



**CONTRACT AMENDMENT**  
**RFQVA No.: DDD-710000**

**ARIZONA DEPARTMENT OF  
ECONOMIC SECURITY**  
1789 W. Jefferson, 4<sup>th</sup> Floor  
Phoenix, Arizona 85007

Contract No:  
Amendment No: 9

Procurement Specialist:  
**Leah Schwab**

**DIVISION OF DEVELOPMENTAL DISABILITIES**

**Vendor Name:**

**REQUEST FOR QUALIFIED VENDOR APPLICATION AMENDMENT #9**

**EFFECTIVE August 15, 2022, THE ABOVE REFERENCED REQUEST FOR  
QUALIFIED VENDOR APPLICATION IS HEREBY AMENDED AS FOLLOWS:**

1. **Section 7 – Service Specifications:**
  - a) Section 7 is revised to add the service titled “Enhanced Behavior Group Home”
2. **Section 6 -Terms and Conditions**
3. **Pursuant to the DES/DDD Standard Terms and Conditions for Qualified Vendors, Section 6.3.9 Agreement Extension, of the Qualified Vendor Agreement, the above referenced Contract is extended through December 31, 2023.**
4. **ALL OTHER REQUIREMENTS AND SPECIFICATIONS REMAIN UNCHANGED**

CONTRACTOR HEREBY ACKNOWLEDGES RECEIPT AND  
UNDERSTANDING OF THE ABOVE AMENDMENT.

THE ABOVE REFERENCED CONTRACT  
AMENDMENT IS HEREBY EXECUTED THIS DATE BY  
THE STATE.

SIGNATURE

DATE

SIGNATURE

DATE

Print Name and Title

Michelle Skurka  
Contracts Administrator  
Division of Developmental Disabilities  
Arizona Department of Economic Security

## **INSTRUCTIONS for RFQVA # DDD 710000 Amendment #9**

The Division of Developmental Disabilities has amended RFQVA # DDD 710000. To maintain a Qualified Vendor Agreement (QVA) with the Division, each Qualified Vendor, REGARDLESS OF WHETHER THEY INTEND TO PROVIDE THE ADDED SERVICE, must amend its Qualified Vendor Agreement.

To amend the Qualified Vendor Agreement, the Division requires the Qualified Vendor to submit the signed **RFQVA Amendment #9** document to the Division's Contracts Administration Unit no later than **Friday, September 30, 2022, 5:00 p.m. M.S.T.**

**In order to ensure continued service delivery, the Division is requesting receipt of these documents no later than Friday, September 30, 2022, 5:00 p.m. M.S.T.**

In the event a Qualified Vendor fails to have an approved Amendment in place by September 30, 2022, the Division may pursue contractual remedies, up to and including termination of the Qualified Vendor Agreement.

Signing and mailing instructions:

### **1. Enter the Contract Number and Vendor's Name**

- a) Enter the Contract Number (5 digit number or 12 digit number starting with "Q")
- b) Enter the Vendor's Legal Name, as identified in the Vendor Contact Information

### **2. Print the RFQVA Amendment #9 Document**

### **3. Sign RFQVA Amendment #8 Document (one-page document):**

- a) An authorized QVA contract signatory, as identified in the Vendor Contact Information of the QVA, completes the bottom left section of the Amendment as indicated below.

CONTRACTOR HEREBY ACKNOWLEDGES RECEIPT AND UNDERSTANDING OF THE ABOVE AMENDMENT.	THE ABOVE REFERENCED CONTRACT AMENDMENT IS HEREBY EXECUTED THIS DATE BY THE STATE.
<i>Authorized Signatory Signs and Dates here</i>	<i>Do not sign here State Administrator Only</i>
SIGNATURE _____ DATE _____	SIGNATURE _____ DATE _____
<i>Print Name and Title here</i>	Michelle Skurka Contracts Administrator Division of Developmental Disabilities Arizona Department of Economic Security
Print Name and Title	

Please note failure to complete this page correctly will cause the Division to return the Amendment #9 to the QVA for correction and resubmittal which will delay the processing of your amendment.

### **4. Submittal of Amendment documents:**

Return the signed Amendment #9 documents **by mail to:**

Arizona Department of Economic Security  
Division of Developmental Disabilities  
Attn: Contracts Administration Unit, QVA Section  
P.O. Box 6123, Mail Drop 2HC3 Phoenix, AZ 85005-6123

**Scanned, faxed, or emailed documents will not be accepted.**

## **HABILITATION, ENHANCED BEHAVIORAL GROUP HOME**

### **Service Description, Outcomes, and Goals**

#### **Service Description**

This time-limited service, 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 enhanced behavioral 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. An Enhanced Behavioral 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 enhanced behavioral 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.
1. 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.
2. 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.

- 1.1 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.
3. 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.
4. Implement measures to protect the Member and others from possible harm, as are authorized through legal interventions, and documented in the Planning Document.
5. Support the Member to actively participate in household decisions as per the Home and Community Based Settings Final Rule.
6. 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 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 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 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;
- 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 (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 each 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.
7. Identifying and referring for issues that require social intervention (e.g., food insecurity, unsafe housing, needed interventions or medical care, neglect, abuse).
  8. 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.
  9. 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.
  10. Collaborate and coordinate with appropriate community resources, such as local government, parole/probation officers, and law enforcement agencies.
  11. 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 for placement in Enhanced Behavioral Group Home services.
2. Qualified Vendors assist in developing the Planning Document, including:
  - 1.1 Developing individualized, time-limited Outcomes, based on the Member/Responsible Person's vision for the future and assessed needs;
  - 1.2 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, frequency of services, data collection methods, and the steps to be followed to teach the new skill;
    - a. Beginning a data-driven behavioral assessment upon the Member's move into the home and developing and implementing assessment outcomes within 30 days of the Member's moving in that include specified targeted behavioral objectives for challenging behaviors, replacement behaviors and social inclusion strategies; and
  - 1.3 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. Behavior Treatment Plans Must be submitted to the Department's BHA for review and to 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 the member's placement. 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 will coordinate all services for the Member. Such services must meet the requirements specified by the Department.
  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 beginning 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 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.
2. 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.

