcy or if any individual with an ownership interest in the entity files for personal bankruptcy, emergencies, or Material Events as defined in Part 3, 1.44.

- 6.2.2 Changes to the QVA, including the addition of work or materials, the revision of payment terms, or the substitution of work or materials, directed by an unauthorized State employee or made unilaterally by the Qualified Vendor are violations of the QVA and of applicable law. Such changes, including unauthorized written Qualified Vendor Amendments, Shall be void and without effect, and the Qualified Vendor Shall not be entitled to any claim under this QVA based on those changes.
- 6.2.3 Qualified Vendor Amendments are indicated in the electronic submittal process for the CAS and do not become effective unless approved.
- 6.2.4 Adding, Removing or Amending services.
  - 6.2.4.1 The revision of services to the QVA requires approval by the Department and the execution of a Qualified Vendor Amendment to the QVA.
  - 6.2.4.2 To add additional services to the QVA, the Qualified Vendor Shall submit a Qualified Vendor Amendment to its QVA.
  - 6.2.4.3 Qualified Vendors Shall submit the Amendment electronically in the CAS. The Qualified Vendor Shall also submit all associated documents and submittals with the amendment, which May include, but is not limited to, updated attestations, assurances and submittals, **financial documents**, and an updated Business Plan.
  - 6.2.4.4 The Qualified Vendor Shall also submit a request to the Department to amend or request a new HCBS Certificate reflecting the addition of the new service(s) or service location(s).
  - 6.2.4.5 Qualified Vendors Shall update AHCCCS provider enrollment.
  - 6.2.4.6 Qualified Vendor Shall participate in and complete the Division's Readiness Review Process for the new service.
  - 6.2.4.7 Qualified Vendors and Applicants are able to update or amend their Application or QVA only after submitted changes have been reviewed and a determination has been made by the Department. The Department Shall respond to a request for a Qualified Vendor Amendment to a QVA based on the requirements prescribed in A.A.C. R6-6- 2103 and A.A.C. R6-6-2104.
  - 6.2.4.8 The Department will approve services that are consistent with the Department's network development plan or other documentation of projected service need.
  - 6.2.4.9 Qualified Vendors that do not have active authorizations and wish to terminate a contracted service, Shall amend the QVA to remove the service within ninety (90) Days of service termination.
- 6.2.5 Terminating QVA or services
  - 6.2.5.1 At least 90 days prior to terminating either its entire QVA or any services provided thereunder, the Qualified Vendor Shall notify the Department of its intent in writing and receive the Department's approval.

- 6.2.5.2 The Qualified Vendor Shall cooperate with the Department throughout the termination of its QVA or services and through transition of Members to other Qualified Vendors to ensure that Members receive continuity in services.
- 6.2.5.3 Before the Department will release the Qualified Vendor from the QVA, all Member authorizations Shall be transitioned to other Qualified Vendors and/or services completed. The Qualified Vendor Shall continue services for authorized Members until transition is complete.
- 6.2.5.4 The Qualified Vendor will have ninety (90) Days from the Termination Date to submit final claims.
- 6.3 Updating Information in QVA
- 6.3.1 The Qualified Vendor Shall make all updates in the CAS and upload all documentation detailing the changes, as applicable, ensuring all information is current and accurate. Relevant sections of the QVA include the Assurances and Submittal form, all contact information, and administrative and service sites. All changes made pursuant to Qualified Vendor Amendments will require approval by the Department and do not become effective unless approved by the Department.
- 6.3.2 The Qualified Vendor Shall update all other information in the Focus as necessary to ensure that the information is current and accurate.
- 6.3.3 If the Department finds that the information provided in the QV's original Application or an update is materially inaccurate, and the Qualified Vendor fails to correct such information within the time specified in a notice from the Department, such failure May be cause for termination of the QVA, in whole or in part. The Department May delete the information from the directory specified in A.A.C. R6-6-2105(F), until a correction is provided or the QVA is terminated.
- 6.3.4 A Qualified Vendor seeking to add a service to its QVA Shall submit a request to the Department and if approved, the new service becomes part of the Vendor's QVA.
- 6.3.5 A Qualified Vendor seeking to add a new service site or relocate an existing service site Shall submit a request to the Department, and if approved, coordinate the development or relocation of the site with the Department.
- 6.4 Subcontracts.
- 6.4.1 The Qualified Vendor Shall not enter into any Subcontract that includes the provision of direct services to Members without advance notice, and approval by the Department.
- 6.4.2 Prior to adding a Subcontractor to the QVA, the Qualified Vendor Shall submit a copy of **a statement by the Qualified Vendor** and the Subcontract template to the Contract Administrator or designee. The Statement shall:

- 6.4.2.1 Be on the Qualified Vendor's company letterhead;
- 6.4.2.2 Be signed by an authorized signatory of the Qualified Vendor; and
- 6.4.2.3 Contain the following information:
  - 6.4.2.3.1 The Subcontractor's name, address, phone number, e-mail address, and primary point of contact;
  - 6.4.2.3.2 The certifications required of the Subcontractor (if any);
  - 6.4.2.3.3 The services to be provided by the Subcontractor;
  - 6.4.2.3.4 The amount of time or effort (as a percent of the total QVA performance) that the Subcontractor will perform in relation to total performance of the QVA's requirements; and
  - 6.4.2.3.5 A description of the QAPI measures that the Qualified Vendor Shall use to monitor and track the Subcontractor's performance.
- 6.4.3 The State reserves the right to request additional information deemed necessary about any proposed Subcontractor, and the right to require the Qualified Vendor to delay performance of the Subcontract until the State determines that the subcontracting relationship is consistent with the requirements of this QVA.
- 6.4.4 The Subcontract Shall incorporate by reference the entirety of this QVA and the AHCCCS Minimum Subcontract Provisions. The Minimum Subcontract Provisions are located on AHCCCS's website.
- 6.4.5 The Qualified Vendor Shall have available, and provide on request, copies of each Subcontract with a subcontractor relating to the provision of Community Developmental Disability Services to the Department within five (5) Business Days of the request.
- 6.4.6 The Qualified Vendor Shall be responsible for the QVA performance whether or not Subcontractors are used.
- 6.4.7 No Subcontract May act to terminate or limit the legal responsibility of the Qualified Vendor to ensure that all activities carried out by any Subcontractor conform to the provisions of this QVA.
- 6.5 Assignment and Delegation.
  - 6.5.1 This QVA, and the rights and obligations hereunder, May not be assigned or delegated by the Qualified Vendor without prior written consent of the Department. The Department will evaluate the proposed re-assignment and delegation against the requirements.
- 7 **Risk and Liability**
  - 7.1 General Indemnification.
    - 7.1.1 The Qualified Vendor, which for purposes of indemnification includes the Qualified Vendor's owners, officers, directors, agents, employees, and Subcontractors, Shall indemnify, defend, save and hold harmless the

State of Arizona, its Departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees (hereinafter referred to as 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 the Qualified Vendor. This indemnity includes any claim or amount arising out of or recovered under the Workers' Compensation Law or arising out of the failure of the Qualified Vendor to conform to any federal, State, or local law, statute, ordinance, rule, regulation, or court decree. It is the specific intention of the parties that the Indemnatee shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of the Indemnatee, be indemnified by Qualified Vendor from and against any and all claims. It is agreed that the Qualified Vendor will be responsible for primary loss investigation, defense, and judgment costs where this indemnification is applicable. In consideration of the award of this QVA, the Qualified Vendor agrees to waive all rights of subrogation against the State of Arizona, its officers, officials, agents, and employees for losses arising from the work performed by the Qualified Vendor for the State of Arizona.

7.1.2 This indemnity Shall not apply if the Qualified Vendor or subcontractor(s) is/are an agency, board, commission, or university of the State of Arizona.

7.2 Indemnification - Patent and Copyright.

7.2.1 The Qualified Vendor Shall indemnify and hold harmless the State against any liability, including costs and expenses, for infringement of any patent, trademark or copyright arising out of QVA performance or use by the State of materials furnished or work performed under this QVA. The State will notify the Qualified Vendor of any claim, for which the Department becomes aware, for which it May be liable under this section.

7.3 Force Majeure.

7.3.1 Except for payment of sums due for services rendered in accordance with the terms of the QVA, neither party Shall be liable to the other nor deemed in default under this QVA if and to the extent that such party's performance of this QVA is prevented by reason of force majeure. The term force majeure means an occurrence that is beyond the control of the party affected and occurs without its fault or negligence. Without limiting the foregoing, force majeure includes acts of God, Pandemics, acts of the public enemy, war, riots, strikes, mobilization, labor disputes, civil disorders, lockouts, injunctions-intervention-acts, failures or refusals to act by government authority and other similar occurrences beyond the control of the party declaring force majeure which such party is unable to prevent by exercising reasonable diligence.

- 7.3.2 Force majeure Shall not include the following occurrences:
- 7.3.2.1 Late delivery or inability to access resources or supplies necessary to support the services described in the service specifications;
- 7.3.2.2 Late performance by a Subcontractor unless the delay arises out of a force majeure occurrence in accordance with this force majeure term and condition; or
- 7.3.2.3 Inability of either the Qualified Vendor or any Subcontractor to acquire or maintain any required insurance, bonds, licenses, credentials, or permits.
- 7.3.3 If either party is delayed at any time in the progress of the work by reason of force majeure, the delayed party Shall notify the other party in writing of such delay, as soon as is practicable and no later than the following Business Day, of the commencement thereof and Shall specify the causes of such delay in such notice. Such notice Shall be mailed certified-return receipt and Shall make a specific reference to this section, thereby invoking its provisions. The delayed party Shall cause such delay to cease as soon as practicable and Shall notify the other party in writing when it has done so. The time of completion Shall be extended by amendment for a period of time equal to the time that results or effects of such delay prevent the delayed party from performing in accordance with this QVA.
- 7.3.4 Any delay or failure in performance by either party hereto Shall not constitute default hereunder or give rise to any claim for damages or loss of anticipated profits if, and to the extent that such delay or failure is caused by reason of force majeure.
- 7.4 Third Party Antitrust Violations.
- 7.4.1 The Qualified Vendor assigns to the State any claim for overcharges resulting from antitrust violations to the extent that those violations concern materials or services supplied by third parties to the Qualified Vendor, toward fulfillment of this QVA.
- 7.5 Predecessor and Successor QVAs.
- 7.5.1 The execution or termination of this QVA, in whole or in part Shall not be considered a waiver by the Department of any rights it May have for damages suffered through a breach of this QVA or a prior QVA with the Qualified Vendor.
- 7.6 Insurance.
- 7.6.1 The Qualified Vendor and its Subcontractors Shall procure and maintain until all its obligations have been discharged, including any warranty periods under this QVA, are satisfied, insurance against claims for injury to Persons or damage to property which May arise from or in connection with the performance of the work hereunder by the Qualified Vendor, its agents, representatives, employees, or Subcontractors.

7.6.2 Compliant insurance coverage Shall be in place and supporting documentation Shall be received by the Department prior to the Contract Effective Date.

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

7.6.3.1 Minimum Scope and Limits of Insurance: Qualified Vendor Shall maintain coverage with limits of liability not less than those Stated below:

7.6.3.1.1 Commercial General Liability – Occurrence Form

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

a. For Qualified Vendors of occupational, physical or speech therapy services:

<u>Coverage:</u>	<u>Minimum Limits</u>
General Aggregate	\$2,000,000
Products – Completed Operations Aggregate	\$1,000,000
Personal and Advertising Injury	\$1,000,000
Fire Legal Liability (Damage to Rented Premises)	\$50,000
Each Occurrence	\$1,000,000

1. The policy Shall be endorsed to include the following additional insured language: *The State of Arizona and the Department of Economic Security Shall be named as additional insureds with respect to liability arising out of the activities performed by or on behalf of the Qualified Vendor.* Such additional insured Shall be covered to the full limits of liability purchased by the Qualified Vendor, even if those limits of liability are in excess of those required by this QVA.

2. The policy Shall contain a waiver of subrogation endorsement in favor of the State of Arizona, its departments, agencies, boards, commissions,

universities and its officers, officials, agents, and employees for losses arising from work performed by or on behalf of the Qualified Vendor.

3. Commercial General Liability May be satisfied if the Commercial General Liability policy is combined with the Professional Liability policy (item 7.6.3.1.4 below), provided that the Commercial General Liability coverage is written on an occurrence basis, and certified with the required coverage, limits and endorsements required. If written with the Professional Liability policy, the Commercial General Liability section Shall have separate limits from the Professional Liability.

b. For all other Qualified Vendors:

<u>Coverage:</u>	<u>Minimum Limits</u>
General Aggregate	\$2,000,000
Products – Completed Operations Aggregate	\$1,000,000
Personal and Advertising Injury	\$1,000,000
Fire Legal Liability (Damage to Rented Premises)	\$50,000
Each Occurrence	\$1,000,000

1. The policy Shall include coverage for Sexual Abuse and Molestation. This coverage May be sub-limited to no less than \$500,000. The limits May be included within the General Liability limit or provided by separate endorsement with its own limits or provided as separate coverage included with the Professional Liability.

2. The Qualified Vendor Shall provide the following Statement on their certificate(s) of insurance: *Sexual Abuse/Molestation Coverage is included, or Sexual Abuse is not excluded.*

3. The policy Shall be endorsed to include the following additional insured language: *The State of Arizona and the Department of Economic Security Shall be named as additional insureds with respect to liability arising out of the activities performed by or on behalf of the Qualified Vendor.* Such additional insured Shall be covered to the full limits of liability purchased by the Qualified Vendor, even if those limits of liability are in excess of those required by this QVA.

4. The policy Shall contain a waiver of subrogation endorsement in favor of the State of Arizona, its departments, agencies, boards, commissions,

universities and its officers, officials, agents, and employees for losses arising from work performed by or on behalf of the Qualified Vendor.

7.6.3.1.2 Business Automobile Liability

Bodily Injury and Property Damage for any owned, hired, and/or non-owned vehicles used in the performance of this QVA Shall adhere to the amounts Stated below.

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

1. The policy Shall be endorsed to include the following additional insured language: *The State of Arizona and the Department of Economic Security Shall be named as additional insureds with respect to liability arising out of the activities performed by or on behalf of the Qualified Vendor, involving automobiles owned, leased, hired, or borrowed by the Qualified Vendor.* Such additional insured Shall be covered to the full limits of liability purchased by the contractor, even if those limits of liability are in excess of those required by this QVA.

2. The policy Shall contain a waiver of subrogation endorsement in favor of the State of Arizona, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees for losses arising from work performed by or on behalf of the Qualified Vendor.

3. The policy Shall contain a severability of interests provision.

4. This section, Business Automobile Liability, Shall not be applicable in the event the Qualified Vendor (or, its Subcontractors) does not use a vehicle in any manner in the performance of the QVA or if the use is only for commuting purposes. The term commuting purposes means a vehicle is used to travel from the Qualified Vendor’s home to its principal place of business or to one designated location. In the event the Qualified Vendor (or, its Subcontractors) subsequently uses the vehicle in the performance of the QVA, or it uses it for other than commuting purposes under the QVA, this section, Business Automobile Liability, Shall be fully applicable, effective the date the usage changed.

7.6.3.1.3 Worker’s Compensation and Employers’ Liability

a. Worker’s Compensation Statutory

b. Employer’s Liability

<u>Coverage</u>	<u>Minimum Limits</u>
Each Accident	\$1,000,000
Disease – Each Employee	\$1,000,000
Disease – Policy Limit	\$1,000,000

i. This policy Shall contain a waiver of subrogation endorsement in favor of the State of Arizona, its departments, agencies, boards, commissions,

universities and its officers, officials, agents, and employees for losses arising from work performed by or on behalf of the Qualified Vendor.

ii. This requirement Shall not apply to the Qualified Vendor or Subcontractor exempt from the provisions of A.R.S. § 23-901 or to Qualified Vendors who solely Subcontract to claim this exemption. The Qualified Vendor or Subcontractor Shall submit a request to the Department using the independent contractor insurance waiver located on the Arizona’s Department of Administration’s website.

7.6.3.1.4 Professional Liability (Errors and Omissions Liability)

<u>Coverage</u>	<u>Minimum Limits</u>
Each Claim	\$2,000,000
Annual Aggregate	\$2,000,000

a. If the professional liability insurance required by this QVA is written on a claims-made basis, the Qualified Vendor makes the following warranties: First, any retroactive date under the policy Shall precede the **Initial Service Start Date** ~~Contract Effective Date~~ of the QVA. Second, either continuous coverage will be maintained, or an extended discovery period will be exercised for a period of two (2) years beginning at the time work under this QVA is completed.

b. The policy Shall cover professional misconduct or wrongful acts for those positions defined by Risk Management (<https://staterisk.az.gov/insurance>). Professional liability insurance is needed if the professional is licensed, registered, or certified and expected to follow the usual and customary standards of their profession.

7.6.3.2 Additional Insurance Requirements

7.6.3.2.1 The policies Shall include or be endorsed to include the following provisions: *The State of Arizona and the Department of Economic Security wherever additional insured status is required such additional insured Shall be covered to the full limits of liability purchased by the Qualified Vendor, even if those limits of liability are in excess of those required by this QVA as provided by A.R.S. § 41-621(E).*

7.6.3.2.2 The Qualified Vendor’s insurance coverage Shall be primary insurance with respect to all other available sources.

7.6.3.2.3 Coverage provided by the Qualified Vendor Shall not be limited to the liability assumed under the indemnification provisions of this QVA.

7.6.3.3 Notice of Cancellation: Each insurance policy required by this QVA Shall not be suspended, voided, canceled except after thirty (30) Days prior written notice has been **provided to the Department's Certificate of Insurance contractor**. ~~given to the Department. Such notice Shall be sent by certified mail, return receipt requested directly to:~~

~~Arizona Department of Economic Security~~

**ARIZONA**  
— DEPARTMENT OF —  
**ECONOMIC SECURITY**

~~Division of Developmental Disabilities~~

~~Attn: Contract Management Unit~~

~~Business Operations~~

~~P.O. Box 6123, Site Code 2HG3~~

~~Phoenix, AZ, 85005-6123~~

- 7.6.3.4 Acceptability of Insurers: Contractor's insurance shall be placed with companies licensed in the State of Arizona or hold approved non-admitted status on the Arizona Department of Insurance List of Qualified Unauthorized Insurers. Insurers shall have an "A.M. Best" rating of not less than A- VII. The State of Arizona in no way warrants that the above-required minimum insurer rating is sufficient to protect the Contractor from potential insurer insolvency.
- If the Qualified Vendor or Subcontractor utilizes the Social Service Contractors Indemnity Pool (SSCIP) or other approved insurance pool for insurance coverage, SSCIP or the other approved insurance pool is exempt from the A.M. Best's rating requirements listed in this QVA. If the Qualified Vendor or Subcontractor chooses to use SSCIP or another approved insurance pool as its insurance provider, the contract/subcontract would be considered in full compliance with insurance requirements relating to the "A.M. Best" rating requirements.
- 7.6.3.5 Verification of Coverage
- 7.6.3.5.1 The Qualified Vendor shall furnish the State of Arizona's **Primary Certificate of Insurance contractor** with certificates of insurance (ACORD form or equivalent approved by the State) as required by this QVA. The certificates for each insurance policy are to be signed by a Person authorized by that insurer on its behalf.
- 7.6.3.5.2 All certificates and endorsements are to be received and approved by the **Department's Certificate of Insurance contractor** ~~State of Arizona~~ prior to the **Initial Service Start Date** ~~Contract Effective Date~~ and before work commences. Each insurance policy required by this QVA shall be in effect at or prior to commencement of Community Developmental Disability Services under this QVA and remain in effect for the duration of the QVA. Failure to maintain the insurance policies as required by this QVA, or to provide evidence of renewal, is a material breach of the QVA.
- 7.6.3.5.3 ~~All certificates required by this QVA shall be uploaded to CAS by the Qualified Vendor.~~
- 7.6.3.5.4 The Qualified Vendor's QVA Award Number and "RFQVA DDD-2024" shall be noted on the certificate of insurance. The State of Arizona reserves the right to require complete copies of all insurance policies required by this QVA at any time. Do not send certificates of insurance to

the **Contracts Administration Unit**, the Department of Administration, Risk Management or to the DES Office of Procurement.

- 7.6.3.5.5 Subcontractors: Contractor's certificate(s) shall include all subcontractors as insureds under its policies or Contractor shall be responsible for ensuring and/or verifying that all subcontractors have valid and collectable insurance as evidenced by the certificates of insurance and endorsements for each subcontractor. All coverages for subcontractors shall be subject to the minimum Insurance Requirements identified above. The Department reserves the right to require, at any time throughout the life of the Contract, proof from the Contractor that its subcontractors have the required coverage.
- 7.6.3.5.6 Qualified Vendors that utilize Subcontractors to provide Developmental Home Services will be exempt from providing separate certificates and endorsements if the Qualified Vendor enters into the Developmental Home Subcontract. See Part 7, Attachment 7-D. Such agreement Shall provide for the Developmental Home Subcontractor to be covered under the Provider Indemnity Program (PIP).
- 7.6.3.6 Approval: Any modification or variation from the insurance requirements in this QVA Shall be made by the contracting agency in consultation with the State Risk Management Office. Such action will not require a formal Department Amendment.
- 7.6.3.7 Exceptions
  - 7.6.3.7.1 If the Qualified Vendor or subcontractor(s) is/are a public entity, then this QVA's insurance requirements Shall not apply. Such public entity Shall provide a Certificate of Self-Insurance. If the Qualified Vendor or Subcontractor(s) is/are a State of Arizona agency, board, commission, or university, this QVA's insurance requirements Shall not apply.
  - 7.6.3.7.2 If the Qualified Vendor obtains a Subcontract with a Developmental Home Provider, as defined in Part 3, 1.23 the QVA's insurance requirements Shall not apply to the Developmental Home Provider.
- 7.6.4 Modifications that are approved are done so on a case-by-case basis and Shall not affect the insurance requirements for other Qualified Vendors for whom the modifications have not been approved. If a Qualified Vendor's request has not been approved, or the Qualified Vendor fails to deliver its request prior the applicable deadline, then the Qualified Vendor Shall be required to comply fully with the insurance requirements set forth in Part 3: 7.6, *et seq.*
- 7.7 Sanctions Against the Department as a Result of Qualified Vendor Action or Inaction.
  - 7.7.1 Sanctions imposed against the Department by AHCCCS for noncompliance with requirements for Encounter data reporting, referenced in Records, Part 3, 3.1 of the QVA, that would not have been imposed but for the action or inaction of one or more Qualified Vendors,

will be assessed against the Qualified Vendor based on the percentage of the Qualified Vendor's contribution to the sanction imposed against the Department.

7.7.2 Any other sanctions imposed against the Department by AHCCCS in accordance with applicable AHCCCS rules, policies, and procedures that would not have been imposed but for the action or inaction of one or more Qualified Vendors will be assessed against the Qualified Vendor based on the percentage of the Qualified Vendor's contribution to the sanction imposed against the Department.

7.7.3 Sanctions imposed against the Department by AHCCCS for failure of one or more Qualified Vendors or any Subcontractor to submit requested disclosure Statements will be assessed against the Qualified Vendor based on the percentage of the Qualified Vendor's contribution to the sanction imposed against the Department.

## 8 **Individual Representations and Warranties**

### 8.1 Compliance with Applicable Laws

8.1.1 The materials and services supplied under this QVA Shall comply with all applicable Federal, State, and local laws, and the Qualified Vendor Shall maintain all applicable licenses, certifications, credentials, and permit requirements.

8.1.2 Qualified Vendors that deliver services in licensed settings Shall maintain licensure in order to deliver services at a site.

8.1.3 In accordance with A.R.S. § 36-557, all Members who receive Community Developmental Disability Services Shall have all of the same specified rights as they would have if enrolled in a service program operated directly by the Department.

8.1.4 The Qualified Vendor Shall comply with the requirements related to reporting to a peace officer or child protective services incidents of crimes against children as specified in A.R.S. § 13-3620.

8.1.5 The Qualified Vendor Shall comply with the requirements in A.R.S. § 46-454 related to reporting to a peace officer or to a protective services worker any reason to believe that abuse, neglect, or exploitation of a vulnerable adult has occurred.

8.1.6 The Qualified Vendor Shall comply with P.L. 101-121, Section 319 (21 U.S.C. § 1352) (as amended) and 29 C.F.R. §§ 93.100, et. seq. (as amended), which prohibit the use of Federal funds for lobbying and which provides, in part: that except with the express authorization of Congress, the Qualified Vendor, its employees, and agents, Shall not utilize any Federal funds under the terms of this QVA to solicit or influence, or to attempt to solicit or influence, directly or indirectly, any Member of Congress regarding pending or prospective legislation. Indian tribes, tribal organizations and any other Indian organizations are exempt from these

lobbying restrictions with respect to expenditures that are specifically permitted by other Federal law.

- 8.1.7 The Qualified Vendor Shall cooperate with all Department investigations, including investigations pursuant to A.R.S. § 36-557(G)(3) that involve danger to the health and safety of a Member served by the Division, and investigations of all complaints involving a Member received by the Department.
- 8.1.8 The Qualified Vendor and any Subcontractor Shall comply with all applicable licensure, certification, credentialing, and registration standards established by the Department, the Division, and AHCCCS. The Qualified Vendor and any Subcontractor Shall comply with all applicable Arizona law and applicable Department, Division, or AHCCCS administrative rules, policies, procedures, service standards and guidelines of their profession/occupation, including, but not limited to:
  - 8.1.8.1 Hiring of ex-offenders;
  - 8.1.8.2 Fingerprint of Qualified Vendors and any subcontractor and subcontractor's Personnel;
  - 8.1.8.3 Completion of Fire Risk Profile requirements;
  - 8.1.8.4 Report of unusual incidents involving children and/or adults;
  - 8.1.8.5 Implement a QAPI program which includes compliance auditing component;
  - 8.1.8.6 Participate in the development of the Planning Document;
  - 8.1.8.7 Comply with the Division Policy Manual(s) regarding Planning Documents;
  - 8.1.8.8 Submit to the Department's Support Coordinators copies of the Planning Document strategies and other required documentation;
  - 8.1.8.9 Provide copies of Member Records, including evaluations and progress reports as required in the **Division's** ~~Department's~~ Policy Manual(s); and
  - 8.1.8.10 Ensure that changes of service site locations or transfer of service to another Qualified Vendor, except in emergency situations, is coordinated through the Member's Planning Team. No Member relocation Shall take place unless it is part of the Member's Planning Document.
- 8.1.9 The Qualified Vendor Shall and Shall ensure any subcontractor Shall comply with the Occupational Safety and Health Administration (OSHA) regulations regarding blood borne pathogens, 29 C.F.R. § 1910.1030.
- 8.1.10 The terms of this QVA Shall be subject to the terms of the contract between the Department and AHCCCS for the provision of services to ALTCS Members. The Qualified Vendor accepts and agrees to perform the duties and requirements applicable to a provider of services to ALTCS

Members, including but not limited to performance of the Provider Participation Agreement between AHCCCS and the Qualified Vendor.

- 8.1.11 The Qualified Vendor Shall comply with the requirements of HIPAA and all applicable implementing Federal regulations. The Qualified Vendor Shall notify the Department no later than one-hundred twenty (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 Department of a notice of anticipated inability or unwillingness to comply as required by this section constitutes grounds for the termination of this QVA.
- 8.1.12 The Qualified Vendor Shall comply with any changes to Federal laws, rules, regulations, or policies, to Arizona law or rules, to Department, Division, or AHCCCS administrative rules, policies, or procedures, or to the contract between AHCCCS and the Department **including all changes to the AHCCCS Minimum Subcontract Provisions**. If the Qualified Vendor is unable or unwilling to comply with any changes, it May submit a request to terminate the QVA outlined in Part 3, 9.9.4 of this RFQVA.
- 8.1.13 By entering into this QVA, the Qualified Vendor warrants compliance with the Federal Immigration and Nationality Act (FINA) and all other State and Federal immigration laws and regulations related to the immigration status of its employees. The Qualified Vendor warrants compliance with all Federal immigration laws and regulations relating to employees and warrants its compliance with A.R.S. § 23- 214(A). The Qualified Vendor Shall obtain Statements from its Subcontractors certifying compliance and Shall furnish the statements to the Department upon request. These warranties Shall remain in effect through the term of the QVA. 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 QVA. I-9 forms are available for download at the US Citizenship and Immigration Service's website. The Department retains the legal right to inspect the papers of any employee who works on the QVA to ensure that the Qualified Vendor or Subcontractor is complying with the warranty under this paragraph. Failure to comply with a State audit process to randomly verify the employment Records of Qualified Vendors and Subcontractors Shall be deemed a material breach of the contract and the Qualified Vendor May be subject to penalties up to and including termination of the QVA. Should the Department suspect or find that the Qualified Vendor or any of its Subcontractors are not in compliance, the Department May pursue any and all remedies allowed by law, including, but not limited to suspension of work, termination of the QVA for default, and suspension and/or debarment of the Qualified Vendor. All costs necessary to verify compliance are the responsibility of the Qualified Vendor.

- 8.1.14 By entering into this QVA, 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 (\$5,000,000) in Medicaid payments annually Shall establish written policies for all employees (including management), and for all employees of any subcontractor or agent of the subcontractor, providing detailed information about false claims, false statements, and whistleblower protections under applicable Federal and State fraud and abuse laws. These written policies Shall 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 Shall establish a process for training for existing Personnel 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 Shall be conducted in such a manner that can be verified by the Department.
- 8.1.15 The Qualified Vendor Shall comply with all applicable State and Federal statutes and regulations. This Shall include A.R.S. § 23-722.01 relating to new hire, and rehire reporting, A.R.S. § 23-722.02 relating to wage assignment orders to provide child support, and A.R.S. § 25-535 relating to administrative or court-ordered health insurance coverage for children.
- 8.2 Advance Directives.
- 8.2.1 As appropriate, the Qualified Vendor Shall comply with Federal and State law on advance directives for adult Members. Requirements include:
- 8.2.1.1 Maintaining written policies for adult Members receiving care through the Qualified Vendor regarding the Member'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 Shall be explained in policies. A Qualified Vendor is not prohibited from making objection when made pursuant to A.R.S. § 36-3205(C)(1);
- 8.2.1.2 Ensuring that all relevant Personnel are aware of the Member's rights under State law to make decisions regarding medical care and the Qualified Vendor's written policies concerning advance directives (including any conscientious objections);
- 8.2.1.3 Documenting in the Member's Record whether an advance directive has been created, and a copy is kept on file;
- 8.2.1.4 Not discriminating against a Member because of his or her decision to execute or not execute an advance directive, and not making it a condition for the provision of care; and

- 8.2.1.5 Providing education for Personnel on issues concerning advance directives and notify DSPs of any advance directives in place for the Members that they serve.
- 8.3 Advising or Advocating on Behalf of a Member.
- 8.3.1 The Department Shall not prohibit, or otherwise restrict, a Qualified Vendor acting within the lawful scope of practice, from advising or advocating on behalf of a Member who is authorized to receive services from the Qualified Vendor for the following:
  - 8.3.1.1 The Member's health status, medical care, or treatment options including any alternative treatment that May be self-administered;
  - 8.3.1.2 Any information the Member needs in order to decide among all relevant treatment options;
  - 8.3.1.3 The risks, benefits, and consequences of treatment or no treatment; and
  - 8.3.1.4 The Member's right to participate in decisions regarding his or her medical care or treatment options e, including the right to refuse treatment, and to express preferences about future treatment decisions.
- 8.3.2 A Qualified Vendor May provide a Member with factual information, but is prohibited from recommending or influencing a Member or Responsible Person in the Member's selection of a Qualified Vendor Agency.
- 8.4 Limited English Proficiency
- 8.4.1 A Qualified Vendor Shall provide Limited English Proficiency and Language accommodations to Members.
- 8.4.2 Cultural Competency includes ensuring Members with limited English proficiency are able to receive materials relevant to service delivery in their primary language to ensure their understanding. When the Planning Team has determined that a Member needs services delivered through their primary language, and the determination is documented in the Planning Document, Members Shall receive services from a provider who communicates in their primary language or with support from an interpreter who speaks or communicates in the Member's primary language, including American Sign Language. In the event that it is not possible to procure Personnel communicating the Member's primary language, Qualified Vendors May bill separately for interpreting for non-prevalent languages. The Qualified Vendor Shall ensure that all services provided are culturally relevant and linguistically appropriate to the population served following the Division's Policy Manual(s), and DES 1-01-34, Limited English Proficiency (LEP).
- 8.5 Service Process for Wards of the State.
- 8.5.1 In the event that an individual calls or appears at a physical location of the Qualified Vendor seeking to render service of process (summons and complaint, petition, or subpoena, etc.) upon a minor who is in the physical

custody of the Qualified Vendor, but is a ward of the State, the Qualified Vendor agrees not to accept service of that/those document(s) and to refer the individual to the child's Support Coordinator. If, by error, the Qualified Vendor or its agent accepts any service of process, a copy Shall immediately be forwarded to the child's Support Coordinator and Shall also contain a transmittal memorandum that indicates the date the legal document was received, the Person receiving it, the place of service, and the name of the child to whom it refers.

8.6 Certification of Compliance – Anti-Kickback.

8.6.1 By signing this QVA, the Qualified Vendor certifies that it has not engaged in any violation of the Medicare Anti-Kickback statute (42 U.S.C. §§ 1320a-7b) or the Stark I and Stark II laws governing related-entity referrals (P.L. 101- 239 and P.L. 101-432) and compensation therefrom.

8.6.2 The Qualified Vendor also certifies that it has not participated in beneficiary inducement as defined by 42 U.S.C. § 1320a-7a(a)(5).

8.7 Warranty of Services.

8.7.1 The Qualified Vendor, by execution of this QVA, warrants that it has the ability, authority, skill, expertise, qualifications, credentials, and capacity to perform the services specified in the QVA.

8.8 Certification of Truthfulness of Representation.

8.8.1 By signing this QVA, the Applicant or Qualified Vendor certifies the following:

8.8.1.1 That all representations set forth herein are true to the best of its knowledge and belief after reasonably diligent inquiry; and

8.8.1.2 That it has not withheld any material information that may have impacted or will impact the Department's ability to appropriately review and make a determination regarding an application or amendment.

8.8.1.3 That it will sustain all representations, comply with all covenants, and perform all duties throughout the term of the QVA.

9 **State's Contractual Remedies**

9.1 Right to Assurance.

9.1.1 The Procurement Officer May, at any time, demand in writing that the Qualified Vendor give a written assurance of intent to perform. Failure by the Qualified Vendor to provide written assurance within the number of Days specified in the demand May, at the State's option, be the basis for terminating the QVA under these Terms and Conditions or other rights and remedies available by law or provided by the QVA. If the Qualified Vendor, at any time believes that it May potentially no longer be able to perform under this QVA in the immediate future or at any time up to six (6) months into the future, the Qualified Vendor Shall provide written notice to the Contracts Administrator at [DDDContractsManager@azdes.gov](mailto:DDDContractsManager@azdes.gov) informing

the Department of the Qualified Vendor's potential inability to perform under this QVA along with a detailed explanation as to why the Qualified Vendor believes it May not be able to complete performance.

9.2 Payment Suspension.

9.2.1.1 The Department May suspend payments to a vendor pending an investigation of a credible allegation of fraud against the QV as determined by AHCCCS, DES, or law enforcement.

9.3 Stop Work Order.

9.3.1 The Department May, at any time, by written order to the Qualified Vendor, require the Qualified Vendor to stop all or any part of the work called for by this QVA. The order Shall be specifically identified as a stop work order issued under this clause. Upon receipt of the order, the Qualified Vendor Shall immediately comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the work covered by the order during the period of work stoppage.

9.3.2 If a stop work order issued under this clause is canceled or the period of the order or any extension expires, the Qualified Vendor Shall resume work. The Procurement Officer Shall make an equitable adjustment in the authorization schedule or QVA price, or both, and the QVA Shall be amended in writing accordingly.

9.4 Suspension or Debarment.

9.4.1 The State May, by written notice to the Qualified Vendor, immediately terminate this QVA if the State determines that the Qualified Vendor has been debarred, suspended, or otherwise lawfully prohibited from participating in any public procurement activity, including but not limited to, being disapproved as a Subcontractor of any public procurement unit or other governmental body. The State May, by written notice to the Qualified Vendor, immediately terminate this QVA if the State determines that the Qualified Vendor employs, consults, Subcontracts with or otherwise reimburses for services any Person substantially involved in the management of another entity which is debarred, suspended, or otherwise excluded from Federal procurement activity. The Qualified Vendor through the Assurances and Submittals Shall attest that the Qualified Vendor is not currently suspended or debarred. If the Qualified Vendor becomes suspended or debarred, the Qualified Vendor Shall immediately notify the State.

9.4.2 The Qualified Vendor Shall not be debarred, suspended, or otherwise lawfully prohibited from participating in any public procurement activity.

9.4.3 The Qualified Vendor Shall not employ, consult, Subcontract or otherwise reimburse for services any Person or entity that is debarred, suspended, or otherwise excluded from public procurement activity. This prohibition extends to any Person or entity that employs, consults, Subcontracts with or otherwise reimburses for services any Person or entity substantially

involved in the management of another entity that is debarred, suspended, or otherwise excluded from public procurement activity.

- 9.4.4 The Qualified Vendor Shall not retain as a director, officer, partner, shareholder, or interest holder of five (5) percent or more of the Qualified Vendor, any Person, or affiliate of such Person, who is debarred, suspended, or otherwise excluded from public procurement activity.
- 9.4.5 The Qualified Vendor Shall submit the Certification Regarding Debarment, Suspension and Voluntary Exclusion Lower Tier Covered Transactions form, which May be found on the U.S. Small Business Administration website.
- 9.5 Nonconforming Tender.
- 9.5.1 Services, Personnel, reports, or other work products provided under this QVA Shall fully comply with the QVA and all applicable laws. The delivery of reports or other documents or a portion of the reports or other documents in an installment that do not fully comply with the QVA, and all applicable law constitutes a breach of QVA. On delivery of nonconforming services, reports or other documents or the use of nonconforming Personnel, the State May terminate the QVA for default as defined in Part 3, 9.9.5 of this RFQVA, exercise any of its rights and remedies under the Uniform Commercial Code or pursue any other right or remedy available to it.
- 9.6 Right of Offset.
- 9.6.1 The State Shall be entitled to offset against any sums due the Qualified Vendor, for any expenses or costs incurred by the State, or damages assessed by the State concerning the Qualified Vendor's non-conforming performance or failure to perform the QVA, including expenses, costs and damages described in the QVA Terms and Conditions.
- 9.7 Provisions for Default.
- 9.7.1 In addition to any other remedies available to the Department, if the Qualified Vendor fails to comply with any terms of the QVA, or defaults on any other contracts necessary to its obligation under this QVA, the Department May take one (1) or more of the following actions:
- 9.7.1.1 Withhold payment, in whole or in part;
- 9.7.1.2 Suspend enrollment, which includes (i) suspending new Members from enrollment in any services provided by the Qualified Vendor, and (ii) suspending any new services for Member currently served by the Qualified Vendor;
- 9.7.1.3 Suspend the QVA, in whole or in part, by (i) suspending the Qualified Vendor's authority to request the addition of new services to the QVA; (ii) suspending the authority to request modification to current services, (iii) deleting the Qualified Vendor from the Qualified Vendor List; or (iv) enrolling Member with another Qualified Vendor;

- 9.7.1.4 Terminate the QVA, in whole or in part at the Department’s discretion.
- 9.8 Non-Exclusive Remedies.
- 9.8.1 The rights and the remedies of the State set out in this QVA are not exclusive.
- 9.9 QVA Termination
- 9.9.1 Cancellation for Conflict of Interest
- 9.9.1.1 Pursuant to A.R.S. § 38-511, the State May cancel this QVA within three (3) years after QVA execution without penalty or further obligation if any Person significantly involved in initiating, negotiating, securing, drafting or creating the QVA on behalf of the State, is or becomes at any time while the QVA or an extension of the QVA is in effect, an employee of or a consultant to any other party to this QVA with respect to the subject matter of the QVA. The cancellation Shall be effective when the Qualified Vendor receives written notice of the cancellation unless the notice specifies a later time. If the Qualified Vendor is a political subdivision of the State, it May also cancel this QVA as provided in A.R.S. § 38-511.
- 9.9.2 Gratuities
- 9.9.2.1 The State May, by written notice, terminate this QVA, in whole or in part, if the State determines that employment or a Gratuity was offered or made by the Qualified Vendor or a representative of the Qualified Vendor to any officer or employee of the State for the purpose of influencing the outcome of the procurement or securing the QVA, an amendment to the QVA, or favorable treatment concerning the QVA, including the making of any determination or decision about QVA performance. The State, in addition to any other rights or remedies, Shall be entitled to recover exemplary damages in the amount of three (3) times the value of the Gratuity offered by the Qualified Vendor.
- 9.9.3 Termination for Convenience
- 9.9.3.1 The State reserves the right, with written notice, to terminate the QVA, in whole or in part at any time, when in the best interests of the State without penalty or recourse. Upon receipt of the written notice, the Qualified Vendor Shall immediately stop all work, as directed in the notice, notify all Subcontractors of the date of the termination, and minimize all further costs to the State. In the event of termination under this paragraph, all documents, data, and reports prepared by the Qualified Vendor under the QVA Shall become the property of and be delivered to the State. The Qualified Vendor Shall be entitled to receive just and equitable compensation for work in progress, work completed, and materials accepted before the date of the termination.
- 9.9.4 Termination upon Request of the Qualified Vendor
- 9.9.4.1 The Qualified Vendor May request termination of the QVA, in whole or in part, at any time. The Qualified Vendor Shall not terminate performance of

this QVA without the prior written consent of the Department. The Qualified Vendor Shall provide at least ninety (90) Days written notice to the Department setting forth the reasons for requesting termination. The written notice shall be sent to the Contracts Administrator at [DDDContractsManager@azdes.gov](mailto:DDDContractsManager@azdes.gov). Upon determination that termination is appropriate, the Department Shall provide written notice of acceptance of such termination and the termination date. The Qualified Vendor will be required to continue to provide services until transition is completed as outlined in Part 5 Section 13.10 of this QVA. Upon termination, all goods, materials, documents, data, and reports prepared by the Qualified Vendor under the QVA Shall become the property of and be delivered to the State on demand. The State May, upon termination, procure, on terms and in the manner that it deems appropriate, materials or services to replace those under this QVA.

- 9.9.4.2 The Qualified Vendor Shall be liable to the State for any excess costs incurred by the State in procuring materials or services in substitution for those due from the Qualified Vendor.
- 9.9.5 Termination for Default
  - 9.9.5.1 The State reserves the right to terminate the QVA, in whole or in part, when a Qualified Vendor no longer meets the criteria defined in the RFQVA, for non-compliance with the QVA requirements, for noncompliance to acquire and maintain all required licenses, certifications, credentialing, insurance, bonds, site licenses and permits, or to make satisfactory progress in performing the QVA. The Procurement Officer Shall provide written notice of the termination and the reasons for it to the Qualified Vendor.
  - 9.9.5.2 Upon termination, all goods, materials, documents, data, and reports prepared by the Qualified Vendor under the QVA Shall become the property of and be delivered to the State on demand.
  - 9.9.5.3 The State May, upon termination of this QVA, procure, on terms and in the manner that it deems appropriate, materials or services to replace those under this QVA. The Qualified Vendor Shall be liable to the State for any excess costs incurred by the State in procuring materials or services in substitution for those due from the Qualified Vendor unless the QVA is terminated solely for the convenience of the State.
  - 9.9.5.4 This QVA May immediately be terminated if the Department determines that the health or welfare or safety of Members is endangered.
- 9.9.6 Continuation of Performance through Termination
  - 9.9.6.1 The Qualified Vendor Shall continue to perform, in accordance with the requirements of the QVA, up to or beyond the date of termination, in whole or in part, as directed in the termination notice or as provided in Part 3, 9.9.8 of this RFQVA.
- 9.9.7 Termination for Any Reason

- 9.9.7.1 In the event of termination or suspension of the QVA by the Department, in whole or in part, such termination or suspension Shall not affect the obligation of the Qualified Vendor to indemnify the State for any claim by any other party against the Department and/or the State arising from the Qualified Vendor's performance of this QVA and for which the Qualified Vendor would otherwise be liable under this QVA. To the extent such indemnification is excluded by A.R.S. § 41-621, *et seq.* or an obligation is unauthorized under A.R.S. § 35-154, the provisions of this paragraph Shall not apply.
- 9.9.7.2 In the event of early termination, any funds advanced to the Qualified Vendor Shall be returned to the Department within ten (10) Days after the Termination Date.
- 9.9.7.3 In the event the QVA is terminated in part, the Qualified Vendor Shall continue the performance of the QVA to the extent not terminated.
- 9.9.8 Qualified Vendor Termination
- 9.9.8.1 In the event the QVA is terminated, in whole or in part, with or without cause, or expires, the Qualified Vendor Shall assist the Department in the transition of all affected Members to other Qualified Vendors in accordance with applicable rules and policies. Such assistance and coordination Shall include but is not limited to:
- 9.9.8.1.1 Forwarding program and other Records as May be necessary to assure the smoothest possible transition and continuity of services. The cost of reproducing and forwarding such Records Shall be the responsibility of the Qualified Vendor;
- 9.9.8.1.2 Notifying Subcontractors and Members.
- 9.9.8.1.3 Facilitating and scheduling medically necessary appointments for care and services;
- 9.9.8.1.4 Providing all reports set forth in this QVA;
- 9.9.8.1.5 Making provisions for continuing all management/administrative services until the transition of Members is completed and all other requirements of this QVA are satisfied.
- 9.9.8.1.6 If required by the Department, extending performance until suitable arrangements are made by the Department for a replacement Qualified Vendor;
- 9.9.8.1.7 If required by the Department, at the Qualified Vendor's own expense, assisting in the training of Personnel;
- 9.9.8.1.8 Paying all outstanding obligations for care rendered to Members;
- 9.9.8.1.9 Providing the following financial reports to the Department until the Department is satisfied that the Qualified Vendor has paid all such obligations: (a) a monthly claim aging report by Qualified Vendor/creditor including Incurred But Not Reported amounts; (b) a monthly summary of

cash disbursements; and (c) copies of all bank Statements received by the Qualified Vendor in the preceding month for Qualified Vendor's bank accounts. All reports in this section Shall be due on the fifteenth (15th) day of each succeeding month for the prior month.

9.9.9 Voidability of QVA.

9.9.9.1 This QVA is voidable, and May be immediately terminated by the Department upon the Qualified Vendor becoming insolvent or filing proceedings in bankruptcy or reorganization, or if substantial evidence exists that the Qualified Vendor will become insolvent, or upon assignment or delegation of the QVA without prior written approval from the Department.

9.10 Survival of Rights and Obligations after QVA Expiration or Termination

9.10.1 All representations and warranties made by the Qualified Vendor under this QVA Shall survive the expiration or termination of the QVA. In addition, the parties acknowledge that pursuant to A.R.S. § 12-510 except as provided in A.R.S. § 12-529, the State is not subject to or barred by any limitations of actions prescribed in A.R.S., Title 12, Chapter 5.

10 **QVA Claims and Controversies**

10.1 Other than protests and claims covered by A.A.C. R6-6-2115 and R6-6-2116, any other claims or controversies under this QVA Shall be resolved according to A.A.C. R6-6-2117.

10.1.1 The Qualified Vendor waives any right to attorney's fees in any administrative or judicial proceeding concerning, arising out of, of that is otherwise related to, this QVA.

11 **Contingency Planning**

11.1 Business Continuity Plan.

11.1.1 Each Qualified Vendor Shall establish a written BCP that illustrates how the Qualified Vendor Shall provide QVA service(s) in the event of a natural or man-made disaster. The BCP is subject to the approval of the Department. The Qualified Vendor Shall submit any amendment to the Department within ten (10) Business Days. The Department May require the Qualified Vendor to provide a copy of the plan at any time prior to or post award of a QVA.

11.1.2 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 QVA impossible or impracticable, the Department Shall have the authority to:

11.1.2.1 Temporarily suspend the QVA(s), in whole or in part, if the Qualified Vendor cannot perform to the agreed terms and conditions.

- 11.1.2.2 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.
- 11.1.2.3 Reinstatement of the suspended QVA(s), if the Qualified Vendor can demonstrate the ability to resume performance of the QVA(s). Once the emergency is officially declared over and/or the Qualified Vendor can demonstrate the ability to perform, the State, at its sole discretion, may reinstate the temporarily suspended QVA(s).
- 11.1.3 The Department Shall not incur any liability to a Qualified Vendor during a disaster or emergency event.
- 11.2 Pandemic Performance Plan
- 11.2.1 The Qualified Vendor Shall prepare a Pandemic Performance Plan. The Pandemic Performance Plan is subject to the approval of the Department. The Qualified Vendor Shall submit any amendment to the plan to the Department within ten (10) Business Days. The State May require the Qualified Vendor to provide a copy of the plan at any time prior to or post award of a QVA.
- 11.2.2 The State Shall require a written Pandemic Performance Plan that illustrates how the Qualified Vendor Shall perform its responsibilities in the QVA.
- 11.2.3 In the event of a Pandemic, as declared by the Governor of Arizona, the President of the United States, or the World Health Organization, which makes performance of any term under this QVA impossible or impracticable, the State Shall have the following rights:
  - 11.2.3.1 Temporarily suspend the QVA(s), in whole or in part, if the Qualified Vendor cannot perform to the agreed terms and conditions.
  - 11.2.3.2 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.
  - 11.2.3.3 Reinstatement of the suspended QVA(s) if the Qualified Vendor can demonstrate the ability to resume performance of the QVA(s). Once the Pandemic is officially declared over and/or the Qualified Vendor can demonstrate the ability to perform, the State, at its sole discretion, May reinstate the temporarily suspended QVA(s).
- 11.2.4 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.
- 12 **Certifications**
- 12.1 Lobbying.
- 12.1.1 The Qualified Vendor Shall submit the Certification Regarding Lobbying form, and by so doing, agrees to comply with 49 C.F.R. §§ 20.100, et

seq. The Certification Regarding Lobbying form is located on the Department's website.

