

SECTION 6

DES/DDD

PART 3

STANDARD TERMS AND CONDITIONS FOR QUALIFIED VENDORS

Summary of Changes

Please review the attached part carefully for all changes.

The following part has been revised for clarity, consistency with relevant policy and conformity with all other parts of the Request for Qualified Vendor Application.

Definition of Terms have been modified and apply to new terms and conditions in this part of the Request for Qualified Vendor Application, as well as other parts of the Request for Qualified Vendor Application.

The general content and structure of this part remains largely the same with clarification added throughout. Some notable changes include:

- Change terms of Division or DDD to reflect that Qualified Vendors hold a QVA with Department of Economic Security, referred to as the Department.
- Reorganized to group “like” terms and conditions;
- Added additional compliance components to align with federal and state mandates
- Included more information about how the Department is auditing service provision
- Included more explicit information about what Records Qualified Vendors need to retain and how.

PART 3

STANDARD TERMS AND CONDITIONS FOR ~~QUALIFIED VENDORS~~ Qualified Vendors

1 6.1 Definition of Terms

As used in this Request for Qualified Vendor ~~Applications (“Application (RFQVA”) and any resulting Agreement,)~~, the terms listed below are defined as follows:

- ~~6.1.1 “Agency” means an organization that has a Federal Employer Identification Number (“FEIN”) and employs one or more direct service staff other than the owner.~~
- ~~6.1.2 “Agreement” means the Qualified Vendor Agreement which is a legally binding contract to provide community developmental disability services and includes the following: the Request for Qualified Vendor Applications (“Solicitation”) including all solicitation amendments and the Qualified Vendor’s approved application (“Application”). The Request for Qualified Vendor Applications includes service requirements/scope of work, terms and conditions, and services specifications. The approved Application includes vendor specific descriptions, policies, assurances, and financial information.~~
- ~~6.1.3 “Agreement Amendment” means either a solicitation amendment or a Division-approved amendment to an application.~~
- ~~6.1.4 “Agreement Services” means the services to be delivered by the Qualified Vendor under this Agreement.~~
- 1.4 ~~6.1.5 “AHCCCS” means the _ 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.)~~
- 1.5 ~~6.1.6 “AHCCCSA” or “Administration” means the _ Arizona Health Care Cost Containment System Administration.~~
- ~~6.1.7 “AHCCCS Minimum Subcontract Provisions” means the _ AHCCCS minimum~~
- 1.6 requirements for the Division’s contractors and ~~subcontractors~~ Subcontractors providing services to ~~members~~ Members eligible for DD/ALTCS and/or receiving Title XIX (ALTCS) funds.
- 1.7 ~~6.1.8 “ALTCS” means the _ Arizona Long Term Care System as defined~~ authorized by A.A.C. ~~R9-28-101.B.2.R.S. §36-2932).~~



- 36 1.8 ~~6.1.9~~—“Applicant” ~~means a vendor~~ – A Person as defined in A.R.S. 41-
37 2503(30) who submits an ~~application~~Application in response to the Request
38 for Qualified Vendor Applications. ~~on their own or behalf of an entity.~~
- 39 ~~6.1.10~~ —“Application” ~~means a~~ – A completed copy of the ~~Application and~~ Qualified
40 Vendor Agreement Award form submitted ~~in hardcopy~~ to the
41 ~~Division; Department including:~~ the required information submitted in the
42 Qualified Vendor Application ~~and Directory System in the FOCUS system as~~
43 defined in this part, section 1.38 below and submitted electronically to the
44 ~~Division~~Department via the Division’s website, and approved by the
45 Division; a hardcopy of the required information entered into ~~the~~ Qualified
46 1.9 Vendor Application ~~and Directory System in the FOCUS system~~ submitted to
47 and approved by the Division; and all applicable submittals required in the
48 Qualified Vendor Application Assurances and Submittals form submitted
49 ~~to in the FOCUS system~~ and approved by the Division.
- 50 1.10 ~~6.1.11~~—“Application Approval Date – The date the QVA is signed which
51 activates the QVA and issues the effective date. Application approval is
52 dependent on complying with all requirements of the QVA.
- 53 ~~4.10~~1.11 Arizona Administrative Code (A.A.C.)” ~~means.~~ – Codified laws of the State
54 regulations established pursuant to relevant statutes. of Arizona or as May be
55 amended.
- 56 ~~4.11~~1.12 ~~6.1.12~~—“Arizona Revised Statutes (A.R.S.)” ~~means Laws~~ – Codified laws of
57 the State of Arizona. All references to statutes within the QVA include
58 those statutes as they May be amended.
- 59 1.16 ~~6.1.13~~—“Business Continuity Plan – Qualified Vendors submit a Business
60 Continuity Plan as part of its Application to describe how it will ensure the
61 continuity of services through emergencies.
- 62 ~~4.12~~1.13 Business Day” ~~means between~~ – Between the hours of 8:00 a.m. and 5:00
63 p.m. Arizona time any day of the week other than Saturday, Sunday, a
64 ~~legal~~State holiday as enumerated in A.R.S. §1-301, or a day on which the
65 ~~Division~~Department is authorized or obligated by law or executive order to
66 close.
- 67 1.14 ~~6.1.14~~—“Business Plan – A plan that Qualified Vendors must submit initially
68 and update outlining basic information about its business including
69 organization structure, executive summary, financial plan, marketing plan,
70 and other information contained in Part 7B.
- 71 1.15 Caregiver – Family Members, friends or neighbors who provide unpaid
72 assistance to a Person with a chronic illness or disabling condition;
- 73 ~~4.13~~1.16 Clean Claim” ~~means claims~~ – Claims that ~~may~~May be processed without
74 obtaining additional information from the ~~provider~~Qualified Vendor of
75 service or from a third party but does not include claims under

