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| RFQVA AMENDMENT | DEPARTMENT OF ECONOMIC SECURITY |
| RFQVA No: DDD 704012 | Agency: Division of Developmental Disabilities |
| Amendment No: 4 | Address: 1789 W. Jefferson, Site Code 791A Phoenix, Arizona 85005 |
| Page 1 of 8 | Phone: (602) 542-6874 |

A signed copy of the signature page (page 2) of this amendment must be included in the hard copy of the Application, or, if a Qualified Vendor Agreement has been awarded, the Qualified Vendor must return a signed copy of this amendment to:

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

The RFQVA is amended as follows:

Section 1 – NOTICE OF REQUEST FOR QUALIFIED VENDOR APPLICATIONS

Page 1-3, RFQVA Contact Person, is amended to replace the phone number for the RFQVA contact person.

Section 5 – SERVICE REQUIREMENTS/SCOPE OF WORK

Page 5-7, Section 5.11.3, 1st paragraph:

- 1st sentence, is amended to replace "four" with "two"
- Second sentence deleted
- References to schedules 1.1 and 2.1 deleted
- References to schedules 3.1 and 4.1 changed to schedules 5.1 and 6.1, respectively

Pages 5-7 and 5-8, Section 5.11.3, is amended to delete Sections 3.1 through 3.3 regarding rate determination for the Fiscal Year 2004.

Page 5-9, Sections 5.11.3.4 and 5.11.3.5 renumbered to make conforming changes, and references to schedules 3.1 and 4.1 changed to schedules 5.1 and 6.1, respectively

Page 5-9, Section 5.11.5 has a conforming change.

Section 6 – DES/DDD STANDARD TERMS AND CONDITIONS

Page 6-15, Section 6.5.7.3, is amended to add a clarification to the corrective action plan notification requirement.

The following pages are attached:

Revised SECTION 1 – NOTICE OF REQUEST FOR QUALIFIED VENDOR APPLICATIONS (RFQVA), page 1-2

Revised SECTION 5 – SERVICE REQUIREMENTS/SCOPE OF WORK, pages 5-7 through 5-9

Revised SECTION 6 – DES/DDD STANDARD TERMS AND CONDITIONS, pages 6-15 and 6-15(a)

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

NOTE: CONCURRENT WITH THE RELEASE OF THIS AMENDMENT THE DIVISION OF DEVELOPMENTAL DISABILITIES IS PUBLISHING REVISED RATE SCHEDULES (VERSION 6) THAT HAVE BEEN AMENDED TO CONFORM WITH THE AMENDMENT TO THE RFQVA.

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

Signature Date

Typed Name and Title

Name of Company

The above referenced RFQVA Amendment is hereby executed this 1st day of October, 2004, at Phoenix, Arizona.



DDO Procurement Specialist

By Mail to:

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

Service: Specialized Habilitation with Music Component

Persons with a disability may request a reasonable accommodation by contacting the RFQVA contact person. (For TDD/TTY call through the Arizona Relay Service at 800 367-8939). Requests should be made as early as possible to allow time to arrange the accommodation.

Agreement Type: Qualified Vendor Agreement with Published Rate

Agreement Term: 12 months beginning no sooner than 7/1/03, with five one-year options for the Division to extend or renew the agreement, with all agreements ending 6/30/09. The agreement can be terminated as specified in Section 6, DES/DDD Terms and Conditions.

RFQVA Contact Person (Phone/email)

Cathie Rodman (602) 542-6896 /CRodman@azdes.gov

DDD Procurement Specialist

Date

AN EQUAL EMPLOYMENT OPPORTUNITY AGENCY

2. The Qualified Vendor shall maintain a file on each consumer. A consumer's file should include the following, as applicable:
 - 2.1 Pertinent documents related to the consumer's ISP such as the consumer's ISP, the consumer's support plan, and the consumer's behavioral health treatment plan.
 - 2.2 Record of services rendered (including administration of medications) and the consumer's response to services.
 - 2.3 Documentation of communications with consumer/consumer's representative, other service providers, support coordinator, etc.
 - 2.4 Copy of the orientation document.
 - 2.5 Copy of attendance sheets.
 - 2.6 Copy of the monthly progress reports.
 - 2.7 Documentation of incidents related to the consumer and/or complaints related to the Qualified Vendor's care of the consumer and documentation of resolution.
 - 2.8 All required consents, such as General Consent and/or Consent for Use of Behavior Modifying Medications.