- 12.1.2 No funds paid to Qualified Vendors by the Department or interest earned thereon, Shall be used for the purpose of influencing or attempting to influence an officer or employee of any Federal or State agency, a Member of the United States Congress or State Legislature, an officer or employee of a Member of the United States Congress or State Legislature in connection with awarding of any Federal or State contract, the making of any Federal or State grant, the making of any Federal or State loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any Federal or State contract, grant, loan, or cooperative agreement. The Qualified Vendor Shall disclose if any funds paid to the Qualified Vendor by the Department have been used or will be used to influence the individuals and entities indicated above.
- 12.2 Inclusive Qualified Vendor.
- 12.2.1 The Qualified Vendor is encouraged to make every effort to utilize Subcontractors that are small, women-owned and/or minority-owned business enterprises. This could include Subcontractors for a percentage of the administrative or direct service being proposed. The Qualified Vendor who is committing a portion of its work to such Subcontractors, Shall do so by identifying the type of service and work to be performed by providing detail concerning the Qualified Vendor's utilization of small, women-owned and/or minority-owned business enterprises. Emphasis Should be placed on specific areas that are subcontracted and percentage of QVA utilization and how this effort will be administered and managed, including reporting requirements.
- 12.3 Data Sharing.
- 12.3.1 When determined by the Department that sharing of confidential data will occur with the Qualified Vendor, the Qualified Vendor Shall complete the Department Data Sharing Request/Agreement and submit the completed agreement to the DES program designated Personnel prior to any work commencing or data shared. A separate Data Sharing Request/Agreement Shall be required between the Qualified Vendor and each DES Program sharing confidential data. The Data Sharing Request/Agreement form is available on the Division's website.
- 12.4 Participation in Boycott of Israel.
- 12.4.1 If the Applicant or Qualified Vendor is a Company as defined in A.R.S. § 35-393, it warrants it is not currently engaged in a boycott of Israel as described A.R.S. §§ 35-393, *et seq.* and will refrain from any such boycott for the duration of this Contract.

- 12.4.2 The Participation in Boycott of Israel Disclosure form is required as an attachment. Applicants will be evaluated based on whether this disclosure has been completed.
- 12.5 Forced Labor of Ethnic Uyghurs Ban
- 12.5.1 If the applicant or Qualified Vendor is a company as defined in A.R.S. § 35-394, it warrants it is not currently using and agrees not to use during the term of the contract, any of the following: forced labor of ethnic Uyghurs in the People’s Republic of China; any goods or services produced by the forced labor of ethnic Uyghurs in the People’s Republic of China; or 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.
- 12.5.2 The Forced Labor of Ethnic Uighurs Ban Disclosure form is required as an attachment. Applicants will be evaluated based on whether this disclosure has been completed.

**PART 4**

**INSTRUCTIONS TO QUALIFIED VENDOR APPLICANTS**

**RESPONSIBILITIES OF APPLICANTS**

Duty to Examine

It is the responsibility of each Applicant to examine the Request for Qualified Vendor Application (RFQVA), seek clarification in writing, and check its Application for accuracy before submitting the Application.

Submission of Inquiries

The Applicant Shall submit all inquiries in writing. Any inquiry related to the RFQVA Shall refer to the appropriate RFQVA number, page, and paragraph. Any inquiry related to the RFQVA, including any requests for or inquiries regarding standards referenced in the RFQVA Shall be directed to the Department's Contract Administration Unit at [DDDContractsManager@azdes.gov](mailto:DDDContractsManager@azdes.gov).

No Right to Rely on Verbal Responses

An Applicant Shall not rely on verbal responses to inquiries. Any inquiry that results in changes to the RFQVA Shall be answered solely through a written RFQVA Department Amendment.

Qualified Vendor Amendments

The Qualified Vendor Agreement (QVA) Shall only be modified as set forth in Part 3, Sections 6.1 and 6.2 of the Standard Terms and Conditions.

Email Notification

Applicants Shall have an active notice email address to be awarded a QVA. All notices from the Department pertaining to the Application are made via the Applicant's notice email address. Qualified Vendors Shall keep their notice email address updated in the Contract Administration System (CAS). There is no other method for changing the notice email address.

**Application Preparation**

General

The Applicant Shall submit electronically in CAS all required documents, completed and signed as necessary, and any required supporting information.

To be minimally adequate, the application Shall consist of the following :

1. Assurances and Submittals (see Part 7A) which is generated by the CAS. If any of the Applicant's responses to these assurances changes after award, changes Shall be made to the electronic Application via the CAS.
2. RFQVA Amendment signature pages for all applicable amendments to the RFQVA Solicitation.

3. All applicable submittals required in the Assurances and Submittals, as appropriate, and with **Digital Signatures** where indicated.
4. Business Associates Agreement (BAA)
5. Data Sharing Agreement (DSA).
6. Participation in Boycott of Israel
7. Forced Labor of Ethnic Uighurs Ban
8. Debarment, Suspension, Ineligibility, and Voluntary Exclusion Lower Tier Covered Transaction
9. State of Arizona Substitute W-9
10. Certification Regarding Lobbying
11. Internal Revenue Service (IRS) letter with Employer Identification Number (EIN)
12. Qualified Vendor Application Approval
13. Arizona Corporation Commission (ACC) Entity Information
14. Financial Statements
15. Home Health Agency License (as applicable)
16. Documentation of Qualifications for Key Positions (including resumes, diplomas, professional licenses, and certificates)
17. Valid Government Issued Photo ID for each owner and signatory
18. Valid Fingerprint Clearance Card (front and back) for each owner and signatory
19. Background Check Authorization (for each owner and signatory **and the business entity**)
20. Business Continuity Plan
21. Pandemic Performance Plan
22. Quality Management Plan
23. Workforce Development Plan

If the submittal is not minimally adequate, the submittal will not be released for processing. The electronic version shall be complete and include readable information for each of the required elements in the CAS.

After submitting a minimally adequate electronic Application including all applicable amendments, submittals, forms, and documents, the Department will notify the Applicant via email that review of the Application has begun. If the Applicant does not receive an electronic notice via email after five (5) Business Days, it may contact the Department's Contract Administration Unit to confirm the status of its Application. An Application will not be considered submitted and released for processing until all documents identified as required for submission have been uploaded by the vendor in CAS. Application Submittals not released for processing will not be eligible for consideration of an awarded QVA.

The Department will notify each Applicant via email if its Application is not minimally adequate within thirty (30) Days of receipt of the Application. The notice will identify the information or documentation that is missing or incomplete in the Application. The Department May conduct discussions with the Applicant to provide information about the completeness of the Application. The Applicant Shall provide the information or documentation that is missing or incomplete in the Application within fifteen (15) Days. The Department will deny the Application, if the Applicant does not provide the additional information within the specified timeframe. The Department will notify an Applicant via email whether the Applicant has been accepted as a Qualified Vendor within sixty (60) Days of receipt of a complete Application. The Department will not enter into a QVA unless it has reviewed and evaluated a minimally adequate Application.

An Applicant May be awarded only one (1) QVA by the Department. This is enforced primarily by a unique Federal Employer Identification Number (FEIN) and W-9. If a new/replacement FEIN is obtained by a current Qualified Vendor, a new Application is required. The **Division's Contract Administrator** ~~Department's Contract Manager~~ or designee is available to assist in this transition which May involve the transition of authorizations from an old FEIN to a new FEIN, as appropriate.

#### Consultants

Applicants who utilize consultants to assist in their Application Shall not be represented by the consultant. All discussions and agreements will be made directly with the Applicant.

#### Website

The RFQVA and any amendments are available on the Internet at the Department's website at [www.azdes.gov/ddd/](http://www.azdes.gov/ddd/). The website also contains links to other websites to access materials referenced in the RFQVA.

#### Public Record

Prior to the Contract Effective Date of the QVA, the Department Shall not disclose any information identified by the Applicant as confidential business information or proprietary information without first notifying the Applicant in writing and allowing the Applicant opportunity to respond or protest the planned disclosure as provided in A.A.C. R6-6-2105(H).

#### Agreement

Qualified Vendor Amendments to the approved QVA requiring Department approval similarly are not part of the QVA until approved by the Department. Qualified Vendor initiated electronic Applications/Amendments for a QVA that have been electronically submitted and are pending review will lock out the Application from any further change while pending approval.

~~The QVA Shall consist of the documents specified in Part 3, 1.58 of the Standard Terms and Conditions.~~

Qualified Vendors Should maintain a file entitled Qualified Vendor Agreement that includes a copy of all of the items comprising the Application and QVA. This entire file will reflect the total Agreement between the Qualified Vendor and the Department.

### Application Updates and Amendments

~~A Qualified Vendor Shall update and maintain current all the following: the general information section of the CAS, the Assurances and Submittals, and associated submittals, when there is any change or at the request of the Department. Such changes will be subject to approval by the Department and the execution of an amendment to the QVA.~~

~~To add additional services to the QVA, the Qualified Vendor Shall request a Qualified Vendor Amendment to the QVA. The Qualified Vendor Shall submit the Qualified Vendor Amendment electronically in the CAS. The Qualified Vendor Shall also submit all documents and submittals associated with the proposed Qualified Vendor Amendment, which May include, but is not limited to, an updated Assurances and Submittals, a Qualified Vendor Supported Developmental Home Subcontract (where applicable), Business Continuity Plan, and an updated Business Plan. The Qualified Vendor Shall also submit a new Home and Community Based Services (HCBS) Certificate reflecting the new service(s) being added. The addition of services to the QVA requires approval by the Department and the execution of an amendment to the QVA.~~

~~Qualified Vendors and Applicants are able to update or amend their Application/QVA only after submitted changes have been reviewed and a determination has been made. The Department Shall respond to a request for a Qualified Vendor Amendment to a QVA based on the criteria defined in A.A.C. R6-6-2103 and A.A.C. R6-6-2104.~~

### **RFQVA Schedule**

Notices for significant events in the processing of RFQVAs, Department Amendments, and changes to the CAS will be posted on the Department's website at [www.azdes.gov/ddd/](http://www.azdes.gov/ddd/).

### **Evaluation**

#### Evaluation Factors

The Department Shall consider the following factors in determining if an Applicant is a Qualified Vendor and eligible to enter into a QVA:

1. Ability of the Applicant to meet the need for services based on performance, including compliance with licensing, certification, and credentialing through the Department requirements, program monitoring, contract monitoring, or contract monitoring reports, and corporate or individual experience providing Community Developmental Disability Services or similar services in Arizona and in other states.
2. Whether the Applicant has met the requirements of the RFQVA process.
3. Whether the Application is consistent with the Department's network development plan or other documentation of projected service need.
4. Financial stability of the Applicant as demonstrated by the financial information provided in the Application.

5. In addition, before determining that an Applicant is responsible, as demonstrated by the background information provided in the Application and/or received from other sources including:
  - a. The Applicant's financial, business, Key Personnel, or other resources, including subcontractors;
  - b. The Applicant's Record of performance and integrity;
  - c. Whether the Applicant has been debarred or suspended;
  - d. Whether the Applicant is legally qualified to contract with the State;
  - e. Whether the Applicant promptly supplied all requested information.

#### Disqualification

The Application of an Applicant who is currently debarred, suspended, or otherwise lawfully prohibited from any public procurement activity Shall be rejected.

#### Verification

The Department May contact any source available to verify the information submitted in the Application and May use this information and any additional information obtained from the source(s) in evaluating the Application. The Department May also utilize internal and external sources and resources to conduct background checks.

#### Protests

A protest Shall comply with and be resolved according to A.A.C. R6-6-2115.

#### Waiver and Rejection Rights

Notwithstanding any other provision of the RFQVA, the Department reserves the right to:

1. Waive any minor defect or omission,
2. Reject any and all Applications or portions thereof, or
3. Cancel the RFQVA.

**PART 5**

**SERVICE REQUIREMENTS/SCOPE OF WORK**

This Part sets forth the general requirements that the Qualified Vendor Shall comply with in the delivery of Community Developmental Disability Services. The Qualified Vendor Shall also comply with the requirements in Service Specifications, for each service identified in the awarded QVA, as well as Part 3, Standard Terms and Conditions for Qualified Vendors, and all other provisions of the Request for Qualified Vendor Applications (RFQVA).

**13 Expectations**

13.1 Qualified Vendors Shall comply with all laws recognizing the rights, benefits, and privileges of people with developmental disabilities.

13.1.1 Qualified Vendors Shall guard the rights of Members, support Member's ability to act within their rights, ensure that Members are informed of their rights as they relate to service delivery, and ensure that Members do not experience rights violations or abuses as part of service delivery.

**13.2 Business Organizational Structure and Requirements**

13.2.1 In order to conduct business with the Division, a Qualified Vendor has roles and responsibilities related to operating and maintaining a business and providing needed supports to individuals with ID/DD. To properly deliver services according to the RFQVA, Qualified Vendors Shall have an organizational structure commensurate with the requirements of the RFQVA. Qualified Vendors May achieve these aims through Key Positions referenced below, or by procuring needed services as allowable through the RFQVA.

13.2.2 The Business Plan Shall include a description of the organizational structure that identifies all leadership Personnel, including those in Key Positions as defined in 1.39 and 1.40 in the Standard Term and Conditions of this RFQVA, and all owners and affiliates holding a five (5) percent or greater ownership interest in the Qualified Vendor's organization.

13.2.3 An organizational chart Shall be provided at the time of initial application and within ten (10) Business Days of when any changes to the organizational structure are made.

13.2.4 Resumes, documentation of qualifications including professional licenses, diplomas and certificates and job descriptions detailing responsibilities and duties Shall be provided for all Key Positions at the time of initial Application and within ten (10) Days of changes being made to this information.

13.2.5 Resumes and job descriptions detailing responsibilities and duties Shall be provided for all individuals holding a five (5) percent or greater ownership interest in the Qualified Vendor's organization at the time of

initial Application and within ten (10) Days of changes being made to this information.

13.2.6 The Qualified Vendor Shall maintain a current and historical Record of its organizational structure including an organizational chart, job descriptions, and resumes, and Shall make these Records available to the Division upon request.

13.3 Qualifications of Key Positions

13.3.1 At all times throughout the term of this QVA, the individual holding the Key Position responsible for the business operation of the business entity, who may be an owner, chief executive officer (CEO), chief financial officer (CFO) business administrator or similar title, Shall meet the following requirements:

13.3.1.1 Earned a bachelor's degree or more in finance, business administration, or another closely related field from an accredited college or university , with at least two (2) years of experience working in finance, business administration, or another closely related field; or

13.3.1.2 Earned an associate's degree or more in finance, business administration, or another closely related field from an accredited college or university , with at least five (5) years of experience working in finance, business administration, or another closely related field; or

13.3.1.3 Have at least seven (7) years of experience working as an owner, CEO, CFO, director, administrator, business administrator, or similar title.

13.3.2 At all times throughout the term of this QVA, an individual holding a Key Position responsible for program operations Shall meet the following requirements:

13.3.2.1 Earned a bachelor's degree or more in social science, health education, psychology, sociology, social work, health sciences, early childhood education, special education, rehabilitation counseling, or another closely related field from an accredited college or university, with at least two (2) years of management or supervision experience in a human service field or developmental disability service field; or

13.3.2.2 Have at least five (5) years of experience in leadership or management of an entity that services the ID/ DD population or other similar population; or

13.3.2.3 Have at least two (2) years of experience working directly with people with ID/DD, meet the federal requirements for a Qualified Intellectual Disabilities Professional (QIDP) specified in 42 C.F.R. § 483.430, and be licensed, certified, or registered in the State of Arizona as a(n):

13.3.2.3.1 Doctor of medicine or osteopathy;

13.3.2.3.2 Registered nurse;

13.3.2.3.3 Occupational therapist;

- 13.3.2.3.4 Occupational therapy assistant;
- 13.3.2.3.5 Physical therapist;
- 13.3.2.3.6 Psychologist;
- 13.3.2.3.7 Social worker;
- 13.3.2.3.8 Speech language pathologist;
- 13.3.2.3.9 Audiologist;
- 13.3.2.3.10 Professional dietitian, registered by the American Dietetic Association; or
- 13.3.2.3.11 Have earned a bachelor's degree or more in a human services field, such as sociology, special education, rehabilitation counseling, or psychology.
- 13.3.3 Either the individual responsible for business operations or the individual responsible for program operations Shall be an authorized signatory of the QVA contract.
- 13.3.4 The Qualified Vendor Shall employ or subcontract with an individual or entity to act as the Qualified Vendor's medical billing coder.
- 13.3.5 The Qualified Vendor Shall employ or subcontract with a certified public accountant, as specified in Part 3, Section 5.4 of this RFQVA.
- 13.3.6 The Qualified Vendor Shall submit email notification to its assigned Contract Management Specialist and Division's email [DDDContractsmanager@azdes.gov](mailto:DDDContractsmanager@azdes.gov) within ten (10) Days of a change in personnel roles, responsibilities, qualifications and eligibility for any Key Position, including an updated organizational chart.
- 13.4 Roles and Responsibilities of Qualified Vendors.
- 13.4.1 The Qualified Vendor Shall comply with all laws and meet all applicable licensing, certification, credentialing requirements, and performance standards throughout the term of the QVA, including but not limited to the following:
  - 13.4.1.1 Obtain and maintain Home and Community-based Service Certification pursuant to A.A.C. R6-6-1501-1533, prior to the delivery of service. Qualified Vendors will not be paid for services delivered prior to the date of certification.
  - 13.4.2 Enroll as a provider with the AHCCCS prior to the delivery of service. Qualified vendors will not be paid for services delivered prior to the date of AHCCCS registration.

- 13.4.3 Obtain and maintain all credentialing requirements as stated in the Division Policy Manual(s), and as required by the Department and AHCCCS.
- 13.4.4 Comply with AHCCCS requirements related to referring, ordering, prescribing, and attending (ROPA) in AHCCCS policy.
- 13.4.5 If considered a group biller by AHCCCS, obtain a signed Provider Participation Agreement from each individual provider delivering the services.
- 13.4.6 If providing home health nursing, occupational, physical, or speech therapy services, obtain a National Provider Identifier (NPI) from the National Plan & Provider Enumeration System.
- 13.4.6.1 This requirement applies to both the DSPs delivering the services and to the Qualified Vendors.

- 13.5 Certification and Licensing Requirements
- 13.5.1 Qualified Vendors Shall have all applicable certifications, credentials and licenses required for the provision of services as required by law and this QVA, including the applicable service specifications in Part 6 of this QVA.
- 13.5.2 The Qualified Vendor Shall comply with all licensing requirements prior to the delivery of service. Vendors will not be paid for services delivered prior to the issuance of the license or certification or for any period during which licensure or certification is not maintained.
- 13.6 Insurance Requirements
- 13.6.1 Qualified Vendors Shall comply with all insurance requirements specified in the Standard Terms and Conditions of this QVA.
- 13.6.2 Compliant insurance coverage Shall be in place and supporting documentation Shall be received by the Department prior to the **Initial Service Start Date** ~~Contract Effective Date~~ and maintained throughout the duration of the QVA.
- 13.6.3 Qualified Vendors Shall comply with all applicable policies, procedures, administrative directives, and standards of AHCCCS and the Department. Refer to AHCCCS and the Division's website for information on these authorities.
- 13.6.4 Comply with all requirements of Arizona's Electronic Visit Verification (EVV) system.
- 13.6.5 The Division reserves the right to take contract action against the Qualified Vendor for performance violations and contractual non-compliance (See Provisions for Default in Part 3, 9.7 of this RFQVA).
- 13.7 Qualified Vendor Status
- 13.7.1 To be a Qualified Vendor in good standing with the Division, Qualified Vendors Shall comply with all requirements in this QVA.
- 13.8 Maintaining Qualified Vendor status.
- 13.8.1 Within the first year from the date of the Contract Effective Date, Qualified Vendors new to the Department's provider network, in good standing, and in full compliance with the QVA, Shall enroll no more than the number of Members outlined in the Qualified Vendor's approved Business Plan.
- 13.8.2 For Qualified Vendors new to the Department's provider network, enrollment may be expanded to greater than the number of Members outlined in the Qualified Vendor's approved Business Plan after one (1) year from the Contract Effective Date if the Qualified Vendor remains in good standing and in full compliance with the QVA throughout the first year from the Qualified Vendor's Contract Effective Date.

- 13.8.3 The Division May terminate the contract of a Qualified Vendor that does not provide services to one or more Members or in accordance with its Business Plan within the first year from the Contract Effective Date and for the duration of the QVA .
- 13.8.4 Within one (1) year from the Contract Effective Date, Qualified Vendors are expected to meet the following milestones and maintain performance with milestones for the duration of QVA:
  - 13.8.4.1 Within 3 months of providing services, demonstrate the ability to submit 95% Clean Claims;
  - 13.8.4.2 Participate in Division activities that monitor quality and performance;
  - 13.8.4.3 Upon request, provide documentation of progress towards Business Plan objectives. Submit timely reports (progress reports, financial reports) as required; and
  - 13.8.4.4 Demonstrate it responds to Vendor Calls.
- 13.8.5 Qualified Vendors May seek Technical Assistance from the Division. (See Technical Assistance in Part 3, 3.9 of this QVA for more information).
- 13.8.6 Ensure eligibility for annual extension of this QVA and complete all renewal requirements.
- 13.9 Contract Extension
  - 13.9.1 The contract term for this QVA is a maximum of five (5) years, which includes annual unilateral extensions of the QVA by the Division. Prior to extension, Qualified Vendors Shall ensure that all required information provided to the Division is accurate, complete, and current, including the following:
    - 13.9.1.1 Key Positions;
    - 13.9.1.2 Organizational structure;
    - 13.9.1.3 Physical addresses, including service and administrative sites;
    - 13.9.1.4 Provider directory citation;
    - 13.9.1.5 Credentialing through the Department;
    - 13.9.1.6 Insurance coverage and documentation;
    - 13.9.1.7 Financial reporting;
    - 13.9.1.8 Subcontracts;
    - 13.9.1.9 Sole Proprietor Waivers and Individual Provider Insurance Waivers;
  - 13.9.2 As part of contract extension, Qualified Vendors Shall submit:
    - 13.9.2.1 A current Business Plan documenting progress over the previous contract year, as applicable (see Part 7B);

- 13.9.2.2 Updated Quality Management Plan documenting progress on quality and performance improvement efforts over the previous contract year, as applicable;
- 13.9.2.3 Updated Business Continuity Plan, as applicable;
- 13.9.2.4 Updated Pandemic Performance Plan, as applicable;
- 13.9.2.5 Updated Workforce Development Plan, as applicable;
- 13.9.2.6 Documents demonstrating financial viability as outlined in 5.4.1 for the upcoming contract period; and
- 13.9.2.7 Review and submit signed Assurances and Submittals (Part 7, Attachment 7-A).
- 13.9.3 The Division reserves the right, at any time, to perform an on-site review or meet with Key Personnel prior to contract extension.
- 13.10 Transition of Members to other Service Providers
  - 13.10.1 The Qualified Vendor Shall participate in the process of transitioning Member(s) with authorized services to other service providers when any of the following occurs: when **a Member initiates the request**, the Qualified Vendor requests that Authorizations are reassigned, when a QVA is terminated or expires, or when the Department ceases to provide the service.
  - 13.10.2 Qualified Vendors are required to request and obtain written approval from the Department before transitioning Member(s) to other providers. The Department reserves the authority to make any and all determinations regarding Members need to transition to other service providers.
  - 13.10.3 Except in an emergency , Qualified Vendors Shall notify the Member and Responsible Person, as applicable, of the need to transition to new service providers in writing, at least sixty (60) Days prior to the transition, or as soon as reasonably possible.
    - 13.10.3.1 Qualified Vendors Shall not notify the Member of the transition until the Division has approved the transition plan.

- 13.10.4 All Qualified Vendors Shall assist the Division in the transition of the Member to the new service provider. This May include additional communication and coordination with the Member, the Responsible Person, and other service providers, transferring pertinent Records to the new service provider, participating in planning meetings, and any other supports necessary to ensure the Member’s health and safety, and service continuity are achieved.
- 13.10.5 Qualified Vendors Shall assist the Division in transferring to the new service provider any property belonging to the Member, as necessary.
- 13.11 Required Plans, Policies, and Procedures
- 13.11.1 Qualified Vendors are required to have the plans and procedures described in this section in place within the specified time periods
- 13.11.2 Before the Division will authorize a Qualified Vendor to provide a service, the Qualified Vendor shall provide evidence that its policies and procedures align with applicable rules and policies governing the Division’s services as outlined in the Division’s Policy Manual(s), including, but not limited to:
  - 13.11.2.1 Business Plan.
    - 13.11.2.1.1 Develop and maintain a Business Plan as outlined in this Agreement.
    - 13.11.2.2 Quality Management Plan.
      - 13.11.2.2.1 Qualified Vendors Shall develop and maintain a Quality Management Plan as outlined in the Division’s Policy Manual(s), and use findings from evaluating its quality management activities to develop future priorities, align resources to needs, and create feedback opportunities for Members, families, and Personnel.
        - 13.11.2.2.2 The Division reserves the right to directly survey or interview Members and families, and to otherwise assess the quality of services delivered by Qualified Vendors.
        - 13.11.2.3 Workforce Development Plan.
          - 13.11.2.3.1 Qualified Vendors Shall develop and maintain a comprehensive Workforce Development Plan, as outlined in the Division's Policy Manual(s), and **referenced in the Policy Development Tool**, to ensure that Members receive services from a workforce that is qualified, capable, and sufficiently staffed.
          - 13.11.2.4 **Contingency Plan consisting of Business Continuity Plan and Pandemic Performance Plan.**
            - 13.11.2.4.1 Business Continuity Plan
              - 13.11.2.4.1.1 Qualified Vendors Shall establish a written BCP, as outlined in the **RFQVA and the** Division’s Policy Manual(s), which illustrates how the Qualified Vendor Shall provide contracted service(s) pursuant to the QVA.

13.11.2.5 Pandemic Performance Plan.

13.11.2.5.1.1 Qualified Vendors Shall develop a Pandemic Performance Plan, as outlined in the **RFQVA and the** Division's Policy Manual(s), which illustrates how the Qualified Vendor Shall perform up to the QVA standards in the event of a Pandemic (e.g., influenza).

- 13.12 Monitoring
- 13.12.1 The Division performs quality, programmatic, and contractual monitoring of all services included in the QVA.
- 13.12.2 In addition to the monitoring schedule, if there is reasonable cause to believe a Qualified Vendor is not adhering to quality and performance standards, programmatic requirements, or contractual requirements, the Division May, at any time, conduct an onsite review of services.
- 13.12.3 Qualified Vendors Shall comply with monitoring activities as directed in the Provider Policy Manual(s), including collaboration and cooperation with the Division for all monitoring activities.
- 13.12.4 As part of internal monitoring practices or Quality Management Plans, Qualified Vendors May receive accreditation from a nationally recognized accreditation body.
- 13.12.5 Qualified Vendors that have received accreditation May be eligible for deemed status, as specified in A.A.C. R6-6-2301 through R6-6-2311, and May be subject to an amended monitoring schedule.
- 13.12.6 Anyone, including Qualified Vendors, May file Quality of Care Concerns when there are concerns about the quality of services being provided to Members.
- 13.12.7 Qualified Vendors Shall file Quality of Care Concerns for any concern about the Member's health, safety, or inadequate provision of service.
- 13.12.8 Qualified Vendors that have a grievance or complaint Shall contact the Division's Customer Service Center.
- 13.12.9 Qualified Vendors Shall continually identify best practices in service delivery and Shall incorporate best practices within their policies and procedures, train Direct Support Professionals (DSPs) and other Personnel to implement them in practice, and best practices within Quality Management Plans.
- 13.13 Recordkeeping and Reporting
- 13.13.1 Member Records
- 13.13.2 The Qualified Vendor Shall maintain a file for each Member as outlined in the Division Policy Manual(s). A Member's file Should include the following, as applicable:
  - 13.13.3 Pertinent documents related to the Member including but not limited to the Member's Planning Document and the Member's Behavioral Plan.
    - 13.13.3.1 Documentation of decision-making authority as a guardian or medical power of attorney, fiduciary, or other legal representative, to include supporting documentation.
    - 13.13.3.2 Record of services rendered (including administration of medications) and the effectiveness of the services.

- 13.13.3.2.1 Documentation of communications with the Member and their Responsible Person, other Qualified Vendors, the Support Coordinator, and other Persons or providers.
- 13.13.3.2.2 Copy of the Pre-Service Provider Orientation document.
- 13.13.3.2.3 Copy of the Member’s attendance records.
- 13.13.3.2.4 Copy of the Member’s progress reports completed as required in the Division Policy Manual(s).
- 13.13.3.2.5 Documentation of incidents related to the Member, complaints related to the Qualified Vendor’s care of the Member, and documentation of resolution of these incidents and complaints.
- 13.13.3.2.6 All required consents, such as general consent and/or consent for use of behavior modifying medications.
- 13.13.3.2.7 A ledger and documentation (e.g., receipts) accounting for all Member funds paid or provided to the Qualified Vendor for purchases made during service delivery. Member funds Shall only be expended in accordance with the Member’s choices.
- 13.13.3.3 All Records created and maintained by the Qualified Vendor that pertain to the Member Shall be made available to the Member and their Responsible Person for a period of six (6) years after the Qualified Vendor received its final payment for services provided to the Member. Upon request, the Qualified Vendor Shall produce one (1) legible copy of all requested Records at no cost to the Member or his/her Responsible Person.
- 13.13.3.4 The Qualified Vendor Shall provide incident reports to the Member or Member’s Responsible Person upon request. The Qualified Vendor May redact all information protected from disclosure under HIPAA.. Qualified Vendors Shall complete and provide incident reports according to the requirements for incident reporting outlined in the Provider Policy Manual(s).
- 13.13.4 Vendor Records
  - 13.13.4.1 The Qualified Vendor Shall maintain Records related to service delivery and associated expenditures as required by the Division’s rules, this QVA, and policy, as May be amended. Documents that the Qualified Vendor Shall have on file and available for inspection include, but are not limited to:
    - 13.13.4.1.1 Articles of incorporation, partnership agreements, and Internal Revenue Service letters;
    - 13.13.4.1.2 Copies of all licenses, certifications, credentials, registration or disclosure forms, and any other documents filed with, submitted to, or issued by, any government entity, including AHCCCS;
    - 13.13.4.1.3 Documentation of successfully completed training required per statute, rule, the QVA and the Division Policy Manual(s);

- 13.13.4.1.4 If applicable, a complete list of the current members of its board of directors, partners, or owners, including names, titles, addresses and phone numbers;
- 13.13.4.1.5 Current written job descriptions, which include minimum qualifications for training and experience, for each position that will be utilized in the provision of a service under the QVA;
- 13.13.4.1.6 Current resumes/applications for each individual who will be providing services under the QVA. Any documentation regarding personnel actions Shall be kept with the individual's resume/application;
- 13.13.4.1.7 Current resumes for individuals Persons serving in leadership, Key Positions, or who hold at least five (5) percent ownership interest in the Qualified Vendor's organization;
- 13.13.4.1.8 Documentation of inspections and licenses required to operate a residential setting, including fire inspection reports and life safety inspections;
- 13.13.4.1.9 Copies of vehicle maintenance Records and safety inspections for all Qualified Vendor owned or leased vehicles used to transport Members;
- 13.13.4.1.10 Proof of hours worked, **including start and end times** by its personnel Shall be set out in time sheets or equivalent documents, or a data system that complies with A.R.S. §18-106. Any data system utilized by a Qualified Vendor Shall identify controls to ensure the accuracy and integrity of the data;
- 13.13.4.1.11 **Daily records as proof of the number of hours Members are in attendance and receiving services, with verification and signature by the Member or Responsible Person or if unable to obtain verification from Member or Responsible Person, an agency representative prior to the submission of claim(s) for payment; If applicable, a Record of each Member's attendance, including time of arrival and departure.**
- 13.13.4.1.12 For in-home services where a Division established matrix is not used, proof of hours worked Shall be verified by the Member or their Responsible Person as applicable before the Qualified Vendor submits the claim for payment;
- 13.13.4.1.13 **When the Qualified Vendor is the Member's employer, daily records Shall be maintained as proof of the number of hours worked by the Member. Proof of hours worked Shall be verified by the Member or their Responsible Person or, if unable to obtain verification from Member or Responsible Person, an agency representative.**
- 13.13.4.1.14 Teaching strategies that were developed for the Member's habilitative Outcomes to the Member's Support Coordinator no later than twenty (20) Business Days following the initiation of service ~~for or a continuing placement~~ and whenever a new Outcome has been identified;

- 13.13.4.1.15 Individualized progress reports on the Member to the Division, the Member, and Responsible Person, unless the Member and Responsible Person has requested not to receive them. The Qualified Vendor Shall refer to the Division's Policy Manual(s) for guidance on report due dates and minimum content of the reports;
- 13.13.4.1.16 An aggregate report of program Outcomes and Shall refer to the Division's Policy Manual(s) for guidance on report due dates and minimum content;
- 13.13.4.1.17 Daily Records as proof of the number of hours worked by each DSP providing direct services to Members;
- 13.13.4.1.18 **Monthly statements of Member's hours of attendance, available upon request by the member/member's responsible person or the Division.**
- 13.13.4.1.19 Any schedule of planned activities developed for the provision of services to Members.
- 13.14 Delivery of Services
- 13.14.1 Qualified Vendor Expectations
- 13.14.1.1 Qualified Vendors Shall deliver services in accordance with the requirements listed in this QVA and outlined in relevant service specifications.
- 13.14.1.2 The Member and their Responsible Person have the right and responsibility to choose from the available Qualified Vendors whom they believe will best meet the needs of the Member. If services are provided to a group of Members by one provider, such as a group home, the Members Shall collectively choose the Qualified Vendor.
- 13.14.1.3 For all services provided by the Qualified Vendor that are co-located in a service setting, the Qualified Vendor Shall ensure that the services are:
  - 13.14.1.3.1 Provided by distinct Direct Support Professionals meeting the individual qualifications in accordance with each individual service specification, and prohibiting a single Direct Support Professional from providing multiple services at the same time, and
  - 13.14.1.3.2 Provided to Members as authorized.
  - 13.14.1.3.3 Qualified Vendors and Qualified Vendor's personnel are prohibited from providing non-QVA services to non-Members while simultaneously providing a QVA service to a Member, unless approved by the Department.
- 13.14.1.4 The Qualified Vendor shall, as set forth in each Member's Planning Document, deliver services to Members in such a manner that meets the following service goals:
  - 13.14.1.4.1 To honor and respect Member choices and rights related to all aspects of their lives, including service delivery;
  - 13.14.1.4.2 To increase or maintain Members' independence and self-sufficiency;

- 13.14.1.4.3 To maintain the health and safety of Members; and
- 13.14.1.4.4 To provide services in a manner that supports and enhances the Member's self-esteem, self-worth, mutual respect, value, and dignity.
- 13.14.1.5 The Qualified Vendor Shall ensure that Personnel and services:
  - 13.14.1.5.1 Identify and respect the Member's cultural, racial, ethnic, linguistic, identified gender, sexual orientation, and religious or spiritual needs;
  - 13.14.1.5.2 Provide services according to the Member's preferences and needs, that recognize the Member's strengths and promote the Member's independence;
  - 13.14.1.5.3 Provide support appropriate for the Member's age and aligned with typical life experiences such as playing and making friends, navigating relationships and sexuality, having and raising children, exploring recreation and hobbies, using social media and technology, getting an ID card, learning to drive or accessing public transportation, going to college or vocational school, finding a career, engaging in civic life, seeking leadership or advocacy opportunities, living more independently or renting/buying a home, or transitioning into retirement;
  - 13.14.1.5.4 Support the Member with activities that they and their Responsible Person, as applicable, have decided they need help with or that are documented in their Planning Document;
  - 13.14.1.5.5 Are provided in accordance with the Service Specifications in Part 6 of this QVA;
  - 13.14.1.5.6 Are available based on identified Member needs and provided as specified in the Member's Planning Document;
  - 13.14.1.5.7 Are modified appropriately to accommodate the changing needs of the Member and his or her environment;
  - 13.14.1.5.8 Are provided in the Member's primary form of communication or spoken language, to the extent feasible;
  - 13.14.1.5.9 Are provided by appropriately qualified and trained Personnel, including ensuring that all tasks required to be performed by a medical practitioner are performed by a qualified medical practitioner;
  - 13.14.1.5.10 Are provided in the most integrated environment and comply with Home and Community-Based Setting Final Rule (see Part 3, 1.38 of this QVA);
  - 13.14.1.5.11 Are structured to support the member to rely on assistive technology or technology that supports the member's maximal independence;
  - 13.14.1.5.12 Are structured to ensure that children through the age of fifteen (15) are provided services separately from adults, except in situations where related Members have agreed to receive the service together. Upon age sixteen (16), transition plans May be individually developed, and May permit the inclusion into services with adults with consent from

the Responsible Person. The transition plan and consent Shall be available to the Department upon request;

- 13.14.1.5.13 Are structured so that DSPs do not provide more than one (1) service at a time to one (1) or more Members;
- 13.14.1.5.14 Are provided by paid, qualified, and trained Personnel;
- 13.14.1.5.15 Are provided as authorized.
- 13.14.1.5.16 Comply with A.A.C. R6-6-901 et seq, Managing Inappropriate Behaviors; and
- 13.14.1.5.17 Comply with Electronic Visit Verification requirements.
- 13.14.2 Agency with Choice
  - 13.14.2.1 For Members participating in AHCCCS's Agency with Choice member-directed service delivery model, the following apply:
    - 13.14.2.1.1 The Qualified Vendor Shall identify in the CAS that it is participating as an Agency with Choice
    - 13.14.2.1.2 The Qualified Vendor who accepts a service authorization for a Member as an Agency with Choice, agrees to comply with all AHCCCS rules and policies regarding this service model, and Shall implement the Member's Planning Document;
    - 13.14.2.1.3 The Qualified Vendor Shall comply with the AHCCCS requirements for this service model and ensure that the DSP providing the service under this service model is not the Member's Responsible Person;
    - 13.14.2.1.4 A Member participating in the Agency with Choice Member-Directed Service Delivery Model May request a change in Qualified Vendor at any time;
    - 13.14.2.1.5 The Qualified Vendor that has chosen to participate in this service model May be required to provide additional training for the Member and the Member's Responsible Person as assessed and authorized by the Division; and
    - 13.14.2.1.6 The Qualified Vendor that has chosen to participate in the AHCCCS Agency with Choice Member- Directed service delivery model May be required to provide additional training for the DSP outside of the scope of the required/standard training (CPR, First Aid, Article 9) to meet the unique needs of the Member as authorized by the Division.

13.15 Services

13.15.1 Qualified Vendors are authorized to deliver Community Developmental Disability Services to Members **awarded to the Qualified Vendor in accordance with** the service specifications. These services are provided to meet a diverse range of needs and in a variety of community settings. Service Specifications are included in Part 6 of this RFQVA.

13.15.2 Day/Employment Services

13.15.2.1 Day and Employment Services are intended to provide Members with Meaningful Day activities outside of their homes, including Competitive Integrated Employment. The Division observes the Employment First! philosophy. Employment is the preferred option for all transition age and adult Members. Employment opportunities and services Should be pursued prior to seeking other Day Services or employment Services. Day services are available for both adults and children for afterschool and summer activities. A range of employment services are available to support Members who wish to pursue meaningful work. When Members indicate or demonstrate an interest in work, they should be referred for employment services. Day services and employment services can be used in a complementary fashion to support the Member to participate in work and community activities. Day services and employment services include:

- 13.15.2.1.1 Pathways to Employment Services;
- 13.15.2.1.2 Center-Based Employment Services ;
- 13.15.2.1.3 Group Supported Employment Service ;
- 13.15.2.1.4 Individual Supported Employment Services;
- 13.15.2.1.5 Employment Support Aid;
- 13.15.2.1.6 Day Services, Adult;
- 13.15.2.1.7 Day Services, Child (afterschool & summer); and
- 13.15.2.1.8 Transportation Services .

13.15.3 In-Home Services

13.15.3.1 In-home services are intended to support Members to maximize their independence within their home. These services support Members with needed personal care activities, medical and behavioral interventions, housekeeping and maintenance activities, shopping, cooking, obtaining medication, and sustainable Natural Supports. These services are provided within the home or community. In-home services include:

- 13.15.3.1.1 Attendant Care;
- 13.15.3.1.2 Homemaker;
- 13.15.3.1.3 Respite; and

- 13.15.3.1.4 Habilitation, Hourly Support.
- 13.15.4 Residential Services
  - 13.15.4.1 Residential services provide support to Members who have moved out of their own home or family home. These services are offered in a variety of integrated settings and provide Members with options for choosing their residence and with whom to live. Residential services have available twenty-four (24) hour support, though not all Members require this level of support.
    - 13.15.4.1.1 Habilitation, Supported Living;
    - 13.15.4.1.2 Habilitation, Group Home;
    - 13.15.4.1.3 Habilitation, Behavioral-Supported Group Home;
    - 13.15.4.1.4 Habilitation, Nursing Supported Group Home;
    - 13.15.4.1.5 Vendor Supported Developmental Home (child & adult);
    - 13.15.4.1.6 Room and Board All Group Homes; and
    - 13.15.4.1.7 Room and Board Vendor Supported Developmental Home (child & adult).
  - 13.15.5 Specialized Services
    - 13.15.5.1 Specialized services support Members with their unique needs for therapies and health support. These include therapies to support Members to maximize their independence in speech, language, occupational, physical, respiratory, and music activities, and to provide skilled nursing support to Members who require this level of support.
      - 13.15.5.1.1 Nursing;
      - 13.15.5.1.2 Home Health Aid;
      - 13.15.5.1.3 Licensed Health Aid;
      - 13.15.5.1.4 Respiratory Therapy;
      - 13.15.5.1.5 Occupational Therapy;
      - 13.15.5.1.6 Physical Therapy;
      - 13.15.5.1.7 Speech Therapy; and
      - 13.15.5.1.8 **Habilitation**, Music ~~Therapy~~.
- 13.16 Training
  - 13.16.1 DSP Training
    - 13.16.1.1 The Qualified Vendor Shall ensure that all DSPs, including those who are a relative of the Member, comply with the following standards and requirements before providing direct services alone with Members, except that (i) Personnel May work unsupervised for up to ninety (90) Days following their date of hire, if the only remaining training to be completed is the AHCCCS Direct Care Worker Training program for Attendant Care

services; and (ii) Personnel May work with on-site supervision by an employee or subcontractor of the Qualified Vendor for up to ninety (90) Days following their date of hire while the training described below is in progress. The following training Shall be completed no later than ninety (90) Days from the Personnel member's date of hire with the agency:

- 13.16.1.2 Cardiopulmonary Resuscitation (CPR) and First Aid.
- 13.16.1.2.1 Training in CPR and First Aid Shall be provided or sponsored by a Nationally recognized organization.
- 13.16.1.2.2 Skill demonstrations Shall be in person for the participant to demonstrate learned skills such as chest compressions, and first aid skills. Web-based training without the inclusion of on-site return demonstration of skills is not acceptable.
- 13.16.1.2.3 The DSP Shall obtain and maintain certification in CPR and First Aid.
- 13.16.1.3 Article 9, Managing Inappropriate Behaviors **and Prevention and Support.** ~~(A.A.C.R6-6-906(A)(G))~~
- 13.16.1.3.1 **The Qualified Vendor Shall ensure that all verified instructors whether employees or subcontractors have attested that they will adhere to the Division's Training and Testing Guidelines.** ~~Provided by instructors certified by the Division. Article 9 training Shall follow the Division's training and testing guidelines provided to all Article 9 certified instructors.~~
- 13.16.1.4 **The Qualified Vendor Shall utilize a verified instructor listed on the Division's website.** ~~Prevention and Support~~
- ~~13.16.1.4.1 As indicated in the Member's Planning Document, Shall be provided by an instructor certified by the Division.~~
- 13.16.1.5 Qualified Vendors Shall also make efforts to train or assist providers and Subcontractors with how to provide Culturally Competent and Family-Centered services to ensure services are provided in a culturally competent manner.
- 13.16.1.6 The specific needs of the Member served and the operations of the Qualified Vendor's program, including:
  - 13.16.1.6.1 Orientation to the Member, including identifying support needs, health and behavioral needs, education, vocation, socioeconomic status, cultural and linguistic backgrounds, Planning Document, and all relevant plans;
  - 13.16.1.6.2 The mission and vision of the Qualified Vendor;
  - 13.16.1.6.3 Policies and procedures of the Qualified Vendor;
  - 13.16.1.6.4 The Qualified Vendors' Quality Management Plan, Workforce Development Plan, Business Continuity Plan, and Pandemic Performance Plan for relevant Personnel;
  - 13.16.1.6.5 Additional skills needed to address the special or extraordinary needs of the Member as required by the Member's Planning Document;

- 13.16.1.6.6 Any additional training required in the provision of the service indicated in A.A.C. R6-6-1520 through R6-6-1533, A.A.C. R6-6-808, R6-6-1005, and A.A.C. R-6-1105; and
- 13.16.1.6.7 Any additional training required by the Division as outlined in Division Policy.
- 13.16.2 All training completed by direct service Personnel Shall be documented in the direct service Personnel's personnel record and be made available upon request, and within ten (10) business days, by the Division.
- 13.16.3 The Qualified Vendor Shall encourage participation of Members and Responsible Persons in training to the extent possible.
- 13.16.4 The Qualified Vendor Shall make all training curricula available upon the request of the Division.
- 13.17 Transportation
- 13.17.1 When transportation of the Member is provided as a service or is part of the service delivery:
  - 13.17.1.1 The vehicle in which transportation is provided Shall have valid vehicle registration and license plates and, at a minimum, the level of liability insurance required by the State of Arizona's Department of Administration, Risk Management Division.
  - 13.17.1.2 The vehicle Shall be maintained in a safe, working order, and Shall be equipped with a working heating and air conditioning system and a first aid kit.
  - 13.17.1.3 The vehicle Shall be constructed for the safe transportation of the Members. All seats Shall be fastened to the body of the vehicle and individual(s) properly seated when the vehicle is in operation. The vehicle Shall have operational seat belts installed for safe passenger utilization. Members Shall be securely fastened in restraints appropriate for their needs and as recorded in their plan document.
  - 13.17.1.4 Members with special mobility needs Shall be provided transportation in a vehicle adapted to meet these needs to facilitate adequate access to service.
  - 13.17.1.5 If the vehicle is used to transport Members in wheelchairs, it Shall be equipped with floor-mounted seat belts, shoulder restraints, and wheelchair lockdowns or comparable safety equipment for each wheelchair that it transports.
  - 13.17.1.6 Qualified Vendors transporting a Member while the Member is in their wheelchair Shall have documentation that the worker has completed orientation on appropriate use of the safety equipment being used.
  - 13.17.1.7 Persons providing transportation Shall be a minimum of eighteen (18) years of age and possess and maintain a valid driver license for the type of vehicle operated.

- 13.17.1.8 The Qualified Vendor Shall review driving records of individuals transporting Members as part of service delivery at least annually to ensure driver qualification.
- 13.17.1.9 The Qualified Vendor Shall ensure that its Home and Community-Based Certification includes meeting transportation requirements as outlined in A.A.C. 6-6-1501 *et seq.*
- 13.17.1.10 The Qualified Vendor Shall ensure sufficient Personnel is provided for the health and safety of all Members being transported based on Member needs and documented in the Planning Document, including boarding and off-boarding supervision.
- 13.17.1.11 For the health and safety of each Member, the Qualified Vendor Shall ensure that all methods of transportation allow for emergency communication at any time during the delivery of the service. The method of emergency communication Shall be appropriate to the geographic area. The Qualified Vendor Shall refer to the Division's Policy Manual(s) for guidance on examples of acceptable methods of emergency communication.
- 13.17.1.12 If the Qualified Vendor allows the use of cellular or mapping services while driving, it Shall ensure that each vehicle is equipped with device mounting equipment or remote enabling capability allowing hands-free use.
- 13.18 Vendor Calls and Referrals for Services
- 13.18.1 Vendor Calls
- 13.18.1.1 The Division uses Vendor Calls to connect Members to needed services. Vendor calls are determined based on Member need and through the Division's network development activities. The Division has sole discretion in determining when vendor calls are required. Additional information on vendor calls can be found in the Division's Operations Manual.
- 13.18.1.2 Vendor calls are used to identify Qualified Vendors able to meet the service needs of Members.
- 13.18.1.3 Interested Qualified Vendors Shall respond to a Vendor Call using the Division's Vendor Call system.
- 13.18.1.3.1 To respond, Vendors Shall have qualified Personnel available to provide service as outlined in the Vendor Call.
- 13.18.1.4 The Division will confirm that the Member's needs can be met by the Qualified Vendor before providing the vendor's response to the Member.
- 13.18.2 Referrals for Service
- 13.18.2.1 Under this QVA, Qualified Vendors Shall only accept referrals from the Division, Member, or Responsible Person.
- 13.18.2.2 When a Qualified Vendor receives a referral for services through the Vendor Call or other means, the Qualified Vendor shall:

- 13.18.2.2.1 Assess the referred Member for the service(s) in the referral and ensure that DSPs identified to provide the service have the necessary skills and training as identified in the Member's Planning Document to provide services to the Member.
- 13.18.2.2.2 Inform the Division, Member, or family whether the Qualified Vendor has an interest in serving the Member.
- 13.18.2.2.3 Meet or confer with the Member and their Responsible Person, as applicable, prior to the start of service delivery to obtain necessary information, all required consents, and become oriented with the specific needs of the Member.
- 13.18.2.2.4 Obtain a service authorization from the Division prior to the service start date.
- 13.18.2.3 For emergency needs, the Division will contact the Qualified Vendor and request an immediate response as to whether the provider can appropriately address the emergency needs of the Member.