- 76 investigation for fraud and abuse or claims under review for medical
77 necessity (A.R.S. § 36-2904-~~(G-)(1)-~~).
- 78 ~~6.1.15~~ “Client,” “Member,” “DD/ALTCS Member,” “Consumer,” or “Individual” means
79 a person who is authorized to receive services through the Division.
- 80 ~~4.461.17~~ 6.1.16 “Code of Federal Regulations or “(C.F.R.F.” means the) – The
81 general and permanent rules published in the Federal Register by the
82 departments regulations of the Departments and agencies of the Federal
83 Government.
- 84 1.18 ~~6.1.17~~ “Community Developmental Disability Services” means any – Any
85 service or support the Division Department is authorized to purchase procure
86 on behalf of individuals with developmental disabilities Members and their
87 families Responsible Persons and defined in A.R.S. §36-557. These are
88 also known as HCBS services.
- 89 ~~4.171.19~~ Conflict of Interest – Means any prior, current, or potential interest of the
90 Qualified Vendor that would conflict in any manner or degree with the
91 performance of the Qualified Vendor’s obligations under this Qualified
92 Vendor Agreement. For example, a Conflict of Interest arises when any
93 Qualified Vendor, employee, vendor, or guardians Subcontractor, including
94 Development Home Provider, who are a Responsible Person or have a
95 power of attorney for any Member they serve. A Conflict of Interest would
96 also apply to Qualified Vendors, employees, vendors, Subcontractors, or
97 Developmental Home Providers, who are defined as relatives according to
98 A.R.S. § 38-502, who are a Responsible Person or have a power of
99 attorney for any member they serve.
- 100 1.20 ~~6.1.18~~ “Days” means calendar days Contract Action – Contract Action
101 includes actions taken by the Contract Action Unit to ensure ongoing
102 compliance with, and accountability for, the legal and contractual
103 obligations under the QVA.
- 104 1.21 Contract Administration System (CAS) – A FOCUS web-based Application
105 that is used to administer Qualified Vendor Contracts.
- 106 1.22 Cultural Competency – A set of congruent behaviors, attitudes and
107 policies enabling professionals to work effectively in cross-cultural
108 situations. Culture includes language, thoughts, communications, actions,
109 customs beliefs, values, and institutions of racial, ethnic, religious, or
110 social groups. Competence implies having the capacity to function
111 effectively as an individual and an organization within the context of the
112 cultural beliefs, behaviors, and needs presented by individuals and their
113 communities.
- 114 1.23 Developmental Home Provider – A current licensee holder who provides
115 either Adult Developmental Home or Child Developmental Home Services
116 as defined by A.R.S. § 36-551 or a Child Developmental Certified Home
117 as defined by A.R.S. § 8-501.

- 118 1.24 Developmental Home Services – Adult developmental home and child
119 developmental home licensed by the Department pursuant to A.R.S. § 36-
120 591.
- 121 1.25 Direct Care Worker – Person who has passed the required DCW
122 competency tests within 90 DAYS of hire unless otherwise exempt from
123 the training and testing requirements, who assists Members with a
124 disability with activities necessary to allow them to reside in their home.
125 This term is commonly used to describe Direct Support Professionals and
126 is still used to describe a training that some Direct Support Professionals
127 are required to complete.
- 128 1.26 Direct Support Professional (DSP) – A Person with current training
129 according to the training and/or certification or licensing requirements of
130 the service(s) they provide, to deliver services to Members in order to
131 support Members to develop independent skills and be included in their
132 communities. Some DSPs are required to complete DCW training.
- 133 ~~4.18~~1.27 Day(s) - Calendar Days unless otherwise specified.
- 134 ~~4.19~~1.28 ~~6.1.19 “Department” or “ADES” means – Means~~ the Arizona Department of
135 Economic Security, ~~unless otherwise indicated. (ADES) or the Department~~
136 ~~of Economic Security (DES).~~
- 137 1.29 ~~6.1.20 “Department Amendment – A solicitation amendment or a Division-~~
138 ~~approved amendment to the QVA. The Division of Developmental~~
139 ~~Disabilities (DDD) and DES have the authority to amend a QVA.~~
- 140 ~~4.20~~1.30 ~~Division” or “DDD” means – Means~~ the Division of Developmental
141 Disabilities within the Department of Economic Security. References to
142 rules, policies, or procedures of the Division ~~shall~~Shall be
143 ~~deemed~~interpreted to include all rules, policies, and procedures of the
144 Department.
- 145 ~~4.21~~1.31 ~~6.1.21 “Effective Date” means the – The~~ date that the Procurement Officer
146 signs the Qualified Vendor Agreement Award, unless another date is
147 specifically ~~stated~~Stated in the ~~Agreement. agreement.~~
- 148 1.32 ~~6.1.22 “Electronic Visit Verification (EVV) – Means, with respect to~~
149 ~~personal care services or home health care services, a system under~~
150 ~~which visits conducted as part of such services are electronically verified~~
151 ~~with respect to the type of service performed; the individual receiving the~~
152 ~~service; the date of the service; the location of service delivery; the~~
153 ~~individual providing the service; and the time the service begins and ends~~
154 ~~(Section 12006a of the 21st Century Cares Act).~~
- 155 ~~4.22~~1.33 ~~Encounter” means the record of a service submitted to or by the Division and~~
156 ~~processed by AHCCCS that is rendered by – A Record of a~~
157 ~~provider~~Community Developmental Disability Service delivered by a
158 Qualified Vendor registered with AHCCCS to a ~~member who is~~DDD

- 159 ~~Member enrolled with the Division in AHCCCSs' ALTCS on the date of~~
160 ~~service for which the Division incurs a financial liability. (A.A.C. R9-22-701)-)~~
- 161 1.34 ~~6.1.23~~ “Family-Centered – Care that recognizes and respects the pivotal
162 role of the family in the lives of Members. It supports families in their
163 natural care-giving roles, promotes normal patterns of living, and ensures
164 family collaboration and choice in the provision of services to the Member.
165 When appropriate the Member directs the involvement of the family to
166 ensure Person centered care.
- 167 1.35 ~~Family Member – A biological, adoptive, or custodial mother or father of a~~
168 ~~child, or an individual who has been appointed as a legal guardian or~~
169 ~~custodian of a child by a court of competent jurisdiction, or other Member~~
170 ~~representative responsible for making health care decisions on behalf of~~
171 ~~the Member. Family Members May also include siblings, grandparents,~~
172 ~~aunts, and uncles.~~
- 173 1.36 ~~FOCUS – The Department’s web Application used for maintaining,~~
174 ~~collecting, and sharing Member information between the Department and~~
175 ~~Qualified Vendors.~~
- 176 ~~4.23~~ 1.37 ~~Gratuity” means a – A~~ payment, loan, subscription, advance, deposit of
177 money, services, or anything of more than nominal value, present or
178 promised, unless consideration of substantially equal or greater value is
179 received.
- 180 ~~4.24~~ 1.38 ~~6.1.24~~ “Health Insurance Portability and Accountability Act “or “HIPAA”
181 means the (HIPPA) – The Health Insurance Portability and Accountability
182 Act [Public Law (P. L.) 104-191]; also known as the Kennedy-Kassebaum Act,
183 signed August 21, of 1996 (Pub. L. 104-109) is a federal law that addresses
184 issues regarding requires standards to protect sensitive patient health
185 information from being disclosed without the patient’s consent or
186 knowledge. These rules protect the privacy of Protected Health
187 Information (PHI) in any form and security of member confidential information.
188 safeguard the confidentiality, integrity, and availability of any Electronic
189 PHI (ePHI).
- 190 ~~6.1.25~~ “Individual Independent Provider” as referenced in this document means a
191 person who is qualified to provide the service, does not have any employees, has
192 a provider identification number, and has an individual service agreement with
193 the
194 Division to provide one or more of the following services: Attendant Care; Habilitation, Hourly
195 Support; Homemaker; Respite; or Habilitation, Individually Designed Living Arrangement.
- 196 ~~6.1.26~~ “Individual Support Plan” or “ISP” means a written statement of services to be
197 provided to a Division member with developmental disabilities including
198 habilitation goals and objectives and a listing of the services, if any, the member
199 is authorized to receive. The ISP incorporates and replaces the Individual
200 Program Plan, the placement evaluation, the individualized service program plan