11. 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.
12. 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.
13. 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.
14. This service Shall not be provided when the Member is hospitalized.
15. 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.
16. The Qualified Vendor Shall meet all licensing requirements.
17. 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 served and the operations of the Qualified Vendor's program;
  - e. Additional skills needed to address the special or extraordinary needs of the Member as required by the Member's Planning Document; and
  - f. 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. 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 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.
  4. 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.
  5. 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, and challenging behavior. Experience with Implementing Applied Behavior Analysis (ABA) programs is preferred
    - a. Supporting people with intellectual and/or developmental disabilities,
    - b. Supporting people with challenging behaviors,
    - c. Implementing Applied Behavior Analysis (ABA) programs.
  6. All DSPs must demonstrate competency in knowledge, application & generalization of skills to novel situations.
  7. 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.

8. 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.
9. 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 or be enrolled in a Master's degree program that leads to certification as a Board-Certified Behavior Analyst (BCBA) and work under the direct supervision of an independently licensed BCBA. This clinical oversight structure is aligned with the service delivery requirements for a Behavior Analysis Trainee under the AHCCCS Medical Policy Manual, Chapter 320-S, Behavior Analysis Services.
10. 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 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 Enhanced Behavioral Group Home as required by the Division; and
    - v. Review and debriefing of special incidents using the DDD/BHA Incident Debriefing Form for behavioral incidents that result in medical attention, crisis, and police involvement.
11. 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.
12. The Qualified Vendor and/or appropriate staff will attend administrative meetings, orientation, and various trainings required by the Department.
13. 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.
1. 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.

1. 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.

**SECTION 6**  
**DES/DDD STANDARD TERMS AND CONDITIONS FOR QUALIFIED VENDORS**

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6.3.1      Audit.

6.3.1.1      A Qualified Vendor receiving **seven million dollars (\$7,000,000)** or more in payments from the Department for Qualified Vendor services in **the Qualified Vendor's** 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 no later than thirty (30) days after the completion of the audit unless a different time has been requested and approved by the Division.

6.3.1.2      A Qualified Vendor receiving payments from the Department for Qualified Vendor services in **the Qualified Vendor's** 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: (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. Review report must 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.

6.3.1.3      A Qualified Vendor receiving payments from the Department for Qualified Vendor services in **the Qualified Vendor's** 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. A compilation must 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.

6.3.1.4      A Qualified Vendor receiving payments from the Department for Qualified Vendor services in the **Qualified Vendor's** fiscal year less than one million dollars (\$1,000,000) shall provide the Department an annual financial statement that consists of a Balance Sheet, Income Statement, and Statement of Cash Flows within one hundred twenty (120) days after fiscal year end.

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6.3.9      Agreement Extension.

The maximum term for this Agreement is **twelve (12)** years from January 1, 2011. This Agreement will expire no later than **December 31, 2023**. The Agreement can be terminated as specified in Section 6.10 *et seq.* of these terms and conditions.

The Procurement Officer may exercise the Division's option to extend or renew the Agreement by unilateral Agreement amendment; a written amendment signed by both parties shall not be necessary. The Division has no obligation to extend or renew this Agreement.

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**6.5.3      Background Checks through Registries.**

- 6.5.3.1**      The Qualified Vendor Shall comply with the provisions of A.R.S. §8-804 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-1083B, may be found on DCS's website. The following shall apply:
- 6.5.3.2**      The provisions of A.R.S. §8-804 are hereby incorporated in its entirety as provisions of this QVA.
- 6.5.3.3**      The Department will use the information contained in the Central Registry as a factor to determine qualifications for positions that provide direct service to children or vulnerable adults for any Person who applies for a contract with this State and that Person's employees.
- 6.5.3.4**      A Person 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. A Person 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.
- 6.5.3.5**      Before being employed or volunteering in a position that provides direct services to children or vulnerable adults, Persons shall certify on forms that are available through the DCS whether an allegation of abuse or neglect was made against them and was substantiated. The completed forms are to be maintained as confidential.
- 6.5.3.6**      A Person awaiting receipt of the Central Registry Background Check may only provide direct services to Members after completion and submittal of the Direct Service Central Registry Clearance form (DCS-1083B) if:
- 6.5.3.7**      The Person is not currently the subject of an investigation of child abuse or neglect in Arizona or another state or jurisdiction; and
- 6.5.3.8**      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 of a disqualifying act.
- 6.5.3.9**      If the Central Registry Background Check specifies substantiated finding(s) for a disqualifying act and the Person does not have a Central Registry exception, the Person shall be prohibited from providing direct services, or acting in a Direct Service Provider capacity, to Members.
- 6.5.3.10**      The Central Registry Background Check shall be required prior to providing direct

services and each time the Department issues a new RFQVA.

*6.5.3.11* 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.

*6.5.3.12* 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 provides direct service in the state as employee, volunteer, or subcontractor.

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*6.5.3.16* For purposes of this QVA, references to juvenile in A.R.S. §8-804 shall also include vulnerable adult as defined in A.R.S. §13-3623.

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