13.19 Authorization

- 13.19.1 Service authorizations, including units of service, are set by the Division. Changes in authorizations and/or units do not require a Qualified Vendor Amendment to the QVA.
- 13.19.2 Prior authorization is required for all services before service delivery. The Qualified Vendor is responsible for verifying that service is authorized in the Division's authorization system prior to providing the service.
- 13.19.3 Authorization is specific to a Member and service setting and is not transferable to other Members or other service settings.
- 13.19.4 Prior to making any changes to units of service and/or a change in the service setting, the Qualified Vendor Shall obtain authorization from the Division. The Qualified Vendor Shall not bill for services in excess of either the daily amount or aggregate amounts authorized by the Division.
- 13.19.5 For Members authorized to receive hourly in-home services, the Member and their Responsible Person May request a change in specific worker at any time from the Qualified Vendor. If the Qualified Vendor, prior to the next scheduled service delivery date, fails to provide an alternative in-home worker that can meet the Member's needs, the Member or their Responsible Person May request from the Division a change of Qualified Vendor.

14 **Member Planning, Collaboration, and Communication**

14.1 Planning Document

- 14.1.1 As part of the Member's planning process, the Qualified Vendor shall, as appropriate, assist the Member's Planning Team in developing the Member's Planning Document and facilitating its implementation.
- 14.1.2 Qualified Vendors Shall assist in developing the Planning Document, including:
  - 14.1.2.1 Contributing to the development of individualized, time-limited Outcomes based on the Member's Responsible Person's vision for the future and the Member's assessed needs;
  - 14.1.2.2 Developing specific teaching strategies for each habilitation Outcome within specified timelines after the start of service, when a service Outcome has been revised, and when the Member has chosen a new Outcome.
    - 14.1.2.2.1 The specific teaching strategy for each outcome Shall identify the schedule for implementation, frequency of services, data collection methods, and the steps to be followed to teach the new skill; and
    - 14.1.2.3 Contributing to changing specific Outcome(s) and/or developing new strategies when agreed upon by the Planning Team to support continued measurable progress toward the outcome.

- 14.1.3 The Qualified Vendor Shall ensure that teaching strategies are implemented.
- 14.1.4 The Qualified Vendor Shall actively participate in the Member’s Planning Team meetings for services for which they are authorized.
- 14.2 Coordination with other Qualified Vendors and entities
- 14.2.1 Members May receive services from multiple Qualified Vendors or services and support provided from other entities.
- 14.2.2 Qualified Vendors Shall collaborate and coordinate, to the extent desired by the Member, with other Qualified Vendors and entities to maximize Outcomes for Members. This May include collaboration with DSPs who provide other services to the Member, health care providers, schools, vocational rehabilitation, and community services that the Member accesses.
- 14.2.3 Coordination May involve complying with plans or programs developed by other entities, such as plans of care.
- 14.2.4 Coordination May also involve sharing information about the Member, subject to applicable confidentiality laws.
- 14.3 Communication with Members and their families
- 14.3.1 Members and the responsible person, as applicable, May request information from the Qualified Vendor related to service delivery. When possible, and subject to applicable confidentiality laws, Qualified Vendors Shall fulfill requests.
- 14.3.2 Qualified Vendors Shall make available all policies and procedures related to Member communication upon request.
- 14.3.3 Qualified Vendors Shall develop a strategy for communicating with Responsible Person(s) about service delivery based upon Member’s preferences for receiving information.
- 14.3.3.1 Qualified Vendors Shall have systems in place to support Members with Limited English Proficiency and communicate effectively with the Member and the Member’s Responsible Person, using the primary language that the Member and their Responsible Person use (e.g., American Sign Language, Communication Access Real-Time, or Spanish).
- 14.3.3.2 A Qualified Vendor Shall meet the language needs of Members with Limited English Proficiency by including one or more of the following:
  - 14.3.3.2.1 Using alternative communication strategies (e.g., augmentative communication device, Communication Access Real-Time).
  - 14.3.3.2.2 Utilizing a qualified interpreter or translator.
  - 14.3.3.2.3 Utilizing a licensed interpreter for the Deaf and the Hard of Hearing for Members who need these services.
    - 14.3.3.2.3.1 Using auxiliary aids.

- 14.3.3.2.4 Have adequate personnel who speak or use languages other than English in order to meet the needs of members.
- 14.3.3.3 The Qualified Vendor Shall comply with all applicable requirements of State and federal law including Title VI of the Civil Rights Act of 1964, as amended, 42 U.S.C. § 2000d, *et seq.*, (Title VI) prohibits discrimination on the basis of race, color, or national origin in any program or activity that receives Federal funds or other Federal financial assistance.
- 14.3.3.4 Failing to take reasonable steps to ensure meaningful access to Medicaid services for Persons with LEP is a form of national origin discrimination prohibited by Title VI.

- 14.4 Managing Member Property/Funds
- 14.4.1 The Qualified Vendor providing residential services Shall ensure that a log of the Member's Personal belongings is maintained and continually updated, and available to the Division, the Member, and the Member's Responsible Person upon request.
- 14.4.2 The Qualified Vendor Shall account for Member funds as outlined in the Division's Policy Manual(s). Funds May only be expended in accordance with the Member's choices. Qualified Vendors Shall provide a ledger and documentation to the Responsible Person upon request.
- 14.5 Confidentiality
- 14.5.1 Qualified Vendors Shall protect the confidentiality of Members as required by law.
- 14.5.2 Qualified Vendors Shall comply with all applicable HIPAA and confidentiality laws, the Business Associate Agreement, and other applicable laws.
- 15 **Applicable Rules and Policies**
- 15.1 The Qualified Vendor Shall comply with all applicable Federal and State laws and AHCCCS, Department, and Division Policy. The Qualified Vendor Shall also comply with any subsequent revisions, amendments, and versions of the RFQVA, unless the Division has issued an exception to such compliance. All licenses, permits, registrations, certifications, and other requirements required by such policies Shall be maintained in good standing throughout the term of this QVA. It is incumbent upon Qualified Vendors to understand and adhere to the policies that guide service delivery include:
  - 15.1.1 Arizona Revised Statutes
  - 15.1.2 Arizona Administrative Code
  - 15.1.3 AHCCCS Medical Policy Manual(s)
  - 15.1.4 The Division's Policy Manual(s); and
  - 15.1.5 Rate Book

**PART 6**

**EXHIBITS A THROUGH CC**

This part includes all of the exhibits required in the performance of this RFQVA.

**PART 6, EXHIBIT A**  
**PATHWAYS TO EMPLOYMENT**

**Service Description, Outcomes, and Goals**

Service Description

Pathways to Employment is designed for members with all skill levels and abilities to access employment options in such a way that takes into account the Member's preferences and goals, and supports them to obtain Competitive Integrated Employment. Options available in this service will help the Member learn the skills necessary to increase the likelihood of employment, including:

- Determining their interests in being competitively employed,
- Providing experiences and employment opportunities,
- Identifying the types of jobs the Member might be interested in or excel at,
- Participating in work exploration to make an informed decision regarding interests/preferences and to understand skills needed to secure preferred jobs,
- Achieving planning Outcomes or vision for employment and revising as needed,
- Participating in work activities that support the Member on their pathway to employment, and
- Providing flexible support as needed while the Member experiments with employment.

Members should be encouraged to find employment and meaningful careers. Consistent with Employment First!, the Department expects Members to consider Competitive Integrated Employment as the first option for day services. This service is designed for Members with all skill levels and abilities to access service and employment options in such a way that meets the Member's preferences, goals, and needs for employment.

Options available as part of the Pathways to Employment service are designed to be customizable, individualized, flexible, and person-centered so that each Member can develop their own pathway to employment based on their Outcomes in their Planning Document.

Outcomes

1. Members using this service gain skills and explore interests to obtain meaningful, Competitive Integrated Employment based on their abilities, interests, and personal goals regardless of their journey along the employment pathway.

Goals to support Members in accordance with their Planning Document and vision for employment:

1. To receive instruction, and to develop abilities, skills, and behaviors that will enable them to realize their employment aspirations most fully;
2. To assess and explore their interests and aptitudes for work, and work possibilities;

3. To assess and experiment with different job types including opportunities for unpaid work exploration and job shadowing so that a good employment match can be made.

### Objectives

The Qualified Vendor Shall ensure that the following objectives are met:

1. Identify and respect the Member's cultural, racial, ethnic, linguistic, identified gender, sexual orientation, and religious or spiritual needs. The Member will receive support aligned with these needs (e.g., work schedules that permit Members to express their religion or religious values, training about sexual harassment or discrimination).
2. Provide services according to the Member's preferences and needs, that recognize their strengths and promote their independence.
3. Provide support appropriate for the Member's age and aligned with typical life experiences. This May include connecting the Member to a job that is appropriate for their age (e.g., summer jobs for youth, jobs that support transition into retirement) and their employment expectations (e.g., compensation, work culture, work schedules that promote parenting or other caregiving duties, work environments that allow for developing friendships with co-workers), and considers location (e.g., preference, convenience, available transportation).
4. In accordance with their Planning Document, support the Member in the following components of this service:
  - a. Employment Skill Development - This is a flexible time-limited service focused on supporting the Member to gain skills necessary for employment. Qualified Vendors provide instruction to Members that is approved by the Department.
    - i. The plan of instruction focuses on critical employment-related skill areas that may include, but are not limited, to:
      1. Supporting the Member to understand their disability and accommodations they may need for employment;
      2. Assessing learning style;
      3. Identifying strengths, likes, dislikes, and interests;
      4. Learning about careers of interest and the related requirements;
      5. Creating a resume;
      6. Applying for a job;
      7. Enhancing self-determination;
      8. Developing community safety skills;
      9. Developing positive work behaviors;
      10. Dressing for success;

11. Following the rules;
  12. Getting along with your supervisor;
  13. Getting along with your co-workers;
  14. Responding to and resolving conflict at work;
  15. Getting to work;
  16. Receiving and using your paycheck; and
  17. Understanding the impact of income on disability benefits.
- ii. The Qualified Vendor will document the Member’s progress toward their goals and identify strategies to support the Member to develop the identified employment skills in a timely manner.
  - iii. Once the service component is complete, the Member will be supported in the next steps for their employment as identified by the Planning Team or in the Planning Document.
- b. Assessment Exploring Job Possibilities and Skills - This is a time-limited service designed to assess Members and help them make an informed decision as to if and where they want to pursue Competitive Integrated Employment. The Member receives observation and assessment of their interpersonal skills, work habits, vocational skills while member is participating in practical experiential, community integrated volunteer experiences, and/or paid individualized, integrated work experiences that are uniquely arranged and specifically related to the interests, preferences and transferable skills of the job seeker as established through exploration or a similar process. This service will help to determine the Member’s aptitudes and interests for employment, when Members are interested in Competitive Integrated Employment or self-employment, but require more information about:
- i. Strongest employment interests, including the industry or type of work the Member is interested in;
  - ii. Skills, strengths, and other contributions likely to be valuable to employers or valuable to the community if offered through self-employment; and
  - iii. Conditions necessary for successful employment or self-employment.
  - iv. This component supports Members with the following activities:
    1. Activities to identify a Member’s specific interests and aptitudes for paid work, including experience and skills transferable to Competitive Integrated Employment or self-employment.
    2. Exploration of individualized Competitive Integrated Employment or self-employment opportunities in the local

area that are specifically related to the Members' identified interests, aptitudes, experiences, and skills most transferable to employment, and achieved through three or more uniquely arranged business tours, informational interviews, or job shadows.

3. Observation of Member in familiar places and activities, interviews with family, friends, and others who know the Member well, observation of the Member in an unfamiliar place and activity, identification of the Member's strong interests and existing strengths and skills that are transferable to Competitive Integrated Employment or self-employment.
  4. A comparison of the actual performance of the Member being assessed with core job competencies and duties required of a skilled worker to further determine the competencies and skills needed by the Member to be successful in environments similar to where the experience is taking place.
  5. Identification of conditions for success based on experience shared by the Member and others who know the Member well, and observation of the Member during this process.
  6. This assessment is used to provide the Member and their team with practical considerations and areas for improvement to support the Member to gain entry into employment. This assessment May also be used to determine support levels needed for employment and to inform an individual plan for employment.
  7. The assessment is provided to the Member and their Planning Team so that the next step can be identified.
- v. The Qualified Vendor will report on the progress with input from the Member that can be shared with the Planning Team to help determine next steps and submit with progress reports as referenced in the Division's Policy Manual(s).
5. Support the Member with activities that they, and their Responsible Person, if applicable, have decided they need help with or that are documented in their Planning Document, such as:
    - a. Offering specific teaching strategies to achieve identified Outcomes;
    - b. Providing for personal care needs;
    - c. Providing general supervision;
    - d. Providing transportation necessary to support service components (e.g., to visit job sites);

- e. Participating with the Member's Planning Team in making a recommendation for referral to Vocational Rehabilitation for a progressive move to competitive employment;
  - f. Participating with the Member's Planning Team in making a recommendation for a progressive move to Competitive Integrated Employment; and
  - g. Providing the Member support during the Rehabilitation Services/Vocational Rehabilitation process, including provision of relevant referral information, participation with the Member during the development of their Individual Plan for Employment, and other contacts as needed to support the outcome of Competitive Integrated Employment job placement.
6. Refer any identified issues or concerns related to the person's living situation, home and community-based services, health care providers, school services, and other community-based resources to the Support Coordinator in order to coordinate services to best meet the Member's needs.
  7. Identify and refer to the Support Coordinator issues that require social intervention (e.g., food insecurity, unsafe housing, needed interventions or medical care, neglect, abuse).

#### **Service Requirements and Limitations**

1. This service Shall only be provided:
  - a. To Members who have employment-related Outcomes identified in their Planning Document;
  - b. For a maximum of four (4) hours a day for Members in high school while school is in session and for up to eight (8) hours a day when school is not in session (i.e., summers and holidays); and
  - c. In a setting owned or leased by the Qualified Vendor and in community settings.
2. This service Shall not be provided:
  - a. In a Group Home, Nursing Supported Group Home, Behavioral-supported group home, or a Developmental home;
  - b. When the Member is hospitalized;
  - c. To Members living in skilled nursing facilities, non-state operated Intermediate Care Facilities (ICFs), or Level I and Level II behavioral health facilities; or
  - d. In a ratio exceeding one (1) DSP to four (4) Members (1:4). It is anticipated that all Members receiving the service may need intermittent one-to-one (1:1) assistance/supervision to meet individual needs.

3. If the service setting is co-located in a service setting which also provides other services, DSPs delivering Pathways to Employment services, Shall not concurrently deliver any other services.
4. This service May, or May not, include paid work.
5. The Member's progress in this service will be reviewed by the Department's District Employment Services Specialist for consideration for continued enrollment in the service beyond two (2) years. Continued enrollment beyond two (2) years requires the approval of the Department's **Network Operations Administrator**~~District Program Manager~~ or designee.
6. Members who use this service, Shallat their annual planning meeting, or upon completion of each component, assess with their Support Coordinator whether:
  - a. The service is still applicable for the Member, meeting their needs, and advancing their employment Outcomes and vision for employment;
  - b. The Member's employment needs could be better supported, or additionally coordinated, through other programs, such as school or with a referral to Vocational Rehabilitation for employment services;
  - c. The Member's needs could be met in other ways, such as through Natural Supports, independent volunteer experiences, technology, or adaptive equipment; and whether
  - d. The Member Should participate in other employment services to further advance their vision for employment.
7. Qualified Vendors Shall comply with monitoring activities as directed in the Provider Policy Manual(s), including collaboration and cooperation with the Division for all monitoring activities.

### **Personnel or Qualified Vendor Training and Qualifications**

1. DSPs delivering this service must comply with all training requirements specified in the Qualified Vendor Agreement (QVA) Part 5 and in the Division's Policy Manual(s).
2. The Qualified Vendor Shall ensure that DSPs are trained in developing and teaching the employment-related skills identified in the Objectives section . Personnel Shall have knowledge of:
  - a. Effective transition to employment practices;
  - b. Career and vocational assessment approaches;
  - c. Approaches for identifying vocational interests and preferences;
  - d. Job seeking and job retention skills identified by employers as essential for employment;
  - e. Methods for providing work-based skill development;
  - f. Linking training and instruction to employment-related Outcomes; and

- g. Strategies for increasing knowledge of the Member and the Member's Responsible Person about transition to employment, including impact on the Member's receipt of State and federal benefits.
3. The Qualified Vendor and appropriate Personnel Shall attend administrative meetings, orientation, and various training required by the Department.
4. The Qualified Vendor Shall maintain Records documenting training for all DSPs and make training and Records available upon request, and within ten (10) Business Days, by the Department.

**Rate Basis**

1. The Qualified Vendor Shall bill according to the Division's Policy Manual(s), Billing Manual, and Rate Book.

**PART 6, EXHIBIT B**

**CENTER-BASED EMPLOYMENT**

**Service Description, Outcomes, and Goals**

Service Description

This service provides a structured employment environment to support Members who choose to receive employment services that offer intensive supervision and support for paid work in a work center or in the community. This service provides a healthy, safe, and highly structured work environment to support Members to develop employment skills and refine their career focus. All Members using this service are paid by the Qualified Vendor or employer for work performed in accordance with State and Federal law.

Center-Based Employment:

- Introduces Members to work environments, including integrated work environments;
- Supports Members to acquire knowledge, skills, and experiences that facilitate career development; and
- Supports Members to develop skills and behaviors that help them achieve their employment goals.

Members who participate in Center-Based Employment Should increasingly need fewer and less intensive support to complete their work and Should transition to other employment services when they choose or Shall be referred for Vocational Rehabilitation services.

Outcomes

1. Members using this service develop employment skills needed to obtain meaningful, competitive employment based on their abilities, interests, and personal goals.

Goals

1. To support Members, in accordance with their Planning Document and vision for employment to:
  - a. Participate in productive and paid work.
  - b. Acquire knowledge, skills, and experiences that facilitate career development including transition to Competitive Integrated Employment or self-employment.
  - c. Receive education or training and to develop abilities, skills, and behaviors that will enable them to realize their employment aspirations most fully.

Objectives

The Qualified Vendor Shall ensure that the following objectives are met:

1. Identify and respect the Member's cultural, racial, ethnic, linguistic, identified gender, sexual orientation, and religious or spiritual needs. The Member will receive support aligned with these needs (e.g., work schedules that permit Members to express their religion or religious values, training about sexual harassment or discrimination).
2. Provide services according to the Member's preferences and needs, that recognize their strengths and promote their independence.
3. Provide support appropriate for the Member's age and aligned with typical life experiences. This May include connecting the Member to a job that is appropriate for their age (e.g., summer jobs for youth, jobs that support transition into retirement) and their employment expectations (e.g., compensation, work culture, work schedules that promote parenting or other caregiving duties, work environments that allow for developing friendships with co-workers), and considers location (e.g., preference, convenience, available transportation).
4. Support the Member with activities that they, and their Responsible Person, if applicable, have decided they need help with or that are documented in their Planning Document, such as:
  - a. Providing Members with the opportunity to explore, observe, or participate in a variety of work opportunities, including integrated work environments to evaluate appropriateness for progressive moves;
  - b. Ensuring that the Member has the opportunity to participate in productive and meaningful work;
  - c. Ensuring that the job is aligned with the Member's capacities and interests;
  - d. Providing orientation, training, and skill development to Members, along with teaching general work skills;
  - e. Orienting Members to health and safety aspects and requirements of their work;
  - f. Providing ongoing training and education as needed to support the Member's independence in their work;
  - g. Assisting Members in learning new skills necessary to advance their employment interests;
  - h. Providing ongoing monitoring of the performance and general job-related skills of Members to identify both strengths and barriers to maintain and advance employment;
  - i. Providing onsite supervision and support in alignment with Member needs and preferences, including supporting Members to interact with co-workers in a positive and professional manner and to socialize with co-workers, as is common in the culture of their workplace, by offering direct support or minimizing support to allow for socialization opportunities during breaks and other appropriate non-work time;

- j. Maintaining ongoing assessments of strengths, areas for improvement, and overall job performance;
  - k. Assisting the Member in resolving work issues as well as any personal issues that interfere with their ability to engage in work;
  - l. Consulting with each Member's Planning Team to identify strengths and barriers to success progressive movement toward integrated or Competitive Integrated Employment;
  - m. Developing and implementing strategies to capitalize on the Member's strengths and remove or minimize barriers in order to support a progressive employment move;
  - n. Providing for the Member's personal care needs; and
  - o. Providing general supervision.
  - p. Facilitating members of the general community to visit the setting and provide instruction on how to prepare for and be successful in the workplace (e.g., preparing for an interview, hygiene in the workplace, the use of natural supports, etc.)
5. Refer any identified issues and concerns related to the Member's living situation, home and community-based services, health care providers, school services, and other community-based resources to the Support Coordinator in order to coordinate services to best meet the Member's needs.
  6. Identify and refer to the Support Coordinator issues that require social intervention (e.g., food insecurity, unsafe housing, needed interventions or medical care, neglect, abuse).
  7. Refer Members at their request for a progressive move into integrated employment or Competitive Integrated Employment.
  8. Provide rights information and resources in a location that anyone can access at any time for reference or in the event they feel their rights are being violated.

### **Service Requirements and Limitations**

1. This service Shall:
  - a. Only be provided to Members who have employment-related Outcomes identified in their Planning Document;
  - b. Only be provided to Members twenty-two (22) years of age or older, unless otherwise approved by the District Program Manager or designee;
  - c. Be provided in a work environment; and
  - d. Primarily engage Center-Based Employment program participants in work and work-related activities.
  - e. Be provided in accordance with Section 3 of the Standard Terms and Conditions, 8.4 Limited English Proficiency.
2. This service Shall not be provided:

- a. For more than eight (8) hours per day;
  - b. In a Group Home, Nursing Supported Group Home, Behavioral-Supported Group Home, or a Developmental Home;
  - c. In the same room at the same time as a Day Treatment and Training service; and
  - d. At not less than an average ratio of one (1) DSP to six (6) Members (1:6). The work center Shall provide sufficient DSPs to support Members in accordance with their collective Planning Documents.
3. A Member beginning this service after March 17, 2023, Shall not be authorized for this service for more than one (1) year without the prior approval of the District Manager/Designee:
- a. Members who have started Center-Based Employment prior to March 17, 2023, are exempt from having an employment Outcome in their Planning Document and May continue Center-Based Employment for more than one (1) year so long as the service is reviewed at least annually.
4. Members who use this service Shall at their annual planning meeting assess with their Support Coordinator whether:
- a. The service is still applicable for the Member, meeting the Member's needs, and advancing the Member's employment Outcomes or vision for employment;
  - b. The Member's employment needs could be better supported, or additionally coordinated, through other programs, such as school or with a referral to vocational rehabilitation for employment services;
  - c. The Member's needs could be met in other ways, such as through Natural Supports, independent volunteer experiences, technology, or adaptive equipment; or
  - d. The Member could participate in other employment services to further advance their vision for employment.
5. Any change in the type of employment services a Member receives Shall have the consent of the Member's Planning Team and the **Network Operations Administrator** ~~District Program Manager~~ or Designee and have a current authorization prior to a change in service type. This also applies to moves to Day Treatment and Training services from Center-Based Employment services. The failure of the Qualified Vendor to secure a paid work opportunity is not a sufficient basis for making a move from Center-Based Employment services to Day Treatment and Training.
6. Qualified Vendors Shall cooperate and collaborate with the Department's Qualified Vendors Shall comply with monitoring activities as directed in the Provider Policy Manual(s), including collaboration and cooperation with the Division for all monitoring activities. .

### **Personnel or Qualified Vendor Training and Qualifications**

1. DSPs delivering this service comply with all minimal training requirements specified in the QVA Part 5 and in the Division's Policy Manual(s).
2. The Qualified Vendor Shall ensure that DSPs are trained in developing and teaching meaningful employment-related activities (e.g., dressing for the job, punctuality, supervisory relationships, peer relationships, job interviewing, and work etiquette) for the Members they support to obtain and maintain employment.
3. The Qualified Vendor and/or appropriate Personnel will attend administrative meetings, orientation, and various training required by the Department.
4. The Qualified Vendor Shall maintain Records documenting training for all direct service Personnel and make training and Records available upon request, and within ten (10) Business Days, by the Department.

**Rate Basis**

1. The Qualified Vendor Shall bill according to the Division's Policy Manual(s), Billing Manual, and Rate Book.
2. The Department has established a separate rate for this service when the service is delivered in a program located in the designated low-density zip code area. The low-density rate has a premium over the standard rate for this service. The Qualified Vendor Shall bill the Department the low-density rate only after it receives authorization from the District Program Manager/Designee.

**PART 6, EXHIBIT C**

**GROUP SUPPORTED EMPLOYMENT**

**Service Description, Outcomes, and Goals**

Service Description

This service provides employment and training activities to support a successful transition to Competitive Integrated Employment or to self-employment to Members in small groups of up to four (4) Members.

Members are employed in integrated businesses and industries in the community where Members interact with people with and without disabilities. Group Supported Employment may include mobile crews, small enclaves, and other small groups participating in Community Integrated Employment. All Members in the group are paid by the Qualified Vendor or employer for work performed in accordance with State and Federal law and Shall at least receive minimum wage for their work.

Outcomes

1. Members using this service gain employment skills needed to obtain meaningful, competitive employment based on their abilities, interests, and personal goals.

Goals

1. To support Members, in accordance with their Planning Document and vision for employment to:
  - a. Participate in gainful, productive, and paid work.
  - b. Work in an environment that allows for maximum interaction among diverse populations.
  - c. Acquire knowledge, skills, and experiences that facilitate career development and transition to Competitive Integrated Employment or self-employment, or that supplements part-time employment or self-employment.

Objectives

The Qualified Vendor Shall ensure that the following objectives are met:

1. Identify and respect the Member's cultural, racial, ethnic, linguistic, identified gender, sexual orientation, and religious or spiritual needs. The Member will receive support aligned with these needs (e.g., work schedules that permit Members to express their religion or religious values, training about sexual harassment or discrimination).
2. Provide services according to the Member's preferences and needs that recognize their strengths and promote their independence.
3. Provide support appropriate for the Member's age and aligned with typical life experiences. This May include connecting the Member to a job that is appropriate for their age (e.g., summer jobs for youth, jobs that support transition into retirement) and their employment expectations (e.g., compensation, work

culture, work schedules that promote parenting or other caregiving duties, work environments that allow for developing friendships with co-workers), and considers location (e.g., preference, convivence, available transportation).

4. Support the Member with activities that they, and their Responsible Person, if applicable, have decided they need help with or that are documented in their Planning Document, such as:
  - a. Ensuring that the Member has the opportunity to participate in gainful, productive, and meaningful work;
  - b. Ensuring that the job is aligned with Member's abilities and interests;
  - c. Providing orientation training and skill development to Members, in addition to those provided by their employers, to support a strong transition into work;
  - d. Orienting Members to health and safety aspects and requirements of their work;
  - e. Providing ongoing training and education as needed to support Members' independence in their work;
  - f. Assisting Members in learning new skills necessary for maintenance or advancement in their employment setting;
  - g. Identifying and referring for ongoing supports needed to assist Members in maintaining and advancing in employment, including technology;
  - h. Providing ongoing monitoring of the performance and general job-related skills of Members to identify both strengths and barriers to maintain and advance employment;
  - i. Providing onsite supervision and support in alignment with Member needs and preferences, including supporting Members to interact with co-workers in a positive and professional manner and socialize with co-workers, as is common in the culture of their workplace, by offering direct support or minimizing support to allow for socialization opportunities during breaks and other appropriate non-work time;
  - j. Maintain ongoing communication with Member's employers to assess strengths, areas for improvement, and overall job performance;
  - k. Assisting the Member in resolving work issues as well as any personal issues that interfere with their ability to engage in work;
  - l. Providing intervention and Technical Assistance to an employer as needed to support the success of the Member;
  - m. Consulting with each Member's Planning Team to identify strengths and barriers to successful progressive move into Competitive Integrated Employment;

- n. Developing support strategies with the presumption that all Members can work in Competitive Integrated Employment with proper training and support;
  - o. Developing and implementing strategies to capitalize on strengths and remove or minimize barriers;
  - p. Providing transportation within the Member's scheduled workday from worksite to worksite; and
  - q. Providing behavioral support, such as:
    - i. Shadowing the Member to assist him/her in maintaining positive workplace behaviors;
    - ii. Providing behavioral support as needed by assisting in resolving inappropriate workplace behaviors;
    - iii. Assisting the Member in resolving any life/personal concerns that May interfere with job performance; and
    - iv. Communicating support needs with all appropriate Persons or informing the Support Coordinator when the Member needs additional self-care/behavioral/medical support.
5. Refer any identified issues or concerns related to the Member's living situation, home and community-based services, health care providers, school services, or other community-based resources to the Support Coordinator in order to coordinate services to best meet the Member's needs.
6. Identify and refer to the Support Coordinator issues that require social intervention (e.g., food insecurity, unsafe housing, needed interventions or medical care, neglect, abuse).
7. Refer Members at their request for a progressive move into integrated or Competitive Integrated Employment.

### **Service Requirements and Limitations**

- 1. This service Shall only be provided:
  - a. To Members eighteen (18) years of age or older, unless otherwise approved by the **Network Operations Administrator** ~~District Program Manager/Designee~~.
- 2. This service Shall not be provided:
  - a. To fewer than two (2) Members by a single DSP (including Members placed by other funding sources, such as private pay);
  - b. To more than four (4) Members by a single DSP (including Members placed by other funding sources, such as private pay); and
  - c. To no more than one (1) group co-located in a service provider controlled or operated setting without prior approval from the Department's **Network Operations Administrator** ~~District Program Manager/Designee~~.

3. A DSP employed by the Qualified Vendor Shall be onsite at the job site with the Member(s) at all times.
4. This service Shall be designed to promote integration with people in the community workforce and provide paid work. This service shall:
  - a. Be provided in integrated community work settings where people typically work and where Members interact with people without disabilities, other than DSPs providing support to the Member, to the same extent as people without disabilities. Such settings May include: a community business, Qualified Vendor owned or leased facilities that are used primarily to serve the public and employ Members (e.g., retail stores, restaurants) or that also employ people from the community who are not Members, and mobile work crews (e.g., landscaping, manufacturing, custodial work) when Members are employed according to the norm for that industry. These work settings shall not be be Qualified Vendor owned, leased, or operated facilitates that do not employ people from the community who are not Members or that do not serve the public, and
  - b. Be provided to Members who have competitive paid employment. Members participating in this service Shall be compensated according to State and Federal standards.
    - i. Members entering Group Supported Employment after **January 1, 2025** ~~March 1, 2024~~, Shall receive at least minimum wage for their work. Members who are receiving sub-minimum wage in Group Supported Employment before **January 1, 2025** ~~March 1, 2024~~, Shall have to plan that will allow them to progress towards earning at least minimum wage.
    - ii. Qualified Vendors Shall adhere to the Fair Labor Standards Act and the Workforce Innovation and Opportunity Act. Qualified Vendors who deliver Group Supported Employment Shall support Members in identifying and pursuing opportunities that will move the Member into Competitive Integrated Employment.
5. Qualified Vendors who deliver Group Supported Employment Shall support Members in identifying and pursuing opportunities that will move the Member into competitive integrated employment. The Qualified Vendors Shall provide recommendations to the Planning Team to support the Member with identifying and pursuing Competitive Integrated Employment.
6. Qualified Vendors Shall maintain compliance with all applicable State and Federal law.
7. Qualified Vendors Shall comply with monitoring activities as directed in the Provider Policy Manual(s), including collaboration and cooperation with the Division for all monitoring activities.

### **Personnel or Qualified Vendor Training and Qualifications**

1. DSPs delivering this service Shall comply with all minimum training requirements specified in the Qualified Vendor Agreement (QVA) Part 5 and in the Division's Policy Manual(s).
2. The Qualified Vendor Shall ensure that DSPs are trained in developing and teaching meaningful employment-related activities (e.g., dressing for the job, punctuality, supervisory relationships, peer relationships, job interviewing, work etiquette) for the Members they support in the community.
3. The Qualified Vendor and/or appropriate Personnel Shall attend all administrative meetings, orientation, and various training required by the Department.
4. The Qualified Vendor Shall maintain Records documenting training for all DSPs and make training and Records available upon request, and within ten (10) Business Days by the Department.

**Rate Basis**

1. The Qualified Vendor Shall bill according to the Division's Policy Manual(s), Billing Manual, and Rate Book.
2. The Department has established a separate rate for this service when the program is located in the designated low-density zip code area. The low-density rate has a premium over the standard rate for this service. The Qualified Vendor Shall bill the Department the low-density rate only after it receives authorization from the **Network Operations Administrator** ~~District Program Manager/Designee~~.

**PART 6, EXHIBIT D**

**INDIVIDUAL SUPPORTED EMPLOYMENT**

**Service Description, Outcomes, and Goals**

Service Description

A service that supports Members to gain Competitive Integrated Employment or sustainable self-employment by providing job search and job coaching services. Job search provides job development, assistance in matching the individual with Competitive Integrated Employment, or support for finding meaningful self-employment.

Job coaching provides support to help the Member develop the specific on-the-job skills necessary for employment as well as follow-along support to help the Member maintain employment. Job coaching is intended to be tapered to the extent possible to support the Member's independence in their job.

Outcomes

1. Members using this service gain or maintain meaningful, Competitive Integrated Employment based on their abilities, interests, and personal goals.

Goals

1. To support Members, in accordance with their Planning Document and vision for employment to:
  - a. Work in their community.
  - b. Grow in their career.

Service Objectives

The Qualified Vendor Shall ensure that the following objectives are met:

1. Identify and respect the Member's cultural, racial, ethnic, linguistic, identified gender, sexual orientation, and religious or spiritual needs. The Member will receive support aligned with these needs (e.g., work schedules that permit Members to express their religion or religious values, training about sexual harassment or discrimination).
2. Provide services according to the Member's preferences and needs that recognize their strengths and promote their independence.
3. As applicable to the Member's employment, provide support appropriate for the Member's age and aligned with typical life experiences. This May include connecting the Member to a job that is appropriate for their age (e.g., summer jobs for youth, jobs that support transition into retirement) and their employment expectations (e.g., compensation, work culture, work schedules that promote parenting or other caregiving duties, work environments that allow for developing friendships with co-workers), and considers location (e.g., preference, convience, available transportation).
4. In accordance with their Planning Document, support the Member in one or more of the following components of this service:

- a. Job Search - This time-limited component supports Members to find meaningful gainful employment in accordance with their vision for employment.
  - i. This service includes job search activities that:
    1. Are centered on the Member's employment focus and interests;
    2. Include a Job Search Agreement to:
      - a. Identify the employment Outcome, job search strategy, and activities necessary to achieve that outcome; and
      - b. Outline the activities needed to achieve the Outcome along with the amount of time needed to achieve the Outcome.
    3. Assist the Member in preparing for a job search, including creating a job history and/or resume, preparing for interviews, and accompanying the Member on interviews, if needed;
    4. Develop employment opportunities for the Member with local employers and provide education to potential employers about the Member's strengths and skills, as well as proven benefits of hiring people with ID/DD; and
    5. Provide other support necessary to help the Member obtain employment.
  - b. Job Coaching - This component supports Members on the job to ensure that they begin their job with ample support that fades over time as Members become more comfortable and competent in engaging in work activities independently. This component also provides ongoing on-the-job support for Members who are well established in their competitive employment or self-employment and require routine ongoing support. This service includes, but is not limited to, the following employment activities:
    - i. Ensuring that the Member has the opportunity to participate in Competitive Integrated Employment;
    - ii. Ensuring that the job is aligned with the Member's capacities, capabilities, and interests;
    - iii. Providing orientation training and skill development to Members, in addition to those provided by Members' employers, to support a strong transition into work;
    - iv. Orienting Members to health and safety aspects and requirements of their work;

- v. Providing ongoing training and education as needed to support Member's independence in their work;
- vi. Assisting Members in learning new skills necessary for maintenance or advancement in their employment;
- vii. Identifying and referring for ongoing supports needed to assist Members in maintaining and advancing employment;
- viii. Providing ongoing monitoring of the performance and general job-related skills of Members to identify both strengths and barriers to maintain and advance employment;
- ix. Assisting the Member to understand and develop strategies to complete their work independently;
- x. Assisting the Member to identify and make use of Natural Supports on the job;
- xi. Providing safety supports as needed for the Member and educating the Member about staying safe on the job;
- xii. Providing contact and support in adherence with Member needs and preferences, including supporting Members to interact with co-workers in a positive and professional manner and to socialize with co-workers, as is common in the culture of their workplace, by offering direct support or minimizing support to allow for socialization opportunities during breaks and other appropriate non-work time;
- xiii. Maintain ongoing communication with Members' employers to assess strengths, areas for improvement, and overall job performance;
- xiv. Assisting the Member in resolving work issues as well as any personal issues that interfere with their ability to engage in work;
- xv. Providing intervention and Technical Assistance to an employer as needed to support the success of the Member;
- xvi. Providing ongoing onsite supervision and support;
- xvii. Consulting with each Member's Planning Team to identify strengths and barriers to success and progressive movement;
- xviii. Developing and implementing strategies to capitalize on strengths and remove or minimize barriers; and
- xix. Providing behavioral support, such as:
  - 1. Shadowing the Member to assist him/her in maintaining positive workplace behaviors;
  - 2. Providing behavioral support as needed by assisting in resolving inappropriate workplace behaviors;

3. Assisting the Member in resolving any life/personal concerns that May interfere with job performance; and
4. Communicating with all appropriate Persons or referring when the Member needs additional self-care, behavioral, and medical support.
5. Refer any identified issues or concerns related to the Member's living situation, home and community-based services, health care providers, school services, or other community-based resources to the Support Coordinator in order to coordinate services to best meet the Member's needs.
6. Identify and refer to the Support Coordinator issues that require social intervention (e.g., food insecurity, unsafe housing, needed interventions or medical care, neglect, abuse).
7. Cooperate with the Planning Team to develop plans to reduce service, as appropriate, and support Members as they transition to the maximum level of independence in Competitive Integrated Employment.

### **Service Requirements and Limitations**

1. This service Shall be designed to promote community integration with people in the community workforce and provide paid work. This service Shall be:
  - a. Used to search for, or to provide support to, Members to obtain and maintain competitive paid employment;
  - b. Provided in integrated community work settings where people typically work and where Members interact with people without disabilities, other than DSPs providing support to the Member, to the same extent as people without disabilities;
  - c. Provided in a one-to-one (1:1) ratio of Member to Personnel;
  - d. Allowable for Members under eighteen (18) years of age when approved by the **Network Operations Administrator** ~~District Program Manager/Designee~~;
  - e. Allowable for Members who are in school who are seeking to obtain seasonal or temporary employment; and
  - f. When using Job Search, provided individually in accordance with a Job Search Agreement developed on Department forms, between the Qualified Vendor and the Member's Planning Team.
2. Members who use this service Shallat their annual planning meeting assess with their Support Coordinator whether:
  - a. The service is still applicable for the Member, meeting their needs, and advancing their employment Outcomes or vision for employment;
  - b. The Member's employment needs could be better supported, or additionally coordinated, through other programs, such as school or with a referral to vocational rehabilitation for employment services;

- c. The Member's needs could be met in other ways, such as through Natural Supports; technology or adaptive equipment, or through other means;
  - d. The Member Should be referred for other employment services; or
  - e. The Member can maintain employment without the use of this service.
3. Qualified Vendors Shall maintain compliance with all applicable State and Federal law.
  4. Comparable support services Shall not be available to the Member through Vocational Rehabilitation.
  5. Qualified Vendors Shall comply with monitoring activities as directed in the Provider Policy Manual(s), including collaboration and cooperation with the Division for all monitoring activities.

### **Personnel or Qualified Vendor Training and Qualifications**

1. DSPs delivering this service must comply with all minimal training requirements specified in the QVA Part 5 and in the Division's Policy Manual(s).
2. The Qualified Vendor Should consider providing competency-based training through a nationally recognized community of practice such as the Association of Community Rehabilitation Educators (ACRE).
3. The Qualified Vendor Shall ensure that DSPs are trained in developing and teaching meaningful employment-related activities (e.g., dressing for the job, punctuality, supervisory relationships, peer relationships, job interviewing, work etiquette) for the Members they support in the community in order to obtain and maintain employment.
4. The Qualified Vendor and the appropriate Qualified Vendor Personnel Shall attend all administrative meetings, orientation, and various training required by the Department.
5. The Qualified Vendor Shall maintain Records documenting training for all direct service Personnel and make training and Records available upon request, and within ten (10) Business Days, by the Department.

### **Rate Basis**

1. The Qualified Vendor Shall bill according to the Division's Policy Manual(s), Billing Manual, and Rate Book.
2. Basis for Job Search payment for this service is an hourly unit of Qualified Vendor Personnel time spent directly with or on behalf of the Member and verified by the Member.
3. The Department established sub rates for each component of the service that Shall be billed at the proper sub code.

**PART 6, EXHIBIT E**  
**EMPLOYMENT SUPPORT AID**

This service provides members with the one-to-one supports needed for the member to remain in his/her employment. These supports could include one (1) or more of the following three (3) options: personal care services, behavioral supports, and/or follow-along supports needed to maintain stable employment. The actual supports provided will be dependent upon member need; however, it is the Division's expectation that this service will primarily be used to provide on-the-job follow-along supports for members in competitive employment.

**Service Requirements and Limitations**

1. This service may be provided to Division members receiving Group Supported Employment, Individual Supported Employment, or members employed in the community who are not receiving other employment supports and services.
2. This service shall not be provided for a member during the time he or she is receiving a Center-Based Employment service.

**Service Goals and Objectives**

Service Goals

To provide the necessary level of supports to empower the member to attain, maintain or advance in employment.

Service Objectives

The Qualified Vendor shall ensure that the following objectives are met, dependent upon the type of support being provided, per the member's planning document [e.g., Individual Support Plan ("ISP")]:

*Personal Care Services*

Provide assistance to meet the personal care needs of a member who would otherwise be excluded from employment, which may include but is not limited to:

1. Assisting with lavatory use,
2. Assisting at meal times and breaks,
3. Assisting with self-medication or medication reminders, and/or
4. Assisting with ambulation.

**Behavioral Health Services**

To support members with a co-occurring behavioral health diagnosis who would otherwise be excluded from employment. Comparable support services must have been

denied by the relevant Regional Behavioral Health Authority (“RBHA”). It is expected services would fade or be provided only intermittently as the member’s workplace behaviors improve and/or the member stabilizes in his/her workplace performance. Services may include but are not limited to:

1. Shadowing the member in order to assist him/her in maintaining positive behaviors appropriate to the workplace,
2. Providing behavioral support as needed by assisting in resolving behaviors inappropriate for the workplace,
3. Assisting the member in resolving any life/personal concerns that may interfere with job performance, and/or
4. Communicating with all appropriate persons when the member presents any additional medical or social needs during the course of the service delivery in order to refer for or obtain additional needed supports.

### ***Ongoing On-The-Job Supports***

For members employed in the community and not receiving any other employment support services, the Employment Support Aide provides on-the-job, follow-along supports. It is expected that this will be the most frequently authorized use of this service/support option.

### **Rate Basis**

1. Published. The published rate is based on one (1) hour of direct service.
2. Throughout the term of the contract, the appropriate billing codes, billing units, and associated billing rules are subject to change. All billing codes and billing units, and associated billing rules will be included in the Division’s Policies and Procedures Manual, Billing Manual, RateBook, and/or other provider resources made available by the Division.

### **Direct Service Staff Qualifications**

Direct service staff shall have the ability to provide assistance to a member to meet essential personal and physical needs. This ability includes social, physical, emotional fitness, and the ability to communicate with the member as necessary.

### **Recordkeeping and Reporting Requirements**

1. The Qualified Vendor shall provide an aggregate program status report **as outlined in Chapter 35 of the Provider Manual**. ~~using Division forms to each District Program Manager/designee (where the service is being performed) no later than the thirty-first (31<sup>st</sup>) day of January and July.~~

**PART 6, EXHIBIT F**  
**DAY SERVICES, ADULT**

**Service Description, Outcomes, and Goals**

Service Description

This service engages Members in their communities to develop, or enhance skill development, for activities of daily living and employment while meeting their specialized sensorimotor, cognitive, communication, social interaction, and behavioral needs. Day Treatment and Training activities and environments are designed to foster the acquisition of skills, build community membership, increase independence, and expand personal choice.

Members are provided with opportunities to engage in activities that are meaningful to them and that expand their skills and personal growth. Day Treatment and Training offers Members an opportunity to explore their communities, to learn about their interests, to engage with others, and to gain skills needed for greater independence.

Outcomes

1. Members participate in Meaningful Days, are included in their communities, and fulfill valued community roles.
2. Members transition into employment activities and services when Members want employment. Members should be encouraged to seek desired employment and meaningful careers.

Goals

1. To support Members, in accordance with their Planning Document:
  - a. To participate in their community with the requisite socialization and adaptive skills they need to increase their potential for success:
  - b. To strengthen relationships with family, friends, and community Members, develop desired relationships, and enhance their socialization, community participation, and knowledge of community resources, and:
  - c. For those Members who have been assessed and want to make a progressive move to employment, to develop or enhance their skills and abilities related to employment.

Objectives

The Qualified Vendor Shall ensure that the following objectives are met:

1. Identify and respect the Member's cultural, racial, ethnic, linguistic, identified gender, sexual orientation, and religious or spiritual needs.
2. Provide services according to the Member's preferences and needs, that recognize their strengths and promote their independence.
3. Provide support appropriate for the Member's age and aligned with typical life experiences such as playing and making friends, navigating relationships and sexuality, having and raising children, exploring recreation and hobbies, using

social media and technology, getting an ID card, learning to drive or accessing public transportation, going to college or vocational school, finding a career, engaging in civic life, seeking leadership or advocacy opportunities, living more independently or renting/buying a home, or transition into retirement.

4. Support the Member with activities that they, and their Responsible Person if applicable, have decided they need help with or that are documented in their Planning Document, such as:
  - a. Participating in community activities and building community membership consistent with the Member's interests, preferences, goals, and Outcomes;
  - b. Developing and maintaining a meaningful social life, including social skill development, that offers opportunities for personal growth and development of Natural Supports through community participation and relationships;
  - c. Providing opportunities that increase problem-solving skills to maximize the Member's ability to participate in integrated community activities independently or with Natural Supports;
  - d. Providing opportunities for Members to participate in a range of community activities and use community resources;
  - e. Supporting Members in developing relationships of their choice, including enhancing social skills, confidence, and problem-solving for daily interactions;
  - f. Supporting Members to develop or enhance independent functioning skills in sensory-motor areas, cognition, personal grooming, hygiene, dressing, eating, toileting, self-medication and first aid, recognizing symptoms of illness, and preventing accidents and illnesses;
  - g. Providing exploration and learning opportunities related to work and volunteer experiences where Members develop knowledge related to general, non-job-specific skills and strengths that contribute to individual employment;
  - h. Identifying barriers that limit progressive transitions to employment services;
  - i. Offering specific teaching strategies to achieve identified Outcomes;
  - j. Practicing daily living skills such as shopping, banking, money management, using community resources, navigating their community, and using public/community transportation;
  - k. Assisting and training for personal, physical, mobility, or augmentative alternative communication needs;
  - l. Implementing positive behavior support strategies, developing behavior intervention plans with the Planning Team, and coordinating with

behavioral health programs for proper review of medication treatment plans when needed;

- m. Ensuring that the Member's health needs are met, including providing follow up as ordered by the Member's Primary Care Provider or other medical specialist;
  - n. Implementing all therapeutic recommendations including speech, occupational, and physical therapy, and assisting Members in following special diets, exercise routines, or other therapeutic plans;
  - o. Providing for personal care needs;
  - p. Providing general supervision; and
  - q. Providing transportation necessary for community or Planning Document related activities.
- 5. Play an active role in ensuring that services with other involved entities, including other Home and Community-Based Service providers, health care providers, schools, and vocational rehabilitation are coordinated to best meet the Member's needs.
  - 6. Refer any identified issues or concerns related to the Member's living situation, home and community-based services, health care providers, school services, or other community-based resources to the Support Coordinator in order to coordinate services to best meet the Member's needs.
  - 7. Identify and refer for issues that require social intervention (e.g., food insecurity, unsafe housing, needed interventions or medical care, neglect, abuse).

### **Service Requirements and Limitations**

- 1. Qualified Vendors Shall assist in developing the Planning Document, including:
  - a. Developing individualized, time-limited Outcomes based on the Member's/Responsible Person's vision for the future and assessed needs;
  - b. Developing a specific teaching strategy for each habilitative outcome within twenty (20) Business Days after initiation of a new or a continuing service and whenever the Member has chosen a new Outcome. The specific teaching strategy for each Outcome Shall identify the schedule for implementation of the teaching strategies, frequency of services, data collection methods, and the steps to be followed to teach the member the new skill; and
  - c. Changing specific Outcome(s) and strategies when requested by the Member or agreed upon by their Planning Team to support continued measurable progress toward the Member's Outcome.
- 2. In collaboration with Members, Qualified Vendors are required to develop, at a minimum, a monthly on-site community-integrated schedule of daily activities.
  - a. Daily activities and schedules are developed with member participation y, considering support needs, Planning Document goals, and enrichment of

life experiences. Qualified Vendors Shall allow reasonable opportunities for Members to choose and offer alternative activities, as necessary. This schedule Shall be available to the Member/Responsible Person or others upon request.

3. Members that want to work should be informed of employment services that are available to them. Members who want to work or who demonstrate work-related skills Shall be referred to their Planning Team to develop an Outcome related to employment.
4. Day Treatment and Training activities Shall not include wage-related activities that would entitle the Member to earn wages.
5. This service Shall be provided in:
  - a. A setting owned or leased by the Qualified Vendor that includes planned opportunities for interaction with community Members and resources and that home program allows for participation in community events; or
  - b. A community setting that offers opportunities for interaction with community members and resources and that allows for participation in community events.
6. The service setting(s) shall:
  - a. Be physically accessible and allow for movement between different areas;
  - b. Allow for privacy in addressing personal care needs and storing personal belongings; and
  - c. Allow for privacy for planning and discussing Member support needs, issues, and concerns.
7. This service Shall not be provided:
  - a. In a Group Home, Nursing Supported Group Home, Behavioral-Supported Group Home, or a Vendor Supported Developmental Home;
  - b. To Members living in non-state operated Intermediate Care Facilities or Level I or Level II behavioral health facilities;
  - c. In the same room at the same time as another service (e.g., Center-Based Employment, Day Service, Child), except therapy services; or
  - d. In a permanent residence, unless approved by the Department's **Network Operations Administrator** ~~District Program Manager~~/Designee.
8. Therapy services (occupational, physical, and speech) May be provided at Day Treatment and Training locations as identified on the Member's Planning Document under the following circumstances:
  - a. With the Day Treatment and Training Personnel present and learning how to implement activities to meet the Member's Outcome(s) and in conjunction with the Home Program; or
  - b. At the request of the Member or Responsible Person and with the

agreement of the Day Service program, with a DSP or caregiver present and participating.