201 ~~and the service program plan used in A.R.S. § 36-557 (as may be amended).~~
202 ~~ISP incorporates the Individual Family Service Plan (“IFSP”) as defined in~~
203 ~~Section 809.1 of the Division’s Policy and Procedures Manual as well as a~~
204 ~~Person Centered Plan, which describes the type, frequency, and duration of the~~
205 ~~services and supports needed to achieve the appropriate outcomes for a~~
206 ~~member. The ISP or IFSP is also referred to as the “planning document”.~~

207 ~~6.1.27 “Individual Support Plan Team” or “ISP Team” means a group of persons~~
208 ~~including the member, the member’s representative, and other persons selected~~
209 ~~by the member, assembled by the Division and coordinated by the member’s~~
210 ~~Support~~

211 ~~Coordinator to develop the member’s planning document [e.g., Individual Support Plan (ISP)].~~

212 1.39 ~~6.1.28 “Home and Community Based Services – Services as defined in~~
213 ~~A.R.S. §36-2931 and A.R.S. §36-2939(B) and as referenced in A.A.C. R6-~~
214 ~~6-1501(9).~~

215 1.40 ~~Home and Community Based Services Final Rule – The final rule issued~~
216 ~~by the Center for Medicare and Medicaid Services that ensures people~~
217 ~~receiving HCBS services have full access to the benefits of community~~
218 ~~living and are able to receive services in the most integrated setting.~~
219 ~~Community Developmental Disability Services are subject to this rule. The~~
220 ~~rule is also known as the HCBS Settings Rule.~~

221 1.41 ~~Home Program – A plan developed by a therapist that is used to train~~
222 ~~Members, their Family Members, and caregivers to implement and~~
223 ~~monitor therapeutic activities.~~

224 1.42 ~~Key Personnel – Personnel whose knowledge and expertise are~~
225 ~~necessary for the Qualified Vendor to perform the requirements of the~~
226 ~~contract and without whom the Qualified Vendor May not able to~~
227 ~~adequately perform the requirements. This May also include individuals,~~
228 ~~or if the Applicant/Qualified Vendor is a corporation or other entity, any~~
229 ~~partner, manager, director, officer, or Person directly or indirectly~~
230 ~~controlling five percent (5%) or more of the outstanding voting shares or~~
231 ~~other ownership interest of the Applicant/Qualified Vendor.~~

232 1.43 ~~Key Positions – The positions of Chief Executive Officer (CEO), Chief~~
233 ~~Financial Officer (CFO), Chief Administrator, and Business Administrator,~~
234 ~~or their functional equivalents.~~

235 1.44 ~~Limited English Proficiency – Describes the language needs of individuals~~
236 ~~who do not speak English as their primary language and who have a~~
237 ~~limited ability to read, speak, write, or understand English.~~

238 1.251.45 ~~Material Event” is an event – Any circumstance, or threatened~~
239 ~~circumstance, that could prevent or impede the vendor’s Qualified~~
240 ~~Vendor’s, or its subcontractors or agents, ability or legal authority to~~
241 ~~perform its duties obligations under this Agreement QVA, or circumstances~~



242 that have significant fiscal impact to QVA financial stability, including but
243 not limited to the duty to render services in a manner that protects the
244 health and safety of DDD members. ~~The following are deemed to be material~~
245 ~~events: (Members. Examples of Material Events include, but the following~~
246 ~~are not intended limited to include every possible material event): (i); any~~
247 ~~regulatory enforcement action is, or threatened action, brought against the~~
248 ~~vendor, including but not limited to actions relating to any license, permit, or~~
249 ~~certification Qualified Vendor (e.g., issues with credentials, licenses,~~
250 ~~permits, or certifications held by the vendor; (ii) the vendor is the subject of a~~
251 ~~filing in Qualified Vendor); bankruptcy (either by the vendor or another party);~~
252 ~~(iii) the vendor is a party to or insolvency of the Qualified Vendor; litigation~~
253 ~~or other legal action where damages or other remedies are sought from~~
254 ~~the vendor, including but is not limited to actions alleging the vendor's Qualified~~
255 ~~Vendor (e.g., default on payment of wages, indebtedness, or taxes; (iv) tax~~
256 ~~penalties); the vendor's Qualified Vendor's assets are subject to a court-~~
257 ~~ordered restriction on transfer, including but not limited to attachment or (e.g.,~~
258 ~~garnishment (however, an order to garnish the wages of an employee of the~~
259 ~~vendor is not considered to be a restriction on the transfer of the~~
260 ~~vendor's affecting Qualified Vendor assets, for purposes of this Agreement);~~
261 ~~(v); any officer, director, Key Personnel, or other management official of~~
262 ~~the vendor Qualified Vendor, or any person Person owning or controlling~~
263 ~~over 25% five percent (5%) of any class of securities issued by the~~
264 ~~vendor Qualified Vendor, is the subject of regulatory enforcement action,~~
265 ~~criminal prosecution, or an action alleging dishonesty or fraud, or that the~~
266 ~~Qualified Vendor or Key Personnel have engaged in acts of misconduct;~~
267 ~~loss of Key Personnel; default on contracts or subcontracts necessary to~~
268 ~~the performance of this QVA;.~~

269 1.261.46 6.1.29 “May” May – Whenever the word May is used in this QVA, it
270 indicates something that is not mandatory, but is permissible.

271 1.47 6.1.30 “Member/Member Representative” means – An eligible individual or
272 client (per A.R.S. §36-551, 13) who is enrolled in AHCCCS, as defined by
273 A.R.S. §36-2931, §36-2901, §36-2901.01 and A.R.S. §36-2981, and who
274 is authorized to receive services through the Division.

275 1.48 Natural Supports – Family Members and friends who have unpaid
276 relationships with respect to the Client, either a Member, or people in the
277 Client or community who have developed a supportive relationship with a
278 Member based on mutual interests and regular contact over time. Natural
279 Supports are typically developed in natural settings where all people
280 develop relationships, such as home, work, school, and the larger
281 community.

282 1.49 Outcomes – The Member’s measurable goals as documented in their
283 Planning Document.