5.11 Application and Use of Published Rates

1. The Qualified Vendor shall comply with the following general requirements relating to the use of published rates in the delivery of agreement services. In addition, the Qualified Vendor shall comply with the rates procedures issued by the Division from time to time.
2. The published rate schedules and the requirements related to their use are available on the Division's website. The published rate schedules and the requirements related to their use may be updated or changed from time to time. Affected agreements will be amended to include changes.
3. The Division has published two rate schedules that are available on the Division's website. The schedule numbered 5.1 (5.2, 5.3, etc. for later versions) and the schedule numbered 6.1 (6.2, 6.3, etc. for later versions) will be used beginning in Fiscal Year 2005. The discussion below references rate schedules 5.1, and 6.1. As new schedules are released, they will be numbered to reflect the version (e.g., the next version of 5.1 will be numbered 5.2). However, unless otherwise provided, the explanation below will continue to apply.
 - 3.1 Schedule 5.1 (labeled "Benchmark and Adopted Rates") contains the rates that will be used beginning in Fiscal Year 2005. The Schedule contains two columns of rates. The first column labeled "Benchmark Rate" contains the rates that the Division calculated through its rate setting process. The second column labeled "Adopted Rate" contains the rates that the Division adopted for the published rate schedule and these are the rates to be used for each service when billing the Division.

- 3.2 Schedule 6.1 (labeled “Adopted Rates, Conversion to Daily Rates”) does not apply to this RFQVA. It converts the staff hourly rates from Schedule 5 to daily rates for the services of Habilitation, Community Protection and Treatment Group Home and Habilitation, Group Home; and Habilitation.
4. The Division may provide for a method to modify a published rate for a service provided to a particular consumer.
5. The Division acknowledges that the rate models used to determine the Benchmark Rates on Schedule 5.1 do not necessarily reflect actual cost profiles. Actual patterns of expenditures by Qualified Vendors may be different from those outlined in a given rate model. The Division recognizes that assumptions in the rate models may need to be updated over time.

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6.5.6 Supporting Documents and Information.

In addition to any documents, reports or information required by any other section of this agreement, the Qualified Vendor shall furnish the Division with any further documents and information deemed necessary by the Division.

6.5.7 Monitoring.

6.5.7.1 The Division may monitor the Qualified Vendor or any subcontractor and they shall cooperate in the monitoring of services delivered, facilities and records maintained and fiscal practices.

6.5.7.2 The Division will monitor the Qualified Vendor's compliance with the agreement as deemed necessary by the Division. Monitoring may also be conducted, at reasonable times, by parents and consumer representatives, by members of the Developmental Disabilities Advisory Council, and by other recognized, on-going advocacy groups for persons with developmental disabilities. The Qualified Vendor shall adhere to all related policies and procedures the Division deems appropriate to adequately evaluate the quality and impact of services and to establish on-going monitoring of service performance. The Division reserves the right to monitor the actual provision of services for compliance with the DDD Programmatic Standards and to conduct investigations in accordance with the DDD Investigation Standards and to verify staffing levels as authorized by the Division District Administration.

6.5.7.3 If the Division requires the Qualified Vendor to implement a corrective action plan, the Qualified Vendor shall notify all current and prospective consumers that they are operating under a corrective action plan. This is intended to relate to specific contract actions which require a specific corrective action plan and is not intended to cover customary program monitoring issues that require corrective action plan. Qualified Vendors will be specifically advised if a contract action requiring a corrective action plan activates this requirement. Otherwise this section is not applicable.

6.5.8 Utilization Control/Quality Assurance.

6.5.8.1 The Qualified Vendor shall, at all times during the term of this agreement, maintain an internal quality assurance system in accordance with current applicable AHCCCS rules and policies and Federal rules as specified in the current 42 CFR Part 456, as implemented by AHCCCS and the Division. Qualified Vendor requirements shall include, but are not limited to:

6.5.8.1.1 Completing statistical or program reports as requested by the Division;

6.5.8.1.2 Complying with any recommendations made by the Division's Statewide Quality Management Committee;

6.5.8.1.3 Making records available upon request;

6.5.8.1.4 Allowing persons authorized by the Division access to program areas at any hours of the day or night as deemed appropriate by the Division; and

6.5.8.1.5 Providing program information, upon request, to the Division.

6.5.8.2 The Qualified Vendor shall cooperate with the Division and AHCCCS quality assurance programs and reviews.

6.5.9 Sanctions Against Qualified Vendor.

6.5.9.1 Sanctions imposed against the Division by AHCCCSA for noncompliance with requirements for encounter data reporting, referenced in “Records” of these Terms and Conditions, that would not have been imposed but for the Qualified Vendor’s action or lack thereof will be assessed dollar for dollar against the Qualified Vendor.