9. Members May use up to eight (8) service units per day. Direct service time associated with providing transportation to and from the program is included in the flat trip-rate for regularly scheduled daily transportation rate.
10. It is the responsibility of the Planning Team and the Qualified Vendor to determine the Member's anticipated attendance and Member's schedule as part of the initial service planning and referral. Members May choose to attend Day Treatment and Training for a few hours weekly or a full week when authorized.
11. Children through the age of fifteen (15) Shall be provided service separately from adults, except in situations where related Members have agreed to receive the service together. Upon age sixteen (16), transition plans May be individually developed and May permit the inclusion into services with adults with Responsible Person consent. The transition plan and consent Shall be available to the Department upon request.
12. Qualified Vendors Shall comply with monitoring activities as directed in the Provider Policy Manual(s), including collaboration and cooperation with the Division for all monitoring activities.

#### **Personnel or Qualified Vendor Training and Qualifications**

1. DSPs delivering this service must comply with all training requirements specified in the Qualified Vendor Agreement and in the Division's Policy Manual(s).
2. DSPs Shall have at least three (3) months of experience in conducting group or individual activities for Members related to specific developmental, habilitative, or recreational programs, or be supervised by an individual with such experience.
3. The Qualified Vendor and/or appropriate Personnel Shall attend required administrative meetings, orientation, and various training required by the Department.
4. The Qualified Vendor Shall maintain Records documenting training for all DSPs and make training and Records available upon request, and within ten (10) Business Days, by the Department.

#### **Rate Basis**

1. The Qualified Vendor Shall bill according to the Division's Policy Manual(s), Billing Manual, and Rate Book.
2. The Department established a modified rate, with a premium over the standard rate, for this service in the rural areas of the State. The Qualified Vendor Shall bill the Department this modified rate only after it receives authorization from the **Network Operations Administrator**~~District Program Manager~~/Designee.
3. The Department established a modified rate for Members with intensive behavioral or medical needs. Special authorization for these Members is required by the **Network Operations Administrator**~~District Program Manager~~/designee. The hours for these Members and the direct service Personnel hours related to

the behaviorally or medically intense Members Shall not be considered in determining the overall program staffing ratio for the remaining Members.

**PART 6, EXHIBIT G**  
**DAY SERVICE, CHILD**

**Service Description, Outcomes, and Goals**

Service Description

This service engages Members from between the ages of five (5) and eighteen (18) after school, during summer, and during school breaks in their communities to develop or enhance skill development for activities of daily living and employment while meeting their specialized sensorimotor, cognitive, communication, social interaction, and behavioral needs. Day Treatment and Training activities are critical to cognitive and emotional development and promote self-confidence, independence, socialization, and exploration through a wide range of activities.

Members are provided with activities that promote their skill development, offered mentoring, and activities that engage them in arts, science and technology, sports, and recreation activities. Day Services, Child, supports children with meaningful opportunities to explore their communities, learn about their interests, engage with others, and gain skills needed for greater independence.

Outcomes

1. Members participate in Meaningful Days, are included in their communities, and fulfill valued community roles.

Goals

1. To support Members, in accordance with their Planning Document, to participate in meaningful afterschool, **school breaks**, and summer activities in their community with the requisite socialization and adaptive skills they need to maximize their potential for success, and to provide continuity in support throughout the year.
2. To support Members, in accordance with their Planning Document, to develop or enhance their skills and abilities related to employment, for Members who have been assessed and want to make a progressive move to employment.

Objectives

The Qualified Vendor Shall ensure that the following objectives are met:

1. Identify and respect the Member's cultural, racial, ethnic, linguistic, identified gender, sexual orientation, and religious or spiritual needs.
2. Provide services according to the Member's preferences and needs, that recognize their strengths and promote their independence.
3. Provide support appropriate for the Member's age and aligned with typical life experiences such as playing and making friends, navigating relationships and sexuality, exploring recreation and hobbies, using social media and technology, getting an ID card, learning to drive or accessing public transportation, engaging in civic life, or seeking leadership or advocacy opportunities.
4. Support the Member with activities that they, and their Responsible Person if

applicable, have decided they need help with or that are documented in their Planning Document, such as:

- a. Participating in community activities and building community membership consistent with the individual's interests, preferences, goals, and Outcomes;
- b. Developing and maintaining a meaningful social life, including social skill development that offers opportunities for personal growth and development of Natural Supports through community participation and relationships;
- c. Providing opportunities that increase problem-solving skills to maximize a Member's ability to participate in integrated community activities independently or with Natural Supports;
- d. Providing opportunities for Members to participate in a range of community activities including skill development, mentoring, arts, science and technology, sports, and recreation activities, and use community resources;
- e. Supporting Members in developing relationships of their choice, including enhancing social skills, confidence, and problem solving for daily interactions;
- f. Supporting Members to develop or enhance independent functioning skills in sensorimotor areas, cognition, personal grooming, hygiene, dressing, eating, toileting, self-medication and first aid, recognizing symptoms of illness, and preventing accidents and illnesses;
- g. Providing exploration and learning opportunities related to work and volunteer experiences where Members develop knowledge related to general, non-job-specific skills and strengths that contribute to individual employment;
- h. Identifying barriers that limit progressive transitions to employment services;
- i. Offering specific teaching strategies to achieve identified Outcomes;
- j. Practicing daily living skills such as shopping, banking, money management, using community resources, navigating their community, and using public/community transportation;
- k. Assisting and training for personal, physical, mobility, or augmentative alternative communication needs;
- l. Implementing positive behavior support strategies, developing behavior intervention plans with the Planning Team, and coordinating with behavioral health programs for proper review of medication treatment plans when needed;

- m. Ensuring that the Member's health needs are met, including providing follow up as ordered by the Member's Primary Care Provider or other medical specialist;
  - n. Implementing all therapeutic recommendations including speech, occupational, and physical therapy, and assisting Members in following special diets, exercise routines, or other therapeutic plans;
  - o. Providing for personal care needs;
  - p. Providing general supervision; and
  - q. Providing transportation necessary for community or Planning Document related activities.
- 5. Play an active role in ensuring that services with other involved entities, including other Home and Community-Based Service providers, health care providers, schools, and vocational rehabilitation, are coordinated to best meet the Member's needs.
  - 6. Refer any identified issues or concerns related to the person's living situation, home and community-based services, health care providers, school services, or other community-based resources to the Support Coordinator in order to coordinate services to best meet the Member's needs.
  - 7. Identify and refer for issues that require social intervention (e.g., food insecurity, unsafe housing, needed interventions or medical care, neglect, abuse).

### **Service Requirements and Limitations**

- 1. Qualified Vendors Shall assist in developing the Planning Document, including:
  - a. Developing individualized, time-limited Outcomes based on the Member's and Responsible Person's vision for the future and assessed needs;
  - b. Developing a specific teaching strategy for each **of the Member's** habilitative outcomes within twenty (20) Business Days after **the** initiation of **the** service ~~placement~~ and whenever the Member has chosen a new outcome. The specific teaching strategy for each outcome Shall identify the schedule for implementation of the teaching strategies, frequency of services, data collection methods, and the steps to be followed to teach the new skill; and
  - c. Changing specific outcomes and/or strategies when requested by the Member or agreed upon by their Planning Team, to support continued measurable progress toward the outcome.
- 2. In collaboration with Members, Qualified Vendors are required to develop, at a minimum, a monthly on-site/community integrated schedule of daily activities.
  - a. Daily activities and schedules are based on the Members' choice, support needs, Planning Document goals, and enrichment of life experiences. Qualified Vendors Shall allow reasonable opportunities for Members to choose and offer alternative activities, as necessary. This schedule Shall

be available to the Member, Responsible Person, and others upon request.

3. Members that want to work Should be informed of employment services that are available to them. Members who want to work or demonstrate work-related skills Shall be referred to their Planning Team to develop an outcome related to employment.
4. This service Shall be provided in:
  - a. A setting owned or leased by the Qualified Vendor that includes planned opportunities for interaction with community Members and resources, and allows for participation in community events; or
  - b. A community setting that offers opportunities for interaction with community Members and resources and allows for participation in community events.
5. The service setting(s) Shall:
  - a. Be physically accessible and allow for movement between different areas of the setting;
  - b. Allow for privacy in addressing personal care needs and storing Members' personal belongings; and
  - c. Allow for privacy for planning and discussing Member support needs, issues, and concerns.
6. This service Shall not be provided:
  - a. In a Group Home, Nursing Supported Group Home, Behavioral-Supported Group Home, or a Vendor Supported Developmental Home;
  - b. To Members living in skilled nursing facilities, non-state operated Intermediate Care Facilities (ICFs), or Level I or Level II behavioral health facilities; or
  - c. In the same room at the same time as another service (e.g., Center-Based Employment), except for therapy services.
7. This service is not intended to provide day care relief to caregivers, but to provide an opportunity for the Member to participate in activities (based on Outcomes identified in the Member's Planning Document) in a structured program after school, during summer, and during school breaks.
8. This service allows Members to participate in habilitative activities to maintain or develop skills when school is not available during summer months. If a summer school program is available, the Planning Team Should consider the school option first before accessing these services.
9. If the Member does not engage in services consistently or participate fully in activities, the Planning Team Should determine whether this service is appropriate, since limited participation is not conducive to habilitative goals.
10. Therapy services (occupational, physical, and speech) May be provided at Day

Treatment and Training locations as identified on the Member's Planning Document, under the following circumstances:

- a. With the Day Treatment and Training Personnel present and learning how to implement activities to meet the Member's outcome(s) and in conjunction with the Home Program; or
  - b. At the request of the Member and Responsible Person and with the agreement of the Day Treatment and Training program, with a caregiver present and participating. In this circumstance, the Day Treatment and Training program Shall not bill for the time that the Member is receiving therapy services.
11. Direct service time associated with providing transportation to and from the program is included in the Flat Trip Rate for Regularly Scheduled Daily Transportation rate and Shall be billed separately.
  12. Children through the age of fifteen (15) Shall be provided service separately from adults, except in situations where related Members have agreed to receive the service together. Upon age sixteen (16), transition plans May be individually developed, and May permit the inclusion into services with adults with consent from the Member's Responsible Person. The transition plan and consent Shall be available to the Department upon request.
  13. Qualified Vendors Shall comply with monitoring activities as directed in the Provider Policy Manual(s), including collaboration and cooperation with the Division for all monitoring activities.

#### **Personnel or Qualified Vendor Training and Qualifications**

1. DSPs delivering this service must comply with all minimal training requirements specified in this QV and in the Division's Policy Manual(s).
2. The DSP Shall have at least three (3) months of experience in conducting group activities or individual activities for Members related to specific developmental, habilitative, or recreational programs, or Shall be supervised by an individual with such experience.
3. The DSP Shall have completed training, approved by the Department, in early childhood development if working with children who are under age six (6).
4. The Qualified Vendor and/or appropriate Personnel Shall attend required administrative meetings, orientation, and various training required by the Department.
5. The Qualified Vendor Shall maintain Records documenting training for all DSPs and make training and Records available upon request, and within ten (10) Business Days, by the Department.

#### **Rate Basis**

1. The Qualified Vendor Shall bill according to the Division's Policy Manual(s), Billing Manual, and Rate Book.

2. The Department established a modified rate, with a premium over the standard rate, for this service in the rural areas of the State. The Qualified Vendor Shall bill the Department this modified rate only after it receives authorization from the District Program Manager/designee.
3. The Department established a modified rate for Members with intensive behavioral or medical needs. Special authorization for these Members is required by the District Program Manager/designee.

**PART 6, EXHIBIT H**  
**TRANSPORTATION**

**Service Description, Outcomes, and Goals**

Service Description

This service supports Members to access their community with assistance in obtaining needed transportation for specific non-emergency needs, such as routine scheduled events, ~~and on-demand transportation~~ needed to meet Planning Document obligations.

Transportation offers a safe, convenient, and accessible way for Members to navigate their communities.

Outcomes:

1. Members access their community as independently as possible with safe, reliable transportation.

Goals:

1. To support the Member, in accordance with their Planning Document, to increase or maintain self-sufficiency, mobility, and community access.
2. To support the Member, in accordance with their Planning Document, to have reliable, timely, safe, and respectful transportation for their non-emergency travel needs.

Objectives

The Qualified Vendor Shall ensure that the following objectives are met:

1. Provide or arrange for scheduled or **intermittent** ~~on-demand~~ transportation of the Member to or from an Arizona Long Term Care System (ALTCs) covered service. This includes traveling to and from designated locations to pick up or drop off the Member at specified times.
  - a. Scheduled transportation **or intermittent** is when the Member needs regular transportation for an employment-related service, for employment in the community when the Member is not receiving employment services, and for Day Treatment and Training services when the Member is unable to use public transportation or receive transportation support from Natural Supports.
  - b. **Scheduled or intermittent** ~~On-demand~~ transportation is when the Member needs ~~intermittent~~ transportation **for therapy services and is unable to use public transportation or receive transportation from Natural Supports.** ~~to obtain an authorized service or to fulfill a mandatory obligation in their Planning Document, including transportation for medically necessary services, and to support programs such as Alcoholics Anonymous (AA), weight loss programs, community service, etc.~~
2. Assist the Member in entering and exiting the vehicle as necessary. Ensure that the method of transportation being used does not compromise the health or safety of the Member.

3. Transport Members securely fastened in age-appropriate and weight-appropriate restraints, as required by State law.
4. To the extent possible, work with the Member and the Member's Responsible Person to ensure the Member is able to shelter in a safe location while waiting for transportation. If there is concern that the Member might be at imminent risk, Personnel Shall contact authorities.
5. Schedule the Member's pickup and dropoff times so that:
  - a. The schedule and reasonable wait times are provided to the Member;
  - b. The Member does not have to wait more than twenty (20) minutes; and
  - c. The Member and Responsible Person are notified if the driver is twenty (20) or more minutes late or is unable to transport.
6. The Qualified Vendor Shall have a backup for the driver and vehicle.
7. Transportation must allow for two-way radio or a cellular phone that is adequate for the range of vehicle utilization.
8. Transportation Shall be provided in a vehicle:
  - a. With valid vehicle registration and license plates and, at a minimum, Arizona's required level of liability insurance;
  - b. Maintained in safe and working order;
  - c. Equipped with a working heating and air conditioning system;
  - d. Equipped with a first aid kit;
  - e. Constructed for the safe transportation of the Members with all seats fastened to the body of the vehicle and operational seat belts installed that are safe for passenger use;
  - f. Adapted to the special mobility needs of Members to facilitate adequate access to service;
  - g. That has sufficient Personnel for the health and safety of all Members being transported, and to support safe boarding and deboarding; and
  - h. That, if used to transport Members in wheelchairs, is equipped with lifts, floor-mounted seat belts, and wheelchair lock-downs or comparable safety equipment, as applicable, for each wheelchair that it transports.
    - i. Qualified Vendors transporting a Member while the Member is in their wheelchair Shall have documentation that the DSP has completed orientation on appropriate use of the safety equipment being used.
9. With the agreement of the Member's Planning Team, an aide might be required to accompany the Member in order to ensure the health and safety of the Member. This Should be requested at the time of referral for on-demand transportation.

10. When required, and with the agreement of the Member's Planning Team, the Member's Support Coordinator will arrange with the Qualified Vendor' to have Qualified Vendor's Personnel wait for the Member and to provide the return trip. A request for this arrangement will be made at the time of referral.

### **Service Requirements and Limitations**

1. All transportation services Shall be authorized in advance by the Department.
2. This service Shall not be provided when transportation is a covered service of the Member's health plan.
3. This service Shall not be provided to Members receiving habilitation services provided in paid residential settings.
4. When a local education agency has responsibility for school-related transportation, this is specified in the Member's Individualized Education Program documents by the local education agency.
5. Drivers must:
  - a. Be a minimum of eighteen (18) years of age;
  - b. Possess and maintain a valid driver license, training, and insurance endorsement for the vehicle they drive; and
  - c. Have their driving records reviewed by the Qualified Vendor annually to ensure driver qualifications.
6. The Qualified Vendor's Home and Community-Based Services certification Shall include transportation as a service.
7. Using the Planning Document processes, the need for transportation is assessed by the Member's Planning Team when there are no other community resources or Natural Supports for transportation available.
- ~~8. A referral to a Qualified Vendor for on-demand transportation Shall include:
  - a. Dates and times of service, as needed;
  - b. Pickup and dropoff points;
  - c. Whether an aide will accompany the Member;
  - d. Whether wait time during the on-demand transportation will be needed; and
  - e. The Member's Responsible Person to contact on behalf of the Member in case of an emergency.~~
9. The Qualified vendor shall ensure drop-off and pick-up times and addresses are documented on the transportation log.
10. Qualified Vendors Shall comply with monitoring activities as directed in the Provider Policy Manual(s), including collaboration and cooperation with the Division for all monitoring activities.

### **Personnel or Qualified Vendor Training and Qualifications**

1. DSPs delivering this service must comply with all training requirements specified in the Qualified Vendor Agreement Part 5 and in the Division's Policy Manual(s).
2. DSPs can work with on-site supervision for up to ninety (90) Days following their date of hire while their training is in progress. The training Shall be completed no later than ninety (90) calendar Days from the DSP's date of hire.
3. The Qualified Vendor Shall inquire of the Member and Responsible Persons any specific needs or preferences related to the service for orientation and training purposes.
4. The Qualified Vendor and/or appropriate DSPs Shall attend administrative meetings, orientation, and various training required by the Department.
5. The Qualified Vendor Shall maintain Records documenting training for all DSPs and make training Records available upon request, and within ten (10) Business Days, by the Department.

### **Rate Basis**

1. The Qualified Vendor Shall bill according to the Division's Policy Manual(s), Billing Manual, and Rate Book.
2. The published rate in the Division's Rate Book is based on one (1) trip. Scheduled transportation rates are in the Rate Book. ~~For on-demand transportation, the trip rate is calculated by adding the various rate components in the Rate Book for a trip rate. On-demand rates vary based on one-way mileage and other components.~~

**PART 6, EXHIBIT I**  
**ATTENDANT CARE**

**Service Description, Outcomes, and Goals**

Service Description

This service supports Members to remain in their home and/or participate in work or community activities while receiving assistance for mobility, self-care, socialization, communication, cognition, household activities, community participation, and employment.

Attendant Care supports Members to be as independent as possible in their homes, communities, and jobs. Members choose how this support is provided and determine when and how the service best supports their needs. This service adequately provides for the Member's basic needs and supports them to have optimal health and wellness.

Outcomes

1. Members have increased independence and are able to live at home and to remain employed in the most integrated settings by maximizing their health and overall wellness.

Goals

1. To support the Member, in accordance with their Planning Document, to complete self-care activities and domestic responsibilities, and to comply with medical orders.
2. To support the Member, in accordance with their Planning Document, to participate in employment, community, or civic activities by providing assistance with self-care, cognition, communication, socialization, and safety needs.

Objectives

The Qualified Vendor Shall ensure that the following objectives are met:

1. Identify and respect the Member's cultural, racial, ethnic, linguistic, identified gender, sexual orientation, and religious or spiritual needs.
2. Provide services according to the Member's preferences and needs that recognize their strengths and promote their independence.
3. Provide support appropriate for the Member's age and aligned with typical life experiences such as playing and making friends, navigating relationships and sexuality, having and raising children, exploring recreation and hobbies, using social media and technology, getting an ID card, learning to drive or accessing public transportation, going to college or vocational school, finding a career, engaging in civic life, seeking leadership or advocacy opportunities, living more independently or renting/buying a home, and transitioning into retirement.
4. Support the Member with activities that they, and their Responsible Person if applicable, have decided they need help with or that are documented in their Planning Document, such as:

- a. Using technology or assistive devices as necessary, such as programming pill reminders, setting up smart phone applications, and ensuring that assistive devices are functioning properly;
  - b. Supporting nutrition, such as planning for preferred meals, preparing and cleaning up meals, and assistance with eating (e.g., following dietary protocols, positioning, monitoring for choking);
  - c. Supporting self-care activities like bathing (e.g., transferring into the tub or shower, adjusting water temperature, monitoring for drowning), dressing and grooming (e.g., oral hygiene, nail care, shaving, hair styling, putting on assistive devices), and using the restroom (e.g., bowel, menstrual, and bladder care);
  - d. Supporting the person to move around their home and community, such as providing mobility support or transferring;
  - e. Completing domestic duties such as light housekeeping and laundry assistance to maintain a clean and safe home;
  - f. Shopping;
  - g. Supporting the Member to stay safe by providing supervision and using behavioral intervention techniques identified in the Member's Planning Document;
  - h. Complying with medical needs and orders like attending to an injury or illness, monitoring skin integrity, providing first aid, referring the Member for medical care when needed, and assisting with self-administration of medication(s) or medication reminders;
  - i. Attending to certified service animal needs;
  - j. Assisting and supporting the Member to make choices;
  - k. Assisting the Member with employment by supporting with personal care activities, health and medical needs, and providing mobility support as necessary on the job;
  - l. Supporting employment or community activities such as physically supporting the Member to navigate their community, supporting their cognition and communication in those activities, supporting socialization, and ensuring their safety; and
  - m. Providing companion care by transporting and/or accompanying the Member to medical appointments or assisting with personal care needs, and/or supervising during an appointment when a medical practitioner is unable to provide such support.
5. In unusual circumstances, additional support might be required such as:
- a. Heavy cleaning (e.g., washing walls or ceilings, cleaning the yard, and hauling debris); and
  - b. Assisting the Member in meeting their basic material needs for water,

heating, and food.

6. Referring any identified issues or concerns related to the Member's living situation, home and community-based services, health care providers, school services, or other community-based resources to the Member's Support Coordinator in order to coordinate services to best meet the Member's needs; and
7. Identifying and referring for issues that require social intervention (e.g., food insecurity, unsafe housing, needed interventions or medical care, neglect, abuse).

### **Service Requirements and Limitations**

1. The skills of DSPs Shall be matched to the Member's needs and personal preferences. The Member and Responsible Person Should be offered the opportunity to interview and select the DSP.
2. This service Should complement and not supplant the care provided by the Member's Natural Supports.
3. This service Shall only be provided in:
  - a. The Member's own home;
  - b. The Member's community while accompanying the Member, or while shopping or picking up medications for the Member; and
  - c. A DSP's residence only when the residence is also the home of the Member receiving the service.
4. This service Shall not be provided:
  - a. To Members living in Group Homes, Nursing Supported Group Homes, Behavioral-Supported Group Homes, Vendor Supported Developmental Homes, skilled nursing facilities, non-state operated Intermediate Care Facilities, or Level I or Level II behavioral health facilities;
  - b. While the Member is attending Day Treatment and Training and/or employment services, excluding job coaching and job development components of Individual Support Employment;
  - c. Within the same day that Homemaker services are used or
  - d. To more than three (3) Members with a single DSP.
5. The Responsible Person is expected to ensure all necessary housekeeping and personal care supplies are available in the member's home.
6. The Responsible Person is expected to ensure that money for supplies and food is available in advance of the purchase if the DSP will be shopping for food, household supplies, and/or medications.
7. If the Member elects to have his or her spouse provide this service, the Member Shall comply with all applicable requirements including but not limited to the following:

- a. The Member Shall only receive the amount of services that they require for Activities of Daily Living/Instrumental Activities of Daily Living supports that cannot be met through technological or assistive devices and that are not typically provided by Natural Supports, not to exceed forty (40) hours in a week;
  - b. The spouse has met all requirements of Qualified Vendor Personnel;
  - c. The Member Shall not receive Homemaker services from a spouse.
8. This service Shall be supervised and monitored by a Qualified Vendor.. The Member's Planning Team, prior to the delivery of services, Shall decide and report in the Planning Document who among the Member's Planning Team will conduct the supervision and monitoring. Monitoring Shall occur:
- a. With the Member and Responsible Person not more than five (5) Days after the service is initiated to discuss quality of care, delivery of services, and education of the Member and Responsible Person about the need to contact the Qualified Vendor if concerns develop in between supervisory and/or Support Coordinator visits. Follow-up visits are required at the thirtieth (30th) day, the sixtieth (60th) day if issues are identified, and at least every ninety (90) Days thereafter;
  - b. Supervisory and monitoring Visits can be scheduled concurrently.
9. For Members participating in the Arizona Health Care Cost Containment System (AHCCCS) Agency with Choice Member-Directed Service Delivery Model, the following additional provisions apply:
- a. The Qualified Vendor Shall identify in the Department's Qualified Vendor Contract Administration System (CAS) that it is participating in the AHCCCS Agency with Choice Member-directed service delivery model;
  - b. The Qualified Vendor that accepts a service authorization for Attendant Care for a Member who has chosen to participate in AHCCCS's Agency with Choice Member-directed service delivery option agrees to comply with all AHCCCS rules and policies regarding Agency with Choice, and Shall implement the Member's Planning Document;
  - c. The Qualified Vendor Shall comply with the AHCCCS Agency with Choice Member-directed service delivery model requirements and ensure that the DSP providing Attendant Care is not the Member's Responsible Person as defined in the AHCCCS Policy Manual(s);
  - d. A Member participating in AHCCCS's Agency with Choice self-directed service delivery option May request a change of DSP at any time;
  - e. The Qualified Vendor that has chosen to participate in AHCCCS's Agency with Choice Member-directed service delivery model might be required to provide additional training for the Member or Responsible Person regarding the partnership between the Member and the Qualified Vendor as assessed and authorized by the Department. If this is required, the Qualified Vendor Shall bill a unique service code as identified by the

Department; and

- f. The Qualified Vendor that has chosen to participate in the AHCCCS Agency with Choice Member-directed service delivery model might be required to provide additional training for the DSP in addition to the training specified in the QVA and administrative rules in order to meet the unique needs of the Member as assessed and authorized by the Department.
10. This service is not intended to be used for the purpose of transportation of the member, but May be used to provide incidental transportation necessary to support the Member's program activities.
11. Qualified Vendors Shall comply with AHCCCS's requirements for Electronic Visit Verification (EVV) to track and monitor service delivery and access to care for Members.
12. Qualified Vendors Shall comply with monitoring activities as directed in the Provider Policy Manual(s), including collaboration and cooperation with the Division for all monitoring activities.

#### **Personnel or Qualified Vendor Training and Qualifications**

1. DSPs delivering this service must comply with all minimal training requirements specified in the Qualified Vendor Agreement Part 5 and in the Division's Policy Manual(s).
2. The Qualified Vendor Shall encourage participation of Member and Responsible Persons in training.
3. The Qualified Vendor Shall maintain records documenting training of all DSPs and make training Records available upon request, and within ten (10) Business Days, by the Department.
4. The DSP providing attendant care Shall participate in AHCCCS's Direct Care Worker (DCW) Training and Testing including:
  - a. DCW Training and Testing requirements for AHCCCS's Direct Care Services policy;
  - b. Continuing education requirements per AHCCCS Policy;
  - c. Meet all applicable AHCCCS requirements and all requirements included in the AHCCCS Provider Participation Agreement; and
  - d. The Qualified Vendor Shall:
    - i. Register with AHCCCS to become an Approved Program to provide the testing and training to its employees; or
    - ii. Enter into a direct contractual relationship with an AHCCCS Approved Testing and Training Program which has an AHCCCS Provider Identification Number to provide the testing and training to its employees; or

- iii. Enter into a contractual agreement with a private vocational program; and
  - iv. Be responsible for assuring that the DSP is in compliance with the AHCCCS Policy Manual(s); and
  - v. Comply with recommendations and requirements that result from routine monitoring and supervision of the DSP to ensure competence in the direct care service being provided.
5. A DSP is deemed to meet the Training and Testing requirements with the Qualified Vendor if they were employed by the Vendor prior to October 1, 2012. If the DSP becomes employed with another agency after October 1, 2012, they are required to meet DSP training and testing requirements.
  6. DSPs Shall be able to support the Member with home, employment, and community activities as needed. The Department May request documentation to substantiate DSP capabilities.
  7. The Qualified Vendor and its Personnel Shall attend required administrative meetings, orientation, and various training required by the Department.
  8. The Qualified Vendor Shall maintain Records documenting training of all DSPs and make training Records available upon request, and within ten (10) Business Days, by the Department.

**Rate Basis**

1. The Qualified Vendor Shall bill according to the Division's Policy Manual(s), Billing Manual, and Rate Book.
2. The Qualified Vendor's billing document Shall identify any familial relationships between a DSP and Members receiving services.

**PART 6, EXHIBIT J**

**HOMEMAKER**

**Service Description, Outcomes, and Goals**

Service Description

This service supports a Member to remain independently in their home while receiving assistance to complete routine household activities.

Homemaker services support Members to live in clean, healthy environments by providing for basic housekeeping and related support.

Outcomes

1. Members have increased independence living independently at home for as long as is desired in the most inclusive setting, while providing a healthy environment for the Member.

Goals

1. To support the Member, in accordance with their Planning Document, to attain or maintain clean and safe living conditions.
2. To support the Member, in accordance with their Planning Document, with their health and nutrition.

Objectives

The Qualified Vendor Shall ensure that the following objectives are met:

1. Support the Member with activities that they, or their Responsible Person, if applicable, have decided they need help with or that are documented in their Planning Document, such as:
  - a. Dusting;
  - b. Cleaning floors, bathrooms, and windows (if necessary, for safe and sanitary living conditions);
  - c. Cleaning the kitchen, washing dishes, routine maintenance, and cleaning of household appliances (including, but not limited to, the oven and refrigerator);
  - d. Changing linens and making the Member's bed;
  - e. Washing, drying, and folding the Member's laundry (ironing only if necessary);
  - f. Shopping for and storing household supplies and medicines;
  - g. Taking the garbage out;
  - h. Supporting the health and nutrition of the Member; and
  - i. Other duties as determined appropriate and necessary by the Planning Team.

2. In unusual circumstances, additional support might be required, such as:
  - a. Planning, shopping, storing, and cooking food for nutritional meals;
  - b. Heavy cleaning (e.g., washing walls or ceilings, cleaning the yard, and hauling debris); and
  - c. Assisting the Member in meeting their basic material needs for water, heating, and food.

### **Service Requirements and Limitations**

1. This service Shall only be used after Member resources and Natural Supports have been exhausted. Homemaker services Shall be provided only for assessed needs identified in the Planning Document process, and Should complement, not supplant what the Member can do for themselves, or the care provided by the Member's Natural Supports. This service Shall only be provided to the extent that the Member is responsible for housekeeping given their age and living situation.
2. This service Shall only be provided in the Member's home.
3. This service Shall not be provided:
  - a. To Members living in Group Homes, Nursing Supporting Group Homes, Behavioral-Supported Group Homes, or Vendor Supported Developmental Homes;
  - b. When the Member is hospitalized;
  - c. Outside the home, unless unsafe and/or unsanitary conditions exist at the home, or the Qualified Vendor is shopping or retrieving needed items for the service in the community; or
  - d. Within the same day Attendant Care services or Home Health Aid services that provide for Homemaker tasks are used, without approval by the Member's Support Coordinator.
4. This service is for the benefit of the Member receiving services and not for other household members.
5. Homemaker tasks Shall be restricted to the Member's areas of the home or common areas of the home used by the Member.
6. The Responsible Person is expected to ensure all necessary housekeeping and personal care supplies are available in the member's home.
7. The Responsible Person is expected to ensure that money for supplies and food is available in advance of the purchase if the DSP will be shopping for food, household supplies, and/or medications.
8. The amount of Homemaker service provided Shall be determined based on the Member's need for a clean and safe environment. If more than one eligible Member resides in the home, payment Shall not be made twice for cleaning common areas of the home.
9. Homemaker Personnel Shall not provide supervision or personal care to the

Member.

10. This service Shall be supervised and monitored by a Qualified Vendor.. The Member’s Planning Team, prior to the delivery of services, Shall decide and report in the Planning Document who among the Member’s Planning Team will conduct the supervision and monitoring. Monitoring Shall occur:
  - a. With the Member and Responsible Person not more than five (5) Days after the service is initiated to discuss quality of care, delivery of services, and education of the Member and Responsible Person about the need to contact the Qualified Vendor if concerns develop in between supervisory and/or Support Coordinator visits. Follow-up visits are required at the thirtieth (30th) day, the sixtieth (60th) day if issues are identified, and at least every ninety (90) Days thereafter;
  - b. Supervisory and monitoring Visits can be scheduled concurrently.
11. For Members participating in the Arizona Health Care Cost Containment System (AHCCCS) Agency with Choice Member-Directed Service Delivery Model, the following additional provisions apply:
  - a. The Qualified Vendor Shall identify in the Department’s Qualified Vendor Contract Administration System (CAS) that it is participating in the AHCCCS Agency with Choice Member-directed service delivery model;
  - b. The Qualified Vendor that accepts a service authorization for Attendant Care for a Member who has chosen to participate in AHCCCS’s Agency with Choice Member-directed service delivery option agrees to comply with all AHCCCS rules and policies regarding Agency with Choice, and Shall implement the Member’s Planning Document;
  - c. The Qualified Vendor Shall comply with the AHCCCS Agency with Choice Member-directed service delivery model requirements and ensure that the DSP providing Attendant Care is not the Member’s Responsible Person as defined in the AHCCCS Policy Manual(s);
  - d. A Member participating in AHCCCS’s Agency with Choice self-directed service delivery option May request a change of DSP at any time;
  - e. The Qualified Vendor that has chosen to participate in AHCCCS’s Agency with Choice Member-directed service delivery model might be required to provide additional training for the Member or Responsible Person regarding the partnership between the Member and the Qualified Vendor as assessed and authorized by the Department. If this is required, the Qualified Vendor Shall bill a unique service code as identified by the Department; and
  - f. The Qualified Vendor that has chosen to participate in the AHCCCS Agency with Choice Member-directed service delivery model might be required to provide additional training for the DSP in addition to the training specified in the QVA and administrative rules in order to meet the unique needs of the Member as assessed and authorized by the

Department.

**Personnel or Qualified Vendor Training and Qualifications**

1. DSPs delivering this service comply with all minimal training requirements specified in this Qualified Vendor Agreement at Part 5 and in the Division's Policy Manual(s).
2. The DSP providing Homemaker services Shall participate in AHCCCS's Direct Care Worker (DCW) Training and Testing, including:
  - a. Continuing education requirements as required by AHCCCS DSP Policy;
  - b. Meet all applicable AHCCCS requirements and all requirements included in the AHCCCS Provider Participation Agreement;
  - c. The Qualified Vendor Shall:
    - i. Register with AHCCCS to become an approved program to provide the Testing and Training to its employees; or
    - ii. Enter into a direct contracting relationship with an AHCCCS approved Testing and Training Program that has an AHCCCS Provider Identification Number, to provide the Testing and Training to its employees; or
    - iii. Enter into a direct contracting agreement with a private vocational program; and
    - iv. Be responsible for assuring that the DSP is in compliance with the AHCCCS Policy Manual(s); and
    - v. Comply with recommendations and requirements that result from routine monitoring and supervision of the DSP to ensure competence in the direct care service being provided.
  - d. A DSP who is a Registered Nurse, Licensed Practical Nurse, or Certified Nursing Assistant per Arizona Revised Statutes is exempt from the DCW training and testing requirements.
  - e. A DSP is deemed to meet the Training and Testing requirements with the Qualified Vendor if they were employed by the Vendor prior to October 1, 2012. If the DSP becomes employed with another agency after October 1, 2012, they are required to meet DSP training and testing requirements.
3. DSPs Shall be oriented to the housekeeping needs of the Member.
4. DSPs Shall be able to support the Member with home activities as needed and Shall be physically capable of performing the required tasks. The Department May request documentation to substantiate Personnel capabilities.
5. The Qualified Vendor and its appropriate Personnel Shall attend required administrative meetings, orientation, and various training required by the Department.

6. The Qualified Vendor Shall maintain Records documenting training of all direct service Personnel and make training Records available upon request, and within ten (10) Business Days, by the Department.

**Rate Basis**

1. The Qualified Vendor Shall bill according to the Division's Policy Manual(s), Billing Manual, and Rate Book.

**PART 6, EXHIBIT K**

**RESPIRE**

**Service Description, Outcomes, and Goals**

Service Description

This service supports the health and wellbeing of caregivers who live with Members by offering support to the Member, consistent with the Member's needs and personal goals, so that caregivers can take periodic or unplanned breaks from caregiving duties so that they can continue providing care for the Member.

Respite supports the family and Member needs by allowing the Member to receive the basic support that they need when their caregiver is not present. The Member and their caregivers decide how best to use this service and are encouraged to use this service flexibly and adaptively, as their needs arise. This service can help to mitigate support emergencies, ensuring that caregivers can continue to deliver support.

Outcomes

1. Using this service enables Members to have sustainable and consistent care from caregivers and assists the Member to live at home receiving the support that they and their family need.

Goals

1. To support the Member, in accordance with their Planning Document, to receive continuity of care by providing temporary relief of caregiving duties to a caregiver living with the Member, in accordance with the choices of the Member and Responsible Person.
2. To support the Member, in accordance with their Planning Document, with their emotional, physical, and mental well-being, while also providing needed supervision and assistance.

Objectives

The Qualified Vendor Shall ensure that the following objectives are met:

1. Identify and respect the Member's cultural, racial, ethnic, linguistic, identified gender, sexual orientation, and religious or spiritual needs.
2. Provide services according to the Member's preferences and needs that recognize their strengths and promote their independence.
3. Provide support appropriate for the Member's age and aligned with typical life experiences, such as playing and making friends, navigating relationships and sexuality, having and raising children, exploring recreation and hobbies, using social media and technology, getting an ID card, learning to drive or accessing public transportation, going to college or vocational school, finding a career, engaging in civic life, seeking leadership or advocacy opportunities, living more independently or renting/buying a home, or transitioning into retirement.
4. Offer services that are Family-Centered and take into account the needs and resources of the family. Qualified Vendors assist caregivers and the Member with

identifying their particular needs for respite and include them in decisions about how respite is delivered.

5. Offer support that is flexible and responsive to the changing needs of the Member and their family.
6. Support the Member with activities that they, and their Responsible Person if applicable, have decided they need support with, or that are documented in their Planning Document, such as:
  - a. Supporting the social, emotional, and physical needs of the Member;
  - b. Using technology or assistive devices as necessary, such as programming pill reminders, setting up smart phone applications, and ensuring that assistive devices are functioning properly;
  - c. Supporting nutrition, such as planning for preferred meals, preparing and cleaning up meals, and assistance with eating (e.g., following dietary protocols, positioning, monitoring for choking);
  - d. Supporting self-care activities like bathing (e.g., transferring into the tub or shower, adjusting water temperature, monitoring for drowning), dressing and grooming (e.g., oral hygiene, nail care, shaving, hair styling, putting on assistive devices), using the restroom (e.g., bowel, menstrual, and bladder care);
  - e. Supporting the Member to stay safe by providing supervision and using behavioral intervention techniques identified in the Member's Planning Document;
  - f. Complying with the Member's medical needs and orders, like attending to an injury or illness, monitoring skin integrity, providing first aid, referring the Member for medical care when needed, and assisting with self-administration of medication(s) or medication reminders;
  - g. Providing or assisting the Member to use transportation to participate in activities identified in the Planning Document and to attend medical appointments, visit family and friends, or participate in other desired activities; and
  - h. Assisting the Member to make choices.
7. Referring any identified issues or concerns related to the Member's living situation, Home and Community-Based Services, health care providers, school services, and other community-based resources to the Support Coordinator in order to coordinate services to best meet the Member's needs; and
8. Identifying and referring for issues that require social intervention (e.g., food insecurity, unsafe housing, needed interventions or medical care, neglect, abuse).
9. Offer support through crises or emergencies as necessary until the crisis is resolved or the Member can find more permanent services, if needed.

## **Service Requirements and Limitations**

1. This service Shall only be provided in:
  - a. The Member's home;
  - b. The Member's community;
  - ~~c. A Group Home, Nursing Supported Group Home, Behavioral-Supported Group Home, or a Vendor Supported Developmental Home under certain circumstances with the approval of the Department District Program Manager/Designee;~~
  - d. The home of the Direct Support Professional (DSP); or
  - e. An administrative or service site of the Qualified Vendor (whether owned or leased).
    - i. When the service occurs in an administrative or service site of the Qualified Vendor (whether owned or leased) or home of the DSP, the site Shall be inspected by the Department prior to service delivery. If the Qualified Vendor intends to change the use of the service location, the Qualified Vendor Shall notify the Department to ensure that required inspections occur as needed.
2. This service Shall not:
  - a. Be provided when the Member is hospitalized;
  - b. Be provided to Members living a Group home, Nursing Supported Group Home, Behavioral-Supported Group Home, or a Vendor Supported Developmental Home if the home is the Member's primary residence, skilled nursing facilities, non-state operated Intermediate Care Facilities, Level I or Level II behavioral health facilities, or to Members living independently;
  - c. Be provided in a licensed facility to more Members than the facility's license allows if out-of-home respite; and
  - d. Exceed the AHCCCS limit of 600 hours per benefit year (October 1<sup>st</sup> through September 30<sup>th</sup>).
3. The Planning Team Shall decide, prior to the delivery of services, how service delivery will be monitored and by whom.
4. When families have more than one (1) Member eligible for Respite from the Department and all eligible Members will be receiving Respite at the same time from a single DSP, Qualified Vendors Shall follow the billing requirements outlined in the Rate Book.
5. For families receiving Respite for a Member who want other non-eligible Members to receive care at the same time by the DSP, the family is responsible for the costs of care for the non-eligible Member(s). The Qualified Vendor Shall indicate in its Policy Manual(s) whether it will provide service to non-eligible Members. The Department will only pay for services delivered to Members

authorized to receive Respite. If the same DSP is providing respite to non-eligible Member(s), the applicable multiple client rate would apply for the Department-eligible Members. For example, if two (2) Members are eligible and a third (3rd) Member is not eligible and all three (3) Members were sharing the direct service provider, the three (3) Person multiple client rate would be the proper rate for the two (2) eligible Members, not a two (2) Person rate.

6. The Qualified Vendor Shall not serve more Members than can safely be provided for at one time, and not more than three (3) people by one (1) DSP.
7. Members Shall be in the care of a qualified Respite provider at all times while in Respite service and cannot be transferred to another Respite provider without the consent of the Member or Responsible Person.
8. If the Member requires respite to be provided by a skilled nurse as assessed by the Department's Health Care Services Nurse, the service becomes Nursing Respite. Prior to providing Nursing Respite, the Qualified Vendor Shall have applied for and been awarded the service of Nursing.
9. This service is not intended to be used for the sole purpose of transportation, but May be used to provide incidental transportation necessary to support the Member's program activities.
10. Qualified Vendors Shall comply with AHCCCS's requirements for Electronic Visit Verification (EVV) to track and monitor service delivery and access to care for Members.
11. Qualified Vendors Shall cooperate and collaborate with the Department's quality monitoring.

### **Personnel or Qualified Vendor Training and Qualifications**

1. DSPs delivering this service must comply with all training requirements specified in the Qualified Vendor Agreement (QVA) at Part 5 and in the Division's Policy Manual(s).
2. All DSPs Shall have at least three (3) months of experience in providing assistance to an individual to meet essential personal physical needs (e.g., showering, bathing, toileting, and eating).
3. DSPs Shall be able to support the Member to meet the Member's personal, physical, and homemaking needs. This ability includes social, physical, and emotional fitness.
4. The Qualified Vendor and its appropriate Personnel Shall attend required administrative meetings, orientation, and various training required by the Department.
5. The Qualified Vendor Shall maintain Records documenting training of all DSPs and make training Records available upon request, and within ten (10) Business Days, by the Department.

### **Rate Basis**

2. The Qualified Vendor Shall bill according to the Division's Policy Manual(s), Billing Manual, and Rate Book.

**PART 6, EXHIBIT L**

**HABILITATION, HOURLY SUPPORT**

**Service Description, Outcomes, and Goals**

Service Description

This service supports Members to maximize their independent living skills in their homes and communities by providing education in independent skills or special developmental skills, orientation and mobility training, sensori-motor development, self-help, socialization, and positive behavior support to the Member.

Members are supported to plan for and implement strategies that empower them to live as independently as possible. Habilitation, Hourly Support, helps Members determine how they can achieve greater independence and provides direct education to support their success.

Outcomes

1. Members live at home for as long as is desired and possible, optimizing their use of community or Natural Supports and increasing their independence.

Goals

1. To support the Member, in accordance with their Planning Document, to develop or enhance their self-help, socialization, and adaptive skills to live in their home or access their community.
2. To support the Member, in accordance with their Planning Document and choices, to develop or enhance knowledge and skills and to be a valued Member of their community.
3. To support the Member, in accordance with their Planning Document, to achieve a quality of life that promotes their vision for the future.

Objectives

The Qualified Vendor Shall ensure that the following objectives are met:

1. Identify and respect the Member's cultural, racial, ethnic, linguistic, identified gender, sexual orientation, and religious or spiritual needs.
2. Provide services according to the Member's preferences and needs, that recognize their strengths and promote their independence.
3. Provide support appropriate for the Member's age and aligned with typical life experiences such as playing and making friends, navigating relationships and sexuality, having and raising children, exploring recreation and hobbies, using social media and technology, getting an ID card, learning to drive or accessing public transportation, going to college or vocational school, finding a career, engaging in civic life, seeking leadership or advocacy opportunities, living more independently or renting/buying a home, or transitioning into retirement.
4. Support the Member with activities that they, and their Responsible Person, if applicable, have decided they need help with or that are documented in their

Planning Document, such as:

- a. Providing education for using technology or assistive devices as necessary, such as programming pill reminders, setting up smart phone applications;
  - b. Providing assistance and training for personal, physical, mobility, and augmentative alternative communication needs;
  - c. Implementing positive behavior support strategies, developing behavior intervention plans with the Planning Team, and coordinating with behavioral health programs for proper review of medication treatment plans when needed;
  - d. Ensuring that the Member's health needs are met, including providing follow up as ordered by the Member's primary care provider or other medical specialist;
  - e. Implementing all therapeutic recommendations including speech, occupational, and physical therapy and assisting Members in following special diets, exercise routines, or other therapeutic Home Programs;
  - f. Practicing daily living skills such as shopping, banking, money management, navigating their community, and using public/community transportation;
  - g. Providing opportunities for Members to participate in a range of community activities and use community resources;
  - h. Educating Members in developing relationships of their choice, including enhancing social skills, confidence, and problem solving for daily interactions;
  - i. Supporting the Member to decrease dependence on paid services by identifying Natural Supports and community services as needed; and
  - j. Providing transportation necessary for community or Planning Document related activities.
5. Communicate with the Member or Responsible Person to support the Member's independence when direct service Personnel is not present.
  6. Play an active role in ensuring that services with other involved entities, including other Home and Community-Based Service providers, health care providers, schools, and vocational rehabilitation are coordinated to best meet the Member's needs.
  7. Refer any identified issues or concerns related to the Member's living situation, Home and Community-Based Services, health care providers, school services, or other community-based resources to the Support Coordinator in order to coordinate services to best meet the Member's needs.
  8. Identify and refer for issues that require social intervention (e.g., food insecurity, unsafe housing, needed interventions or medical care, neglect, abuse).

## **Service Requirements and Limitations**

1. This service Shall complement and not supplant the care provided by the Member's Natural Supports.
2. This service Shall complement and not supplant services offered through education or vocational programs.
3. This service Shall be used to develop independent living skills and not for the purpose of supervision. This service is not to be used for daycare.
4. Qualified Vendors Shall assist in developing the Planning Document, including:
  - a. Developing individualized, time-limited Outcomes based on the Member's and Responsible Person's vision for the future and assessed needs;
  - b. Developing a specific teaching strategy for each habilitative outcome within twenty (20) Business Days after initiation of service ~~for a new or a continuing placement~~ and whenever the Member has chosen a new outcome. The specific teaching strategy for each outcome Shall identify the schedule for implementation of the teaching strategies, frequency of services, data collection methods, and the steps to be followed to teach the new skill; and
  - c. Changing specific outcomes and/or strategies when requested by the Member or agreed upon by their Planning Team, to support continued measurable progress toward the outcome.
5. This service Shall only be provided in:
  - a. The Member's home;
  - b. A community setting chosen by the Member or Responsible Person;
  - c. The setting where the expected skills will be applied;
  - d. A DSP's residence only when the residence is also the home of the Member receiving the service.
6. This service Shall not be provided:
  - a. During the time the Member is attending Day Treatment and Training;
  - b. In a Qualified Vendor owned or leased service site;
  - c. When the Member is hospitalized;
  - d. To Members living in a Group Home, Nursing Supported Group Home, Behavioral-Supported Group Home, or a Vendor Supported Developmental Home, skilled nursing facilities, non-state operated Intermediate Care Facilities, or Level I or Level II behavioral health facilities;
  - e. In conjunction with a daily residential habilitation service; or
  - f. In schools or while being transported by the school.
7. For Members participating in the Arizona Health Care Cost Containment System

(AHCCCS) Agency with Choice Member-Directed Service Delivery Model the following apply:

- a. The Qualified Vendor Shall identify in the Department's Qualified Vendor Contract Administration System (CAS) that it is participating in the AHCCCS Agency with Choice Member-Directed Service Delivery Model;
  - b. The Qualified Vendor that accepts a service authorization for Habilitation Hourly for a Member who has chosen to participate in AHCCCS's Agency with Choice Member-Directed Service Delivery Model agrees to comply with all AHCCCS rules and policies regarding Agency with Choice and Shall implement the Member's Planning Document;
  - c. The Qualified Vendor Shall comply with the AHCCCS Agency with Choice Member-Directed Service Delivery Model requirements and ensure that the DSP providing Habilitation Hourly is not the Member's Responsible Person as defined by AHCCCS;
  - d. A Member participating in AHCCCS's Choice Member-Directed Service Delivery Model May request a change in Qualified Vendors at any time;
  - e. The Qualified Vendor that has chosen to participate in AHCCCS's Agency with Choice Member-directed service delivery model might be required to provide additional training for the Member or Responsible Person regarding the partnership between the Member and the Qualified Vendor as assessed and authorized by the Department. If this is required, the Qualified Vendor Shall bill a unique service code as identified by the Department; and
  - f. The Qualified Vendor that has chosen to participate in the AHCCCS Agency with Choice Member-Directed Service Delivery Model might be required to provide additional training for the DSP outside of the scope of the required/standard training (CPR, First Aid, Article 9) in order to meet the unique needs of the Member as assessed and authorized by the Department. If this is required, the Qualified Vendor Shall bill using a unique service code identified by the Department.
8. This service is not intended to be used as the Member's sole source of transportation, but May be used to provide incidental transportation necessary to support the Member's program activities.
  9. Qualified Vendors Shall comply with AHCCCS's requirements for Electronic Visit Verification (EVV) to track and monitor timely service delivery and access to care for Members.
  10. Qualified Vendors Shall comply with monitoring activities as directed in the Provider Policy Manual(s), including collaboration and cooperation with the Division for all monitoring activities.