- 284 1.50 Pandemic – The designation by the county, State, or federal government
285 within the United States of a disease that is prevalent throughout the
286 county, State, country, continent, or world.
- 287 1.51 Pandemic Performance Plan – Qualified Vendors submit a Pandemic
288 Performance Plan as part of its Application to describe how it will ensure
289 the continuity of services through a pandemic.
- 290 1.52 Person – Any corporation, business, individual, union, committee, club,
291 other organization, or group of individuals.
- 292 1.53 Plan of Care – A plan developed by a qualified provider and certified by
293 the primary care provider or physician outlining a specific course of
294 treatment of a Member. The Plan of Care includes the Member’s
295 treatment diagnosis, assessment results, long-term treatment goals as
296 well as the type, duration, and frequency of therapy or home health
297 nursing services and discharge criteria. It Must also include education and
298 training components.
- 299 1.54 Planning Document – A written statement of the type, frequency, and
300 duration of the services and supports needed to achieve the appropriate
301 Outcomes for a Member. The Planning Document incorporates and
302 replaces the Individual Program Plan, the placement evaluation, the
303 individualized service program plan (ISPP) and the service program plan
304 used in A.R.S. §36-557.
- 305 ~~4.271.55~~ Planning Team – A group of people that develop, implement, and monitor
306 the Member’s Planning Document including the Member, the Member’s
307 Responsible Person, as appropriate the Support Coordinator,
308 representatives of any service currently authorized or assessed, and other
309 people selected by the Member or assembled by the Department.
- 310 ~~4.281.56~~ 6.1.31 “Procurement Officer” means the person – The Person duly
311 authorized to enter into and administer AgreementsQVAs and make written
312 determinations with respect to the AgreementQVA or his/her designee.
- 313 ~~6.1.32~~ “Professional Independent Provider” means a person who is licensed or certified
314 under Title 32, Qualified Vendor – A.R.S., who provides services for members
315 as a Qualified Vendor and is not an employee or a subcontractor of a provider
316 agency.
- 317 ~~4.291.57~~ 6.1.33 “of Community Developmental Disability Services that has applied
318 for Qualified Vendor” means any person or entity that has an status, meets
319 the criteria for Qualified Vendor status, and has entered into a Qualified
320 Vendor Agreement with the Division of Developmental Disabilities.
321 Department.
- 322 1.58 ~~6.1.34~~ “Record” means Qualified Vendor Amendment – An amendment to
323 the QVA requested by a Qualified Vendor.



- 324 1.59 Qualified Vendor Agreement (QVA) – The legal, binding document
325 between the Department and a Qualified Vendor describing the services
326 the Qualified Vendor is qualified to provide and the terms and conditions
327 governing the relationship between the Department and the Qualified
328 Vendor including any amendments, attachments, schedules, or exhibits.
- 329 1.60 Quality of Care Concern– An allegation that any aspect of care, or
330 treatment, utilization of behavioral health services or utilization of physical
331 health care services, (or lack thereof), which caused or could have caused
332 an acute medical/psychiatric condition or an exacerbation of a chronic
333 medical/psychiatric condition and may ultimately cause the risk of harm to
334 a Member.
- 335 1.61 Quality Management Plan – Qualified Vendors are required to submit a
336 Quality Management Plan and part of its application and provide updates
337 thereafter. The Quality Management Plan concerns the Qualified Vendors
338 strategy for implementing and monitoring quality improvement strategies
339 overtime.
- 340 1.62 Rate Book – The rate structure established and published pursuant to
341 A.R.S. §36-557(M).
- 342 4.301.63 Record – Any data in any form that is required to be related to the QVA
343 including Records created and/or maintained to document performance of
344 the Agreement. the acquisition and performance of the QVA. This May
345 include member Records, vendor Records, books, accounts, reports, files,
346 and other Records.
- 347 1.64 6.1.35 “Request for Qualified Vendor Application (RFQVA) – A notice
348 issued by the Department requesting vendors to apply to be Qualified
349 Vendors for the delivery of Community Developmental Disability Services.
- 350 4.341.65 Responsible person” means Person – Means the parent or guardian of a
351 developmentally disabled minor with a developmental disability, the
352 guardian of a developmentally disabled an adult or a developmentally disabled
353 with a developmental disability or an adult with a developmental disability
354 who is a member (client) or an applicant for whom no guardian has been
355 appointed. (A.R.S. §36-551, 37).
- 356 4.321.66 6.1.36 “Shall” or “Must” indicates or Must – Whenever the words Shall or
357 Must are used in this Qualified Vendor Agreement, they indicate a
358 mandatory requirement. Failure to meet these mandatory requirements
359 mayMay result in the rejection of an Application or termination of the
360 AgreementQVA, in whole or in part.
- 361 4.331.67 6.1.37 “Should” – Whenever the word Should is used in this QVA, it
362 indicates that something that is recommended but not mandatory. If the
363 Applicant fails to provide recommended information, the State mayMay, at
364 its sole option, ask the Applicant to provide the information or evaluate the
365 Application without the information.



- 366 1.68 ~~6.1.38~~ “State – The State of Arizona and the Department of Economic
367 Security that executes the QVA.
- 368 ~~4.34~~1.69 ~~Subcontract” means any –~~ Any arrangement, expressed or implied,
369 between the Qualified Vendor and another ~~party~~Person or between a
370 ~~subcontractor~~Subcontractor and another ~~party~~Person delegating or
371 assigning, in whole or in part, the making or furnishing of any material or
372 any service required for the performance of this ~~Agreement~~QVA.
- 373 ~~6.1.39~~ ~~“State” means the State of Arizona and the Department or Agency of the State~~
374 ~~that executes the Agreement.~~
- 375 1.70 ~~6.1.40~~ “Telehealth – Community Developmental Disability Services
376 delivered via asynchronous (store and forward), remote monitoring, or
377 telemedicine (interactive audio and video).
- 378 ~~Third Party Liability” means the –~~ The resources available from a ~~person~~Person or entity
379 that
- 380 ~~4.35~~1.71 ~~is, or may~~May be, by Agreement, circumstances, or otherwise, liable to
381 pay all or part of the medical expenses incurred by a ~~Division client~~Member
382 (A.A.C. R6-6-101-~~(71)~~) and A.A.C. Title 9, Chapter 22, Article 10).
- 383 ~~4.36~~1.72 ~~6.1.41~~ “Third Party Payor” means any individual, entity or program – Any
384 Person that is or ~~may~~May be liable to pay all or part of the medical cost of
385 injury, disease, or disability of a ~~Division client~~Member (A.A.C. R6-6-
386 101-~~(72)-~~)).
- 387 ~~4.37~~1.73 ~~6.1.42~~ “Vendor Call” means a for Service – A notice from the Division
388 inviting Qualified Vendors and individual independent providers to submit
389 a response indicating their availability to provide services for a specific
390 ~~member~~Member or specific group of ~~members~~Members, based on the
391 requirements defined in the ~~member’s planning document.~~ Member’s
392 Planning Document.
- 393 1.74 ~~6.2~~ ~~Agreement~~Workforce Development Plan – Qualified Vendors are
394 required to submit a Workforce Development Plan as part of their
395 Application that must be updated over time. The Workforce Development
396 Plan outlines short- and long-term strategic workforce capacity and
397 capability requirements.
- 398 **1** QVA Interpretation
- 399 2.1 6.2.1 Arizona Law.
400 Arizona law applies to this ~~Agreement.~~ QVA.
- 401 2.2 6.2.2 Implied Agreement QVA Terms.
402 Each provision of law and any terms required by law to be in this
403 ~~Agreement~~QVA are a part of this ~~Agreement~~QVA as if fully stated in it.
- 404 2.3 6.2.3 Agreement QVA Order of Precedence.