### **Personnel or Qualified Vendor Training and Qualifications**

1. DSPs delivering this service comply with all minimal training requirements specified in this Qualified Vendor Agreement at Part 5 and in the Division's

Policy Manual(s).

2. In addition, DSPs must:
  - a. Have at least three (3) months of experience implementing and documenting performance in individual programs (e.g., specific training strategies); or
  - b. Have both three (3) months of experience in providing either respite or personal care, and have received training, approved by the Department, in implementing and documenting performance; or
  - c. Perform three (3) months of habilitation services under the direct supervision of an individual who is qualified to provide habilitation as described above.
3. The Qualified Vendor and its appropriate Personnel Shall required attend administrative meetings, orientation, and various trainings required by the Department.
4. The Qualified Vendor Shall maintain Records documenting training of all DSPs and make training Records available upon request, and within ten (10) Business Days, by the Department.

**Rate Basis**

3. The Qualified Vendor Shall bill according to the Division's Policy Manual(s), Billing Manual, and Rate Book.

**PART 6, EXHIBIT M**

**HABILITATION, SUPPORTED LIVING**

**Service Description, Outcomes, and Goals**

Service Description

This service supports a Member's choice to live in and access opportunities in their communities through services offered in Supported Living. Members using Supported Living services receive a variety of interventions designed to maximize their independence including, but not limited to, habilitative therapies, skill development, behavior intervention, and sensorimotor development.

Members choose their home in the community and their roommates. Supported Living supports Members to tailor their services to the living setting that they have chosen. This service is intended to provide more flexible options for Members who wish to take a more active role in managing their living environment, while receiving the support that they need to thrive in that environment.

Outcomes

1. Members live as independently as possible and develop or enhance their independence in their home, participation in their community, and relationships with others.

Goals

1. To support the Member, in accordance with their Planning Document, to develop skills for independent living in their home, including adaptive and self-determination skills, while offering supervision and assistance to assure their health and safety.
2. To support the Member, in accordance with their Planning Document, to socialize with their housemates, their family, their friends, and community members, including providing information and access to community resources and opportunities for community participation.

Objectives

The Qualified Vendor Shall ensure that the following objectives are met:

1. Identify and respect the Member's cultural, racial, ethnic, linguistic, identified gender, sexual orientation, and religious or spiritual needs.
2. Provide services according to the Member's preferences and needs, that recognize their strengths and promote their independence.
3. Provide support appropriate for the Member's age and aligned with typical life experiences such as playing and making friends, navigating relationships and sexuality, having and raising children, exploring recreation and hobbies, using social media and technology, getting an ID card, learning to drive or accessing public transportation, going to college or vocational school, finding a career, engaging in civic life, seeking leadership or advocacy opportunities, living more independently or renting/buying a home, or transitioning into retirement.

4. Support the Member to actively participate in household decisions per the Home and Community-Based Settings Final Rule.
5. Support the Member with activities that they, and their Responsible Person, if applicable, have decided they need help with or that are documented in their Planning Document, such as:
  - a. Using specific teaching strategies to achieve identified Outcomes;
  - b. Supporting Members in developing relationships of their choice, including enhancing social skills, confidence, and problem solving for daily interactions, along with providing active support, when needed, for Members to socialize with housemates and family;
  - c. Implementing strategies to facilitate social and recreational activities that do not regiment Member initiative, autonomy, and independence in making life choices including but not limited to, daily activities, physical environment, and with whom Members interact;
  - d. Supporting Members to make informed self-determined choices about their home and community lives;
  - e. Providing opportunities for Members to participate in a range of community activities and use community resources;
  - f. Practicing daily living and independent functioning skills such as using a smart phone, using technology, shopping, using money, cooking, cleaning, self-care, monitoring and addressing emotional well-being, using community resources, navigating their community, using public/community transportation, self-medication, and first aid;
  - g. Providing assistance and training for personal, physical, mobility, and augmentative alternative communication needs;
  - h. Providing companion care to assist with, supervise and monitor personal care needs;
  - i. Implementing positive behavior support strategies, developing behavior intervention plans with the Planning Team, and coordinating with behavioral health programs for proper implementation of plans and for review of medication treatment plans when needed;
  - j. Ensuring that the Member's health needs are met, including providing follow up as ordered by the Member's primary care provider or other medical specialist, such as assistance with self-medication;
  - k. Providing transportation necessary for community or Planning Document related activities;
  - l. Implementing all therapeutic recommendations including speech, occupational, and physical therapy, and assisting Members in following special diets, exercise routines, and other therapeutic plans; and
  - m. Providing general supervision.

6. Play an active role in ensuring that services with other involved entities, including other Home and Community-Based Service providers, health care providers, schools, and vocational rehabilitation are coordinated to best meet the Member's needs.
7. Refer any identified issues or concerns related to the person's living situation, Home and Community-Based Services, health care providers, school services, or other community-based resources to the Support Coordinator in order to coordinate services to best meet the Member's needs.
8. Identify and refer for issues that require social intervention (e.g., food insecurity, unsafe housing, needed interventions or medical care, neglect, abuse).

### **Service Requirements and Limitations**

1. Qualified Vendors assist in developing the Planning Document, including:
  - a. Developing individualized, time-limited Outcomes based on the Member's and Responsible Person's vision for the future and assessed needs;
  - b. Developing a specific teaching strategy for each habilitative outcome within twenty (20) Business Days after initiation of service ~~for a new or a continuing placement~~ and whenever the Member has chosen a new outcome. The specific teaching strategy for each outcome Shall identify the schedule for implementation of the teaching strategies, frequency of services, data collection methods, and the steps to be followed to teach the new skill; and
  - c. Changing specific outcomes and/or strategies when requested by the Member or agreed upon by their Planning Team, to support continued measurable progress toward the outcome.
2. This service Shall provide for a non-licensed residential living arrangement for Members who choose where and with whom they will live and who will assume all responsibility for their residence. Generally, one (1) or more Members reside together in a private residence that is leased or owned by the Member(s) and/or their Responsible Person(s). The focus of this service is to provide habilitative support and personal care to eligible Members who have chosen to reside together and combine their resources based on the collective need for DSP support.
3. This service Shall not be provided when the Member is hospitalized.
4. For Members participating in the Arizona Health Care Cost Containment System (AHCCCS) Agency with Choice Member-Directed Service Delivery Model, the following apply:
  - a. The Qualified Vendor Shall identify in the Department's Qualified Vendor Contract Administration System (CAS) that it is participating in the AHCCCS Agency with Choice Member-Directed Service Delivery Model;

- b. The Qualified Vendor that accepts a service authorization for Attendant Care for a Member who has chosen to participate in AHCCCS's Agency with Choice Member-Directed Service Delivery Model, agrees to comply with all AHCCCS rules and policies regarding Agency with Choice, and Shall implement the Member's Planning Document;
  - c. The Qualified Vendor Shall comply with the AHCCCS Agency with Choice Member-Directed Service Delivery Model requirements and ensure that the DSP providing Attendant Care is not the Member's Responsible Person as defined by AHCCCS;
  - d. A Member participating in AHCCCS's Agency with Choice Member-Directed Service Delivery Model May request a change in Qualified Vendors at any time;
  - e. The Qualified Vendor that has chosen to participate in AHCCCS's Agency with Choice Member-directed service delivery model might be required to provide additional training for the Member or Responsible Person regarding the partnership between the Member and the Qualified Vendor as assessed and authorized by the Department. If this is required, the Qualified Vendor Shall bill a unique service code as identified by the Department; and
  - f. The Qualified Vendor that has chosen to participate in the AHCCCS Agency with Choice Member-Directed Service Delivery Model might be required to provide additional training for the DSP outside of the scope of the required/standard training (CPR, First Aide, Article 9) in order to meet the unique needs of the Member as assessed and authorized by the Department. If this is required, the Qualified Vendor Shall bill using a unique service code identified by the Department.
5. Authorizations for this service are determined based on Member needs and include the collective needs of all members in the residence. The Qualified Vendor is expected to assess the collective needs of all of the Members at the residence. The determination of collective needs May include all the Members sharing support and is revised as needs change. The Qualified Vendor is expected to assist the Department in the process of determining the service level to be authorized for the Members living at the residence. This process Should be a cooperative one that includes input from the Qualified Vendor and is approved by the Department.
  6. Qualified Vendors Shall comply with AHCCCS's requirements for Electronic Visit Verification (EVV), when applicable, to track and monitor service delivery and access to care for Members.
  7. Qualified Vendors Shall comply with monitoring activities as directed in the Provider Policy Manual(s), including collaboration and cooperation with the Division for all monitoring activities.

**Personnel or Qualified Vendor Training and Qualifications**

1. DSPs delivering this service Shall comply with all training requirements specified in the Qualified Vendor Agreement at Part 5 and in the Division's Policy Manual(s).
2. Additionally, Direct Support Professionals (DSPs) must:
  - a. Have at least three (3) months of experience implementing and documenting performance in individual programs (e.g., specific training strategies); or
  - b. Have both three (3) months of experience in providing either respite or personal care and have received training, approved by the Department, in implementing and documenting performance; or
  - c. Perform three (3) months of habilitation services under the direct supervision of an individual who is qualified to provide habilitation as described above.
3. The Qualified Vendor and its appropriate Personnel Shall attend required administrative meetings, orientation, and various training required by the Department.
4. The Qualified Vendor Shall maintain Records documenting training of all DSPs and make training Records available upon request, and within ten (10) Business Days, by the Department.

**Rate Basis**

1. The Qualified Vendor Shall bill according to the Division's Policy Manual(s), Billing Manual, and Rate Book.
2. This service can be billed on a daily or hourly basis.

**PART 6, EXHIBIT N**

**HABILITATION, GROUP HOME**

**Service Description, Outcomes, and Goals**

Service Description

This service supports a Member's choice to live in and access opportunities in their communities through services offered in their group home. Members living in group homes receive a variety of interventions designed to maximize their independence including, but not limited, to habilitative therapies, skill development, behavior intervention, and sensorimotor development.

Members are supported in a group home setting of their choice to receive services to the extent that they need them. Habilitation, Group Home supports Members to increase their independent living skills in managing their household, accessing their communities, and engaging in relationships with others. Members in group homes make choices about how they spend their time and engage in their community, and they receive support to make informed choices. Members gain skills so that they need fewer or less intensive support in their homes and communities.

Outcomes

1. Members live as independently as possible and develop or enhance their independence in their home, participation in their community, and relationships with others.

Goals

1. To support the Member, in accordance with their Planning Document, to develop skills for independent living in their home, including adaptive and self-determination skills, while offering supervision and assistance to assure their health and safety.
2. To support the Member, in accordance with their Planning Document, to socialize with their housemates, their family, their friends, and community members, including providing information and access to community resources and opportunities for community participation.

Objectives

The Qualified Vendor Shall ensure that the following objectives are met:

1. Identify and respect the Member's cultural, racial, ethnic, linguistic, identified gender, sexual orientation, and religious or spiritual needs.
2. Provide services according to the Member's preferences and needs, that recognize their strengths and promote their independence.
3. Provide support appropriate for the Member's age and aligned with typical life experiences, such as playing and making friends, navigating relationships and sexuality, having and raising children, exploring recreation and hobbies, using social media and technology, getting an ID card, learning to drive or accessing public transportation, going to college or vocational school, finding a career,

engaging in civic life, seeking leadership or advocacy opportunities, living more independently or renting/buying a home, or transitioning into retirement.

4. Provide Room and Board, Group Home, and Support the Member to actively participate in household decisions per the Home and Community-Based Settings Final Rule.
5. Support the Member with activities that they, and their Responsible Person, if applicable, have decided they need help with or that are documented in their Planning Document, such as:
  - a. Using specific teaching strategies to achieve identified Outcomes;
  - b. Supporting Members in developing relationships of their choice, including enhancing social skills, confidence, and problem solving for daily interactions, along with providing active support, when needed, for Members to socialize with housemates and family;
  - c. Supporting Members to make informed self-determined choices about their home and community lives;
  - d. Implementing strategies to facilitate social and recreational activities that do not regiment individual initiative, autonomy, and independence in making life choices including, but not limited to, daily activities, physical environment, and with whom Members interact;
  - e. Providing opportunities for Members to participate in a range of community activities and use community resources;
  - f. Practicing daily living and independent functioning skills such as using a smartphone, using technology, shopping, using money, cooking, cleaning, self-care, monitoring and addressing emotional well-being, using community resources, navigating their community, using public/community transportation, self-medication, and first aid;
  - g. Providing assistance and training for personal, physical, mobility, or augmentative alternative communication needs;
  - h. Implementing positive behavior support strategies, developing behavior intervention plans with the Planning Team, and coordinating with behavioral health programs for proper implementation of plans and for review of medication treatment plans when needed;
  - i. Ensuring that the Member's health needs are met, including providing follow up as ordered by the Member's primary care provider or other medical specialist, such as assistance with medication administration;
  - j. Providing transportation necessary for community or Planning Document related activities;
  - k. Implementing all therapeutic recommendations including speech, occupational, and physical therapy, and assisting Members in following special diets, exercise routines, or other therapeutic plans;

- I. Providing general supervision;
  - m. Providing companion care by transporting and/or accompanying the Member to medical appointments or assisting with personal care needs and/or supervising during an appointment when a medical practitioner is unable to provide such support; and
  - n. Identifying and referring for issues that require social intervention (e.g., food insecurity, unsafe housing, needed interventions or medical care, neglect, abuse).
6. Play an active role in ensuring that services with other involved entities, including other Home and Community-Based Service providers, health care providers, schools, and vocational rehabilitation are coordinated to best meet the Member's needs.
  7. Refer any identified issues or concerns related to the Member's living situation, Home and Community-Based Services, health care providers, school services, or other community-based resources to the Support Coordinator in order to coordinate services to best meet the Member's needs.
  8. Identify and refer for issues that require social intervention (e.g., food insecurity, unsafe housing, needed interventions or medical care, neglect, abuse).

### **Service Requirements and Limitations**

1. Qualified Vendors Shall assist in developing the Planning Document, including:
  - a. Developing individualized, time-limited Outcomes, based on the Member and Responsible Person's vision for the future and assessed needs;
  - b. Developing a specific teaching strategy for each habilitative outcome within twenty (20) Business Days after initiation of service for a new or a continuing placement and whenever the Member has chosen a new outcome. The specific teaching strategy for each outcome Shall identify the schedule for implementation of the teaching strategies, frequency of services, data collection methods, and the steps to be followed to teach the new skill; and
  - c. Changing specific Outcome(s) and/or strategies, when requested by the Member or agreed upon by their Planning Team to support continued measurable progress toward the Outcome.
2. In collaboration with Members, Qualified Vendors are required to develop, at a minimum, a monthly on-site and community integrated schedule of daily activities.
  - a. Daily activities and schedules are based on the Members' choice, support needs, Planning Document goals, and enrichment of life experiences. Qualified Vendors Shall allow reasonable opportunities for Members to choose and offer alternative activities, as necessary. This schedule Shall be available to the Member and Responsible Person upon request.

3. Qualified Vendors are responsible for transportation for Members for all daily living activities (e.g., community activities, visits with family and friends, shopping, school, employment, Day Treatment and Training, medical appointments), and Shall support the Member to access community transportation, as appropriate. If a Member chooses to use public transportation instead, and the choice is documented in the Planning Document, public transportation fees are the responsibility of the Member.
4. Members that want to work Shall be informed of employment services that are available to them. Members who want to work or who demonstrate work-related skills Shall be referred to their Planning Team to develop an Outcome related to employment.
5. This service is provided to Members with a range of support needs, including behavioral, physical, and medical needs, in their homes. These settings typically serve two (2) to four (4) Members, though they May serve up to six (6) Members.
6. When the Member's needs change, the Qualified Vendor Shall report and provide written notice to the Member's Support Coordinator promptly within twenty-four (24) hours of significant changes (e.g., hospitalization for a serious illness, behavioral health related hospital admission, the Member is missing, the Member becomes involved with law enforcement) or concerns with the Member's living setting (e.g., abuse or neglect). The Qualified Vendor Shall initiate a comprehensive review and participate in a cooperative planning process with the Planning Team to update and revise the Member's Planning Document. The Department's Health Care Services Personnel will be involved if the change in the Member's needs is medical in nature.
7. The Qualified Vendor Shall notify the Department within twenty-four (24) hours of admission when Members are hospitalized. This includes Members who are admitted to behavioral health facilities.
8. This service Shall not be provided when the Member is hospitalized.
9. The Qualified Vendor providing this service Shall have applied for and been awarded the service of Room and Board, and be providing the service of Room and Board, at all relevant times.
10. The Qualified Vendor Shall meet all licensing requirements.
11. Qualified Vendors Shall comply with monitoring activities as directed in the Provider Policy Manual(s), including collaboration and cooperation with the Division for all monitoring activities.

### **Personnel or Qualified Vendor Training and Qualifications**

1. DSPs delivering this service Shall comply with all training requirements specified in this Qualified Vendor Agreement (QVA) Part 5 and in the Division's Policy Manual(s).
2. Training curriculum specific to the Qualified Vendor Agreement that includes, but is not limited to:

- a. Mission and values of the Department and the community residential setting;
  - b. Orientation to Members in the residential setting;
  - c. Interactions with Members;
  - d. Communication with families;
  - e. Member rights;
  - f. Agency health and safety policies and procedures;
  - g. Safety procedures;
  - h. Medication administration, if relevant;
  - i. Seizures, if relevant;
  - j. Planning process; and
  - k. Confidentiality.
3. The Qualified Vendor Shall maintain Records for Direct Support Professionals (DSPs) documenting a minimum age eighteen (18) years, background checks, criminal records, references from non-family members, certifications, and training.
  4. The Qualified Vendor and its appropriate Personnel Shall attend administrative meetings, orientation, and various training required by the Department.
  5. The Qualified Vendor Shall maintain Records documenting training of all DSPs and make training materials and Records available upon request, and within ten (10) Business Days, by the Department.

**Rate Basis**

1. The Qualified Vendor Shall bill according to the Division's Policy Manual(s), Billing Manual, and Rate Book.
2. This service is authorized one (1) unit per day. Authorization of services for each group home are determined based on the collective needs of all the Members at the home and will be revised as needs change. The Qualified Vendor is expected to assist the Department to determine the support level to be authorized for the Members living in the home. The authorized staffing for each group home is documented in the Staffing Matrix. If the needs of the Members receiving services change, the Qualified Vendor Shall initiate the cooperative planning process with the Planning Team and the Department's Network Manager/Designee to revise the Staffing Matrix as appropriate.
3. The Qualified Vendor Shall submit a claim for payment for each Member receiving services at the per diem rate that reflects the number of housemates in the group home and the range of hours provided in a week. The per diem rate Shall reflect the lesser of (1) the authorized direct service hours documented on the approved Staffing Matrix, or (2) the actual direct service hours delivered. The Qualified Vendor May calculate the claim based on a weekly or monthly average

of weekly direct service hours at the end of the month for that month. The Division will approve the Daily Rates schedule for this service as outlined in the Division's Policy Manual(s).

**PART 6, EXHIBIT O**

**HABILITATION, BEHAVIORAL-SUPPORTED GROUP HOME**

**Service Description, Outcomes, and Goals**

Service Description

This service is not intended to be long term and length of stay is based on member need. It is designed for Members who have been deemed to need intensive behavioral supports, or who have had legally imposed restrictions placed upon them to protect both the Member and the community at large, supports the Member's choice to live in and access opportunities in their communities through services offered in their group home. Members living in Behavioral-Supported group homes receive a variety of interventions designed to maximize their independence including, but not limited to: habilitative therapies, skill development, behavior intervention, sensorimotor development, and behavior support. This service supports the Member to transition into less restrictive services when clinically appropriate.

Members receive direct support in managing their behavioral needs in a specialty-controlled environment that is tailored to meet these needs. This support helps the Member to improve their ability to self-manage and includes a variety of interventions, when needed. Members receive behavioral support with the goal of transitioning to lower levels of support after service delivery. A Behavioral-Supported Group Home supports the Member to engage in their daily life without disruption related to behavioral needs. Members are expected to experience reduced psychiatric hospitalizations, medical hospitalizations, and/or ER visits as evidenced by ongoing empirical tracking of such services. Members increase their independent living skills in managing their household, accessing their communities, and engaging in relationships with others. Members in behavioral-supported group homes make choices about how they spend their time and engage in their community, and they receive support to make informed choices. Members receive support to develop sustainable and meaningful functional social skills and sustainable community relationships with individuals who are unpaid. They receive intervention to access community activities with less support as evidenced by empirically based monthly data review.

Outcomes

1. Members live as independently as possible and develop or enhance their independence, participation in their community, and relationships with others.
2. Members live as independently as possible self-managing behavioral issues that have interfered with their full inclusion into the community and transition into less restrictive services.
3. Members experience a reduction in inpatient stays and Emergency Room utilization.

## Goals

1. To support the Member, in accordance with their Planning Document or court-ordered requirements, to develop skills for independent living, including self-management of behavior, while offering supervision and assistance to assure their health and safety.
2. To support the Member, in accordance with their Planning Document or court-ordered requirement, to socialize with their housemates, their family, their friends, and community Members in a safe and protective way. This includes providing information and access to community resources and opportunities for community participation, as well as providing information to support the Member's informed choices to transition into less restrictive services.
3. To support the Member, in accordance with their Planning Document or court-ordered participation, in a specially designed group home service that has environmental and programmatic safeguards and structures that protect the Member and their housemates, neighbors, and community Members from those behaviors that endanger the Member, other people or property, and/or interfere with the rights of others.

## Objectives

The Qualified Vendor Shall ensure that the following objectives are met:

1. Identify and respect the Member's cultural, racial, ethnic, linguistic, identified gender, sexual orientation, and religious or spiritual needs.
2. Provide services according to the Member's preferences and needs, that recognizes their strengths and promotes their independence.
3. Provide support appropriate for the Member's age and aligned with typical life experiences such as playing and making friends; navigating relationships and sexuality; having and raising children; exploring recreation and hobbies; using social media and technology; getting a license or accessing public transportation; going to college or vocational school; finding a career, engaging in civic life; seeking leadership or advocacy opportunities, moving or renting/buying a home; or transition into retirement.
4. In accordance with the Member's Planning Document, provide continuous supervision of the Member, in order to provide an immediate appropriate behavioral intervention should the Member need support to prevent actions that would further inhibit their ability to live in their community or to move to a less restrictive setting.
5. Implement measures to protect the Member and others from possible harm, as are authorized through legal interventions, and documented in the Planning Document.

6. Support the Member to actively participate in household decisions as per the Home and Community Based Settings Final Rule.
7. Support the Member with activities they, and their Responsible Person, if applicable, have decided they need help with or that are documented in their Planning Document or court order, such as:
  - a. Using specific teaching strategies to achieve identified Outcomes;
  - b. Supporting Members with intensive behavioral support needs to maximize their independence by offering positive behavior supports to help the Member recognize their strengths and manage their own behavioral needs, and to support them to have positive therapeutic measurable Outcomes;
  - c. Incorporating treatment and interventions designed to assist the Member to function safely in society and avoid offending, re-offending, or requiring a more restrictive residential service site placement (e.g., incarceration, psychiatric hospital);
  - d. Supporting the Member to develop sustainable relationships of their choice, including enhancing meaningful functional social skills, confidence, and problem solving for daily interactions, along with providing active support, when needed, for Members to socialize with housemates and family. Members may need direct training of socialization skills and interpersonal relationships;
  - e. Supporting the Member to live more independently, with less intensive intervention overtime, access the community and non-paid individuals as evidenced with empirically based data review;
  - f. Supporting Members to make informed self-determined choices about their home and community lives;
  - g. Implementing strategies to facilitate social and recreational activities that do not regiment, Member initiative, autonomy, and independence in making life choices including but not limited to, daily activities, physical environment, and with whom to interact;
  - h. Provide opportunities for Members to participate in a range of community activities and use community resources;
  - i. Practicing daily living and independent functioning skills such as using a smartphone, using technology, shopping, using money, cooking, cleaning, self-care, monitoring and addressing emotional well-being, using community resources, navigating their community, using public/community transportation, self medication, and first aid;
  - j. Assistance and training for personal, physical, mobility, or augmentative alternative communication needs;

- k. Implementing positive behavior support strategies, developing the Behavior Treatment Plan with the Planning Team, and coordinating with behavioral health programs for proper implementation of plans and for review of medication treatment plans when needed;
  - l. Providing physical intervention or enhanced staffing when needed and documented in the Behavior Treatment Plan;
  - m. Providing support for an array of behavioral challenges including physical aggression (running into others, head butting others, punching, hitting, pushing, kicking and scratching others), history of serious assaultive behaviors with intent to harm, self-injurious behavior (**SIB**) (biting, throwing self against hard surfaces, more severe forms of SIB), lack of safety awareness, and deliberately placing self in harm's way, inappropriate sexual behaviors, property destruction, disruptive sleep patterns, PICA, and making false allegations. Physical aggression and self injurious behavior may cause severe physical injury requiring medical attention;
  - n. Seeking medical attention for aggressive or self-injurious behavior that result in injury to the Member or others;
  - o. Ensuring that the Member's health needs are met, including providing follow up as ordered by the Member's Primary Care Provider or other medical specialist;
  - p. Providing transportation necessary for community or Planning Document related activities;
  - q. Implementing all therapeutic recommendations including speech, occupational, and physical therapy, and assisting Members in following special diets, exercise routines, or other therapeutic plans;
  - r. Providing onsite monthly administrative supervision and monitoring of the home;
  - s. Providing security precautions for the protection of neighbors and other community citizens to the extent possible;
  - t. Providing a structured, specialized environment for Members with general supervision;
  - u. Provide companion care by transporting and/ or accompanying to medical appointments and assisting with personal care needs and/or supervision during an appointment that a medical practitioner is unable to provide.
8. Identifying and referring for issues that require social intervention (e.g., food insecurity, unsafe housing, needed interventions or medical care, neglect, abuse).

9. Play an active role in ensuring that services with other involved entities, including other Home and Community Based Service providers, health care providers, schools, and Vocational Rehabilitation are coordinated to best meet the Member's needs.
10. Assisting the Member's Planning Team in the development of the Crisis Plan, when needed. Files reviewed during monthly administrative visits at each home Shall document that all other requirements are met.
11. Collaborate and coordinate with appropriate community resources, such as local government, parole/probation officers, and law enforcement agencies.
12. Comply with any requirements ordered by the Courts, parole/probation officers, and law enforcement agencies, or documented in the Member's Planning Document.

### **Service Requirements and Limitations**

1. Qualified Vendors providing this service agree to accept all Members identified and referred by the Department **to receive** ~~for placement in~~ Behavioral-Supported Group Home services.
2. Qualified Vendors assist in developing the Planning Document, including:
  - a. Each member shall have a Functional Behavioral Assessment (FBA) completed by the qualified clinical professional. The FBA shall be used to establish the Behavior Treatment Plan (BTP). The qualified clinical professional, in consultation with all individuals working with the client including, if appropriate, psychiatric, medical, nursing and nutrition providers, physical, occupational and speech therapists, educational personnel, behavioral health providers, group home direct care staff, home health personnel, day program staff, the member and the member's family or guardian and Division representatives, shall develop assessment outcomes that include specified targeted behavioral objectives for challenging behaviors, replacement behaviors and social inclusion strategies.
  - b. Developing individualized, time-limited Outcomes, based on the Member/Responsible Person's vision for the future and assessed needs;
  - c. Developing a specific teaching strategy for each habilitative outcome within twenty (20) Business Days after initiation of service for a new ~~or a continuing residential setting~~ placement and whenever the Member has chosen a new outcome. The specific teaching strategy for each outcome Shall identify the schedule for implementation, frequency of services, data collection methods, and the steps to be followed to teach the new skill; **and;**
  - d. Changing specific outcome(s) and/or strategies, when requested by the

Member or agreed upon by their Planning Team to support continued measurable progress toward the outcome.

3. Qualified Vendors will participate in the development of a Behavior Treatment Plan that is function-based, evidence-based, and targets functionally equivalent replacement behaviors within 30 days of the member moving into the home. Behavior Treatment Plans Must be submitted to the Department's BHA for review and to the Program Review Committee (PRC) for approval within 45 days of the member's move into the home.
4. Qualified Vendors will develop and meet objectively specified behavioral outcomes for 30, 45, and 90 days after the Member's admission into the home. Intervention benchmarks will continue to be developed and met for each successive month for the duration of time of the member's placement **the member resides in the residential** setting. These data-based objectives should result in the member's successful transition into a less restrictive residential setting.
5. Qualified Vendors are responsible for ensuring fidelity of implementation of Behavior Treatment Plans and that members receive continuous training, supervision, and support from DSPs.
6. **Qualified Vendors shall ensure that each Member has an Integrated Plan that is monitored and coordinated by the Clinical Professional to include:**
  - a. **A comprehensive assessment of a member is conducted or coordinated by the Clinical Professional, in collaboration with an multidisciplinary team that is composed of all individuals working with the member to include if appropriate: ~~Qualified Vendors will coordinate all services for the Member. Such services must meet the requirements specified by the Department.~~**
    - i. **Psychiatric, medical, nursing and nutrition providers**
    - ii. **Physical, occupational and speech therapists,**
    - iii. **Educational personnel,**
    - iv. **Behavioral health providers,**
    - v. **Direct care staff,**
    - vi. **Home health personnel,**
    - vii. **Day program staff**
    - viii. **The Member**
    - ix. **The Member's family or guardian and**
    - x. **Division representatives**

- b. Is completed for the Member within 30 calendar days after the Member's admission into the Behavioral-Supported Group Home and is updated:
  - i. No later than 12 months after the date of the Member's last comprehensive assessment, and
  - ii. When the Member experiences a significant change;
- c. Includes the following information for the Member:
  - i. Demographic information including name, date of birth, age, gender, sexual orientation, residence, primary language, language(s) spoken in the home, medical and behavioral health diagnostic information, legal status, date of the initial plan, date of revisions (and nature of revisions), assessment tools utilized, and authoring clinician's name/credentials/contact information;
  - ii. History and rationale, including the purpose of the assessment, current and relevant historical information about the member and their life, the reason and rationale the integrated treatment plan is being implemented/necessity for formalized intervention as it relates to challenging behaviors. When there is clear information on the history of trauma, it must be included in this area (note: when indicated, trauma-informed considerations must be included in all relevant content areas), describe any dangerous behaviors including topographies, intensities, associated risks, and negative outcomes. Include the risk and benefit information related to prescribed programming, which includes the potential risks of harm or other potential negative outcomes of intervention.
  - iii. Current Status, including a description of the member, family composition (siblings, etc.), family involvement, general positive information: preferred activities, reinforcers, likes, dislikes, strengths, progress and accomplishments, achievements, current health status (basic health), current behavioral status and behavioral health supports, day services (programs/settings, activities, school, employment). Summary of significant life and behavioral incidents since the previous plan review (including current health and safety risks, legal issues (if applicable), and significant changes in family dynamics (e.g., death, guardianship change).
  - iv. Social and medical history, including developmental and psychiatric.
  - v. Person-centered information to include the member's communication modality, preference assessment information and results, cultural and heritage considerations, routines and current schedule, the member's strengths and positive contributions, particular aversions, and dislikes, identify who is important in the

member's life, who is preferred and what activities are enjoyed by the member. This information should be gathered from the larger Planning Document as needed and as it relates to developing the Integrated Treatment Plan.

- vi. Current psychotropic medications including the name, prescription (dose, route of administration, etc), the reason for the prescription/diagnosis, and the date the medication started.
- vii. Summary of indirect and direct assessment methods, including:
  1. When/where the FBA was conducted,
  2. The FBA methods used (e.g. interviews with caregivers, record reviews, ABC recording techniques, behavior checklists/rating scales, functional analysis, etc.) and,
  3. The associated results and analyses (e.g. setting events/motivation operations, antecedents, and consequences associated with the target behavior). Include data results or graphical displays of findings from the FBA as appropriate. If any known non-operant conditions influence behavior, include such information in this section. In conjunction with the preparation for the shared planning meeting, the clinical professional must review the FBA and treatment data and make a determination if the functions are still valid or if the FBA must be revised and updated. A reassessment of the functions of behavior is required when data suggest treatment expectations are not being met or there has been a significant change in the status of the individual that is negatively affecting the treatment outcomes. The review of the continued validity of the FBA, or the reassessment results from the FBA, must be documented in the FBA section of the Integrated Treatment Plan annually.
- viii. Hypothesized functions of behavior, including a description and situations of occurrence for each challenging behavior that will be targeted for decrease, along with the hypothesized function(s) of behavior. Hypothesized function(s) of behavior must correspond with what are generally accepted functions of operant behavior (attention, escape, tangible, and automatic).
- ix. Behaviors targeted for decrease, including for each behavior that is targeted for decrease, an objective operational definition for each behavior that includes examples and non-examples, and methods of measurement that will be used to track each behavior, including onset/offset, and levels of severity, when applicable.
- x. Behaviors targeted for increase, including each functionally

equivalent replacement and/or alternative and adaptive behaviors that are targeted for acquisition, an objective operational definition for each replacement behavior/behavior targeted for increase, including examples and non-examples, and the method(s) of measurement that will be used to track each behavior.

- xi. Antecedent interventions, inclusive of individualized, evidence based-procedures and approaches that minimize the likelihood that challenging behavior occurs and promotes an environment in which the acquisition of the functionally equivalent replacement behaviors are more likely to occur. Include approaches that modify or minimize setting events or motivating operations that are correlated with behavior, as well as approaches that directly address the immediate antecedent or precursors. Include preventative strategies that describe environmental stimuli that should or should not be present and any de-escalation strategies that address precursor behavior.
- xii. Consequence interventions, inclusive of individualized, detailed information as to how those that are implementing this plan will respond to behaviors targeted for decrease and behaviors targeted for increase when they occur. These procedures must be 1) evidence-based and clinically indicated in regard to the hypothesized function(s) of behavior(s) to minimize reinforcement of challenging behavior(s), 2) emphasize the least restrictive, most effective treatment model based on the member's needs, learning history, and level of severity/intensity of behaviors targeted for decrease and 3) promote the acquisition of replacement behaviors and behaviors targeted for increase via appropriate provision of reinforcement (e.g. consideration of the matching law, schedule of reinforcement, inclusion of preferences/known reinforcers to increase desired behavior(s), and expectations of learning environment and associated learning materials or teaching conditions).
- xiii. Environmental assessment, that includes analysis of the physical and social environment(s) to identify what is going well and identify any barriers. A supportive physical and social environment should provide a member with access to meaningful activities while maintaining safety, respect and dignity. The assessment should include: physical setting benefits and/or barriers, social setting benefits and/or barriers, staffing ratio, services assessment, and any necessary environmental considerations or modifications necessary for the member. Any justification for the use of restricted procedures must be first approved by the Program Review Committee prior to implementation.
- xiv. Safety and crisis guidelines, including objective description of the topographies, intensities, and/or related negative outcomes of

severe and dangerous behavior and the supports necessary to ensure the safety of the individual and others. This section must also include -escalation techniques, physical intervention techniques, and information as to any safety gear to be available when working with the member, specific crisis protocols and/or indications as to where to obtain these protocols and/or any other safety precautions to promote both the safety of the member, and the safety of others in the environment.

1. Plan for training, that includes the proposed plan to train staff or others that will be implementing the plan. Quality training consists of delivering information on staff expectations per the plan and data collection once it is developed, as well as providing opportunities for staff to practice skills that are to be performed when providing support to an individual (e.g. using a behavioral skills training model for staff training). Training plans must include how often data will be obtained and reviewed by the clinical professional. The care plan will outline specifics on the plan of training to include how planning will be provided to key stakeholders, both initially and ongoing. When delivering training, the behaviorist must keep a record of those that have been trained on the BP by the clinical professional.
- xv. An evaluation of the Member's hearing, speech, and vision;
  - xvi. An evaluation of the Member's ability to understand and recall information;
  - xvii. An evaluation of the Member's ability to perform activities of daily living;
  - xviii. Need for a mobility device;
  - xix. An evaluation of the Member's ability to control their bladder and bowels;
  - xx. Any diagnosis that impacts rehabilitation services or other physical health services or behavioral care that the Member may require;
  - xxi. Any medical conditions that impact the Member's functional status, quality of life, or need for nursing services;
  - xxii. An evaluation of the Member's ability to maintain adequate nutrition and hydration;
    1. An evaluation of the Member's oral and dental status;
    2. An evaluation of the condition of the Member's skin;
    3. Identification of any medication or treatment administered to

the Member during the evaluation period that includes the time the comprehensive assessment was conducted;

4. Identification of any treatment or medication ordered for the Member;
  5. Identification of interventions that may support the Member towards independence;
  6. Identification of any assistive devices needed by the Member;
  7. The name and title of the interdisciplinary team members who participated in the resident's comprehensive assessment;
  8. Potential for habilitation, including the resident's strengths and specific developmental or behavioral health needs; and
  9. Potential for the Member to transition into less restrictive services when clinically appropriate;
- xxiii. Is signed and dated by the clinical professional who conducts or coordinates the comprehensive assessment or review; and
- xxiv. Is used to determine or update the Member's acuity;
- xxv. If any of the conditions in subsections of the assessment tool are answered in the affirmative during the comprehensive assessment or review, a behavioral health professional reviews a resident's comprehensive assessment or review and individual program plan to ensure that the resident's needs for behavioral care are being met;
- xxvi. A new comprehensive assessment is not required for a Member who is hospitalized and readmitted to the BSGH unless a physician, an individual designated by the physician, or the clinical professional determines the Member has a significant change in condition; and
- xxvii. A Member's comprehensive assessment is reviewed at least once every ninety (90) days after the date of the current comprehensive assessment to determine if the interventions in the plan are effective and if there is a significant change in the resident's condition by the clinical professional;
- xxviii. If the Member has a nursing care plan or medical care plan the Qualified Vendor will coordinate all services for the Member. Such services must meet the requirements specified by the Division.
- xxix. Qualified Vendors will coordinate all services for the Member. Such

services must meet the requirements specified by the Division.

7. Qualified Vendors Must have staff sufficiently trained to implement the Member's Behavioral Treatment Plan to fidelity. Treatment fidelity includes monitoring/supervision to ensure that the member's behavior plan is being run accurately and consistently.
8. Qualified Vendors Must document:
  - a. Behaviorally based intensive individualized intervention applied for each Member;
  - b. Targeted behaviors tracked on daily basis and graphically tabulated; and
  - c. Data-driven behavioral assessment that begins when a member moves into the home.
9. In collaboration with Members, Qualified Vendors are required to develop, at a minimum, a monthly on-site/community integrated schedule of daily activities.
  - a. Daily activities and schedules are based on the Members' choice, support needs, Planning Document goals, and enrichment of life experiences. Qualified Vendors Must allow reasonable opportunities for Members to choose and offer alternative activities, as necessary. This schedule Shall be available to the
    - i. Member/Responsible Person upon request.
10. Qualified Vendors are responsible for transportation for Members for all daily living activities (e.g., community activities, visits with family and friends, shopping, school, employment, day treatment and training, medical appointments), and support the Member to access community transportation, as appropriate. If a Member chooses to use public transportation instead, and the choice is documented in the Planning Document, public transportation fees are the responsibility of the Member.
11. Members that want to work should be informed of employment services that are available to them. Members who want to work or demonstrate work-related skills Shall be referred to their Planning Team to develop an outcome related to employment.
12. This service is provided to Members with a range of support needs, including behavioral, physical, and medical needs in their homes. These settings typically serve two (2) to four (4) Members; though they may serve up to six (6) Members.
13. When the Member's needs change, the Qualified Vendor Shall report and provide written notice to the Member's Support Coordinator promptly within twenty-four (24) hours of significant changes (e.g., hospitalization for a serious

illness, behavioral health related hospital admission, the Member is missing, the Member becomes involved with law enforcement) or concerns with living setting (e.g., abuse or neglect). The Qualified Vendor Shall be obligated to initiate a comprehensive review and participate in a cooperative planning process with the Planning Team to update and revise the Member's Planning Document. The Department's Health Care Services staff will be involved when the change in the Member's need is medical in nature.

14. The Qualified Vendor Shall notify the Department when Members are hospitalized within twenty-four (24) hours of admission. This includes Members who are admitted to behavioral health facilities.
15. This service Shall not be provided when the Member is hospitalized.
16. The Qualified Vendor providing this service Shall have applied for and been awarded the service of Room and Board, and be providing the service of Room and Board, at all relevant times.
17. The Qualified Vendor Shall meet all licensing requirements.
18. Qualified Vendors Must cooperate and collaborate with the Department's quality monitoring.

#### **Staff or Qualified Vendor Training and Qualifications**

1. The Qualified Vendor Shall comply with all minimal training requirements specified in the Quality Vendor Agreement (QVA) including:
  - a. Cardiopulmonary Resuscitation (CPR) and First Aid provided or sponsored by a Nationally recognized organization, with in-person skills demonstration, such as chest compressions and first aid. CPR and first aid certification Must be maintained;
  - b. Article 9, Managing Inappropriate Behaviors by instructors certified by the Department and following the Department's training and testing guidelines;
  - c. Specific training indicated in the Member's Planning Document or as requested by the Member/Responsible Person, and/or the Department;
  - d. Prevention and Support, as indicated on the Member's Planning Document and must be provided by an instructor certified by the Division; Training on the needs of the specific Member serviced and the operations of the Qualified Vendor's program;
  - e. **Positive Behavior Support by instructors verified by the Department and following the Department's training and testing guidelines.**
  - f. Additional skills needed to address the special or extraordinary needs of the Member as required by the Member's Planning Document; and

- g. Training curriculum specific to the Qualified Vendor that includes, but is not limited to:
  - i. Mission and values of the Department and the community residential setting;
  - ii. Orientation to Members in the residential setting;
  - iii. Interactions with Members;
  - iv. Communication with families;
  - v. Member rights;
  - vi. Agency health and safety policies and procedures;
  - vii. Safety procedures;
  - viii. Medication administration, if relevant;
  - ix. Seizures, if relevant;
  - x. Planning process; and
  - xi. Confidentiality.
2. The Qualified Vendor Shall maintain Records for Direct Support Professionals (DSPs) documenting age above eighteen (18) years, background checks, criminal Record, references from non-family Members, certifications, and training.
3. DSPs must have both:
  - a. One year experience working directly with persons with dual disorders, including psychiatric disorders and developmental disabilities, who engage in behaviors that are disruptive, socially inappropriate or harmful, or dangerous to self or others, that interfere with functioning and quality of life or that may cause destruction of property, and
  - b. Specialized training in applied behavior analysis and positive behavioral supports to include:
    - i. Specialized training in applied behavior analysis includes initial training, minimum of forty (40) hours that includes content around measurement, assessment, skill acquisition, behavior reduction, documentation and reporting, and professional conduct. DSPs must complete annual training of twenty (20) hours on ongoing professional development topics.
    - ii. Specialized training in positive behavior supports includes completion of DDD curriculum “Positive Behavior Supports” and passing the competency assessment at or above 80%.

4. All DSPs must demonstrate competency in knowledge, application & generalization of skills to novel situations.
5. All DSPs must participate in ongoing training to assure the acquisition of specified behavioral and program components inclusive of assessment and measurement of behavior, skill acquisition strategies, behavior prevention and reduction, documentation/reporting, professional conduct/scope of practice, and ability to promote independence.
6. All DSPs must participate in direct observation to ensure they exhibit a willingness to engage with Member(s) in a positive, instructive, and nurturing manner. Direct observation must include recorded qualitative and quantitative data reflecting Staff and Member engagement.
- ~~7. Lead staff Must be present in the home or community with members during each shift and have two (2) years of experience in direct support and treatment of individuals with an intellectual and/or developmental disability and challenging behavior, and specialized training in applied behavior analysis and positive behavioral supports, or two (2) years of experience in Behavioral Health, AND
  - a. Be certified as a Registered Behavioral Technicians (RBT) approved by the Behavior Analyst Certification Board (BACB) with adherence to BACB's current RBT task list (<https://www.bacb.com>), in the areas of intellectual and/or development disability and challenging behavior; OR
  - b. A Master's degree in Psychology, Social Work, or Counseling w/an emphasis in clinical work or rehabilitation substitutes for the required experience or a Bachelor's degree in above fields and emphasis.~~
- ~~8. At least fifty percent (50%) of the DSPs must meet the requirements of a Behavioral Health Technician (BHT) with experience and expertise in intellectual and/or developmental disabilities and challenging behavior. A BHT is an individual who is not a behavioral health professional who provides direct services, with clinical oversight by a Behavioral Health Professional (BHP) licensed under A.R.S. Title 32, Chapter 33.~~
- ~~9. DSPs who are not lead staff must have one year experience providing direct support to individuals with intellectual and/or developmental disabilities or dual diagnosis, challenging behavior, and have specialized training in applied behavior analysis and positive Behavioral supports
  - a. Supporting people with intellectual and/or developmental disabilities;
  - b. Supporting people with challenging behaviors;
  - c. Implementing Applied Behavior Analysis (ABA) programs.~~
10. All DSPs must demonstrate competency in knowledge, application & generalization of skills to novel situations.

- ~~11. All DSPs must participate in ongoing training to assure acquisition of specified behavioral and program components inclusive of assessment and measurement of behavior, skill acquisition strategies, behavior prevention and reduction, documentation/reporting, professional conduct/scope of practice, and ability to promote independence.~~
- ~~12. All DSPs must participate in direct observation to ensure they exhibit a willingness to engage with Member(s) in a positive, instructive, and nurturing manner. Direct observation must include recorded qualitative and quantitative data reflecting Staff and Member engagement.~~
- ~~13. Clinical oversight must be provided by an independently licensed BHP. BHP means an individual licensed under A.R.S. Title 32 whose scope of practice allows the individual to: a. Independently engage in the practice of behavioral health as defined in A.R.S. § 32-3251; or b. Except for a licensed substance abuse technician, engage in the practice of behavioral health as defined in A.R.S. § 32-3251 under direct supervision as defined in A.A.C. R4-6-101. A BCBA is preferred.~~
  - ~~a. With Department approval, Qualified Vendors may temporarily use a sub contracted clinical consultant to meet the program and clinical oversight requirements. The consultant must have obtained a master's degree, have two years of experience, be independently licensed as a BHP, and have specialized training in applying behavioral interventions, including applied behavior analysis and positive behavioral supports.~~
14. The Qualified Vendor must provide clinical oversight in accordance with the Member's Planning document, with a minimum of ten (10) hours provided each week with fifty percent (50%) of the hours provided onsite.
  - a. Four (4) hours of clinical oversight Must include behavioral assessment interventions **and protocol modifications** for each Member each month.
  - b. Additional clinical oversight activities may include, but are not limited to:
    - i. Observation of DSP and Member interactions, provision of direct staff monitoring, staff feedback, and staff training;
    - ii. Analysis of metrics and accountability;
    - iii. Reporting to the Member and their PCSP Team;
    - iv. Attendance at Behavioral-Supported Group Home as required by the Division; and
    - v. Review and debriefing of **sentinel** special-incidents **as defined in the Provider Manual CH 70**, using the DDD/BHA Incident Debriefing Form for behavioral incidents that result in medical attention, crisis, and police involvement.

15. ~~In the event the vendor experiences a lapse in BHP it will notify the Division and provide a weekly written notification of the efforts undertaken to secure a replacement.~~
16. The Qualified Vendor and/or appropriate staff will attend administrative meetings, orientation, and various training required by the Department.
17. The Qualified Vendor Shall maintain Records documenting training for all DSPs and make training and Records available upon request by the Department.

**Rate Basis**

1. The Qualified Vendor will bill according to the Division's Policies and Procedures Manual, Billing Manual, Rate Book or through a negotiated rate process.
2. This service is authorized for the day. Authorization of services for each group home are determined based on the collective needs of all of the Members at the home and will be revised as needs change. The Qualified Vendor is expected to assist the Department to determine the support level to be authorized for the Members living in the home. The authorized staffing for each group home is documented in the Staffing Matrix. If the needs of the Members receiving services change, the Qualified Vendor is obligated to initiate the cooperative planning process with the Planning Team and the Department's Network Manager/designee to revise the Staffing Matrix as appropriate.
3. The Qualified Vendor Shall submit a claim for payment for each Member receiving services at the *per diem* rate that reflects the number of housemates in the group home and the range of hours provided in a week. The *per diem* rate Shall reflect the lesser of (1) the authorized direct service hours documented on the approved Staffing Matrix, or (2) the actual direct service hours delivered. The Qualified Vendor May calculate the claim based on a weekly or monthly average of weekly direct service hours at the end of the month for that month. The Network Manager or designee will approve the Daily Rates schedule for this service.

**PART 6, EXHIBIT P**

**HABILITATION, NURSING SUPPORTED GROUP HOME**

**Service Description, Outcomes, and Goals**

Service Description

This service, designed for Members that require continuous nursing intervention and/or nursing oversight, supports the Member's choice to live in and access opportunities in

their communities with services offered in their group home that support Members to maintain optimal health. Members living in Nursing Supported Group Homes receive a variety of interventions designed to maximize their independence including, but not limited to: habilitative therapies, skill development, behavior intervention, sensorimotor development, and nursing support.

Members are supported in a nursing supported group home setting of their choice to receive nursing support. Nursing Supported Group Home supports Members to meet their specific health needs in a setting uniquely adapted to those needs. Members increase their independent living skills in their household, accessing their communities, and engaging in relationships with others. Members using Nursing Supported Group Homes make choices about how they spend their time and engage in their community, with support to make informed choices. Members gain skills so that they need fewer or less intensive support in their homes and communities, as well as in managing their health needs.

### Outcomes

1. Members live as independently as possible and develop or enhance their independence in their home, participation in their community, relationships with others, and management of their health conditions.

### Goals

1. To support the Member, in accordance with their Planning Document and relevant treatment and health plans, to develop skills for independent living in their home, including adaptive and self-determination skills, while offering supervision and assistance to assure their health and safety.
2. To support the Member, in accordance with their Planning Document and relevant treatment and health plans, to socialize with their housemates, their family, their friends, and community Members, including providing information and access to community resources and opportunities for community participation.
3. To support the Member, in accordance with their Planning Document and relevant treatment and health plans, in a specially designed group home equipped with nursing support to ensure optimal health of Members who require continuous nursing intervention and oversight.

### Objectives

The Qualified Vendor Shall ensure that the following objectives are met:

1. Identify and respect the Member's cultural, racial, ethnic, linguistic, identified gender, sexual orientation, and religious or spiritual needs.
2. Provide services according to the Member's preferences and needs, that recognizes their strengths and promotes their independence.
3. Provide support appropriate for the Member's age and aligned with typical life experiences such as playing and making friends, navigating relationships and sexuality, having and raising children, exploring recreation and hobbies, using

social media and technology, getting an ID card, learning to drive or accessing public transportation, going to college or vocational school, finding a career, engaging in civic life, seeking leadership or advocacy opportunities, living more independently or renting/buying a home, or transition into retirement.

4. Provide Room and Board, Group Home and Support the Member to actively participate in household decisions as per the Home and Community-Based Settings Final Rule.
5. Support the Member with activities that they, and their Responsible Person, if applicable, have decided they need help with or that are documented in their Planning Document, such as:
  - a. Using specific teaching strategies to achieve identified Outcomes;
  - b. Supporting Members in developing relationships of their choice, including enhancing social skills, confidence, and problem solving for daily interactions, along with providing active support, when needed, for Members to socialize with housemates and family;
  - c. Supporting Members to make informed self-determined choices about their home and community lives;
  - d. Implementing strategies to facilitate social and recreational activities that do not restrict, individual initiative, autonomy, and independence in making life choices including but not limited to, daily activities, physical environment, and with whom Members interact;
  - e. Providing opportunities for Members to participate in a range of community activities and use community resources;
  - f. Practicing daily living and independent functioning skills such as using a smartphone, using technology, shopping, using money, cooking, cleaning, self-care, monitoring and addressing emotional well-being, using community resources, navigating their community, using public/community transportation, self-medication, and first aid;
  - g. Providing assistance and training for personal, physical, mobility, or augmentative alternative communication needs;
  - h. Implementing positive behavior support strategies, developing behavior intervention plans with the Planning Team, and coordinating with behavioral health programs for proper implementation of plans and for review of medication treatment plans when needed;
  - i. Ensuring that the Member's health needs are met, including providing follow up as ordered by the Member's Primary Care Provider or other medical specialist, such as assistance with medication administration;
  - j. Providing transportation necessary for community or Planning Document related activities, and ensuring the Member's health during transportation;

- k. Implementing all therapeutic recommendations including speech, occupational, and physical therapy, and assisting Members in following special diets, exercise routines, or other therapeutic plans;
  - l. Providing general supervision;
  - m. Providing companion care by transporting and/or accompanying the Member to medical appointments or assisting with personal care needs and/or supervising during an appointment when a medical practitioner is unable to provide such support; and
- 6. Play an active role in ensuring that services with other involved entities, including other Home and Community-Based Service providers, health care providers, schools, and Vocational Rehabilitation are coordinated to best meet the Member's needs.
  - 7. Refer any identified issues or concerns related to the person's living situation, home and community-based services, health care providers, school services, or other community-based resources to the Support Coordinator in order to coordinate services to best meet the Member's needs.
  - 8. Identify and refer for issues that require social intervention (e.g., food insecurity, unsafe housing, needed interventions or medical care, neglect, abuse).
  - 9. Ensure that needs which require nursing support are appropriately prescribed by a qualified and licensed physician and that all professional nursing tasks are provided in accordance with the Arizona Nurse Practice Act, including the required supervision of Licensed Practical Nurses (LPNs).

### **Service Requirements and Limitations**

- 1. Qualified Vendors assist in developing the Planning Document, including:
  - a. Developing individualized, time-limited Outcomes, based on the Member/Responsible Person's vision for the future and assessed needs;
  - b. Developing a specific teaching strategy for each habilitative Outcome within twenty (20) Business Days after initiation of service for a new or a continuing **residential setting** ~~placement~~ and whenever the Member has chosen a new Outcome. The specific teaching strategy for each Outcome Shall identify the schedule for implementation, frequency of services, data collection methods, and the steps to be followed to teach the new skill; and
  - c. Changing specific Outcome(s) and/or strategies, when requested by the Member or agreed upon by their Planning Team to support continued measurable progress toward the Outcome.
- 2. In collaboration with Members, Qualified Vendors are required to develop, at a minimum, a monthly on-site/community integrated schedule of daily activities.
  - a. Daily activities and schedules are based on the Members' choice, support needs, Planning Document goals, and enrichment of life experiences. Qualified Vendors Shall allow reasonable opportunities for Members to

choose and offer alternative activities, as necessary. This schedule Shall be available to the Member/Responsible Person upon request.

3. The focus of this residential service is to meet the needs of Members that require continuous nursing intervention and/or nursing oversight. Nursing support is to be scheduled in this group home on a 24/7 basis. The need for this level of nursing intervention will be determined by an assessment by the Department's Health Care Services Manager or designee. Direct Support Professionals ~~service Personnel~~ that do not possess nursing credentials will have primary responsibility for carrying out habilitative outcomes that are not required to be performed by a nurse.
4. This service is not appropriate for Members who have only an unplanned intermittent need for nursing.
5. Qualified Vendors are responsible for transportation for Members for all daily living activities (e.g., community activities, visits with family and friends, shopping, school, employment, Day Treatment and Training, medical appointments), and support the Member to access community transportation, as appropriate. If a Member chooses to use public transportation instead, and the choice is documented in the Planning Document, public transportation fees are the responsibility of the Qualified Vendor.
6. Members that want to work should be informed of employment services that are available to them. Members who want to work or demonstrate work-related skills Shall be referred to their Planning Team to develop an Outcome related to employment.
7. This service Shall be provided to Members in a residential setting that typically serves four (4) to six (6) Members who require regular nursing intervention and/or oversight, each of whom has a twenty-four (24) hour planned and defined schedule of nursing responsibilities. In addition, all supplies and equipment in support of nursing intervention and/or oversight Shall be available in the home.
8. When the Member's needs change, the Qualified Vendor Shall report and provide written notice to the Member's Support Coordinator promptly within twenty-four (24) hours of significant changes (e.g., hospitalization for a serious illness, behavioral health related hospital admission, the Member is missing, the Member becomes involved with law enforcement) or concerns with living setting (e.g., abuse or neglect). The Qualified Vendor Shall be obligated to initiate an intensive review and cooperative planning process with the Planning Team to update and revise the Member's Planning Document. The Department's Health Care Services Personnel will be involved when the change in the Member's need is medical in nature.
9. The Qualified Vendor Shall notify the Department when Members are hospitalized within twenty-four (24) hours of admission. This includes Members who are admitted to behavioral health facilities.
10. When the Member's needs change, the Qualified Vendor Shall report and provide written notice to the Member's Support Coordinator promptly within

twenty-four (24) hours of significant changes (e.g., hospitalization for a serious illness, behavioral health related hospital admission, the Member is missing, the Member becomes involved with law enforcement) or concerns with the Member's living setting (e.g., abuse or neglect). The Qualified Vendor Shall initiate a comprehensive review and participate in a cooperative planning process with the Planning Team to update and revise the Member's Planning Document. The Department's Health Care Services Personnel will be involved if the change in the Member's needs is medical in nature.

11. Prior to initiation of this service and at least annually thereafter (and more frequently if required by the Department), a nursing support assessment Shall be performed by the Department's Health Care Services. Initial authorization and/or continuation of this service May also depend on Arizona's Health Care Cost Containment System (AHCCCS) approval and cost-effectiveness.
12. The Qualified Vendor Shall ensure sufficient Personnel are provided for the health and safety of each resident.
13. This service Shall not be provided when the Member is hospitalized.
14. The Qualified Vendor providing this service Shall have applied for and been awarded the service of Room and Board, and be providing the service of Room and Board, at all relevant times.
15. The Qualified Vendor Shall meet all licensing requirements.
16. Qualified Vendors Shall comply with monitoring activities as directed in the Provider Policy Manual(s), including collaboration and cooperation with the Division for all monitoring activities.

### **Personnel or Qualified Vendor Training and Qualifications**

2. DSPs delivering this service must comply with all training requirements specified in the Qualified Vendor Agreement (QVA) Part 5 and in the Division's Policy Manual(s).
3. Training curriculum specific to the Qualified Vendor that includes, but is not limited to:
  - a. Mission and values of the Department and the community residential setting;
  - b. Orientation to Members in the residential setting;
  - c. Interactions with Members;
  - d. Communication with families;
  - e. Member rights;
  - f. Agency health and safety policies and procedures;
  - g. Safety procedures;
  - h. Medication administration, if relevant;
  - i. Seizures, if relevant;

- j. Planning process; and
  - k. Confidentiality.
3. The Qualified Vendor Shall maintain Records for DSPs documenting age above eighteen (18) years, background checks, criminal Record, references from non-family Members, certifications, and training.
  4. In addition to required trainings, Personnel Shall:
    - a. Be licensed in accordance with Arizona law and rules (e.g., Nurse Practice Act) to perform the skilled tasks and duties necessary to provide nursing support;
    - b. Have the requisite supervision required by Arizona law and rules; and
    - c. Obtain and maintain the required prescriptions and orders from the prescribing healthcare provider.
  5. The Qualified Vendor and/or appropriate Personnel will attend administrative meetings, orientation, and various training, as required by the Department.
  6. The Qualified Vendor Shall maintain Records documenting training for all DSPs and make training and Records available upon request, and within ten (10) Business Days, by the Department.

**Rate Basis**

1. The Qualified Vendor Shall bill according to the Division's Policy Manual(s), Billing Manual, and Rate Book.
2. Authorization of services for each group home are determined based on the collective needs of all of the Members at the home and will be revised as needs change. The Qualified Vendor is expected to reach an agreement regarding nursing supporting the site through a collaborative process that includes input from the Qualified Vendor, Planning Team, Department's Network Manager/designee, and the Department's Health Care Services.

**PART 6, EXHIBIT Q**

**HABILITATION, VENDOR SUPPORTED DEVELOPMENTAL HOME  
(CHILD AND ADULT)**

**Service Description, Outcomes, and Goals**

Service Description Vendor Supported Developmental Home (Child and Adult)

This service supports a Member's choice to live in and access opportunities in their communities through services offered in a family-based home. Members living in Vendor Supported Developmental Homes receive a variety of interventions designed to maximize their independence including, but not limited to: habilitative therapies, skill development, behavior intervention, and sensorimotor development, and coordination of habilitation services.

Members are supported by paid caregivers, called Developmental Home Providers, who offer family-like services to meet their needs in a Developmental Home of their choice. A Vendor Supported Developmental Home enables Members to live in a family-like setting and have their needs met in a holistic way. Members who live in Developmental Homes receive consistent support, so that the Member can choose how they spend their time and can make informed choices.

Outcomes

1. Members live as independently as possible and develop or enhance their independence in their home, participation in their community, and relationships with others.

Goals

The Qualified Vendor Shall ensure that Developmental Home Provider(s):

1. Support the Member, in accordance with their Planning Document, to develop skills for independent living in their home, including adaptive and self-determination skills, while offering supervision and assistance to assure their health and safety.
2. Support the Member, in accordance with their Planning Document, to socialize with their housemates, their family, their friends, and community Members, including providing information and access to community resources and opportunities for community participation.

Objectives

The Qualified Vendor shall:

1. Establish, support, and maintain licensed Developmental Homes to meet the network needs of the Department and individual needs of the Member(s).
2. Develop and implement strategies to ensure Developmental Home Providers obtain and maintain all appropriate licenses. The strategies Shall include methods for monitoring and retention of homes that protect the physical, emotional, and mental well-being of each Member.

3. Provide or arrange for training to Developmental Home Providers as approved by the Department and as outlined in the Division's Policy Manual(s). In addition to the above, for Child Developmental Homes, the training curriculum Shall meet the standards required by the Arizona Department of Child Safety (ADCS) for foster care licensure. The child welfare training Shall be delivered by an individual certified by the ADCS to provide this training.
4. Provide the Developmental Home Providers, at the time of each Member's service placement or within five (5) Business Days, the Member's information which includes the Planning Document, behavior intervention plans, and other pertinent information such as confidential information on health, education, and social aspects of the Member.
5. Work with the Developmental Home Provider(s) toward meeting the needs of each Member as identified by the Member or in each Member's Planning Documents.
6. Provide monitoring and oversight and corrective action, as necessary, to ensure performance and address non-compliance with the approved Subcontract, service specifications, and licensing rules.
7. Report to the Department any corrective actions issued to the Developmental Home Provider.
8. Provide monthly in Person consultation, monitoring, and support to the Developmental Home Provider to support the needs of the Member(s); this May include, but is not limited to programmatic support and monthly Developmental Home Provider support groups.
9. Be available to provide assistance in emergencies for each Member.
10. Assist each Member's Planning Team in assessing each referred Member for an appropriate match with a Developmental Home Provider and participate in the development of the Planning Document.
11. Assist in the review and update of the Planning Documents for each Member. It is recommended that the review and update Shall include the Member, the Member's Responsible Person, and the Developmental Home Provider.
12. Assess progress toward achievement of the Outcomes documented in each Member's Planning Document with input and participation from the Developmental Home Providers, Member(s), and the Member's Responsible Person.
13. Advise and assist each Member and other people important to the Member to understand the nature of Vendor Supported Developmental Home services.
14. Facilitate and assist each Member in maintaining relationships with the Member's family and other people important to the Member.
15. Work with the Developmental Home Provider's schedule to facilitate visitation with each Member's family and other people important to the Member.

16. Arrange or facilitate access to paid or unpaid services to meet each Member's needs.
17. Arrange for a qualified alternative caregiver to ensure that the Developmental Home Provider receives a break from care, as outlined in the Alternative Care and Supervision Plan.
18. Work cooperatively with all entities for continuity of services for each Member.
19. Ensure that each Developmental Home site is documented as an administrative and service site in the CAS. Each physical location shall be documented and updated as necessary to ensure the information is current and accurate.
20. Not transfer the license of a Developmental Home Provider to another Qualified Vendor if the home is under a Corrective Action Plan.
21. Cooperate with other Qualified Vendors in transferring the Developmental Home Provider's license by sharing licensing information with the new vendor and releasing licensing Records (with appropriate consent from the Developmental Home Provider) to the new vendor.
22. Adhere to and comply with the requirements for service delivery as outlined in this QVA.
23. Comply with oversight and monitoring activities performed by the Department and the Qualified Vendor to ensure compliance with the QVA, compliance with the Subcontract, and maintenance of proper certification.
24. Participate and cooperate with the Department, as needed, in the development and implementation of corrective action plans.
25. Play an active role in ensuring that services with other involved entities, including other Home and Community-Based Service providers, health care providers, schools, and Vocational Rehabilitation are coordinated to best meet the Member's needs.
26. Refer any identified issues or concerns related to the person's living situation, home and community-based services, health care providers, school services, or other community-based resources to the Support Coordinator in order to coordinate services to best meet the Member's needs.
27. Identify and refer for issues that require social intervention (e.g., food insecurity, unsafe housing, needed interventions or medical care, neglect, abuse).

### **Service Requirements and Limitations**

1. The Qualified Vendor shall:
  - a. Enter into a Subcontract with a licensed Developmental Home Provider for the provision of Habilitation, Vendor Supported Developmental Home (Child and Adult) service to be provided under the QVA (see the Developmental Home Subcontract in Part 7D). The Qualified Vendor shall provide copies of the Subcontract with Developmental Home Providers to the Department upon request;

- i. The Qualified Vendor May not amend the Scope of Work of the Subcontract, except to add additional requirements (e.g., training) or duties, but May not encompass fewer requirements than those outlined in the Subcontract.
- b. Have an approved Subcontract with each Developmental Home Provider prior to **the Member(s) moving in** ~~placement of Member(s)~~;
- c. Be legally responsible for the Subcontractor's performance. The Subcontract May not operate to terminate or limit the legal responsibility of the Qualified Vendor to assure that all activities carried out by the Developmental Home Provider conform to the requirements of the QVA;
- d. Provide copies of the Qualified Vendor Agreement service specifications, and any updates to the services specifications to the Developmental Home Provider for:
  - i. Habilitation, Vendor Supported Developmental Home (Child and Adult), and
  - ii. Room and Board, Vendor Supported Developmental Home (Child and Adult).
- e. Establish, support, and maintain Developmental Homes to meet the needs of Members with developmental disabilities;
- f. Recruit Developmental Home Providers, complete home studies, offer training, Technical Assistance, monitoring, support, and oversight of Developmental Home Providers, and recommend licensing/re-licensing and/or certification of child and adult Developmental Home Providers or child developmental certified homes. For this Service Specification Developmental Home Provider includes licensed adult Developmental Home Providers and/or child developmental certified homes;
- g. Support the retention of homes that protect the physical, emotional, social, and mental well-being of the Member(s);
- h. Assist the Member's Planning Team to assess and match each Member with a Developmental Home Provider, including ensuring that the license has the appropriate parameters to **receive Member(s)** ~~accept placement~~, and participate as a Planning Team member in the development of the Planning Document and ongoing planning for the Member(s);
- i. Conduct new **setting** ~~placement~~ visits, home visits, annual renewal visit and document in Quick Connect as required in the Developmental Home Services policy located in the Division's Policy Manual(s);
- j. Provide ongoing monthly in Person consultation and support to the Developmental Home Provider to support the **ongoing residence of Member(s)** ~~placement~~, including programmatic support, or other activities such as monthly Developmental Home Provider support groups;

- k. Work cooperatively with all entities for continuity of services for the Member;
  - l. Provide support services necessary to maintain the continuity of the living arrangement.
  - m. Develop an alternative care and supervision plan to meet the needs of the Developmental Home Provider and Member(s):
    - i. Arrange for a qualified alternative caregiver to ensure that the Developmental Home Provider receives a break from care, as outlined in the Alternative Care and Supervision Plan, and
    - ii. Verify the credentials of the alternative caregiver.
  - n. Monitor each Developmental Home for compliance with all licensing and policy requirements governing Developmental Homes;
  - o. Assess the need for support to each Developmental Home based on the collective needs of the Members living in the home;
  - p. Ensure that the Member who is authorized for this service receives support twenty-four (24) hours each day, including those times when the Developmental Home Provider is being relieved by the alternative caregiver, and
  - q. Ensure that its Developmental Homes are licensed.
2. This service Shall be provided to a Member who resides in a licensed Developmental Home (child or adult) that is operated by a licensed Developmental Home Provider who has executed a Developmental Home Subcontract with the Qualified Vendor.
  3. This service Shall not be provided when the Member is hospitalized.
  4. An owner or primary interest in a Qualified Vendor Agency May only act as a licensed Developmental Home Provider pursuant to an executed Developmental Home Subcontract with another Qualified Vendor.
  5. A Qualified Vendor May not delegate, assign, or Subcontract the following services: recruitment of Developmental Home Providers, home studies, Technical Assistance, monitoring, support, oversight of Developmental Home Providers, and recommendation of licensing/re-licensing and/or certification of child and adult Developmental Homes unless the Department has provided its written consent to such delegation, assignment, or subcontract.
  6. The Qualified Vendor May not enter into Subcontracts with Family Members of the owner or primary interest or any employee of the same Qualified Vendor (or of the principals or employees of the Qualified Vendor if the Qualified Vendor is a corporation or other entity) for the provision of Developmental Home services. For purposes of this section, Family member means any relative as defined in the Division's Operations Policy Manual(s), including family members as Paid Providers, regardless of whether the manual would permit those Family Members to be paid providers. If the Qualified Vendor has entered into such an Agreement

prior to September 1, 2014, the Qualified Vendor May continue to perform that Agreement during the term of this Qualified Vendor Agreement notwithstanding the prior sentence.

7. The Qualified Vendor May not enter into a Subcontract with an Applicant for Developmental Home services if the Applicant is employed or Subcontracted by the Qualified Vendor, contracts (for other Community Developmental Disability Services) with the Qualified Vendor or is the Responsible Person for a Member who will be receiving Developmental Home services in the Applicant's home. If prior to September 1, 2014, the Qualified Vendor has entered into such an Agreement, the Qualified Vendor May continue to perform that Agreement during the term of this Qualified Vendor Agreement notwithstanding the prior sentence.
8. Members that want to work Shall be informed of employment services that are available to them. Members who want to work or demonstrate work-related skills Shall be referred to their Planning Team to develop an Outcome related to employment.
9. This service is provided to Members with a range of support needs, including behavioral, physical, and medical needs. These settings May serve one (1) to three (3) Members.
10. When the Member's needs change, the Qualified Vendor Shall report and provide written notice to the Member's Support Coordinator promptly within twenty-four (24) hours of significant changes (e.g., hospitalization for a serious illness, behavioral health related hospital admission, the Member is missing, the Member becomes involved with law enforcement) or concerns with living setting (e.g., abuse or neglect). The Qualified Vendor Shall be obligated to initiate an intensive review and cooperative planning process with the Planning Team to update and revise the Member's Planning Document. The Department's Health Care Services staff will be involved when the change in the Member's need is medical in nature.
11. The Qualified Vendor Shall notify the Department when Members are hospitalized within twenty-four (24) hours of admission. This includes Members who are admitted to behavioral health facilities.
12. Licensing workers May not be responsible for more than twenty (20) licensed homes for training, Technical Assistance, and monitoring.
13. Licensing worker(s) and supervisor(s) of the Qualified Vendor Shall be familiar with applicable laws and rules governing Developmental Homes.
14. Licensing worker(s) and supervisor(s) Shall have the minimum education and experience as listed in the Developmental Home Services Policy located in the Division's Policy Manual(s).
15. The Qualified Vendor providing this service Shall have applied for and been awarded the service of Room and Board, Vendor Supported Developmental Home, and be providing the service of Room and Board, Vendor Supported Developmental Home, at all relevant times.

16. Transportation to employment, Day Treatment and Training, medical appointments, visits with family and friends, school when necessary, and other community activities Shall be the responsibility of the Developmental Home Provider. Other reasonable transportation within the community is also the responsibility of the Developmental Home Provider, including fees associated with the transportation. If a Member chooses to use public transportation instead, and the choice is documented in the Planning Document, public transportation fees are the responsibility of the Member. The Qualified Vendor is responsible for ensuring the Developmental Home provides the required Transportation.
17. Qualified Vendors Shall comply with monitoring activities as directed in the Provider Policy Manual(s), including collaboration and cooperation with the Division for all monitoring activities.

### **Personnel or Qualified Vendor Training and Qualifications**

1. DSPs delivering this service must comply with all training requirements specified in the Qualified Vendor Agreement (QVA) Part 5 and in the Division's Policy Manual(s).
2. The licensing worker(s) and supervisor(s) Shall **meet the requirements set out in the Provider Manual, Chapter 51**~~comply with all minimum training requirements including:-~~
  - ~~a. Having a bachelor's degree or two (2) years of education, or five (5) years of related work experience;-~~
  - ~~b. Attending the Departments licensing and home study training within six (6) months of hire;-~~
  - ~~c. Complete ten (10) hours of training annually; and~~
  - ~~d. All training requirements from the Division's Policy Manual(s), Oversight and Monitoring of Developmental Home Services.~~
3. For Child Developmental Homes, the training curriculum Shall also meet the standards required by the Arizona Department of Child Safety (ADCS) for foster care licensure. The child welfare training Shall be delivered by an individual certified by the ADCS to provide this training.
4. The Qualified Vendor Shall ensure that licensing workers and supervisors of the Qualified Vendor Shall be trained and able to perform their duties as per all applicable policies including recommendations for initial licensing, renewal of licensing, monitoring, and administration of Developmental Homes or certified foster homes.
5. DSPs Shall meet the requirements of licensure, and all DSPs Shall meet all of the qualifications, training, and responsibilities required by law including those specified in Arizona's Administrative Code.
6. The Qualified Vendor and/or appropriate Personnel will attend administrative meetings, orientation, and various training required by the Department.

7. The Qualified Vendor Shall maintain Records documenting training for all DSPs and make training and Records available upon request, and within ten (10) Business Days, by the Department.
8. Developmental Home Providers Shall affirm their understanding of Federal and State law, rule, and policy regarding confidential information.

**Rate Basis**

1. The Qualified Vendor Shall bill according to the Division's Policy Manual(s), Billing Manual, and Rate Book.
2. This service is authorized for the day. A day begins at 12:00 a.m. (midnight) and ends at 11:59 p.m. on the same calendar day.

**PART 6, EXHIBIT R**

**ROOM AND BOARD, ALL GROUP HOMES**

**Service Description, Outcomes, and Goals**

Service Description Room and Board, All Group Homes

This service supports a Member to live in a safe and healthy home that meets their physical and emotional needs.

Room and Board provides for the basic necessities that Members living in group homes need to have in place to benefit from group home services, such as a safe accessible living environment, utilities, and basic necessities. Members are included in how best to use the room and board service.

Outcomes

1. Members have stability and a safe and healthy home to meet their physical and emotional needs.

Goal

1. To support the Member, in accordance with their Planning Document, to live as independently as possible, by identifying living arrangements.
2. To support the Member, in accordance with their Planning Document, to actively participate in household decisions including, to the extent possible, selecting their home, having a Residency Agreement in place, having keys, having physical access, having choices over housemates and rooms, and participating in decisions about furnishing and decorations.

Objectives

The Qualified Vendor Shall ensure that the following objectives are met:

1. Deliver service in accordance with the Member's cultural, racial, ethnic, linguistic, identified gender, sexual orientation, and religious or spiritual needs.
2. Deliver service that meets Member's preferences and needs to the extent possible, and in a manner that recognizes their strengths and promotes their independence. Lodgings Shall maximize independence to the greatest degree possible.
3. Provide the Member with a safe and healthy living environment that meets their physical and emotional needs and is available to the Member on a twenty-four (24) hour basis.
4. Support the Member with activities that they, and their Responsible Person, if applicable, have decided they need help with or that are documented in their Planning Document.
5. Involve the Member and Responsible Person, if applicable, in decisions about modifications needed to optimize independence and personal preferences. This Shall include allowing for reasonable and safe accommodation of the Member's personal belongings.

6. Provide nutritional maintenance for Members by planning and providing nutritionally balanced meals and snacks in accordance with the Member's needs and in conjunction with the Member's cultural, religious, dietary, personal restrictions, and preferences. Planning and preparation Shall be consistent with generally accepted dietary standards and guidelines for healthy Americans. Menus Shall be planned with Members and posted. The menu planning Shall include three (3) nutritious meals per day and appropriate snacks, to be made available to the Member, in accordance with the United States Department of Agriculture dietary guidelines.
7. Provide room and board services to Members in Group Homes, Nursing Supported Group Homes, and Behavioral-Supported Group Homes that are licensed for the Department through the Arizona Department of Health Services (ADHS).
8. Support the Member to actively participate in household decisions as per the Home and Community-Based Settings Final Rule.
9. Ensure that Member responsibilities and expectations are explained to Members prior to service delivery. This includes information related to the Member's rights in their home including:
  - a. Using resources available, to select the group home in the community in which they live;
  - b. Having a written residency agreement in place when the Member/Responsible Person and/or their housemates do not own their home;
  - c. Having keys to their homes and bedroom doors, or alternatives in place to support the free entry and exit from their home;
  - d. Being able to physically access their home and areas within their home;
  - e. Have choices over whom they live with, and only share a bedroom when chosen (e.g., with a spouse or partner);
  - f. Deciding how to furnish and decorate their home;
  - g. Deciding how to use outdoor spaces;
  - h. Having access to privacy within their homes;
  - i. Making informed choices about how they spend their time in and outside of their homes;
  - j. Having access to food and supplies within their home;
  - k. Having visitors when they want to; and
  - l. Having access to resources about rights that is always accessible for Members in the event they feel their rights are being violated.
10. Any limitations in the provision of this service Shall be documented in the Member's Planning Document.

## **Service Requirements and Limitations**

1. This service May be provided in an ADHS licensed Division of Developmental Disabilities (DDD) group home upon authorization by the Department.
2. The Member will be provided, at a minimum:
  - a. A bedroom with a bed and a working bedroom door;
  - b. Basic linens, lighting, and a dresser;
  - c. Physically accessible private accommodations for Members to perform daily personal hygiene, including hygiene supplies and basic health related items (e.g., feminine hygiene products, toilet paper, shampoo, etc.);
  - d. All daily nutrition and three (3) nutritious meals per day and snacks as appropriate;
  - e. Household supplies;
  - f. Storage space for the Member's personal use and safekeeping of their personal belongings;
  - g. Physical accommodations sufficient to afford a comfortable and safe home;
  - h. **Wi-Fi and internet services; and**
  - i. Privacy as needed and requested.
3. An ongoing secondary use of the physical residence (e.g., day treatment and training program) is not appropriate unless:
  - a. All Members or Responsible Persons of Members consent to such use,
  - b. The residence is zoned for the type of secondary use and has all of the requisite licensures and certifications, and
  - c. The secondary use has been approved by the Department's District Program Manager or designee.
4. The Qualified Vendor providing this service Shall also be qualified for and providing the service of Habilitation, Group Home, Habilitation, Behavioral-Supported Group Home, or Habilitation, Nursing Supported Group Home.
5. The Qualified Vendor is paid for the room and board service unless:
  - a. Members are Native American, and their Tribe or Bureau of Indian Affairs has agreed to pay room and board services;
  - b. Cost share agreements are made by the Department with a behavioral health entity to pay room and board services as part of wrap around services for a Member; or
  - c. Members receive services under some other source of funding.

**Personnel or Qualified Vendor Training and Qualifications**

1. Qualified Vendors Shall ensure that DSPs delivering this service comply with all minimal training requirements specified in the Qualified Vendor Agreement (QVA) Part 5 and in the Division's Policy Manual(s).
2. DSPs providing services in homes receiving Room and Board, Shall comply with all training requirements of Group Home, Nursing Supported Group Home, or Behavioral-Supported Group Home.
3. The Qualified Vendor and/or appropriate Personnel will attend administrative meetings, orientation, and various training required by the Department.
4. The Qualified Vendor Shall maintain Records documenting training for all DSPs and make training and Records available upon request, and within ten (10) Business Days, by the Department.

**Rate Basis**

1. The Qualified Vendor Shall bill according to the Division's Policy Manual(s), Billing Manual, and Rate Book.
2. Published. The published rate is based on one (1) day of the average cost of Room and Board.

**PART 6, EXHIBIT S**

**ROOM AND BOARD, VENDOR SUPPORTED DEVELOPMENTAL HOME  
(CHILD AND ADULT)**

**Service Description, Outcomes, and Goals**

Service Description:

This service supports a Member to live in a safe and healthy family-based home that meets their physical and emotional needs.

Room and Board provides for the basic necessities that Members living in developmental homes need to have in place to benefit from developmental home services, such as a safe and accessible living environment, utilities, and basic necessities. Support the Member to actively participate in household decisions as per the Home and Community-Based Settings Final Rule.

Outcomes

1. Members have stability and a safe and healthy family-based home to meet their physical and emotional needs.

Goals

1. To support the Member, in accordance with their Planning Document, to live as independently as possible by identifying living arrangements.
2. To support the Member, in accordance with their Planning Document, to actively participate in household decisions including, to the extent possible, selecting their home, having a Residency Agreement in place, having keys, having physical access, having choices over housemates and rooms, and participating in decisions about furnishing and decorations.

Objectives

The Qualified Vendor Shall ensure that the following objectives are met:

1. Deliver service in accordance with the Member's cultural, racial, ethnic, linguistic, identified gender, sexual orientation, and religious or spiritual needs.
2. Deliver service that meets Member's preferences and needs to the extent possible, and in a manner that recognizes their strengths and promotes their independence. Lodgings Shall maximize independence to the greatest degree possible.
3. Provide the Member with a safe and healthy living environment that meets their physical and emotional needs and is available to the Member on a twenty-four (24) hour basis.
4. Involve the Member and Responsible Person, if applicable, in decisions about modifications needed to optimize independence and personal preferences. This Shall include allowing for reasonable and safe accommodation of the Member's personal belongings.

5. Provide nutritional maintenance for Members by planning and providing nutritionally balanced meals and snacks in accordance with the Member's needs and in conjunction with the Member's cultural, religious, dietary, personal restrictions, and preferences. Planning and preparation Shall be consistent with generally accepted dietary standards and guidelines for healthy Americans. Menus Shall be planned with Members regularly. The menu planning Shall include three (3) nutritious meals per day and appropriate snacks, to be made available to the Member, in accordance with the United States Department of Agriculture dietary guidelines.
6. Provide room and board services to Members in child or adult developmental homes that are licensed for the Department through the Office of Licensing, Certification, and Regulation (OLCR).
7. Ensure that residential responsibilities and expectations are explained to Members prior to service delivery. This includes information related to the Member's rights in their home including:
  - a. Using their resources available, select the developmental home in the community in which they live;
  - b. Having a written Residency Agreement in place;
  - c. Having keys to their homes and bedroom doors, or alternatives in place to support the free entry and exit from their home;
  - d. Being able to physically access their room and areas within their home;
  - e. Having choices over whom they live with, and only share a bedroom when chosen (e.g., with a spouse or partner);
  - f. Deciding how to furnish and decorate their room;
  - g. Deciding how to use outdoor spaces;
  - h. Having access to privacy within their homes;
  - i. Making informed choices about how they spend their time in and outside of their homes;
  - j. Having access to food and supplies within their home;
  - k. As is age appropriate, having visitors when they want to; and
  - l. Having access to resources about their rights that is always accessible for Members in the event they feel their rights are being violated.
8. Any limitations in the provision of this service Shall be documented in the Member's Planning Document.

### **Service Requirements and Limitations**

1. This service Shall be provided in a family home licensed by OLCR as a developmental home (child or adult).
2. The Member will be provided, at a minimum:

- a. A bedroom with a bed and a working bedroom door;
  - b. Basic linens, lighting, and a dresser;
  - c. Physically accessible private accommodations for Members to perform daily personal hygiene, including hygiene supplies and basic health related items (e.g., feminine hygiene products, toilet paper, shampoo, etc., as) needed;
  - d. All daily nutrition and three (3) nutritious meals per day and snacks as appropriate;
  - e. Household supplies;
  - f. Storage space for the Member's personal use and safekeeping of their personal belongings;
  - g. Accommodations sufficient to afford a comfortable and safe home;
  - h. **Wi-Fi and internet service; and**
  - i. Privacy as needed and requested.
3. An ongoing secondary use of the physical residence (e.g., day treatment and training program) is not appropriate unless:
- a. All Members or Responsible Persons of Members consent to such use,
  - b. The residence is zoned for the type of secondary use and has all of the requisite licensures and certifications, and
  - c. The secondary use has been approved by the Department's **Network Operations Administrator** ~~District Program Manager~~ or designee.
4. The Qualified Vendor providing this service Shall also be qualified for and providing the service of Habilitation, Vendor Supported Developmental Home (Child and Adult).
5. The Qualified Vendor is paid for the room and board service unless:
- a. Members are Native American, and their Tribe or Bureau of Indian Affairs has agreed to pay room and board services; or
  - b. Cost share agreements are made by the Department with a behavioral health entity to pay room and board services as part of wrap-around services for a Member.

### **Personnel or Qualified Vendor Training and Qualifications**

1. Qualified Vendors Shall ensure that DSPs delivering this service comply with all minimal training requirements specified in the Qualified Vendor Agreement (QVA) Part 5 and in the Division's Policy Manual(s).
2. DSPs providing services in homes receiving Room and Board, Shall comply with all training requirements of the Vendor Supported Developmental Home.
3. The Qualified Vendor and/or appropriate Personnel will attend administrative meetings, orientation, and various trainings required by the Department.

4. The Qualified Vendor Shall maintain Records documenting training for all DSPs and make training and Records available upon request, and within ten (10) Business Days, by the Department.

**Rate Basis**

1. The Qualified Vendor Shall bill according to the Division's Policy Manual(s), Billing Manual, and Rate Book.
2. Published. The published rate is based on one (1) day of the average cost of Room and Board.

**PART 6, EXHIBIT T**

**NURSING**

**Service Description, Outcomes, and Goals**

Service Description

This service provides nursing intervention to Members that May include patient care, coordination facilitation and education. Nursing encompasses intermittent nursing, continuous nursing, and nursing respite, and May be performed by Registered Nurses (RN) or Licensed Practical Nurse (LPN) under the direction of an RN.

Nursing services ensure that Members have optimal health Outcomes. Members using nursing are involved in all aspects of the service. Nursing is delivered according to the plan of treatment. Nursing also provides respite to caregivers to support sustainability in caregiving duties and provides for education to the Member and their caregivers to ensure that the Member and their family are able to complete health activities, and that the Member and their caregivers are best situated to meet the Member's needs.

Outcomes

1. Members are supported by this service to have optimal health and maximum independence in improving and maintaining their health.

Goals

1. To support the Member, in accordance with their Planning Document and relevant treatment and health plans to maintain or improve their physical and/or mental well-being promoting the Member's optimal independence.
2. To support the Member, in accordance with their Planning Document and relevant treatment and health plans, with healthcare needs in order to provide relief/respite to their caregivers.

Objectives

The Qualified Vendor Shall ensure that the following objectives are met:

1. Identify and respect the Member's cultural, racial, ethnic, linguistic, identified gender, sexual orientation, and religious or spiritual needs.
2. Provide services according to the Member's preferences and needs, that recognizes their strengths and promotes their independence.
3. Provide support appropriate for the Member's age and aligned with typical life experiences such as playing and making friends, navigating relationships and sexuality, having and raising children, exploring recreation and hobbies, using social media and technology, getting an ID card, learning to drive or accessing public transportation, going to college or vocational school, finding a career, engaging in civic life, seeking leadership or advocacy opportunities, living more independently or renting/buying a home, or transition into retirement.
4. Using sound and current principles of diagnosis and assessment, evaluate the Member's nursing needs.

5. Implement and follow the nursing POC utilizing sound principles of diagnosis and assessment.
6. Review all current available medical files and all pertinent health-related information.
7. Obtain information from the Department's Health Care Services nurse and/or Department's Support Coordinator, the Member, the Member's Responsible Person, and Planning Team Members, as needed, to identify potential health needs and current health status of the Member.
8. Conduct an assessment of the Member in relation to physical (e.g., the need for skin care, respiratory therapy), developmental, behavioral, and mental health support needs.
9. Develop a plan of treatment for the Member in collaboration with their Planning Team that includes a nursing POC based on sound principles of diagnosis and assessment, and the physician's orders.
10. Observe and evaluate the Member's response to treatment and review the plan of treatment and the nursing POC as directed, or as needed.
11. Incorporate information from all team Members and caregivers in the treatment and nursing POC in order to deliver optimal care to the Member.
12. Provide intermittent (short-term or scheduled visit) or continuous skilled nursing services to the Member as assessed and outlined in the nursing POC and supported by the Member's Primary Care Provider (PCP) or attending physician of Record.
13. In the preparation and dispensing of medications, all Personnel Shall refer to physicians' orders via the individual chart and medication profile, and medications Shall be dispensed, administered, and documented using routine methods that are well-known to the nursing process.
14. Ensure that all medications are completely and accurately labeled per the current plan of treatment and monitor the use of medication in relation to the prescription.
15. Ensure that an RN administers intravenous medications.
16. Based upon the physician orders and the nursing POC, an RN or LPN provides direct services to the Member including, but not limited to:
  - a. Injections;
  - b. Intravenous (IV) treatments;
  - c. Insulin administration;
  - d. Complex wound care;
  - e. Skin assessment and treatment;
  - f. Treatment for pressure ulcers;
  - g. Nasogastric enteral feedings;

- h. J-tube feedings;
  - i. GJ-tube feedings;
  - j. Total Parenteral Nutrition (TPN);
  - k. Insertion of catheters and broviac catheter;
  - l. Dialysis and peritoneal dialysis;
  - m. Ostomy irrigation;
  - n. Suctioning and fluid drainage;
  - o. Extremity edema monitoring;
  - p. Respiratory therapy and treatments;
  - q. Intermittent partial pressure breathing;
  - r. Chest percussion therapy and coughalator care;
  - s. Oxygen monitoring and administration;
  - t. BiPAP care;
  - u. Tracheotomy management and care;
  - v. Ventilator management and care;
  - w. Blood pressure monitoring and treatment;
  - x. Anticoagulant therapy;
  - y. Seizure support and rectal medications for seizures; and
  - z. Render emergency care when required.
17. Assist the Member in activities of daily living in conjunction with the nursing service being provided by:
- a. Providing information about nutrition;
  - b. Assisting with counseling to help the Member;
  - c. Assisting with personal care tasks;
  - d. Completing light cleaning in the Member's living area as required for the Member;
  - e. Washing Member's laundry; and
  - f. Cooking for the Member as necessary.
18. As necessary, provide physical or mental rehabilitation for the Member through restorative nursing functions and various therapies, encouraging Members to focus on their abilities and assist them with maximizing use of assistive devices.
19. Provide support to the Member's plan of treatment and nursing POC with a focus on prevention, health promotion, and Member independence, improving the capacity of the Member, the Member's family and/or support systems towards greater independence, while respecting and considering the Member and the

family's values and cultural beliefs.

20. To ensure maximum success of the Member's plan of treatment and nursing POC:
- a. Coordinate the delivery of needed services to Members, families, and support systems;
  - b. Collaborate with other health professionals and health care team Members to meet identified Member/family/support system needs;
  - c. Within the context of the Member's health needs, plan of treatment, and the nursing POC, provide education to the Member and the Member's family, caregivers, and/or Direct Support Professional (DSP) regarding identified health care needs, including:
    - i. How to work with the PCP and the referral system;
    - ii. How to obtain durable medical equipment as needed;
    - iii. How to use and care for special equipment;
    - iv. How to obtain, prepare, and dispense medications; and
    - v. Following physician orders and keeping proper documentation of medical appointments, physician orders, medications, therapies, and treatments and the Member's response to all.
  - d. Act as liaison between DSPs and community-based professionals, agencies, and/or educational resources;
  - e. Accompany the Member and Responsible Person, if applicable, on appointments to discuss specific health concerns;
  - f. Make telephone contact with physicians or health agencies to address specific health needs of the Member;
  - g. Assist the Member, Member's family, and Member's support system in making referrals to PCPs or other appropriate professionals for examinations and diagnostic procedures, as necessary;
  - h. Consult with the Member's Support Coordinator, medical supply representatives, and other professional and paraprofessional Personnel on the features and design of special equipment that the Member May need; and
  - i. Maintain regular contact with the Department's Health Care Services designee to determine the current priorities for the Member.
21. Refer any identified issues or concerns related to the person's living situation, home and community-based services, health care providers, school services, or other community-based resources to the Support Coordinator in order to coordinate services to best meet the Member's needs; and
22. Identify and refer for issues that require social intervention (e.g., food insecurity, unsafe housing, needed interventions or medical care, neglect, abuse).

## **Service Requirements and Limitations**

1. Personnel utilized to provide nursing services Shall be licensed and professional nursing Personnel, either an RN or an LPN who is under the direct supervision of a RN.
2. The Department's Health Care Services will conduct nursing assessments every ninety (90) Days, or more frequently if required by the Department, to reassess the need for nursing services.
3. This service Shall be provided on an intermittent or continuous (continuous nursing or nursing Respite) basis. The allocation of nursing service hours will be authorized by the Department's Health Care Services nurse, based on the nursing assessment, which will be included in the Member's Planning Document.
4. Prior to initiating the service, the Qualified Vendor Shall obtain written orders from the Member's PCP or physician of record.
  - a. The written physician orders Shall be reviewed no later than every sixty (60) Days (bimonthly) by the PCP or physician of record.
5. This service Shall only be provided in:
  - a. The Member's home;
  - b. A Group Home, Nursing Supported Group Home, or Behavioral-Supported Group Home;
  - c. A Vendor Supported Developmental Home;
  - d. A Level I or Level II behavioral health facility;
  - e. A Day Treatment and Training program; or
  - f. The Member's community when documented in the Planning Document.
6. This service Shall not be provided
  - a. When the Member is hospitalized; or
  - b. In conjunction with Skilled Nursing Facility services or non-state operated Intermediate Care Facility services.
7. The Qualified Vendor shall:
  - a. Be a Home Health Agency (HHA) licensed by the Arizona Department of Health Services (ADHS) and certified by Medicare utilizing RNs, and LPNs under the direction and supervision of an RN, for both intermittent or continuous nursing care; or
  - b. Under certain circumstances, in accordance with the Arizona Health Care Cost Containment System (AHCCCS) Medical Policy Manual(s) 310 I, be a HHA licensed by the ADHS utilizing RNs, and LPNs under the direction and supervision of an RN, for both intermittent and continuous nursing care; and
  - c. Have a National Provider Identifier (NPI).

8. Qualified Vendors Shall ensure the appropriate Personnel is available to provide services based on the reference level as outlined in the Member's Contingency/ Back Up plan if the primary staff is not available.
9. The Qualified Vendor Shall ensure that the service elements which require nursing support are appropriately prescribed by a qualified and licensed physician and that all professional nursing tasks are provided in accordance with the Arizona Nurse Practice Act, including the required supervision of LPNs.
10. The Qualified Vendor Shall ensure that an individual nurse does not work for more than sixteen (16) hours in any consecutive twenty-four (24) hour period.
11. Qualified Vendors Shall comply with AHCCCS's requirements for Electronic Visit Verification (EVV) to track and monitor timely service delivery and access to care for Members.
12. Qualified Vendors Shall comply with monitoring activities as directed in the Provider Policy Manual(s), including collaboration and cooperation with the Division for all monitoring activities.

#### **Staff or Qualified Vendor Training and Qualifications**

1. DSPs delivering this service must comply with all training requirements specified in the Qualified Vendor Agreement (QVA) Part 5 and in the Division's Policy Manual(s).
2. Qualified Vendors Shall ensure that nursing staff are properly trained and meet nursing requirements prior to the delivery of services by ensuring that staff:
  - a. Are licensed in accordance with Arizona law and rules (e.g., Nurse Practice Act) to perform the skilled tasks and duties necessary to provide nursing support;
  - b. Have the requisite supervision required by Arizona law and rules;
  - c. Have received specialized training pertaining to the Member's care needs and receive updated training on an as-needed basis;
  - d. Are ventilator certified or have a developed competency for the specific ventilator via work experience if supporting Member's use of ventilators;
  - e. Have been informed of proper techniques for medication administration including:
    - i. All medications Shall be completely labeled; and
    - ii. Discrepancies in the preparation and/or the dispensing of medication Shall be immediately brought to the attention of the supervisor, with counseling of involved Personnel and follow-through.
  - f. Have been provided with information regarding emergency care and first aid, as well as specific individual first aid for specific conditions;
  - g. Have been oriented to the designated emergency plan, including, but not limited to, calling paramedics, instituting life-saving measures, and other

emergency policies of the Department; and

- h. Have completed an orientation to clinical and administrative Record keeping by a nurse approved by or contracted with the Department or the AHCCCSA.
3. Participate in training as requested; when applicable or as required by DDD or provide training and Technical Assistance to Department staff, as needed.
4. The Qualified Vendor and/or appropriate staff will attend administrative meetings, orientation, and various training required by the Department.
5. The Qualified Vendor Shall maintain Records documenting training for all DSPs and make training and Records available upon request, and within ten (10) Business Days, by the Department.

**Rate Basis**

4. The Qualified Vendor Shall bill according to the Division's Policy Manual(s), Billing Manual, and Rate Book.

**PART 6, EXHIBIT U**  
**HOME HEALTH AID**

**Service Description, Outcomes, and Goals**

Service Description

This service provides short-term health maintenance, continued treatment or monitoring of a health condition, and supportive care for activities of daily living for the Member at their home and is supervised by a Registered Nurse (RN) or by a Licensed Practical Nurse (LPN) who is supervised by an RN.

Members are supported to meet their health care needs. The Home Health Aid service provides for direct support for Members who need interventions or treatment related to medical conditions.

Outcomes

1. Members have optimal health and maximal independence in improving their health by receiving support for medical conditions, personal care activities, activities of daily living (ADLs), and self-administration of medication.

Goals

1. To support the Member, in accordance with their Planning Document and relevant treatment and health plans to retain or improve their health.
2. To support the Member, in accordance with their Planning Document and relevant treatment and health plans with healthcare needs.