In the event of a conflict in the provisions of the AgreementQVA, as accepted by the StateDepartment and as they ~~may~~May be amended, the following ~~shall~~Shall prevail in the order set forth below:

- 2.3.1 ~~6.2.3.1~~ Qualified Vendor Award;
- 2.3.2 ~~6.2.3.2 DES/DDD~~ Standard Terms and Conditions for Qualified Vendors;
- 2.3.3 ~~6.2.3.3 Service Requirements/~~ Scope of Work;
- 2.3.4 ~~6.2.3.4~~ Service Specifications and Exhibits;
- ~~6.2.3.5~~ Rates;
- ~~2.3.5~~ 6.2.3.6 Information entered into Published Rate Book;
- ~~2.3.6~~ Documents referenced or included in the Qualified Vendorsolicitation; and
- ~~2.3.52.3.7~~ The Application and Directory System,
(“QVADS”) (most recently approved); and
- ~~6.2.3.7~~ Attachments to information entered into QVADS (most recently approved);
- 2.4 ~~6.2.4~~ Relationship of Parties.

The Qualified Vendor under this AgreementQVA is an independent contractor. Neither party to this Agreement shallQVA Shall be deemed to be the employee or agent of the other party to the AgreementQVA. In the event that the Qualified Vendor or its ~~personnel~~Personnel is sued or prosecuted for conduct arising from this AgreementQVA, the Qualified Vendor or its ~~personnel~~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~~Shall make arrangements to directly pay such expenses.

- ~~2.5~~ 6.2.5 Signatory.
- ~~2.5.1~~ At least one signatory of the QVA Must reside in and have a physical address in the State of Arizona.

~~2.52.6~~ Severability.

The provisions of this AgreementQVA and any amendments to the AgreementQVA are severable. Any term or condition deemed illegal or invalid ~~shall~~Shall not affect any other term or condition of the AgreementQVA or the amendment.

~~2.62.7~~ 6.2.6 No Parol Evidence.

This AgreementQVA is intended by the parties as a final and complete expression of their Agreementagreement. No course of prior dealings between the parties and no usage of ~~the~~ trade ~~shall~~Shall supplement or explain any terms used in this document and no other understanding, either oral or in writing, ~~shall~~Shall be binding.



443 2.72.8 ~~6.2.7~~ No Waiver.

444 Either party’s failure to insist on strict performance of any term or condition
445 of the ~~Agreement shall~~QVA Shall not be deemed a waiver of that term or
446 condition even if the party accepting or acquiescing in the nonconforming
447 performance knows of the nature of the performance and fails to object to
448 it.

449 2.82.9 ~~6.2.8~~ Headings.

450 The section headings used in the ~~Agreement~~QVA are for reference and
451 convenience only and ~~shall~~Shall not enter into any interpretation of the
452 ~~Agreement.~~ QVA.

453 **3** ~~6.3~~ Agreement**QVA Administration and Operation**

454 3.1 ~~6.3.1~~ Records.

455 ~~6.3.1.1~~ — Under A.R.S. §§ 35-214 and 35-215, the Qualified Vendor
456 ~~shall~~Shall retain and ~~shall~~Shall contractually require each subcontractor to
457 retain all ~~data and other records (“records”)~~Records relating to the acquisition
458 and performance of the ~~Agreement~~QVA for a period of five (5) years after
459 the date of final payment under the ~~Agreement.~~QVA, including when the
460 QVA is completely or partially terminated. In compliance with A.R.S. §-12-
461 2297, the Qualified Vendor ~~shall~~Shall retain ~~records~~Records as follows: (i)
462 if the ~~member~~individual is an adult, for a period of six (6) years from the
463 date of final payment; (ii) if the ~~member~~individual is a child, either for at
464 least three (3) years after the child’s eighteenth (18th) birthday or for at
465 least six (6) years after the date of final payment, whichever occurs later.
466 All ~~records shall~~Records Shall be subject to inspection and audit by the
467 State at reasonable times. Upon request, the Qualified Vendor ~~shall~~Shall
468 produce a legible copy of any or all such ~~records.~~Records.

469 ~~6.3.1.2~~ — Records that relate to grievances, disputes, litigation, or the settlement of claims
470 arising out of the performance of this ~~Agreement~~QVA, or costs and expenses of this
471 ~~Agreement~~QVA as to which exception has been taken by the State, ~~shall be retained by~~
472 ~~the Qualified Vendor until such grievances, disputes, litigation, claims or exceptions have been~~
473 ~~resolved.~~

474 ~~6.3.1.3~~ — ~~The Qualified Vendor shall provide at no charge all records requested by the~~
475 ~~Department or its attorneys (which may include, but is not limited to, requests~~
476 ~~relating to Adult Protective Services, Child Support Enforcement, or Child~~
477 ~~Protective Services), and/or the AHCCCS and all information from its records~~
478 ~~relating to the performance of this Agreement that the Department or the~~
479 ~~AHCCCS may reasonably require. The Qualified Vendor reporting requirements~~
480 ~~hereunder may include, but are not limited to, timely and detailed utilization~~
481 ~~statistics, information and reports. Unless otherwise agreed to by the~~
482 ~~Department, records requested by the Department or its attorneys are to be~~
483 ~~provided prior to or on the date set forth in the request. If the Qualified Vendor~~
484 ~~receives the request less than seven (7) business days prior to the response~~

485 date specified, the Qualified Vendor shall make diligent efforts to comply with the
486 request, and notify the Department of the status of its efforts to comply.

487 ~~6.3.1.4 The Qualified Vendor shall follow all policies and procedures of the Division for~~
488 ~~the acceptance, retention, disposition, and accounting for member (client) funds. The Qualified~~
489 ~~Vendor also shall develop and maintain internal policies and procedures for the administration~~
490 ~~of such funds. All Division policies are posted on the Division's website at www.azdes.gov/ddd.~~

491 ~~6.3.1.5 The Division is responsible for submission of accurate Encounters to AHCCCS~~
492 ~~for all Agreement services rendered to eligible members by the Qualified Vendor~~
493 ~~and any subcontractor. Claims filed by the Qualified Vendor are the basis of the~~
494 ~~encounter submission by the Division. Qualified Vendors shall work with the~~
495 ~~Division to ensure that Encounters effectively occur. This shall include adhering~~
496 ~~to Division Billing Requirements. Billing Requirements are posted on the Division~~
497 ~~website at www.azdes.gov/ddd.~~

498 ~~6.3.1.6 Agreement service records will be maintained in accordance with this~~
499 ~~Agreement. Records shall, as applicable, meet the following standards:~~

500 ~~6.3.1.6.1 Adequately identify the service provided;~~

501 ~~6.3.1.6.2 Include personnel records, which contain applications for employment, job titles~~
502 ~~and descriptions, hire and termination dates, copies of the fingerprint clearance~~
503 ~~cards, wage rates, and effective dates of personnel actions affecting any of these~~
504 ~~items;~~

505 ~~6.3.1.6.3 Include time and attendance records for individual employees to support all~~
506 ~~salaries and wages paid and claims for payment from the Division;~~

507 ~~6.3.1.6.4 Include records of the source of all receipts and the deposit of all funds received~~
508 ~~by the Qualified Vendor;~~

509 ~~6.3.1.6.5 Include original copies of billing or other records relating to disbursements~~
510 ~~including but not limited to invoices, statements, sales tickets, billings for services, deposit slips,~~
511 ~~etc., and a cash disbursement journal and cancelled checks to reflect all disbursements~~
512 ~~applicable to the Agreement;~~

513 ~~6.3.1.6.6 Include a complete general ledger with accounts for the collection of all costs~~
514 ~~and/or fees applicable to the Agreement; and~~

515 ~~6.3.1.6.7 Include copies of lease/rental contracts, mortgages and/or any other contracts,~~
516 ~~which in any way may affect Qualified Vendor expenditures.~~

517 ~~6.3.1.7 Any such records not maintained shall mandate an audit exception in the amount~~
518 ~~of the inadequately documented expenditures.~~

519 ~~3.1.1 6.3.1.8 If this Agreement is completely or partially terminated, the records~~
520 ~~relating to the work terminated shall be preserved and made available for a~~
521 ~~period of five (5) years from the date of final payment under the Agreement. In~~
522 ~~compliance with A.R.S. § 12-2297, the Qualified Vendor shall retain records as~~
523 ~~follows; (i) if the member is an adult, for a period of six (6) years from the date of~~
524 ~~final payment; (ii) if the member is a child, either for at least three (3) years after~~
525 ~~the child's eighteenth (18th) birthday or for at least six (6) years after the date of~~
526 ~~final payment, whichever occurs later. Records which related to disputes,~~
527 ~~litigation or the settlement of claims arising out of the performance of this~~
528 ~~Agreement, or costs and expenses of this Agreement to which exception has~~

529 ~~been taken by the state, shall~~ Shall be retained by the Qualified Vendor until
530 such disputes, litigations, claims or exceptions are resolved by way of a
531 binding agreement, the rendering of a final judgment, or the claims have
532 otherwise been dismissed.

533 3.1.2 ~~6.3.2~~ The Qualified Vendor Shall provide at no charge all Records
534 requested by the Department or its attorneys (which May include, but is
535 not limited to, requests relating to Adult Protective Services, Child Support
536 Enforcement, or Child Protective Services), and/or AHCCCS and all
537 information from its Records relating to the performance of this QVA that
538 the Department or the AHCCCS May reasonably require.

539 3.1.2.1. Unless otherwise agreed to by the Department, Records requested by the
540 Department or its attorneys are to be provided prior to or on the date set
541 forth in the request. If the Qualified Vendor receives the request less than
542 seven (7) Business Days prior to the response date specified, the
543 Qualified Vendor Shall make diligent efforts to comply with the request
544 and notify the Department of the status of its efforts to comply.

545 3.1.3 The Qualified Vendor reporting requirements hereunder May include, but
546 are not limited to, timely and detailed utilization statistics, information, and
547 reports.

548 3.1.3 The Qualified Vendor Shall follow all policies and procedures of the
549 Department for the acceptance, retention, disposition, and accounting for
550 Member funds. All Department policies are posted on the Department's
551 website. The Qualified Vendor also Shall develop and maintain internal
552 policies and procedures for the administration of Member funds.

553 3.1.4 The Department is responsible for submission of accurate Encounters to
554 AHCCCS for all Community Developmental Disability Services rendered
555 to eligible Members by the Qualified Vendor and any Subcontractor.
556 Claims filed by the Qualified Vendor and any Subcontractor are the basis
557 of the Department's encounter submissions to AHCCCS. Qualified
558 Vendors Shall work with the Department to ensure that accurate
559 Encounters occur, including adhering to Department Billing Requirements
560 and E.V.V. Requirements. Department Billing Requirements are posted on
561 the Department's website.

562 3.1.5 Records of services provided pursuant to this QVA will be maintained in
563 accordance with this QVA. Records shall, as applicable, meet the
564 following standards:

565 3.1.5.1 Adequately identify all services provided by service code;

566 3.1.5.2 Include Personnel Records, which contain applications for employment,
567 job titles and descriptions, disciplinary history, hire and termination dates,
568 copies of the fingerprint clearance cards and required background checks,
569 training records, wages, rates, and dates of Personnel actions affecting
570 any of these items;

- 571 3.1.5.3 Include time and attendance Records for individual employees to support
572 all salaries and wages paid and claims for payment from the Department;
- 573 3.1.5.4 Records related to administration of Member funds;
- 574 3.1.5.4.1 Include Records of the source of all receipts and the deposit of all funds
575 received by the Qualified Vendor;
- 576 3.1.5.5 Include original copies of billing or other Records relating to
577 disbursements including but not limited to invoices, Statements, sales
578 tickets, billings for services, deposit slips, etc., and a cash disbursement
579 journal and cancelled checks to reflect all disbursements related to the
580 QVA;
- 581 3.1.5.6 Include a complete general ledger with accounts for the collection of all
582 costs and/or fees applicable to the QVA;
- 583 3.1.5.7 Include copies of lease/rental Contracts, mortgages and/or any other
584 Contracts, which in any way May affect Qualified Vendor expenditures;
585 Include documentation of all requests or complaints, formal or informal, by
586 any Person.
- 587 3.1.6 Any such Records not maintained Shall mandate an audit exception in the
588 amount of the inadequately documented expenditures.
- 589 3.1.7 If this QVA is completely or partially terminated, the Records relating to
590 the work terminated Shall be preserved and made available for a period of
591 five (5) years from the date of final payment under the QVA.
- 592 3.2 Non-Discrimination.
- 593 3.2.1 In accordance with A.R.S. §41-1461 *et seq.* and Executive Order 2009-
594 09, the Qualified Vendor ~~sha~~Shall provide equal employment
595 opportunities for all ~~persons~~Persons, regardless of race, color, religion,
596 creed, sex, age, national origin, disability, or political affiliation.
- 597 ~~6.3.2.1~~ Unless exempt under Federal law, the Qualified Vendor ~~sha~~Shall comply
598 with Title VI and Title VII of the Civil Rights Act of 1964, the Age
599 Discrimination in
- 600 3.2.2 Employment Act, the Rehabilitation Act of 1973, the Fair Labor Standards
601 Act of 1938, the Americans with Disabilities Act, and the Arizona Disability
602 Act.
- 603 3.2.3 ~~6.3.2.2~~ If Qualified Vendor is an Indian Tribal Government, Qualified
604 Vendor ~~sha~~Shall comply with the Indian Civil Rights Act of 1968. It
605 ~~sha~~Shall be permissible for an Indian Tribal Qualified Vendor to engage
606 in Indian preference in hiring.
- 607 3.2.4 ~~6.3.2.3~~ Unless expressly waived by the ~~Division~~Department, the
608 following ~~sha~~Shall be included in all publications, forms, flyers, etc.