Objectives

The Qualified Vendor Shall ensure that the following objectives are met:

1. Provide services according to Member's preferences and needs, that recognizes their strengths and promotes independence.
2. Obtain an order from the physician for home health aid services.
3. Under the supervision of a registered nurse (RN), develop and implement an individualized care plan for the Member which is reviewed with the RN every sixty (60) Days and sent to the primary care provider (PCP) for approval, based on the Member's self-care skills and health condition.
4. Have the Member's individualized care plan reviewed by their PCP every sixty (60) Days (bimonthly) and authorized and monitored by the Department's Health Care Services in conjunction with the Member's Support Coordinator.
5. Provide non-licensed nursing tasks under the direction and supervision of an RN to monitor a Member's medical condition by:
  - a. Monitoring and documenting vital signs, as well as reporting results to the supervising RN or PCP;
  - b. Changing dressings and/or bandages;
  - c. Providing care to prevent pressure ulcers; and

- d. Supporting Member compliance with nursing instructions, documenting any issues, and providing reinforcement when needed.
6. Provide health maintenance or continued treatment services for the Member personal care activities including, but not limited to:
  - a. Bathing/shampooing;
  - b. Using the restroom including bowel/bladder or ostomy programs and catheter hygiene (does not include catheter insertion);
  - c. Dressing;
  - d. Routine ambulation, transfers, range of motion activities or simple exercise programs;
  - e. Combing/brushing and fixing hair;
  - f. Skin care including hand and foot care;
  - g. Shaving;
  - h. Nail care;
  - i. Dental/oral hygiene; and
  - j. Assisting with the use of special appliances and/or prosthetic devices.
7. Assist the Member with ADLs by:
  - a. Cleaning the Member's living area;
  - b. Doing the Member's laundry;
  - c. Shopping;
  - d. Banking; and
  - e. Cooking for the Member, as necessary.
8. Assist the Member with self-administration of medication.
9. Assist the Member with eating, if required, to maintain sufficient nutritional and fluid intake.
10. Provide information about nutrition.
11. Assist the Member to increase physical mobility, as necessary.
12. Teach Members, DSPs, and caregivers how to perform non-licensed nursing health tasks.
13. Under the direction of the RN, refer any identified issues or concerns related to the person's living situation, home and community-based services, health care providers, school services, or other community-based resources to the Support Coordinator in order to coordinate services to best meet the Member's needs.
14. Under the direction of the RN, inform the Member's Department Health Care Services nurse when there are additional medical or social issues identified during the course of service delivery (e.g., food insecurity, unsafe housing,

needed interventions or medical care, neglect, abuse).

15. Play an active role in ensuring that services with other involved entities, including other Home and Community-Based Service providers, health care providers, schools, and Vocational Rehabilitation are coordinated to best meet the Member's needs.

### **Service Requirements and Limitations**

1. This service Shall be ordered by a physician and implemented through the Member's individualized care plan developed by the Home Health Agency (HHA) provider and May only be provided on a short-term basis.
2. This service will be authorized based on the nursing needs assessment conducted by the Department's Health Care Services.
3. The Member's individualized care plan Shall be reviewed by a physician every sixty (60) Days (bimonthly) and authorized/monitored by the Department's Health Care Services in conjunction with the Member's Support Coordinator.
4. The Department's Health Care Services will complete nursing assessments every ninety (90) Days, or more frequently if determined by the Department, to reassess the Member's need for this service.
5. This service Shall only be provided in:
  - a. The Member's home;
  - b. A Group Home, Nursing Supported Group Home, Behavioral-Supported Group Home;
  - c. A Vendor Supported Developmental Home; or
  - d. A Level I or Level II behavioral health facility.
6. This service Shall not be provided:
  - a. When the Member is hospitalized;
  - b. To Members living in skilled nursing facilities or non-state operated Intermediate Care Facilities; or
  - c. On the same day that Attendant Care or Homemaker service is provided.
7. Home Health Aid Should not be used in place of another more appropriate service such as Habilitation or Attendant Care. The authorization of Attendant Care Should be reviewed, as the two services encompass similar elements of service delivery. This service May be most appropriate for a Member with ongoing nursing services, and for whom the coordination of care is most beneficial.
8. Home Health Aides Shall provide non-licensed nursing tasks under the direction and supervision of a registered nurse (RN). The services include monitoring of a Member's medical condition, health maintenance or continued treatment services, and activities of daily living.
9. Qualified Vendors Shall comply with AHCCCS's requirements for Electronic Visit

Verification (EVV) to track and monitor timely service delivery and access to care for Members.

10. Qualified Vendors Shall comply with monitoring activities as directed in the Provider Policy Manual(s), including collaboration and cooperation with the Division for all monitoring activities.

**Staff or Qualified Vendor Training and Qualifications**

1. DSPs delivering this service comply with all minimal training requirements specified in the Qualified Vendor Agreement (QVA) Part 5 and in the Division's Policy Manual(s).
2. DSPs Shall be supervised by a RN or by a Licensed Practical Nurse (LPN) who is supervised by an RN. The supervisor Shall conduct home visits at least every sixty (60) Days.
3. The Qualified Vendor Shall be a Home Health Agency licensed by the Arizona Department of Health Services and certified by Medicare utilizing RNs, and LPNs under the direction and supervision of an RN, for both intermittent and continuous nursing care.
4. The Qualified Vendor and/or appropriate staff will attend administrative meetings, orientation, and various training required by the Department.
5. The Qualified Vendor Shall maintain Records documenting training for all DSPs and make training and Records available upon request, and within ten (10) Business Days, by the Department.

**Rate Basis**

5. The Qualified Vendor Shall bill according to the Division's Policy Manual(s), Billing Manual, and Rate Book.

**PART 6, EXHIBIT V**  
**LICENSED HEALTH AID**

**Service Description, Outcomes, and Goals**

A service that provides limited skilled interventions, health maintenance, continued treatment or monitoring of a health condition, and supportive care for activities of daily living at the individual's place of residence or in the community.

**Service Goals and Objectives**

Service Goals

1. To improve or maintain the physical well-being and/or mental health of members
2. To increase or maintain self-sufficiency of members.

Service Objectives

The Qualified Vendor shall ensure that the following objectives are met:

1. Obtain an order from the physician for Licensed Health Aid services.
2. Under the supervision of a RN implement an individualized care plan for the member upon approval by the member's Primary Care Physician ("PCP") , review the plan of care with the RN every sixty (60) days and send the plan to the Primary Care Physician ("PCP") for approval, based on the member's self-care skills and health condition.
  - 2.1. Have the member's individualized care plan reviewed by a physician every sixty (60) days (bimonthly) and authorized and monitored by the Division's Health Care Services in conjunction with the member's Support Coordinator.
3. Provide limited skilled interventions and nursing assistant services including monitoring of a member's medical condition, health maintenance or continued treatment services, and activities of daily living tasks under the direction and supervision of an RN to:
  - 3.1. Monitor a member's medical condition by: providing medication administration, tracheostomy care, enteral care and therapy, and any other tasks approved by the State Board of Nursing in rule.
    - 3.1.1. Monitoring and documenting vital signs, as well as reporting results to the supervising RN or PCP,
    - 3.1.2. Changing dressings and/or bandages,

- 3.1.3. Providing care to prevent pressure ulcers, and
- 3.1.4. Determining his/her compliance with nursing instructions and providing reinforcement as needed.
- 3.2. Provide health maintenance or continued treatment services for the member including, but not limited to:
  - 3.2.1. Personal care activities such as:
    - 3.2.1.1. Bathing/shampooing;
    - 3.2.1.2. Toileting;
    - 3.2.1.3. Bowel, bladder, and/or ostomy programs as well as catheter hygiene (does not include catheter insertion);
    - 3.2.1.4. Dressing;
    - 3.2.1.5. Routine ambulation, transfers, range of motion activities or simple exercise programs;
    - 3.2.1.6. Combing/brushing and fixing hair;
    - 3.2.1.7. Skin care including hand and foot care;
    - 3.2.1.8. Shaving;
    - 3.2.1.9. Nail care;
    - 3.2.1.10. Dental/oral hygiene; and
    - 3.2.1.11. Assisting with the use of special appliances and/or prosthetic devices.
  - 3.2.2. Assisting the member with self-administration of medication, as needed.
  - 3.2.3. Assisting the member with eating, if required, to maintain sufficient nutritional and fluid intake.
  - 3.2.4. Providing information about nutrition.
  - 3.2.5. Assisting the member in activities of daily living to increase physical mobility.
- 3.3. Assist the member in activities of daily living by:
  - 3.3.1. Cleaning the member's living area,
  - 3.3.2. Doing the member's laundry,
  - 3.3.3. Shopping,

- 3.3.4. Banking, and
- 3.3.5. Cooking for the member, as necessary.
- 3.4. Under the direction of the RN, inform the member's Division Health Care Services nurse when there are additional medical problems or social problems identified during the course of service delivery.

### **Service Requirements and Limitations**

- 1. This service may be provided in the following settings:
  - 1.1. The Division member's home
  - 1.2. The Community
- 2. This service shall not be provided when the member is hospitalized.
- 3. The service shall not be provided in a community residential setting, as defined in A.R.S. § 36-551 (15) .
- 4. This service shall not be provided to members living in skilled nursing facilities or non-state operated Intermediate Care Facilities ("ICFs").
- 5. This service shall be provided on the same day as Attendant Care or Homemaker service only when there is no duplication of services and the time and documentation of services do not overlap .
- 6. The authorization of this service shall include a review of authorized nursing services to ensure the coordination of care that is most beneficial to the member's goals and expectations.
- 7. This service must be ordered by a physician and implemented through the member's individualized care plan developed by the Home Health Agency ("HHA") provider.
- 8. The member's individualized care plan must be reviewed by a physician every sixty (60) days (bimonthly) and authorized/monitored by the Division's Health Care Services in conjunction with the member's Support Coordinator.
- 9. Licensed Health Aides shall provide limited skilled interventions and nursing assistant services including monitoring of a member's medical condition, health maintenance or continued treatment services, and activities of daily living under the direction and supervision of a registered nurse ("RN").

### **Direct Service Staff and Agency Qualifications**

- 1. Direct Service Staff shall meet the following requirements:
  - 1.1. Pursuant to A.R.S. § 32-1601, be a person who is licensed to provide or assist in providing nursing-related services pursuant to A.R.S.

§36-2939; and the qualifications pursuant to 42 Code of Federal Regulations (“C.F.R.”) Part 484.4; and

- 1.2. The parent, guardian, or family member of the Arizona Long-Term Care System (ALTCS) member receiving services may provide Licensed Health Aid (LHA) services only to that member and only consistent with that member’s plan of care.
- 1.3. Be supervised by a RN The supervisor must conduct home visits at least every sixty (60) days.
2. The Qualified Vendor shall meet the following requirements:
  - 2.1. The Qualified Vendor shall be a Home Health Agency licensed by the Arizona Department of Health Services (“ADHS”) and in accordance with A.A.C.R6-6-1520, certified by Medicare, utilizing RNs, and LPNs under the direction and supervision of an RN, for both intermittent or continuous nursing care;
  - 2.2. Under certain circumstances in accordance with the Arizona Health Care Cost Containment System (“AHCCCS”), the Qualified Vendor shall be a Home Health Agency licensed by the ADHS utilizing RNs, and LPNs under the direction and supervision of an RN, for both intermittent and continuous nursing care.

### **Rate Basis**

1. Published. The published rate is based on one (1) unit of direct service.

Throughout the term of the contract, the appropriate billing codes, billing units, and associated billing rules are subject to change. All billing codes and billing units, and associated billing rules will be included in the Division’s Policies and Procedures Manual, Billing Manual, *RateBook*, and/or other provider resources made available by the Division.

**PART 6, EXHIBIT W**

**RESPIRATORY THERAPY**

**Service Description, Outcomes, and Goals**

Service Description

This service offers medically ordered treatments to restore, maintain or improve breathing and respiratory functions and to promote independence in daily activities.

Respiratory Therapy provides needed support to Members who need support with respiratory functions. This service is intended to improve the Member's respiratory Outcomes so that they are able to fully engage in their daily lives.

Outcomes

1. Members have optimal respiratory function for maximal independence in daily activities.

Goals

1. To support the Member, in accordance with their Planning Document, and relevant treatment and health plans, to maintain or improve respiratory function to participate in activities and routines of everyday life.

Objectives

The Qualified Vendor Shall ensure that the following objectives are met:

1. Provide services according to Member's preferences and needs, that recognize their strengths and promotes independence.
2. Based upon physician's orders and authorization by the Department's Health Care Services nurse, ensure that the respiratory therapist provides respiratory therapy to restore, maintain, or improve respiratory functions, including:
  - a. Applying and monitoring oxygen therapy;
  - b. Administering pharmacological agents to the cardiopulmonary systems;
  - c. Ventilation therapy;
  - d. Artificial airway care; and
  - e. Other procedures and measures necessary.
3. Ensure that the therapist:
  - a. Conducts an assessment and/or reviews previous assessment(s) of the Member, including the need for special equipment;
  - b. Discusses assessment(s) with the Primary Care Provider (PCP) or physician of record and participates with the Department's Health Care Services nurse and the Member's Planning Team to develop the Member's treatment plan;
  - c. Implements respiratory therapy treatment for the Member as indicated by the assessment(s) and the Member's treatment plan;

- d. Monitors and reassesses the Member's needs on a regular basis and upon request by the Department;
  - e. Provides written reports to Department staff, as requested;
  - f. Attends Planning Team meetings as appropriate and/or if requested by Department staff;
  - g. Provides training and Technical Assistance to Members and their family, caregivers, DSPs, or other appropriate Persons;
  - h. Develops and teaches therapy objectives and/or techniques to be implemented by the Member, the Member's family, caregivers, and/or appropriate Persons and provides instruction on the use and care of special equipment; and
  - i. Consults with the Member, the Member's Responsible Person, the Member's Support Coordinator, medical supply representatives, and other professional and paraprofessional staff on the features and design of special equipment that the Member May need.
4. Refer any identified issues or concerns related to the person's living situation, home and community-based services, health care providers, school services, or other community-based resources to the Support Coordinator in order to coordinate services to best meet the Member's needs; and
  5. Identify and refer for issues that require social intervention (e.g., food insecurity, unsafe housing, needed interventions or medical care, neglect, abuse).

#### **Service Requirements and Limitations**

1. This service Shall be prescribed by a qualified and licensed physician as part of a plan of care which Shall include the frequency, duration, and scope of the respiratory therapy.
2. If skilled nursing personnel are unavailable to provide ventilator dependent care in the Member's home or home and community-based approved alternative residential setting, the service May be provided by a licensed respiratory practitioner when the following conditions are met:
  - a. The Member's PCP or physician of record Shall approve/order the care by the respiratory therapist;
  - b. The Member's care requirements Shall fall within the scope of practice for the licensed respiratory therapist; and
  - c. Orientation to the care needs unique to the Member Shall be provided by the Member and most informed family member, caregiver, or DSP.
3. Using the assessment and plan development processes, the therapist Shall collaborate with the Member's Planning Team to assess a Member's needs based upon what is normally expected to be performed by a Member and/or his/her Natural Supports and give consideration to age-appropriate expectations of the Member and his/her Natural Supports (i.e., what can reasonably be

expected of the Member based on his/her age).

4. This service Should complement and not supplant the care provided by the Member's Natural Supports.
5. The Member's assessment Shall be documented in the Member's Planning Document.
6. Prior to initiating the service, the Qualified Vendor Shall obtain written orders from the Member's PCP or physician of Record. The written physician orders will be reviewed every sixty (60) Days (bimonthly) by the PCP or physician of Record and authorized/monitored by the Department's Health Care Services in conjunction with the Member's Support Coordinator.
7. If provided through a Medicare certified Home Health Agency, the supervisor will review the plan of care at least every sixty (60) Days.
8. Qualified Vendors Shall comply with monitoring activities as directed in the Provider Policy Manual(s), including collaboration and cooperation with the Division for all monitoring activities.

#### **Staff or Qualified Vendor Training and Qualifications**

1. DSPs delivering this service must comply with all training requirements specified in the Qualified Vendor Agreement (QVA) Part 5 and in the Division's Policy Manual(s).
2. This service Shall be performed by a qualified respiratory practitioner who is licensed by the Arizona State Board of Respiratory Care Examiners and a graduate of an accredited respiratory care education program curriculum that is accredited/approved by the American Medical Association's Committee on Allied Health Education and in collaboration with the Joint Review Committee for Respiratory Therapy Education. Respiratory therapist staff must:
  - a. Be a qualified respiratory therapist or respiratory therapy technician;
  - b. Be licensed by the Arizona State Board of Respiratory Care Examiners;
  - c. Be a graduate of an accredited respiratory care education program curriculum that is accredited/approved by the American Medical Association's Committee on Allied Health Education and in collaboration with the Joint Review Committee for Respiratory Therapy Education;
  - d. Have a National Provider Identifier (NPI); and
  - e. Be registered with the Arizona Health Care Cost Containment System (AHCCCS) if the service is provided to a Member who is ALTCS eligible.
3. The Qualified Vendor Shall meet the following requirements:
  - a. Be a Home Health Agency (HHA) licensed by the Arizona Department of Health Services (ADHS) and certified by Medicare utilizing Registered Nurses (RNs), and Licensed Practical Nurses (LPNs) under the direction and supervision of an RN, for both intermittent or continuous nursing care; or

- b. Under certain circumstances in accordance with AHCCCS, be a Home Health Agency licensed by the ADHS utilizing RNs, and LPNs under the direction and supervision of an RN, for both intermittent and continuous nursing care; and
  - c. Have a National Provider Identifier (NPI).
- 4. The Qualified Vendor and/or appropriate staff will attend administrative meetings, orientation, and various training required by the Department.
  - 5. The Qualified Vendor Shall maintain Records documenting training for all therapists and technicians and make training and Records available upon request, and within ten (10) Business Days, by the Department.

**Rate Basis**

- 6. The Qualified Vendor Shall bill according to the Division's Policy Manual(s), Billing Manual, and Rate Book.

**PART 6, EXHIBIT X**  
**OCCUPATIONAL THERAPY**

**Service Description, Outcomes, and Goals**

Service Description

This medically necessary therapeutic service enhances participation in roles, habits, and routines in home, employment, community, and other settings. It includes teaching self-care and home management skills; therapeutic exercises to develop strength and endurance, range of motion and flexibility; support for development of cognitive skills to improve attention, memory, problem solving; enhancing sensory processing; promoting adaptive responses to environmental demands; and treating swallowing dysfunction and/or oral function.

Occupational Therapy supports Members to fully engage in their daily lives by planning for and implementing treatment. Members are supported to:

- Use assistive technology devices/adaptive equipment;
- Engage in therapeutic exercises to develop strength and endurance and for range of motion and flexibility;
- Develop cognitive skills to improve attention, memory, and problem solving;
- Use sensory integrative techniques to enhance sensory processing and promote adaptive responses to environmental demands; and
- Treat swallowing dysfunction and/or oral function for feeding.

Outcomes

1. Members have optimal motor skills and maximal independence in sensory integration, sensory processing, and self-regulation.
2. Members enhance capabilities and increase participation in everyday life activities.

Goals

1. To support the Member, in accordance with their Planning Document and relevant treatment and health plans, to maintain or improve their motor and sensory functioning to participate in activities and routines of everyday life.
2. To support the Member and their family, caregivers, or DSPs, in accordance with their Planning Document, relevant treatment and health plans, and the Home Program, to support development and participation by incorporating learning opportunities throughout the existing daily routine.

Objectives

The Qualified Vendor Shall ensure that the following objectives are met:

1. Identify and respect the Member's cultural, racial, ethnic, linguistic, identified gender, sexual orientation, and religious or spiritual needs.
2. Provide services according to the Member's preferences and needs, that

recognizes their strengths and promotes their independence.

3. Provide support appropriate for the Member's age and aligned with typical life experiences such as playing and making friends, navigating relationships and sexuality, having and raising children, exploring recreation and hobbies, using social media and technology, getting an ID card, learning to drive or accessing public transportation, going to college or vocational school, finding a career, engaging in civic life, seeking leadership or advocacy opportunities, living more independently or renting/buying a home, or transition into retirement.
4. Evaluate and assess the Member to develop treatment and training that are based on Outcomes identified in the Member's Planning Document. The evaluation/assessment:
  - a. Addresses the concerns and questions of the Member's Planning Team as identified in the Member's Planning Document;
  - b. Is conducted by a qualified occupational therapist who is trained to use appropriate methods and procedures for the Member being evaluated;
  - c. Shall include:
    - i. A review of pertinent Records related to the Member's current health status and medical history;
    - ii. An evaluation of the Member's level of functioning and assessment of the unique needs of the Member;
    - iii. An interview with the Member and their Natural Supports, and DSP using appropriate questionnaires;
    - iv. Direct observations by the occupational therapist; and
    - v. Standardized test and procedures, as appropriate.
  - d. Shall result in written evaluation reports that shall:
    - i. Address desired Outcomes of the Member and their family related to activities of their daily lives;
    - ii. Recommend therapeutic Outcomes and strategies for the Member's Planning Document;
    - iii. Recommend a Home Program to be incorporated into the Member's daily routine; and
    - iv. Document other recommendations, as identified, such as technology or equipment needs.
  - e. The occupational therapist reviews and discusses evaluation/assessment results with the Member/Responsible Person and other Planning Team Members.
5. Based on the needs and Outcomes identified in the evaluation/assessment, develop a Home Program of therapeutic activities for the Member, train Members and their family, caregivers, or DSPs to implement the Home Program, and

monitor the Home Program. The Home Program:

- a. Contains specific activities that the Member and family/caregivers/DSPs can do each Day to help the Member to meet their Outcomes;
  - b. Is part of the Member's daily routines;
  - c. Is reviewed with the Member and family/caregiver/DSP, and updated by the occupational therapist as part of all treatment sessions; and
  - d. Is documented in each quarterly report including progress, oversight, changes, and/or additions.
6. The Home Program Should support the Member with therapeutic activities that are medically necessary and that are documented in their Planning Document, such as:
- a. Fine motor;
  - b. Sensorimotor including sensory processing/sensory integration;
  - c. Feeding;
  - d. Reflexes/muscle tone and other neurodevelopmental functions;
  - e. Functional living skills including socio-emotional developmental needs;
  - f. Equipment including training, adaptation and/or modification; and
  - g. Activities to support and enhance the Member's ability to participate in activities, routines, and events of everyday life.
7. The occupational therapist makes recommendations for needed equipment, possible adaptations, and repairs and supports the Member and their family/caregiver/DSP in its use.
8. The occupational therapist or certified occupational therapy assistant (COTA) Shall provide intervention, treatment, and training when professional skills are required to implement Outcomes of the Member's Planning Document.
9. When the Member no longer demonstrates clinical progress, and has attained maximal potential, or the therapy is no longer medically necessary, the occupational therapist Shall formulate and implement a functional maintenance program for the Member to achieve the Outcomes and generalize skills across environments:
- a. The therapist Shall reassess and revise the maintenance program, as needed.
10. Evaluate the need for discharge planning throughout service delivery.
11. The occupational therapist participates on the Member's Planning Team by:
- a. Collaborating with the Planning Team to ensure that all services, supports, Outcomes, and strategies are coordinated and focus on assisting the Member and their caregivers to participate in desired activities;
  - b. Reviewing and synthesizing information from all assessments,

evaluations, pertinent Records, Member and family reports, observations, and other sources of information;

- c. Identifying potential Outcomes to be incorporated into the Member's Planning Document that align with the Members and Responsible Person's, if applicable, desired Outcomes;
  - d. Identifying potential strategies/teaching methodologies to meet the therapy Outcomes; and
  - e. Documenting and reporting progress toward therapy Outcomes.
12. Refer any identified issues or concerns related to the person's living situation, home and community-based services, health care providers, school services, or other community-based resources to the Support Coordinator in order to coordinate services to best meet the Member's needs; and
13. Identify and refer for issues that require social intervention (e.g., food insecurity, unsafe housing, needed interventions or medical care, neglect, abuse).

### **Service Requirements and Limitations**

1. The Member's Planning Document Shall identify the need for evaluation, assessment, and continued services.
2. This service requires a Primary Care Provider (PCP) or physician's order, or prescription, for the assessment/evaluation and a certified POC for ongoing occupational therapy services.
3. Frequency and duration of occupational therapy services are based on the qualified provider/PCP's certified POC.
4. The occupational therapist develops a POC utilizing the objective findings of the occupational therapy evaluation. The POC Shall:
  - a. Include, at a minimum, the Member's treatment diagnosis, long-term treatment goals as well as the type, duration, and frequency of therapy services as well as the discharge criteria;
  - b. Include the signature and professional identity of the occupational therapist who established the POC and the date it was established;
  - c. Be sent to the Member's PCP for certification as soon as possible;
  - d. Include a dated signature on the POC by the provider or PCP for the Member as well as the PCP's NPI number; and
  - e. Be provided to the Member's Support Coordinator with a copy of the certified POC prior to authorization of services.
5. In accordance with the Members and their Family Members desired Outcomes, decisions for the type and frequency of services are made by all Planning Team Members.
6. Service delivery methods, times, days, and locations are flexible and meet the requirements of the Member, the Member's Responsible Person, and their

caregivers.

7. This service Shall be provided with a parent, family, or caregiver present and participating in the therapy session.
8. This service Shall only be provided in:
  - a. The Member's home;
  - b. The Member's community;
  - c. A Group Home, Nursing Supported Group Home, or Behavioral-Supported Group Home;
  - d. A Vendor Supported Developmental Home;
  - e. A skilled nursing facility;
  - f. An Intermediate Care Facility (ICF);
  - g. The Qualified Vendor's office/center;
  - h. A Day Treatment and Training location as identified in the Member's Planning Document under the following circumstances:
    - i. At the request of the Member/Responsible Person and with the agreement of the Day Treatment and Training program, with a DSP or caregiver present and participating.
9. This service Shall not be provided when the Member is hospitalized.
10. This service Shall use a coaching process and style of interaction to build the capacity of the Member, Natural Supports, and DSPs to meet the Outcomes identified in the Member's Planning Document, and the Outcomes identified in the Member's Planning Document Shall support the model of service delivery (e.g., coaching).
11. Co-treatment May only be provided as outlined in the Division's Policy Manual(s).
12. The Member's Planning Team determines who will be responsible for the implementation of the Home Program to assist the Member in attaining the Outcomes.
13. The occupational therapist monitors any equipment that supports the Member's occupational therapeutic Outcomes.
14. Qualified Vendors Shall comply with monitoring activities as directed in the Provider Policy Manual(s), including collaboration and cooperation with the Division for all monitoring activities.

#### **Staff or Qualified Vendor Training and Qualifications**

1. DSPs delivering this service comply with all minimal training requirements specified in the Qualified Vendor Agreement (QVA) Part 5 and in the Division's Policy Manual(s).
2. The Qualified Vendor Shall ensure that all occupational therapists and COTAs

meet all applicable licensure requirements in order to provide therapy services, including:

- a. Occupational therapy services Shall be provided by a Person licensed by the Arizona Board of Occupational Therapy Examiners;
  - b. An occupational therapist utilizing a COTA Shall adhere to the supervision licensure requirements from the Arizona Board of Occupational Therapy Examiners pursuant to A.R.S. §§ 32-3401, et seq.; and
  - c. Each occupational therapist and COTA Shall have a National Provider Identifier (NPI).
3. The Qualified Vendor and/or appropriate staff will attend administrative meetings, orientation, and various training required by the Department.
  4. The Qualified Vendor Shall maintain Records documenting training for all therapists and COTAs and make training and Records available upon request, and within ten (10) Business Days, by the Department.

**Rate Basis**

1. The Qualified Vendor Shall bill according to the Division's Policy Manual(s), Billing Manual, and Rate Book.
2. The Qualified Vendor Shall bill the Department this modified rate. This modified rate Shall receive prior approval by the Department.

**PART 6, EXHIBIT Y**  
**PHYSICAL THERAPY**

**Service Description, Outcomes, and Goals**

Service Description

This medically necessary therapeutic service assists the Member in keeping, learning, or improving physical skills and functioning for daily living. Physical therapy includes motor function training, therapeutic exercise, manual therapy techniques, assistive technology, functional training in self-care and domestic needs, employment, community, social, and civic life.

Physical therapy supports Members to fully engage in their daily lives by planning for and implementing treatment. Members are supported to:

- Develop motor function;
- Use therapeutic exercise;
- Have directly applied manual therapy techniques;
- Use assistive technology; and
- Receive functional training for physical needs and education and instruction.

Outcomes

1. Members have optimal physical health and maximal physical independence.
2. Members enhance capabilities and increase participation in everyday life activities.

Goals

1. To support the Member, in accordance with their Planning Document and relevant treatment and health plans, to maintain or improve their physical functioning to participate in activities and routines of everyday life.
2. To support the Member and their family, caregivers, or DSPs, in accordance with their Planning Document, relevant treatment and health plans, and the Home Program, to support development and participation by incorporating learning opportunities throughout the existing daily routine.

Objectives

The Qualified Vendor Shall ensure that the following objectives are met:

1. Identify and respect the Member's cultural, racial, ethnic, linguistic, identified gender, sexual orientation, and religious or spiritual needs.
2. Provide services according to the Member's preferences and needs, that recognizes their strengths and promotes their independence.
3. Provide support appropriate for the Member's age and aligned with typical life experiences such as playing and making friends, navigating relationships and sexuality, having and raising children, exploring recreation and hobbies, using

social media and technology, getting an ID card, learning to drive or accessing public transportation, going to college or vocational school, finding a career, engaging in civic life, seeking leadership or advocacy opportunities, living more independently or renting/buying a home, or transition into retirement.

4. Evaluate and assess the Member to develop treatment and training that are based on Outcomes identified in the Member's Planning Document. The evaluation/assessment:
  - a. Addresses the concerns and questions of the Member's Planning Team as identified in the Member's Planning Document;
  - b. Is conducted by a qualified physical therapist who is trained to use appropriate methods and procedures for the Member being evaluated;
  - c. Shall include:
    - i. A review of pertinent Records related to the Member's current health status and medical history;
    - ii. An evaluation of the Member's level of functioning and assessment of the unique needs of the Member;
    - iii. An interview with the Member and their Natural Supports, and DSPs using appropriate questionnaires;
    - iv. Direct observations by the physical therapist; and
    - v. Standardized test and procedures, as appropriate.
  - d. Shall result in written evaluation reports that Shall:
    - i. Address desired Outcomes of the Member and their Family related to activities of their daily lives;
    - ii. Recommend therapeutic Outcomes and strategies for the Member's Planning Document;
    - iii. Recommend a Home Program to be incorporated into the Member's daily routine; and
    - iv. Document other recommendations, as identified, such as technology or equipment needs.
  - e. The physical therapist reviews and discusses evaluation/assessment results with the Member/Responsible Person and other Planning Team Members.
5. Based on the needs and Outcomes identified in the evaluation assessment, develop a Home Program of therapeutic activities for the Member, train Members and their Family/caregivers/DSP to implement the Home Program, and monitor the Home Program. The Home Program:
  - a. Contains specific activities that the Member and Family/caregivers/DSPs can do each day to help the Member to meet their Outcomes;
  - b. Is part of the Member's daily routines;

- c. Is reviewed with the Member and Family/caregiver/DSP, and updated by the physical therapist as part of all treatment sessions; and
  - d. Is documented in each quarterly report including progress, oversight, changes, and/or additions.
6. The Home Program Should support the Member with therapeutic activities that are medically necessary and that are documented in their Planning Document, such as:
  - a. Gross motor, gait, balance, proprioception, strength, and fine motor;
  - b. Muscle tone, neuromuscular, cardiovascular;
  - c. Reflex testing (as appropriate);
  - d. Equipment including training, adaptation and/or modifications; and
  - e. Activities to support and enhance the Member's ability to participate in activities, routines, and events of everyday life.
7. The physical therapist makes recommendations for needed equipment, possible adaptations, and repairs and supports the Member and their Natural Supports, and DSP in its use.
8. The physical therapist/physical therapist assistants Shall provide intervention, treatment, and training when professional skills are required to implement Outcomes of the Member's Planning Document.
9. When the Member no longer demonstrates clinical progress, and has attained maximal potential, or the therapy is no longer medically necessary, the physical therapist Shall formulate and implement a functional maintenance program for the Member to achieve the Outcomes and generalize skills across environments.
  - a. The therapist Shall reassess and revise the maintenance program, as needed.
10. Evaluate the need for discharge planning throughout service delivery.
11. The physical therapist participates on the Member's Planning Team by:
  - a. Collaborating with the Planning Team to ensure that all services, supports, Outcomes, and strategies are coordinated and focus on assisting the Member and their caregivers to participate in desired activities;
  - b. Reviewing and synthesizing information from all assessments, evaluations, pertinent Records, Member and Family reports, observations, and other sources of information;
  - c. Identifying potential Outcomes to be incorporated into the Member's Planning Document that align with the Members/Responsible Person's desired Outcomes;
  - d. Identifying potential strategies/teaching methodologies to meet the therapy Outcomes; and
  - e. Documenting and reporting progress toward therapy Outcomes.

12. Refer any identified issues or concerns related to the person's living situation, home and community-based services, health care providers, school services, or other community-based resources to the Support Coordinator in order to coordinate services to best meet the Member's needs; and
13. Identify and refer for issues that require social intervention (e.g., food insecurity, unsafe housing, needed interventions or medical care, neglect, abuse).

### **Service Requirements and Limitations**

1. The Member's Planning Document Shall identify the need for evaluation, assessment, and continued services.
2. This service requires a Primary Care Provider (PCP) or physician's order, or prescription, for the assessment/evaluation and a certified POC for ongoing physical therapy services.
3. Frequency and duration of physical therapy services are based on the qualified provider or PCP's certified POC.
4. The Physical Therapist develops a POC utilizing the objective findings of the physical therapy evaluation. The POC must:
  - a. Include, at a minimum, the Member's treatment diagnosis, long-term treatment goals as well as the type, duration, and frequency of therapy services as well as the discharge criteria;
  - b. Include the signature and professional identity of the physical therapist who established the POC and the date it was established;
  - c. Be sent to the Member's PCP for certification as soon as possible;
  - d. Include a dated signature on the POC by the physician or PCP for the Member as well as the PCP's NPI number; and
  - e. Be provided to the Member's Support Coordinator with a copy of the certified POC prior to authorization of services.
5. In accordance with the Member's and the Responsible person's desired Outcomes, decisions for the type and frequency of services are made by all Planning Team Members.
6. Service delivery methods, times, days, and locations are flexible and meet the requirements of the Member and the Member's Responsible Person, and their Natural Supports.
7. Outpatient physical therapy services are covered for ALTCS Members, acute Members, and Members over the age of twenty-one (21) when medically necessary.
8. This service Shall only be provided in:
  - a. The Member's home;
  - b. The Member's community;
  - c. A Group Home, Nursing Supported Group Home, Behavioral-Supported

Group Home;

- d. A Vendor Supported Developmental Home;
  - e. A skilled nursing facility;
  - f. An Intermediate Care Facility (ICF), including Members over the age of twenty-one (21) years;
  - g. The Qualified Vendor's office/center;
  - h. Day Treatment and Training location as identified in the Member's Planning Document under the following circumstances:
    - i. With the Day Treatment and Training staff present and learning how to implement activities to meet the Member's outcome(s) and in conjunction with the Home Program
9. This service Shall use a coaching process and style of interaction to build the capacity of the Member, Natural Supports, and DSP's to meet the Outcomes identified in the Member's Planning Document, and the Outcomes identified in the Member's Planning Document support the model of service delivery (e.g., coaching).
10. Co-treatment May only be provided as outlined in the Division's Policy Manual(s).
  - a. Continued co-treatment is determined at each planning meeting.
11. The Member's Planning Team determines who will complete the Home Program to assist the Member in attaining the Outcomes.
12. The therapist monitors any equipment that supports the Member's physical therapeutic Outcomes.
13. Qualified Vendors Shall comply with monitoring activities as directed in the Provider Policy Manual(s), including collaboration and cooperation with the Division for all monitoring activities.

### **Staff or Qualified Vendor Training and Qualifications**

1. DSPs delivering this service must comply with all training requirements specified in the Qualified Vendor Agreement (QVA) Part 5 and in the Division's Policy Manual(s).
2. The Qualified Vendor Shall ensure that all physical therapist and physical therapist assistants meet all applicable licensure requirements in order to provide therapy services, including:
  - a. Physical Therapy services Shall be provided by a Person licensed by the Arizona Board of Physical Therapy Examiners:
    - i. A physical therapist using a physical therapist assistant Shall adhere to the supervision requirements from the Arizona Board of Physical Therapy Examiners.
  - b. Physical therapy technicians or other Persons who are not physical

therapists or physical therapist assistants Shall not be used to provide this service; and

- c. Each physical therapist and physical therapist assistant Shall have a National Provider Identifier (NPI).
3. The Qualified Vendor and appropriate staff will attend administrative meetings, orientation, and various training required by the Department.
4. The Qualified Vendor Shall maintain Records documenting training for all therapists and therapy assistants and make training and Records available upon request, and within ten (10) Business Days, by the Department.

**Rate Basis**

1. The Qualified Vendor Shall bill according to the Division's Policy Manual(s), Billing Manual, and Rate Book.
2. The Qualified Vendor Shall bill the Department this modified rate. This modified rate Shall receive prior approval by the Department.

**PART 6, EXHIBIT Z**  
**SPEECH THERAPY**

**Service Description, Outcomes, and Goals**

Service Description

This medically necessary therapeutic service ameliorates, restores, or rehabilitates speech-language communication and swallowing disorders that have been lost or damaged as a result of a chronic disease or other medical conditions, or congenital anomalies or injuries. These services are targeted to language disorders, speech production disorders, and oral, motor, swallowing, or feeding disorders.

Speech therapy services are designed to optimize and maintain Members' ability to communicate and swallow, thereby improving quality of life. Speech Therapy supports Members with communication, including speech production and fluency in language, cognition, voice, resonance, and hearing. Speech Therapy supports Members with all aspects of swallowing, including related feeding behaviors. Services May result in a communication disorder diagnosis, identification of a communication difference, prognosis for change (in the Member or relevant contexts), intervention and support, evaluation of their effectiveness, and referral for other assessments or services as needed.

Outcomes

1. Members have the optimal ability to communicate and swallow and maximum independence in these abilities.
2. Members have improved functional communication and swallowing Outcomes.

Goals

1. To support the Member, in accordance with their Planning Document and appropriate treatment and POC., to maintain or improve their communication and swallowing safety for independent feeding to participate in activities and routines of everyday life.
2. To support the Member and their family, caregivers, or DSPs, in accordance with their Planning Document, relevant treatment and health plans, and the Home Program, to support development and participation by incorporating learning opportunities throughout the existing daily routine.

Objectives

The Qualified Vendor Shall ensure that the following objectives are met:

1. Identify and respect the Member's cultural, racial, ethnic, linguistic, identified gender, sexual orientation, and religious or spiritual needs.
2. Provide services according to the Member's preferences and needs, that recognizes their strengths and promotes their independence.
3. Provide support appropriate for the Member's age and aligned with typical life experiences such as playing and making friends, navigating relationships and sexuality, having and raising children, exploring recreation and hobbies, using

social media and technology, getting an ID card, learning to drive or accessing public transportation, going to college or vocational school, finding a career, engaging in civic life, seeking leadership or advocacy opportunities, living more independently or renting/buying a home, or transition into retirement.

4. Speech therapy services are intended to:
  - a. Identify and optimize underlying anatomic and physiologic strengths and weaknesses related to communication and swallowing effectiveness.
  - b. Assess the communication and swallowing-related demands of activities in the Member's life.
  - c. Identify and optimize the Member's ability to perform relevant/desired social, academic, and vocational activities despite possible ongoing communication and related impairments.
  - d. Identify and optimize ways to facilitate social, academic, and vocational participation associated with the impairment.
  - e. Identify and optimize personal and environmental factors that are barriers to or facilitators of successful communication (including the communication competencies and support behaviors of everyday people in the environment).
  - f. Offer a reasonable statement of prognosis is made to referral sources, Members, and their families/caregivers/DSPs though the Outcomes of speech, language, or hearing services May not be guaranteed.
  - g. Monitor and measure service Outcomes to ensure the quality of services provided and improve the quality of those services.
  - h. Provide or refer for appropriate follow-up services to determine functional Outcomes and the need for further services after discharge.
5. Evaluate and assess the Member to develop treatment and training that are based on Outcomes identified in the Member's Planning Document. The evaluation/assessment:
  - a. Addresses the concerns and questions of the Member's Planning Team as identified in the Member's Planning Document;
  - b. Is conducted by an appropriately credentialed and trained speech-language pathologist trained to use appropriate methods and procedures for the Member being evaluated; and
  - c. May be static (e.g., using procedures designed to describe current levels of functioning within relevant domains) and/or dynamic (e.g., using hypothesis testing procedures to identify potentially successful intervention and support procedures).
  - d. Shall include:

- i. A review of pertinent Records related to the Member’s current health status and history, including medical status, education, vocation, and socioeconomic, cultural, and linguistic backgrounds;
  - ii. Review of auditory, visual, motor, and cognitive status;
  - iii. An interview with the Member and their Natural Supports, and DSPs using appropriate questionnaires;
  - iv. Standardized and/or non-standardized measures of specific aspects of speech, spoken and unspoken language, cognitive-communication, and swallowing function. Assessment Should include dynamic assessment elements and other informal assessments (e.g., direct observation of language use in a variety of natural contexts) to supplement standardized assessment data;
  - v. Analysis of associated medical, behavioral, environmental, educational, vocational, social, and emotional factors;
  - vi. Identification of potential for effective intervention strategies and compensations;
  - vii. Behavioral observation to determine the Member’s skills in a naturalistic setting/context;
  - viii. Diagnose communication and swallowing disorders, as appropriate;
  - ix. Formulate impressions to develop a plan of treatment and recommendations;
  - x. Selection of standardized measures for speech, language, cognitive-communication, and/or swallowing assessment with consideration for documented ecological validity;
  - xi. Follow-up services to monitor communication and swallowing status and ensure appropriate intervention and support for Members with identified speech, language, cognitive-communication, and/or swallowing disorders; and
  - xii. Direct observations by the Speech Therapist.
- e. Shall result in written evaluation reports that shall:
- i. Address desired Outcomes of the Member, and their Responsible Person, as applicable, related to activities of their daily lives;
  - ii. Recommend Outcomes and strategies for the Member’s Planning Document;
  - iii. Recommend a Home Program to be incorporated into the Member’s daily routine;
  - iv. Include a referral for recommendations for technology or equipment needs, if appropriate;

- v. Include pertinent background information, results and interpretation, prognosis, and recommendations indicating the need for further assessment, follow-up, referral, Outcomes, strategies for the Member's Planning Document, and a Home Program. When intervention is recommended, information is provided concerning frequency, estimated duration, and service type (e.g., individual, group) required;
        - vi. Address the type and severity of the speech, language, cognitive-communication or swallowing disorder, and associated conditions (e.g., medical diagnoses), if applicable;
        - vii. Include summaries of previous services for speech-language pathology services, if applicable; and
        - viii. The therapist reviews and discusses evaluation/assessment results with the Member and Responsible Person, if applicable, and other Planning Team Members.
      - f. The assessment results Shall be distributed to the Member, their Responsible Person, and DSPs as appropriate, and to the referral source and other professionals when appropriate and with written consent.
6. Based on the needs and Outcomes identified in the evaluation assessment, develop a Home Program consisting of activities for the Member, train Members and their family, caregivers, or DSPs to implement the Home Program, and monitor the Home Program. The Home Program:
  - a. Aims to support the Members, family, caregiver, DSP for the generalization of the established Speech Therapy Outcomes, goals, and objectives across settings for the communication disorder, feeding and swallowing disorder, or related disorders;
  - b. Contains specific activities that the Member and their Natural Supports, and DSP can do each day to help the Member to meet their Outcomes;
  - c. Is part of the Member's daily routines;
  - d. Is reviewed with the Member, the Natural Supports, Responsible Person as applicable and DSP updated by the speech language pathologist as part of all treatment sessions; and
  - e. Is documented in each quarterly report including progress, oversight, changes, and/or additions, and includes a report of the Member's and Responsible Person's participation and adherence to the established home treatment program.
7. The Home Program Should support the Member with activities that are documented in their Planning Document.
8. The speech language pathologist or speech language pathology assistant (SLPA) provides intervention, treatment, and training when professional skills are required to implement Outcomes identified in the Member's Planning Document.

9. When therapy is no longer reasonable and necessary on a regular basis, a speech language pathologist Shall access and establish a functional maintenance program for the Member to achieve the Outcomes.
  - a. The speech language pathologist Shall reassess and revise the maintenance program as needed.
10. The speech language pathologist makes recommendations for needed technology or equipment, possible adaptations, and repairs and supports the Member and their Natural Supports and DSP in its use.
11. Assess and establish the criteria for discontinuing Speech Therapy services that include a prognosis with clearly established discharge criteria.
12. The speech language pathologist participates on the Member's Planning Team by:
  - a. Collaborating with the Planning Team to ensure that all services, supports, Outcomes, and strategies are coordinated and focus on assisting the Member and their caregiver(s) to participate in desired activities;
  - b. Reviewing and synthesizing information from all assessments, evaluations, pertinent Records, Member and family reports, observations, and other sources of information;
  - c. Identifying potential Outcomes to be incorporated into the Member's Planning Document that align with the Member's and their Responsible Person's desired Outcomes;
  - d. Identifying potential strategies and teaching methodologies to meet the therapy Outcomes;
  - e. Documenting and reporting progress toward therapy Outcomes.
13. Refer any identified issues or concerns related to the person's living situation, home and community-based services, health care providers, school services, or other community-based resources to the Support Coordinator in order to coordinate services to best meet the Member's needs; and
14. Identify and refer for issues that require social intervention (e.g., food insecurity, unsafe housing, needed interventions or medical care, neglect, abuse).

### **Service Requirements and Limitations**

1. The Member's Planning Document Shall identify the need for evaluation, assessment, and continued services.
2. This service requires a Primary Care Provider (PCP) or physician's order, or prescription, for the assessment/evaluation and a certified POC for ongoing speech therapy services.
3. Frequency and duration of speech therapy services are based on the qualified provider/PCP's certified POC.
4. The speech therapist develops a POC utilizing the objective findings of the evaluation. The POC must:

- a. Include, at a minimum, the Member's treatment diagnosis, long-term treatment goals as well as the type, duration, and frequency of therapy services as well as the discharge criteria;
  - b. Include the signature and professional identity of the speech language pathologist who established the POC and the date it was established;
  - c. Be sent to the Member's PCP for certification as soon as possible;
  - d. Include a dated signature on the POC by the provider or PCP for the Member as well as the PCP's NPI number; and
  - e. Be provided to the Member's Support Coordinator with a copy of the certified POC prior to authorization of services.
5. In accordance with the Member's and their family member's desired Outcomes, decisions for the type and frequency of services are made by all Planning Team Members.
  6. Service delivery methods, times, days, and locations are flexible and meet the requirements of the Member, the Responsible Person, and their caregivers.
  7. Speech Therapy is covered on an outpatient basis for Members receiving Early and Periodic Screening, Diagnostics, and Treatment (EPSDT), KidsCare, and Arizona Long Term Care System (ALTCs) Members.
  8. This service Shall be provided with a Natural Support present and participating in the therapy session.
  9. This service Shall only be provided in:
    - a. The Member's home;
    - b. The Member's community;
    - c. A Group Home, Nursing Supported Group Home, Behavioral-Supported Group Home;
    - d. A Vendor Supported Developmental Home;
    - e. A skilled nursing facility;
    - f. An Intermediate Care Facility;
    - g. The Qualified Vendor's office/center; or
    - h. A Day Treatment and Training location as identified in the Member's Planning Document under the following circumstances:
      - i. With the Day Treatment and Training staff present and learning how to implement activities to meet the Member's Outcomes(s) and in conjunction with the Home Program
  10. This service Shall utilize a coaching process and style of interaction to build the capacity of the Member/family/caregivers to meet the Member's Planning Document Outcomes.

11. This service Shall use a coaching process and style of interaction to build the capacity of the Member, Natural Support, and DSPs to meet the Outcomes identified in the Member's Planning Document, and the Outcomes identified in the Member's Planning Document support the model of service delivery (e.g., coaching).
12. Co-treatment May only be provided as outlined in the Division's Policy Manual(s).
13. The Member's Planning Team determines who will be responsible for the implementation of the Home Program to assist the Member in attaining the Outcomes.
14. The speech language pathologist or speech language pathologist assistant monitors any equipment that supports the Member's Speech Therapy Outcomes.
15. Qualified Vendors Shall comply with monitoring activities as directed in the Provider Policy Manual(s), including collaboration and cooperation with the Division for all monitoring activities.

#### **Staff or Qualified Vendor Training and Qualifications**

1. DSPs delivering this service comply with all minimum training requirements specified in the Qualified Vendor Agreement (QVA) Part 5 and in the Division's Policy Manual(s).
2. The Qualified Vendor Shall ensure that all direct service providers (speech language pathologists and speech language pathologist assistants) meet all applicable licensure requirements in order to provide therapy services, including:
  - a. Speech therapy services Shall be provided by a qualified speech language pathologist or speech language pathologist assistant that holds a license issued by the ADHS;
  - b. A speech language pathologist utilizing a licensed speech language pathologist assistant Shall adhere to supervision licensure requirements;
  - c. A speech language pathologist who has a temporary license from ADHS and is completing a clinical fellowship year. He or she Shall be under the direct supervision of an American Speech-Language-Hearing Association (ASHA) certified speech language pathologist. AHCCCS registration will be terminated at the end of two (2) years if the fellowship is not completed at that time.
3. Each speech language pathologist and speech language pathologist assistant Shall have a National Provider Identifier (NPI).
4. The Qualified Vendor and appropriate staff will attend administrative meetings, orientation, and various trainings required by the Department.
5. The Qualified Vendor Shall maintain Records documenting training for all therapists and therapy assistants and make training and Records available upon request, and within ten (10) Business Days, by the Department.

**Rate Basis**

7. The Qualified Vendor Shall bill according to the Division's Policy Manual(s), Billing Manual, and Rate Book.

**PART 6, EXHIBIT AA**

**HABILITATION, MUSIC THERAPY**

**Service Description, Outcomes, and Goals**

Service Description

This service offers therapeutic music intervention to increase the wellness, stress management, and emotional expression, as well as promote remediation of speech and language skills of Members. This service includes interventions that are unique to each Member, such as habilitative therapies, special developmental skills, behavior intervention, and sensorimotor development activities performed through active or passive musical activities by a Board-Certified Music Therapist (MT-BC).

**Habilitation**, Music therapy supports Members to manage stress by developing emotional expression techniques. It also supports Members to engage socially with others and develop self-management skills.

Outcomes

1. Members have optimal stress management, emotional expression, and sensorimotor skills, and have improved social interactions and independent functioning.

Goals

1. To support the Member, in accordance with their Planning Document, with opportunities to engage in practicing and managing emotional expression through the use of therapeutic musical techniques.
2. To support the Member and their family, caregivers, or DSPs, in accordance with their Planning Document, to incorporate learning opportunities throughout the existing daily routine.