609 that are distributed to recipients of ~~Agreement services:~~ Community
610 Developmental Disability Services:

611 3.2.5 Under Titles VI and VII of the Civil Rights Act of 1964 (respectively “Title
612 VI” and “Title VII”) and the Americans with Disabilities Act of 1990 (ADA)
613 Section 504 of the Rehabilitation Act of 1973 and the Age Discrimination
614 Act of 1975, *insert Qualified Vendor name here*) prohibits discrimination
615 in admissions, programs, services, activities, or employment based on
616 race, color, religion, sex, national origin, age, and disability. The *(insert*
617 *Qualified Vendor name here)* ~~must~~**MUST** make a reasonable
618 accommodation to allow a ~~person~~**Person** with a disability to take part in a
619 program, service, or activity. Auxiliary aids and services are available
620 upon request to ~~individuals~~**Members** with disabilities. For example, this
621 means that if necessary, the *(insert Qualified Vendor name here)*
622 ~~must~~**MUST** provide sign language interpreters for people who are deaf, a
623 wheelchair accessible location, or enlarged print materials. -It also means
624 that the *(insert Qualified Vendor name here)* will take any other
625 reasonable action that allows you to take part in and understand a
626 program or activity, including making reasonable changes to an activity.
627 If you believe that you will not be able to understand or take part in a
628 program or activity because of your disability, please let us know of your
629 disability needs in advance if ~~at all~~ possible. To request this document in
630 alternative format or for further information about this policy please
631 contact: *(insert Qualified Vendor contact* ~~person~~**Person** *and phone*
632 *number here)* Para obtener este documento en otro formato u obtener
633 información adicional sobre esta política, *(insert Qualified Vendor contact*
634 *person***Person** *and phone number here)*”-).

635 ~~6.3.3~~ Audit.

636 ~~6.3.3.1~~ Pursuant to A.R.S. § 35-214, at any time during the term of this Agreement and
637 five (5) years, or in compliance with A.R.S. § 12-2297, the Qualified Vendor shall
638 retain records as follows; (i) if the member is an adult, for a period of six (6) years
639 from the date of final payment; (ii) if the member is a child, either for at least
640 three (3) years after the child’s eighteenth (18th) birthday or for at least six (6)
641 years after the date of final payment, whichever occurs later, the Qualified
642 Vendor’s and/or any subcontractor’s books and records shall be subject to audit
643 by the State and, where applicable, the Federal Government, to the extent that
644 the books and records relate to the performance of the Agreement or
645 subcontract.

646 ~~6.3.3.2~~ All Qualified Vendors are subject to the programmatic and fiscal monitoring
647 requirements of each Department program to ensure accountability of the
648 delivery of all goods and services.

649 ~~6.3.3.2.1~~ The Qualified Vendor shall comply with the AHCCCS financial viability
650 standards. AHCCCS’ current financial viability standards include: current assets divided by
651 current liabilities must be equal to or greater than a ratio of 1.00. Current assets may include



652 ~~any long term investments that can be converted to cash within twenty four (24) hours without~~
653 ~~significant penalty [(i.e., greater than twenty (20) percent]. If current assets include a receivable~~
654 ~~from a parent company, the parent company must have liquid assets that support the amount of~~
655 ~~the inter-company loan.~~

656 ~~6.3.3.3 The Qualified Vendor must prepare financial reports in accordance with~~
657 ~~Generally Accepted Accounting Principles (“GAAP”). Annual financial audit~~
658 ~~reports must be conducted in accordance with Generally Accepted Auditing~~
659 ~~Standards (“GAAS”) audited by an independent Certified Public Accountant. The~~
660 ~~completed audited Financial Statement Report package must be submitted to the~~
661 ~~Division person designated to receive notices within thirty (30) days after~~
662 ~~completion of the audit unless a different time is requested and approved by the~~
663 ~~Division.~~

664 ~~6.3.3.3.1 Audits of non-profit corporations receiving Federal or State monies required~~
665 ~~pursuant to Federal or State law must be conducted as provided in 31 United~~
666 ~~States Code (“U.S.C.”) Section 7501 et seq. and A.R.S. §35-181.03 and any~~
667 ~~other applicable statutes, rules, regulations, and standards.~~

668 ~~6.3.3.4 A Qualified Vendor receiving five million dollars (\$5,000,000) or more in~~
669 ~~payments from the Department for Qualified Vendor services in any state fiscal~~
670 ~~year shall provide the Department the following: (a) Quarterly financial~~
671 ~~statements no later than sixty (60) days following the end of the quarter, and (b)~~
672 ~~Annual audited financial statements no later than thirty (30) days after the~~
673 ~~completion of the audit unless a different time has been requested and approved~~
674 ~~by the Division.~~

675 ~~6.3.3.5 A Qualified Vendor receiving payments from the Department for Qualified Vendor~~
676 ~~services in any state fiscal year in the amount of at least two million dollars~~
677 ~~(\$2,000,000) but less than five million dollars (\$5,000,000) shall provide the~~
678 ~~Department the following: (a) Semi-annual financial statements no later than sixty~~
679 ~~(60) days following the end of the second quarter; and (b) Annual financial~~
680 ~~statements that have been reviewed by an independent Certified Public~~
681 ~~Accountant. Review report must consist of at least a Balance Sheet, Income~~
682 ~~Statement and Statement of Cash Flows. Annual financial statements shall be~~
683 ~~submitted to the Division no later than thirty (30) days after the completion of the~~
684 ~~review unless a different time has been requested and approved by the Division.~~

685 ~~6.3.3.6 A Qualified Vendor receiving payments from the Department for Qualified Vendor~~
686 ~~services in any state fiscal year in the amount of at least one million dollars~~
687 ~~(\$1,000,000) to less than two million dollars (\$2,000,000) shall provide the~~
688 ~~Department an annual financial compilation that has been compiled by an~~
689 ~~independent Certified Public Accountant. A compilation must consist of at least a~~
690 ~~Balance Sheet, Income Statement and Statement of Cash Flows. Annual~~
691 ~~financial statements shall be submitted to the Division no later than thirty (30)~~
692 ~~days after the completion of the compilation unless a different time has been~~
693 ~~requested and approved by the Division.~~

694 ~~6.3.3.7 A Qualified Vendor receiving payments from the Department for Qualified Vendor~~
695 ~~services in any state fiscal year less than one million dollars (\$1,000,000) shall~~

696 ~~provide the Department an annual financial statement that consists of a Balance~~
697 ~~Sheet, Income Statement, and Statement of Cash Flows within one hundred~~
698 ~~twenty (120) days after fiscal year end.~~

699 3.3 ~~6.3.4~~ Notices.