Objectives

The Qualified Vendor Shall ensure the following objectives are met:

1. Identify and respect the Member's cultural, racial, ethnic, linguistic, identified gender, sexual orientation, and religious or spiritual needs.
2. Provide services according to the Member's preferences and needs, that recognizes their strengths and promotes their independence.
3. Provide support appropriate for the Member's age and aligned with typical life experiences such as playing and making friends, navigating relationships and sexuality, having and raising children, exploring recreation and hobbies, using social media and technology, getting an ID card, learning to drive or accessing public transportation, going to college or vocational school, finding a career, engaging in civic life, seeking leadership or advocacy opportunities, living more independently or renting/buying a home, or transition into retirement.
4. Evaluate and assess the Member to develop treatment and training based on Outcomes identified in the Member's Planning Document. The evaluation/assessment Shall:

- a. Address the Member's Planning Team's concerns and questions, as identified in the Member's Planning Document;
  - b. Be conducted by a MT-BC who is trained to use appropriate methods and procedures for the Member being evaluated; and
  - c. Include information about the Member's strengths and needs, including, but not limited to, social interactions, language, speech and communication skills, sensorimotor skills, sensory perception, cognitive function, and skills to manage emotional expression.
5. Based on the needs and Outcomes identified in the evaluation assessment, develop therapeutic activities for the Member, teach Members and their family, caregivers, or DSPs to implement activities in the Member's daily routine. Therapeutic activities Shall support the Member to:
- a. Maximize physical, emotional, cognitive, and social needs through the use of music interventions;
  - b. Develop, maintain, or enhance knowledge and adaptive skills related to Outcomes identified in their Planning Document;
  - c. Provide opportunities for the Member to interact socially with their housemates, their own family, friends, and the community; and
  - d. Facilitate the removal of barriers related to social interaction and independent functioning through the techniques available from an MT-BC
6. The MT-BC Shall provide intervention, treatment, and training when professional skills are required to implement Outcomes of the Member's Planning Document.
7. When therapy is no longer reasonable and necessary on a regular basis, a MT-BC Shall access and establish a functional maintenance program for the Member to achieve the Outcomes.
- a. The MT-BC Shall reassess and revise the maintenance program, as needed.
8. Assess discharge planning throughout service delivery.
9. The MT-BC participates on the Member's Planning Team by:
- a. Collaborating with the Planning Team to ensure that all services, supports, Outcomes, and strategies are coordinated and focus on assisting the Member and their caregivers to participate in desired activities;
  - b. Reviewing and synthesizing information from all assessments, evaluations, pertinent Records, Member and family reports, observations, and other sources of information;
  - c. Identifying potential Outcomes to be incorporated into the Member's Planning Document that aligns with the Members and their families desire Outcomes;
  - d. Identifying potential strategies/teaching methodologies to meet the therapy Outcomes; and

- e. Documenting and reporting progress toward therapy Outcomes.
- 10. Refer any identified issues or concerns related to the person's living situation, home and community-based services, health care providers, school services, or other community-based resources to the Support Coordinator in order to coordinate services to best meet the Member's needs; and
- 11. Identify and refer issues that require social intervention (e.g., food insecurity, unsafe housing, needed interventions or medical care, neglect, abuse).

### **Service Requirements and Limitations**

- 1. Qualified Vendors assist in developing the Planning Document, including:
  - a. Developing individualized, time-limited Outcomes, based on the Member's and Responsible Person's, if applicable, vision for the future and assessed needs;
  - b. Developing a specific teaching strategy for each habilitative Outcomes within twenty (20) Business Days after service initiation for a new or a continuing placement and whenever the Member has chosen a new Outcome. The specific teaching strategy for each Outcome Shall identify the schedule for implementation, frequency of services, data collection methods, and the steps to be followed to teach the new skill; and
  - c. Changing specific outcome(s) and/or strategies when requested by the Member or agreed upon by their Planning Team to support continued measurable progress toward the outcome.
- 2. This service May only be provided by a MT-BC.
- 3. The Member's Planning Document Shall identify the need for **Habilitation**, Music ~~Therapy~~ services.
- 4. In accordance with the Members and their family members' desired Outcomes, decisions for the type and frequency of services are made by all Planning Team Members.
- 5. Service delivery methods, times, Days, and locations are flexible and meet the requirements of the Member, the Member's Responsible Person, and their caregivers.
- 6. This service Shall only be provided in:
  - a. A setting owned or leased by the Qualified Vendor;
  - b. The Member's home; or
  - c. The Member's community.
- 7. This service Shall not be provided:
  - a. When the Member is hospitalized;
  - b. When the Member is attending Day Treatment and Training; or

- c. In conjunction with a daily habilitation service (i.e., Group Home, Nursing Supported Group Home, Behavioral-Supported Group Home, Vendor Supported Developmental Home, or Individually Designed Living Arrangement).
8. The Outcomes identified in the Member's Planning Document support using the music modality.
9. Qualified Vendors Shall comply with monitoring activities as directed in the Provider Policy Manual(s), including collaboration and cooperation with the Division for all monitoring activities.

**Staff or Qualified Vendor Training and Qualifications**

1. DSPs delivering this service must comply with all training requirements specified in the Qualified Vendor Agreement (QVA) Part 5 and in the Division's Policy Manual(s).
2. In addition, MT-BCs must:
  - a. Have, at a minimum, a Bachelor of Science degree, Bachelor of Arts degree in Music Therapy, or a Bachelor of Music degree;
  - b. Have completed all educational and clinical training requirements as required by the American Music Therapy Association inclusive of a six (6) month internship at an approved site as well as pre-clinical hours completed during their academic coursework; and
  - c. Currently, hold the MT-BC credential as issued by the Certification Board for Music Therapists.
3. Each MT-BC Shall be trained and oriented to implement the Planning Document and applicable behavioral plan for the Member and to follow the protocols for responding and reporting incidents to the Department.
4. The Qualified Vendor and/or appropriate staff will attend administrative meetings, orientation, and various training required by the Department.
5. The Qualified Vendor Shall maintain Records documenting training for all MT-BCs and make training and Records available upon request, and within ten (10) Business Days, by the Department.

**Rate Basis**

1. The Qualified Vendor Shall bill according to the Division's Policy Manual(s), Billing Manual, and Rate Book.

**PART 7, EXHIBIT BB**

**DEVELOPMENTAL HOME SUBCONTRACT**

**Arizona Department of Economic Security**

**Division of Developmental Disabilities**

Since 2005, the Department has secured Community Developmental Disability Services from Qualified Vendors through the Qualified Vendor Agreement (QVA) under A.A.C. R6-6-2101 et al. This Subcontract is intended for use between Qualified Vendors contracted to provide Vendor Supported Developmental Home services to Members, and licensed Developmental Home Provider(s). This Subcontract is effective on the date of the last signature and Shall terminate upon the termination of the QVA or upon termination of the Developmental Home Provider License, or by request of either party in the context of terminating the QVA or terminating or transferring the Developmental Home license. This Subcontract applies to Habilitation, Vendor Supported Developmental Home (Child and Adult) and Room and Board, Vendor Supported Developmental Home (Child and Adult) services. Developmental Home Providers contracted with Qualified Vendors under this Subcontract provides the basis for Provider Indemnity Program (PIP) coverage pursuant to Arizona Revised Statutes (A.R.S.) § 41-621(B).

**Definitions**

- a. AHCCCS – Arizona Health Care Cost Containment System as established by Arizona Revised Statutes (A.R.S.) § 36-2901 *et seq.* and defined by Arizona Administrative Code (A.A.C.) R9-22-101(B).
- b. ALTCS – Arizona Long Term Care System as authorized by A.R.S. § 36-2932.
- c. Arizona Administrative Code (A.A.C.) – State regulations established pursuant to relevant statutes.
- d. Arizona Revised Statutes (A.R.S.) – Codified laws of the State of Arizona or as May be amended.
- e. Developmental Home Provider – A current licensee holder who provides either Adult Developmental Home or Child Developmental Home services as defined by A.R.S. § 36-551 or a Child Developmental Certified Home as defined by A.R.S. § 8-501.
- f. Direct Support Professional (DSP) – A Person with current training according to the training and/or certification or licensing requirements of the service(s) they provide, to deliver services to Members in order to support Members to develop independent skills and be included in their communities. Some DSPs are required to complete DCW training. DSPs may include developmental home providers and therapists who provide direct support.
- g. Division or DDD – Means the Division of Developmental Disabilities within the Department of Economic Security. References to rules, policies, or

procedures of the Division Shall be interpreted to include all rules, policies, and procedures of the Department.

- h. Health Insurance Portability and Accountability Act (HIPAA) – The Health Insurance Portability and Accountability Act of 1996 (Pub. L. 104-109) is a federal law that requires standards to protect sensitive patient health information from being disclosed without the patient’s consent or knowledge. These rules protect the privacy of Protected Health Information (PHI) in any form and safeguard the confidentiality, integrity, and availability of any Electronic PHI (ePHI).
- i. Home and Community-Based Services (HCBS) – Services as defined in A.R.S. §36-2931 and A.R.S. §36-2939(B) and as referenced in A.A.C. R6-6-1501(9).
- j. Long Term Services and Supports (LTSS) – Services and supports provided to Members of all ages who have functional limitations and/or chronic illnesses that have the primary purpose of supporting the ability of the Member to live or work in the setting of their choice, which May include the individual’s home, a provider-owned or controlled residential setting, a nursing facility, or other institutional setting [42 CFR 438.2].
- k. Qualified Vendor – A provider of Community Development Disability Services that has applied for Qualified Vendor status, meets the criteria for Qualified Vendor status, and has entered into a Qualified Vendor Agreement with the Department.
- l. Qualified Vendor Agreement (QVA) – The legal, binding document between the Department and a Qualified Vendor describing the services the Qualified Vendor is qualified to provide and the terms and conditions governing the relationship between the Department and the Qualified Vendor including any amendments, attachments, schedules, or exhibits.
- m. Responsible Person – Means the parent or guardian of a minor with a developmental disability, the guardian of an adult with a developmental disability or an adult with a developmental disability who is a client or an applicant for whom no guardian has been appointed (A.R.S. §36-551, 37).

## **2. General Requirements**

### **a. Implied Subcontract Terms.**

Each provision of law and any terms required by law to be in this Subcontract are a part of this Subcontract as if fully Stated in it.

Each provision of the QVA executed by a contracted Qualified Vendor applies to this Subcontract and is a part of this Subcontract as if fully Stated in it.

### **b. Subcontract Order of Precedence.**

In the event of a conflict in the provisions of the Subcontract, and as May be amended, the following Shall prevail in the order set forth below:

- i. This Subcontract,
  - ii. Qualified Vendor Agreement
- c. Compliance with Applicable Laws. The materials and services supplied under this Subcontract Shall comply with all applicable Federal, State, and local laws, and the Developmental Home Provider Shall maintain all applicable licensing, certification, and permit requirements.
- d. Specified Applicable Laws: In addition to requirements within the QVA, the Developmental Home Provider Shall comply with the following.
- i. In accordance with A.R.S. § 36-557(E)(4) all Members who receive services under this Subcontract Shall have all of the same specified rights as they would have if enrolled in a service program operated directly by the State.
  - ii. Nothing in this Subcontract Shall be construed as a waiver of a Native American tribe's sovereign immunity. Nothing Shall be construed as a Native American tribe's consent to be sued or as consent by a Native American tribe to jurisdiction of any State Court.
  - iii. The Developmental Home Provider Shall comply with the requirements related to reporting to a peace officer or consumer protective services incidents of crimes against children or vulnerable adults as specified in A.R.S. §§ 13-3620, 46-454, and 46-457.
  - iv. The Developmental Home Provider Shall only provide services that are specified on the license issued by the Department or the Arizona Department of Child Safety (ADCS). This includes the type of service or program, and the number, gender, and ages of Members the Developmental Home Provider(s) May receive for care.
  - v. The Developmental Home Provider Shall not accept referrals or provide Developmental Home services until the Developmental Home Provider has first obtained all required licenses, certifications, and permits, and Shall maintain good standing throughout service provision.
  - vi. The Developmental Home Provider Shall take proper safety and health precautions to protect the Member(s), the public and the property of the Developmental Home Provider.
- e. Central Registry. The provisions of A.R.S. § 8-804 are hereby incorporated in its entirety as provisions of this Subcontract. The term juvenile in A.R.S. § 8-804 Shall also mean vulnerable adult as defined in A.R.S. § 13-3623.
- f. Insurance. The Developmental Home Provider is insured pursuant to A.R.S. §§ 41-621 and 35-154 *et seq.* and this signed Subcontract.



- accurately to Members and others in the community;
- ii. Participate as appropriate in the Member's planning process, including the implementation of plan objectives;
  - iii. Maintain Member privacy and confidential information in conformity with Federal and State law, rule, and Department policy;
  - iv. Ensure that Members receiving service are safely supervised and accounted for;
  - v. Act in a professional manner, honor commitments, and treat Members and families with dignity and respect;
  - vi. Exercise absolute zero tolerance for the following: sexual activity with Members and family members, employ authority or influence with Member and families for the benefit of a third party, exploit the Member's trust in the Developmental Home Provider, or accept any commission, rebates, or any other form of remuneration except for payments by the Qualified Vendor.
- k. Advising or Advocating on Behalf of a Member. The Developmental Home Provider Shall comply with the requirements under 42 C.F.R. § 438.102 and the contract between the Department and the Arizona Health Care Cost Containment System Administration (AHCCCSA). The Department May not prohibit, or otherwise restrict, a provider acting within the lawful scope of practice, from advising, or advocating on behalf of a Member who is authorized to receive services from the provider for the following:
- i. The Member's health status, medical care, or treatment options including any alternative treatment that May be self-administered.
  - ii. Any information the Member needs in order to decide among all relevant treatment options.
  - iii. The risks, benefits, and consequences of treatment or no treatment.
  - iv. The Member's right to participate in decisions regarding his or her health care, including the right to refuse treatment, and to express preferences about future treatment decisions.
- l. Address Confidentiality Program. The Developmental Home Provider Shall comply with the requirements of Arizona Address Confidentiality Program, A.R.S. § 41-161 *et seq.* The Department will advise the Qualified Vendor as to applicable policies and procedures the Department has adopted for such compliance.
- m. Limited English Proficiency. The Developmental Home Provider Shall ensure that all services provided are culturally relevant and linguistically appropriate to the population to be served following Department Policy, Limited English Proficiency (LEP), DES 1-01-34 and any subsequent revisions.

- n. Warranty of Services. The Qualified Vendor and the Developmental Home Provider, by execution of this Subcontract, warrants that it has the ability, authority, skill, expertise, and capacity to perform the services specified in the Subcontract.
  - o. Certification of Truthfulness of Representation. By signing this Subcontract, the Qualified Vendor and the Developmental Home Provider certifies the following:
    - i. That all representations set forth herein are true to the best of its knowledge; and
    - ii. That it will maintain all representations, comply with all covenants, and perform all duties throughout the term of the Subcontract.
3. **Scope of Work**. Under this Subcontract the Developmental Home Provider Shall adhere to and comply with applicable service specifications including:

*Outcomes*

- a. Developmental Home Provider Shall assist Members to live as independently as possible and develop or enhance their independence in their home, participation in their community, and relationships with others.

*Goals*

- a. The Developmental Home Provider, in accordance with the Member's Planning Document, Shall support the Member to develop skills for independent living in their home, including adaptive and self-determination skills, while offering supervision and assistance to assure their health and safety.
- b. The Developmental Home Provider, in accordance with the Member's Planning Document, Shall support the Member to socialize with their housemates, their family, their friends, and community Members, including providing information and access to community resources and opportunities for community participation.

*Objectives*

- a. The Developmental Home Provider, as applicable, Shall ensure that the following objectives are met:
  - i. Identify and respect the Member's cultural, racial, ethnic, linguistic, identified gender, sexual orientation, and religious or spiritual needs.
  - ii. Provide services according to the Member's preferences and needs, that recognizes their strengths and promotes their independence.
  - iii. Provide support appropriate for the Member's age and aligned with typical life experiences such as playing and making friends, navigating relationships and sexuality, having and raising children,

exploring recreation and hobbies, using social media and technology, getting an ID card, learning to drive or accessing public transportation, going to college or vocational school, finding a career, engaging in civic life, seeking leadership or advocacy opportunities, living more independently or renting/buying a home, or transition into retirement.

- iv. Provide room and board and support the Member actively participate in household decisions as per the Home and Community-Based Settings Final Rule.
- v. Be responsible for providing support and supervision aligned with the Member's needs, as documented in their Planning Document, twenty-four (24) hours per day, seven (7) Days a week, which May include school, day programs, respite, and other support to be coordinated by the Developmental Home Provider in collaboration with the Qualified Vendor. Jobs or other obligations of the Developmental Home Provider May not conflict with or limit appropriate support and supervision needed by the Member.
- vi. Develop an alternative care and supervision plan to meet the needs of the Developmental Home Provider and Member(s) and coordinate qualified alternative care when needed.
- vii. Assist the Member in achieving and maintaining a quality of life that promotes the Member's vision for the future and priorities.
- viii. Support the Member with activities that they, and the responsible Person, if applicable, have decided they need help with or that are documented in their Planning Document, such as:
  1. Using specific teaching strategies to achieve identified Outcomes;
  2. Supporting Members in developing relationships of their choice, including enhancing social skills, confidence, and problem solving for daily interactions, along with providing active support, when needed, for Members to socialize with housemates and family;
  3. Provide opportunities for Members to interact socially with the Developmental Home Provider, their own family, friends, and the community;
  4. Supporting Members to make informed self-determined choices about their home and community lives;
  5. Provide training and supervision for Members to increase or maintain self- help and adaptive skills to live in and participate successfully in their communities;
  6. Implementing strategies to facilitate social and recreational activities that do not regiment, individual initiative, autonomy,

and independence in making life choices including but not limited to, daily activities, physical environment, and with whom to interact;

7. Provide opportunities for Members to participate in a range of community activities and use community resources;
8. Assist Members to develop the knowledge and skills needed to be a valued Member of their community based on their own choices;
9. Practicing daily living and independent functioning skills such as using a smart phone, using technology, shopping, using money, cooking, cleaning, self-care, monitoring and addressing emotional well-being, using community resources, navigating their community, using public/community transportation, self-medication, and first aid;
10. Assistance and training for personal, physical, mobility, or augmentative alternative communication needs;
11. Implementing positive behavior support strategies, developing behavior intervention plans with the Planning Team, and coordinating with behavioral health programs for proper implementation of plans and for review of medication treatment plans when needed;
12. Ensuring that the Member's health needs are met, including providing follow up as requested by the Member's primary care provider or medical specialist;
13. Providing or arranging transportation, as necessary, for community or Planning Document related activities, including transportation to employment, day treatment and training, medical appointments, visits with family and friends, school when necessary, and other community activities;
  - a. Other reasonable transportation within the community is also the responsibility of the Developmental Home Provider including fees associated with the transportation. If a Member chooses to use public transportation instead, and the choice is documented in the planning document and public transportation fees are the responsibility of the Member.
14. Implementing all therapeutic recommendations including speech, occupational, and physical therapy, and assisting Members in following special diets, exercise routines, or other therapeutic plans;

15. Providing appropriate support and general supervision to meet the Member's needs;
  16. Provide companion care by transporting and/ or accompanying to medical appointments and assisting with personal care needs and/or supervision during an appointment that a medical practitioner is unable to provide;
  17. Identifying and referring for issues that require social intervention (e.g., food insecurity, unsafe housing, needed interventions or medical care, neglect, abuse);
  18. Play an active role in ensuring that services with other involved entities, including other Home and Community-Based Service providers, health care providers, schools, and Vocational Rehabilitation are coordinated to best meet the Member's needs;
  19. Adhere to and comply with the requirements for service delivery as outlined in this QVA;
  20. Comply with oversight and monitoring activities performed by the Department and the Qualified Vendor to ensure compliance with the QVA, compliance with the Subcontract, and maintenance of proper certification; and
  21. Participate and cooperate with the Department, as needed, in the development and implementation of corrective action plans.
- ix. The Developmental Provider Shall obtain copies from the Qualified Vendor of the following services specifications:
1. Habilitation, Vendor Supported Developmental Home (Child and Adult), and
  2. Room and Board, Vendor Supported Developmental Home (Child and Adult).
- x. The Scope of Work of this Subcontract May not be amended by the Qualified Vendor or Developmental Home Provider, except to add additional requirements (e.g., training) or duties, but May not encompass fewer requirements than those outlined previously in this Subcontract.

#### **4. Staff or Qualified Vendor Training and Qualifications**

- a. DSPs delivering this service must comply with all training requirements specified in the Qualified Vendor Agreement Part 5 and in the Division's Policy Manual(s).
- b. For Child Developmental Homes, DSPs Shall also meet the standards required by the Arizona Department of Child Safety (ADCS) for foster care licensure.

- c. DSPs Shall meet the requirements of licensure, and all DSPs Shall meet all of the qualifications, training, and responsibilities required by law including those specified in Arizona’s Administrative Code.
- d. DSPs will attend planning meetings, orientation, and various trainings required by the Department.
- e. Developmental Home Providers Shall affirm their understanding of Federal and State law, rule, and policy regarding confidential information.

**5. Minimum Requirements for Signatures and Identifying Information**

- a. Qualified Vendor Name, FEI
- b. Developmental Home Provider(s) Name(s), SSN or FEI, and License Number
- c. Dated Signature of each Developmental Home Provider
  - i. For cohabiting individuals, both licensees Shall sign the document.
- d. Dated Signature of Qualified Vendor Signatory.

<del>1. Qualified Vendor Name</del>	<del>2. FEI Number</del>	<del>3. Site Code</del>
<del>4. Developmental Home Provider Name<sup>1</sup></del>	<del>5. SSN or FEI</del>	<del>6. License Number</del>
<del>7. Developmental Home Provider Name</del>	<del>8. SSN or FEI</del>	<del>9. License Number</del>
<del>10. Signature of Developmental Home Provider</del>		<del>11. Date</del>
<del>12. Signature of Developmental Home Provider</del>		<del>13. Date</del>

<sup>1</sup> For cohabiting individuals, both licensees Shall sign the document.

<del>14. Signature of Qualified Vendor Signatory</del>	<del>15. Date</del>

**PART 7 - EXHIBIT CC**  
**BUSINESS PLAN REVIEW TOOL**

<b>RFQVA DDD-2024 - Part 7 EXHIBIT CC</b>  <b>BUSINESS PLAN REVIEW TOOL</b>  Applicants are requested to organize and present their Business Plan in the same order as shown in this tool, and strongly encouraged to use this tool to evaluate the quality and completeness of their Business Plan prior to its submission as part of the application.	
<b>SECTION</b>	
<b>1. COVER PAGE</b>	
a. Business Name	
b. Business Address	
c. Business Phone Number	
d. Business Email Address	
<b>2. TABLE OF CONTENTS</b>	
<b>3. EXECUTIVE SUMMARY</b>	
a. List the legal form of ownership (e.g., Sole Proprietorship, Limited Liability Company, Corporation, Limited Liability Partnership).	page #
b. Provide a summary of the advantages to the State of Arizona should it enter into a contract with your business.	page #
c. Describe the business goals of your management team for this contract in the first, third, and fifth year of business.	page #

d. List the percentage of the business you anticipate to be funded by the Division in the first, third and fifth year of business.	page #
e. Summarize the experience and strengths your business has in providing the services you are applying for, to individuals with ID/DDD.	page #
f. Summarize the experience and successes your key personnel and management team have in running a business.	page #
g. Describe your business, the services currently provided, if any, and how, why and when the business was formed.	page #
<b>4. MANAGEMENT AND ORGANIZATIONAL STRUCTURE</b>	
a. Provide a chart identifying the organizational reporting structure	page #
b. Provide position descriptions for all positions in the organization, including primary job duties and assigned responsibilities	page #
c. Identify professional and advisory support (e.g., consultants, board of directors) and how these supports will be utilized. <b>Describe the level of involvement of each owner and signatory as listed on the application. State whether or not the individual is responsible for the management, oversight and/or provision of services as outlined in the RFQVA</b>	page #
d. Identify all affiliations with other individuals, organizations, entities, share holders, voting members, and owners holding 5% or more interest in the business, including all holding companies and parent organizations.	page #
<b>5. SERVICES</b>	
a. Describe how you have or will implement person centered principles in training, oversight, service delivery and quality management.	page #
b. Identify the geographic area(s) in which the business proposes to provide services (e.g. Bisbee, Parker, Window Rock, Yuma).	page #
c. Identify the total number of individuals the business intends to provide services to through the QVA in the first twelve (12) months from the Contract Effective Date.	page #
<b>6. OPERATIONAL &amp; QUALITY MANAGEMENT PLANS</b>	
a. Demonstrate your understanding and the importance of control systems in business, and describe the processes and procedures you have adopted or developed as part of your systems.	page #
b. Describe the systems in place designed to minimize risk and liability to individuals served, to staff, to the business, and the State.	page #

<b>7. FINANCIAL PLAN</b>	
a. Identify sufficient operating capital for a minimum of three (3) months with no funding from the Division.	page #
b. Provide financial documents which are mathematically correct, current within 90 days of Management Level Review, consistent with information provided in the business plan and demonstrate sufficient operating capital per 7a.	page #
c. Describe anticipated expenses (e.g., payroll, training, certification, insurance, third-party collections, and facility costs) that will occur for operation and revenues for a three-year period. (e.g., break-even analysis, projected cash flow).	page #
d. Include a plan for phase-in and start-up considerations for each service that demonstrates an understanding of the proposed area of service delivery, the demand for the services in the area, the existing competition in the area, and an understanding of the Division's rate structure in the published RateBook.	page #
e. Identify a contingency plan if forecasted service delivery levels are not met.	page #
<b>8. MARKETING PLAN</b>	
a. Describe the market research you have and will conduct for each service, service area, existing competition, and projected service need.	page #
b. Describe how your staff recruitment process addresses member choice.	page #
<b>9. GROWTH PLAN</b>	
a. Describe your growth plan including increases to proposed service capacity and expansion of service areas while maintaining high quality of service delivery. Provide a projection of the anticipated pace of growth.	page #
b. Indicate the total number of members you intend to serve during the first twelve (12) months from the contract effective date.	page #
<b><u>Qualifications of Key Positions</u></b>	
<i>Mark an X by all that apply and provide the supporting credentials within the Business Plan. Include page #.</i>	

<p><b>At all times throughout the term of this QVA, the individual holding the Key Position responsible for the business operation of the business entity, who may be an owner, chief executive officer (CEO), chief financial officer (CFO) business administrator or similar title, Shall meet one of the following requirements:</b></p>	
<p>Earned a bachelor’s degree or more in finance, business administration, or another closely related field from an accredited college or university , with at least two (2) years of experience working in finance, business administration, or another closely related field; or</p>	page #
<p>Earned an associate’s degree or more in finance, business administration, or another closely related field from an accredited college or university , with at least five (5) years of experience working in finance, business administration, or another closely related field; or</p>	page #
<p>Have at least seven (7) years of experience working as an owner, CEO, CFO, director, administrator, business administrator, or similar title.</p>	page #
<p><i>Mark an X by all that apply and provide the supporting credentials within the Business Plan. Include page #.</i></p>	
<p><b>At all times throughout the term of this QVA, an individual holding a Key Position responsible for program operation Shall meet at least one of the following requirements:</b></p>	
<p>Earned a bachelor’s degree or more in social science, health education, psychology, sociology, social work, health sciences, early childhood education, special education, rehabilitation counseling, or another closely related field from an accredited college or university, with at least two (2) years of management or supervision experience in a human service field or developmental disability service field; or</p>	page #
<p>Have at least five (5) years of experience in leadership or management of an entity that services the ID/ DD population or other similar population; or</p>	page #
<p>Have at least two (2) years of experience working directly with people with ID/DD, meet the federal requirements for a Qualified Intellectual Disabilities Professional (QIDP) specified in 42 C.F.R. § 483.430, and be licensed, certified, or registered in the State of Arizona as a(n):</p>	page #
<p><i>Must mark an X in the box for the row above this one AND at least one other box in this section. Provide the supporting credentials within the Business Plan. Include page #.</i></p>	
<p>Doctor of medicine or osteopathy;</p>	page #
<p>Registered nurse;</p>	page #
<p>Occupational therapist;</p>	page #
<p>Occupational therapy assistant;</p>	page #
<p>Physical therapist;</p>	page #

**ARIZONA**  
 — DEPARTMENT OF —  
**ECONOMIC SECURITY**

Psychologist;	page #
Social worker;	page #
Speech language pathologist;	page #
Audiologist;	page #
Professional dietitian, registered by the American Dietetic Association; or	page #
Have earned a bachelor's degree or more in a human services field, such as sociology, special education, rehabilitation counseling, or psychology.	page #
The individual responsible for business operations will be an authorized signatory of the QVA contract; or/and	page #
The individual responsible for program operations will be an authorized signatory of the QVA contract.	page #

**PART 7, ATTACHMENT A**  
**ASSURANCES AND SUBMITTALS**

**INSTRUCTIONS:**

The Applicant/Qualified Vendor Shall respond to each of the following items, then provide this completed document and all applicable submittals in the format prescribed by the Department. The submittals Shall indicate the item number to which it corresponds and also include the Applicant's Federal Employer Identification Number (FEIN).

1. Does the Applicant/Qualified Vendor agree to remain current on, adhere to, and comply with any applicable changes to Arizona law or federal law and regulations guiding Community Developmental Disability Services, Department rules or policy, AHCCCS rules or policy, and Division Rate Book and billing process that apply to the provision of each developmental disability services applied for and awarded?  
 Yes  No
2. Does the Applicant/Qualified Vendor agree to maintain information within designated Department systems (e.g., Qualified Vendor Contract Administration System or the CAS) to reflect current Applicant/Qualified Vendor operations and information?  
 Yes  No
3. Does the Applicant/Qualified Vendor understand and agree that the Department May terminate the QVA based upon inactivity? For example, the Applicant/Qualified Vendor has not obtained authorizations and/or provided services to eligible Members during a six (6) month period.  
 Yes  No
4. Does the Applicant/Qualified Vendor agree to maintain and comply with any licensing, certification, credentialing and/or registration requirements set forth under federal or Arizona law, rules, or policy for the provision of each developmental disability service applied for and awarded?  
 Yes  No
5. Does the Applicant/Qualified Vendor understand that payment will not be made for services delivered prior to the **Initial Service Start Date** ~~Contract Effective Date~~ of any licensing, certification, credentialing and/or registration as required by federal or Arizona law, rules, or policy?  
 Yes  No
6. Has the Applicant/Qualified Vendor or any of its Key Personnel had a Community

Developmental Disability Service or similar service license(s), certification(s) and/or registration(s) revoked, denied, or suspended in Arizona or in any other state within the past seven (7) years?

- Yes  No

6.1 If yes, submit an explanation and current status.

7. Has the Applicant/Qualified Vendor or any of its Key Personnel been a party to any Contract terminated for cause relating to Community Developmental Disability Services or similar services in Arizona or in any other state within the past seven (7) years?

- Yes  No

7.1 If yes, submit a detailed description of such terminations.

8. Has the Applicant/Qualified Vendor or any of its Key Personnel been a party to any litigation relating to Community Developmental Disability Services or similar services in Arizona or in any other state within the past seven (7) years?

- Yes  No

8.1 If yes, submit a detailed description of such terminations.

9. Are there any court actions, liens or judgments pending or entered within the last seven (7) years against the Applicant/Qualified Vendor or any of its Key Personnel related to the provision of Community Developmental Disability Services or similar services in Arizona or in any other state?

- Yes  No

9.1 If yes, submit a summary of those suits or judgments and describe actions

the Applicant/Qualified Vendor has taken to prevent future suits or judgments.

10. Has the Applicant/Qualified Vendor or any of its Key Personnel been convicted of a criminal offense related to Medicare, Medicaid, State Children’s Health Insurance Program, or any other federal benefit program?

Yes                       No

10.1 If yes, submit a summary of the conviction(s) and current status.

11. Has the Applicant/Qualified Vendor or any of its Key Personnel been convicted of a felony?

Yes                       No

11.1 If yes, submit information on the Key Personnel and the conviction.

12. Has any federal or state agency ever made a finding of noncompliance with any civil rights requirements with respect to the Applicant/Qualified Vendor or any of its Key Personnel?

Yes                       No

12.1 If yes, submit an explanation.

13. Has the Applicant/Qualified Vendor or any of its Key Personnel been debarred, suspended, or otherwise lawfully prohibited from any public procurement activity, or does the Applicant/Qualified Vendor employ, consult, Subcontract with, or

otherwise reimburse for services any Person substantially involved in the management of another entity that is now debarred, suspended, or otherwise lawfully prohibited from any public procurement activity?

- Yes  No

13.1 If yes, submit an explanation.

13.2 Is a suspension or debarment currently pending?

- Yes  No

13.2.1 If yes, submit an explanation.

14. Are there any judgments, tax deficiencies or claims pending or entered against the Applicant/Qualified Vendor or against any entity affiliated by common ownership or directorship with the Applicant/Qualified Vendor that would require disclosure in an Audited Financial Statement or that would affect the financial stability of the Applicant/Qualified Vendor? Affiliated common ownership means any Person(s) owning over five percent (5%) of the Applicant/Qualified Vendor's outstanding voting shares or other ownership interests who also owns over five percent (5%) of another corporation or entity's outstanding voting shares or other ownership interests. Common Directorship means that a majority of the Persons comprising the directors of the Applicant/Qualified Vendor or performing similar management and oversight functions if the Applicant/Qualified Vendor is a limited liability company or other non-corporate entity, also comprise the majority of the directors of another corporation or Persons performing similar management and oversight functions with respect to a limited liability company or other non-corporate entity.

- Yes  No

14.1 If yes, submit a disclosure Statement.

15. Has the Applicant/Qualified Vendor or any of its Key Personnel declared bankruptcy within the last seven (7) years?

- Yes  No

15.1 If yes, submit the most recent or the final court-approved order disposing of the case, including any court-approved plans.

16. Is the Applicant/Qualified Vendor a corporation or other entity that is affiliated with another corporation or entity?

- Yes  No

16.1 If yes, submit an organizational chart that demonstrates ownership and/or corporate affiliations with Business Plan.

17. Does the Applicant/Qualified Vendor agree to notify the Department of any acquisitions or mergers as soon as possible, and before setting a price or entering into negotiation for the acquisition or merger.

- Yes  No

18. Does the Applicant/Qualified Vendor, or any of its Key Personnel or administrative staff, have direct or indirect responsibility for the purchasing, authorizing, monitoring, or evaluating of Community Developmental Disability Services or Qualified Vendors? Or does the Applicant/Qualified Vendor, or any of its Key Personnel or administrative staff have a relative, as defined in Arizona Revised Statutes (A.R.S.) §38-502, who is an employee of the Department with direct or indirect responsibility for the purchasing, authorizing, monitoring, or evaluating of Community Developmental Disability Services or Qualified Vendors?

- Yes  No

18.1 If yes, submit a Statement disclosing the conflict or potential Conflict of Interest including employee name, title, and current duties/responsibilities.

19. Does the Applicant/Qualified Vendor utilize electronic systems for either health records (Electronic Health Records-EHR) or visit tracking/verification (Electronic Visit Verification-EVV)?

Yes  No

19.1 If yes to Assurance 19, does the Applicant/Qualified Vendor agree to disclose to the Department the specific systems and use related to EHR and/or EVV?

Yes  No

19.2 If yes to Assurance 19, will the Applicant/Qualified Vendor provide assurance to the Department that any systems used for EHR and/or EVV meet all applicable HIPAA and/or PHI requirements?

Yes  No

20. Is the Applicant/Qualified Vendor required to make a full written disclosure pursuant to the Substantial Interest Disclosure provision of Part 3, 4.11 of the RFQVA?

Yes  No

20.1 If yes, submit a full written disclosure of the proposed payments and amount.

21. Does the Applicant/Qualified Vendor certify that it did not engage in collusion or other anti-competitive practices in order to prepare or submit the Application or any Amendment to the QVA?

Yes  No

22. Does the Applicant/Qualified Vendor certify that it will comply with Audits required in Part 3, 5.3 of the RFQVA and prepare and submit to the Department the required financial reports according to the timeframe specified?

Yes  No

23. Does the Applicant/Qualified Vendor certify that it will submit the Certificates of Insurance, required by Part 3, 7.6 of the RFQVA, prior to accepting a referral or providing a service?

Yes  No

23.1 Does the Applicant/Qualified Vendor understand that service authorizations and payments May be withheld unless the Applicant/Qualified Vendor has provided acceptable proof of insurance coverage as required by Part 3, 7.6 of the RFQVA,?

Yes  No

23.2 Does the Applicant/Qualified Vendor certify that it will submit any renewal or change to the Certificates of Insurance to the Department's **primary Certificate of Insurance partner** ~~Contract Administration Unit~~ within ten (10) Business Days of renewal or change?

Yes  No

23.3 Does the Applicant/Qualified Vendor certify that the Applicant's/Qualified Vendor's Insurer or the Applicant/Qualified Vendor will provide **the Department's primary Certificate of Insurance partner** ~~Contract Administration Unit~~ with a copy of all notices of insurance cancellation (including, but not limited to, notices issued prior to the ~~Contract Effective Date of cancellation~~) immediately upon issuance or receipt?

Yes  No

24. Will the Applicant/Qualified Vendor use a subcontractor(s) to provide Community Developmental Disability Services? If no, no additional response is required for 24.1 to 24.5.

Yes  No

24.1 If yes to Assurance 24, the applicant/Qualified Vendor certifies that it will utilize the Developmental Home Subcontract Agreement as applicable with each developmental home provider, and submit information about each Subcontract for all other services as required in Part 3, 6.4 of the RFQVA.

Yes  No

24.2 If yes to Assurance 24, will the Applicant/Qualified Vendor provide all the required insurance for the subcontractor(s)?

Yes  No

24.3 If no to Assurance 24.2, does the Applicant/Qualified Vendor **understand that the Division reserves the right to request subcontractor(s) Certificates of Insurance from the Qualified Vendor at any time** ~~certify that it will obtain the required Certificates of Insurance from the subcontractor(s) and submit the certificates to the Department's Contract Management Unit?~~

Yes  No

24.4 If yes to Assurance 24, does the Applicant/Qualified Vendor certify that its Subcontracts incorporate by reference the entirety of the QVA and the Arizona Health Care Cost Containment System's (AHCCCS) Minimum Subcontract Provisions?

Yes  No

24.5 If yes to Assurance 24, does the Applicant/Qualified Vendor understand the State May request verification of compliance for any Qualified Vendor or Subcontractor performing work under the QVA and that all costs necessary to verify compliance are the responsibility of the Qualified Vendor?

Yes  No

25. Does the Applicant/Qualified Vendor warrant 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 and Key Personnel?

Yes  No

26. Does the Applicant/Qualified Vendor warrant compliance with all Federal immigration laws and regulations relating to employees and warrant its compliance with A.R.S. §23-214, subsection A? (That subsection reads: After December 31, 2007, every employer, after hiring an employee, Shall verify the employment eligibility of the employee through the E-Verify program and Shall keep a Record of the verification for the duration of the employee's employment or at least three years, whichever is longer.)

Yes  No

27. Does the Applicant/Qualified Vendor certify that background checks ~~of for employment through~~ the Arizona Department of Child Safety (DCS) Central Registry Shall be conducted for each new or existing employee, Subcontractor, or volunteer, who provides direct services to children or vulnerable adults? By answering yes, the Applicant/Qualified Vendor certifies that background checks for each subsequent employee, Subcontractor, and volunteer will be done as required by law, regulation, and contract. The Applicant/Qualified Vendor **Shall ensure that new or existing employees, subcontractors and volunteers use the Centralized Background Check Portal (CBC Portal) to create an account and submit a search request for a Central Registry Background Check.** ~~May utilize the form Request for Search of Central Registry for Background Check available on the Department's website.~~

Yes  No

27.1 Does the Applicant/Qualified Vendor certify that a Person (employee, Subcontractor or volunteer) awaiting **results** ~~receipt~~ of the DCS Central Registry Background Check will be permitted to provide direct service to Division Members only if the Person has first completed and submitted the Direct Service Position **DDD 1727-A** ~~certification~~ and: (1) the Person is not currently the subject of an investigation of child abuse or neglect in Arizona or any other state or jurisdiction, and (2) the Person has not been the subject

of an investigation of child abuse or neglect in Arizona, or another state or jurisdiction, which resulted in a substantiated finding?

Yes  No

27.2 Does the Applicant/Qualified Vendor agree to complete and submit documentation necessary for the Division to access all search results in the CBC Portal for Applicant/Qualified Vendor?

Yes  No

27.3 Does the Applicant/Qualified Vendor certify that if the Central Registry Background Check specifies any disqualifying act and the Person does not have a Central Registry exception, the Person Shall be prohibited from providing direct services to Members?

Yes  No

28. Does the Applicant/Qualified Vendor certify that it will screen all employees, contractors, and/or Subcontractors no less frequently than monthly to determine whether any of them have been excluded (debarred, suspended, or otherwise lawfully prohibited) from participation in federally-funded health care programs by checking the following databases and any other such databases that May be prescribed?

Yes  No

28.1 The List of Excluded Individuals and Entities (LEIE), which May be accessed at the US Department of Health and Human Services, Office of Inspector General website.

28.2 The System for Award Management (SAM), which May be accessed at the US Government's System for Award Management (SAM) website.

29. Will all solicitation amendments to this RFQVA, issued by the Department, be acknowledged by an authorized signature and will the signature page(s) of the Amendment(s) be submitted in the format **and manner** required by the Department?

Yes  No

30. Did a consultant assist the Applicant/Qualified Vendor in completing the Application or in preparing a Qualified Vendor Amendment to the awarded QVA?

Yes  No

30.1 If yes, submit a list of the name(s) and affiliation(s) (i.e., company/business name) of each consultant, including all appropriate contact information.

31. Did the Applicant/Qualified Vendor use another Application for a QVA and/or an awarded QVA as a resource in preparing this Application or an amendment to the QVA?

- Yes                       No

31.1 If yes, submit a list of the name(s) of each Applicant that submitted an Application and/or the name(s) of each awarded QVA that was used as a resource.

32. Has the information submitted, containing all required forms and attachments, to the Department for the Qualified Vendor Application or the QVA Amendment been submitted in the format prescribed by the Department including any forms submitted electronically via the CAS?

- Yes                       No

33. Does the Applicant/Qualified Vendor provide assurance that all materials submitted as part the Application process contain original content developed for and by the Applicant/Qualified Vendor for the purposes of this Application?

- Yes                       No

33.1 If no, submit a list of the source(s), with reference to each item within the Application, that was used as a resource in the preparation and generation of responses.

34. Does the Applicant/Qualified Vendor agree to complete and submit all required documentation listed in Part 4 Instructions to Qualified Vendor Applicants.

- Yes                       No

35. Does the Applicant/Qualified Vendor agree all owners and signatories must maintain, throughout the term of the QVA, a cleared Central Registry background

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— DEPARTMENT OF —  
**ECONOMIC SECURITY**

check with no disqualifying acts, or have an exception from the Arizona Board of Fingerprinting.

Yes

No

I have the authority and responsibility as the owner or signatory to submit this Application and to act as a representative of the entity in all phases of the Application process or the Qualified Vendor in all phases of amending as awarded QVA.

The information provided in the Application or any subsequent Amendment, including information entered into the CAS and any attachments and submittals, is true, correct, and accurate to the best of my knowledge. I understand that any false Statements May disqualify this Application from further consideration or be cause for termination of the QVA.

I agree to notify the Department within ten (10) Business Days of any changes to the information provided in this Application or in any subsequent Amendment of an awarded QVA.

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Federal Employer Identification Number

**FAILURE TO COMPLETE, SIGN, SUBMIT, AND UPDATE AS NECESSARY THIS FORM MAY BE CAUSE FOR REJECTION OF THE APPLICATION OR TERMINATION OF AN AWARDED QVA.**

**The Department May contact any source available to verify the information submitted in the Application or any subsequent Qualified Vendor Amendment proposed to an awarded QVA and May use this information and any additional information obtained from the source(s) in evaluating the Application or any subsequent Qualified Vendor Amendment to an awarded QVA.**

**PART 7, ATTACHMENT B**  
**BUSINESS PLAN**

A key component of the Application is the Business Plan. An Applicant/Qualified Vendor Shall submit a Business Plan that includes, at a minimum, the components listed below. The Applicant/Qualified Vendor Should be mindful of formatting, professionalism (e.g., appearance, grammar, accounting, and spelling) and readability. The Department May request a personal interview with the Applicant/Qualified Vendor to discuss aspects of this plan. The Applicant/Qualified Vendor is expected to be able to discuss this plan and cannot be represented by a consultant.

The Applicant/Qualified Vendor is expected to update the Business Plan and submit the revised plan to the Department if there is a material change in the operations of the Applicant/Qualified Vendor. For the purposes of the RFQVA, a material change in the operations May include, but is not limited to:

- Change in Ownership and/or Key Personnel,
- Changes in business affiliations,
- Change in service delivery (e.g., adding or removing services),
- Changes in the geographic scope of service delivery, and
- Changes to financial status that May impact the ability of the Applicant/Qualified Vendor to provide services to Members.

See Attachment Part 7 EXHIBIT CC - BUSINESS PLAN REVIEW TOOL

**PART 7, ATTACHMENT C**  
**CONTINGENCY PLAN**

The Applicant/Qualified Vendor Shall have contingency plans that address the requirements of (1) a Business Continuity Plan, and (2) a Pandemic Performance Plan, as stipulated in Part 3, 1142 of the RFQVA. Contingency plans Shall be submitted as part of the Application for a QVA and are subject to the approval by the Department. Additionally, these plans Shall be made available to the Department upon written request by the Department. If the Applicant/Qualified Vendor changes these plans, the Applicant/Qualified Vendor Shall notify the Department and submit any changes to the plan to the Department for approval within ten (10) Business Days of the notification. The State May require a copy of these plans at any time prior to or after the award of a QVA.

**1) Business Continuity Plan**

The Business Continuity Plan (BCP) Shall illustrate how the Applicant/Qualified Vendor will provide service(s) pursuant to the QVA in the event of a natural or man-made disaster (e.g., earthquake, flood, catastrophic accident, fire, explosion, gas leak) or any other emergency or unexpected event which May disrupt routine service delivery (e.g., power outage, disruption of essential utilities, evacuation by authorities, extended unavailability of owner or signatory).

At a minimum, the BCP Shall include the following:

- a) The name and contact details of a person who is authorized to act for the Qualified Vendor if the owner or, in the case of an entity, person(s) with the authority to bind the entity to the contract is not available.
- b) Internal emergency notifications such as call trees which identify primary and secondary contacts (with back-ups), text alerts, organization charts, and orders of succession.
- c) A protocol which includes contact numbers to coordinate with local police, fire, medical and other community emergency responders.
- d) The Applicant/Qualified Vendor's staff emergency points of contact(s) information, communication methods and reporting protocols with the Department.
- e) The Qualified Vendor's staff emergency points of contact(s) information, communication methods and reporting protocols with the Department.
- f) Plans to respond to the emergency while protecting the life, health and safety of Members served and to restore and resume normal business operations as soon as practical.

In addition, the Qualified Vendor Shall have contingencies for:

- a) Unexpected events within the organization/entity which may cause business interruption and which could negatively impact business operations and the ability of the Qualified Vendor to deliver services.. The contingencies shall include all actions that need to be taken by the Qualified Vendor to recover from

the business interruption.

- b) The loss of facilities/sites, including administrative and services sites.
- c) Electronic/telephone failure at primary place of business.
- d) Loss of computer systems/Records including development and implementation of associated disaster recovery plans and maintenance of backup of electronic Records.
- e) A facility evacuation plan that assures the successful evacuation of Members and staff.
- f) A self-sheltering (i.e., shelter in place) plan which maintains adequate staffing levels, food, water, prescribed medications, and equipment that meet the needs of Members for not less than seven (7) Days and for the duration of the emergency/disaster event.

## **2) Pandemic Performance Plan**

The Pandemic Performance Plan Shall illustrate how the Applicant/Qualified Vendor will meet the Agreement standards in the event of a Pandemic.

At a minimum, the Pandemic Performance Plan Shall include:

- a) Key succession and operations continuity if there is a sudden and significant decrease in an Applicant's/Qualified Vendor's workforce. Suggested components include:
  - i) Identification of a pandemic lead (and delegates) with defined roles and responsibilities for coordinating the response.
  - ii) An operation plan for continuity of critical and essential services and access to products including, but not limited to, personal protective equipment and supplies for sanitation.
  - iii) Cross-training employees for continuity for provision of critical and essential services.
  - iv) Policies for flexible worksites (e.g., telecommuting) and flexible work hours (e.g., staggered shifts).
- b) Alternative methods to ensure there are services or products in the supply chain. Suggested components include:
  - i) Determination of potential impact on continuity of services and products provided.
  - ii) Identification of the materials, equipment or supplies the business will need to stock in advance to be self-sufficient through a seven (7)-Day period.
  - iii) Identification of essential staff and other critical inputs (e.g., suppliers, Subcontractor services, products, and logistics) required to maintain business operations by location and function.
- c) An up-to-date list of company contacts and organization charts. Suggested

components include:

- i) Emergency notification call trees or mass texting functionality.
- ii) Emergency communications plan which includes identification of Applicant's/Qualified Vendor's key contacts (with back-ups) including the pandemic lead, emergency phone number including fire, police, and other community emergency services.

These plans (Business Continuity Plan and Pandemic Performance Plan) Shall be specific for each of the Applicant/Qualified Vendors' Arizona service or administrative sites and reference community emergency resources as described above. The Applicant/Qualified Vendor Shall provide annual training for all relevant staff Members on the plans. The Applicant/Qualified Vendor Shall conduct exercises annually and keep Records of the exercises. The Applicant/Qualified Vendor Shall review these plans annually, amend the plans as required, train all staff Members on any change to the plans and notify the Department of any amendments and/or changes to the plans.

Additional information and ideas for designing and implementing the Business Continuity Plan and Pandemic Plan can be obtained at [www.Ready.gov](http://www.Ready.gov).