700 3.3.1 All Notices from the ~~Division~~Department to Qualified Vendors ~~shall~~Shall
701 reference the Solicitation RFQVA. Notices from Qualified Vendors to the
702 ~~Division shall~~Department Shall reference the ~~Agreement~~QVA Number.
703 Notices to the Qualified Vendor required by this ~~Agreement may~~QVA May
704 be made by the State via email to the email contact indicated on the
705 Qualified Vendor Application form submitted by the Qualified Vendor.
706 ~~Notices to the Qualified Vendor by the State may be made solely via email.~~

707 3.3.2 ~~Therefore, Notices to~~ the Qualified Vendor ~~by the State May be made solely~~
708 ~~via email. It is required the responsibility of the Qualified Vendor to keep~~
709 their Qualified Vendor Agreement email contact and address updated ~~at all~~
710 ~~times~~ to ensure receipt of notices from the State. Notices to the State
711 required by the ~~Agreement shall~~QVA Shall be mailed by the Qualified
712 Vendor to the ~~Division's~~Department's Contract ~~Manager~~Administrator at the
713 following address:

714 Arizona Department of Economic Security

715 Division of Developmental Disabilities

716 Attn: Contracts Administration Unit, QVA Section

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

718 or ~~e-mailed to DDDContractsManager@azdes.gov~~ ~~emailed to~~
719 ~~DDDContractsManager@azdes.gov~~ unless a hardcopy signature or
720 original document is required, ~~in which case it Must be mailed or hand~~
721 ~~delivered to the Department.~~ All notices or other documentation supplied
722 to the ~~Division~~Department by the Qualified Vendor ~~shall~~Shall contain the
723 Qualified Vendor number, ~~Agreement~~QVA number, and name of the entity.

724 3.4 ~~6.3.5~~ Advertising and Promotion of ~~Agreement~~ QVA.

725 3.4.1 ~~6.3.5.1~~ — The Qualified Vendor ~~shall~~Shall not advertise or publish
726 information for commercial benefit concerning this ~~Agreement~~QVA without
727 the prior written approval of the ~~Division~~ Department.

728 3.4.2 ~~6.3.5.2~~ — The Qualified Vendor ~~shall~~Shall provide to the
729 ~~Division~~Department for review and approval all reports or publications
730 (written, visual, and/or audio) which are intended for ~~Division~~
731 ~~members~~Department Members or applicants regarding services funded or
732 partially funded under the ~~Qualified Vendor Agreement~~QVA a minimum of
733 thirty (30) calendar ~~days~~Days prior to delivery or publication. The
734 preceding sentence does not apply to communications directed to the
735 general public. The Qualified Vendor ~~shall~~Shall refer to the Division's

736 Provider Manual for guidance on submitting and processing materials
737 pursuant to this subsection.

738 ~~6.3.5.2.1~~ All reports and publications, whether written, visual, and/or audio, ~~sha~~Shall
739 contain

740 3.4.3 the following ~~statement~~: “Statement: The program described in this
741 publication is funded through a contract with the Arizona Department of
742 Economic Security (the “Department”). Points of view are those of the
743 author and do not necessarily represent the official position or policies of
744 the Department.”.

745 3.5 ~~6.3.6~~ Property of the State.

746 3.5.1 ~~6.3.6.1~~ Any materials, including reports, computer programs and
747 other deliverables, created under this AgreementQVA are the sole property
748 of the State. The Qualified Vendor is not entitled to a patent or copyright
749 on those materials and ~~may~~May not transfer the patent or copyright to
750 anyone else. The Qualified Vendor ~~sha~~Shall not use or release these
751 materials without the prior written consent of the State.

752 3.5.2 ~~6.3.6.2~~ The Federal and State governments reserve a royalty-free,
753 nonexclusive, and irrevocable license to reproduce, publish, or otherwise
754 use and to authorize others to use for Federal or State government
755 purposes such materials, reports, data or information system, software,
756 documentation, and manuals.

757 ~~6.3.6.3~~ At the termination of the AgreementQVA, in whole or in part, the Qualified
758 Vendor ~~sha~~Shall make available all such relevant materials, reports, data
759 and information to the ~~Division~~Department within thirty (30) ~~days~~Days
760 following termination of the AgreementQVA or such longer period as
761 approved by the ~~Division~~Department.

762 3.6 ~~6.3.7~~ Confidentiality.

763 3.6.1 ~~6.3.7.1~~ The Qualified Vendor ~~sha~~Shall observe and abide by all
764 applicable State and Federal statutes, rules and regulations regarding the
765 use or disclosure of information including, but not limited to, information
766 concerning applicants for and recipients of ~~Agreement services~~Community
767 Developmental Disability Services. To the extent permitted by law, the
768 Qualified Vendor ~~sha~~Shall release information to the Department and the
769 Attorney General’s Office as required by the terms of this AgreementQVA,
770 by law or upon their request.

771 3.6.2 ~~6.3.7.2~~ The Qualified Vendor ~~sha~~Shall comply with the
772 requirements of the Arizona Address Confidentiality Program, A.R.S. § 41-
773 161 *et seq.*

774 3.7 ~~6.3.8~~ AgreementQVA Term.

775 3.7.1 The term of this Agreement shaQVA Shall be the period ~~of time~~ from the
776 date of signing by the Department to the AgreementQVA termination date



777 as awarded or extended, or such an earlier date as provided in this part,
778 under ~~Section 6-section~~ 10. - The Qualified Vendor will not be paid or
779 reimbursed for ~~Agreement services~~Community Developmental Disability
780 Services provided prior to the date services are authorized to begin.

781 ~~6.3.9~~ Agreement Extension.

782 ~~3.7.2~~ TheThe Department reserves the right to extend the QVA on a month-to-
783 month basis until all requirements of this QVA are satisfied. The
784 Contractor Shall make provisions for continuing all management and
785 administrative services until the QVA is terminated, not to exceed the
786 maximum term for the RFQVA.

787 ~~3.7.3~~ The maximum term for this AgreementRFQVA is ~~six (6)~~five (5) years from
788 January 1, 2011. This Agreement will expire no later than ~~December 31, 2017~~.
789 ~~The Agreement~~the Effective Date of this RFQVA unless otherwise
790 determined by the State that it is in its best interests to extend it. The
791 QVA can be terminated as specified in Part 3, Section ~~6-10~~ et seq. of
792 these terms and conditions.

793 ~~3.7.23.7.4~~ The Procurement Officer ~~may~~May exercise the ~~Division's~~Department's
794 option to extend or renew the ~~Agreement~~QVA by unilateral ~~Agreement~~
795 ~~amendment~~Department Amendment; a written amendment signed by both
796 parties ~~shall~~Shall not be necessary. -The ~~Division~~Department has no
797 obligation to extend or renew this ~~Agreement~~RFQVA.

798 3.8 ~~6.3.10~~ Cooperation.

799 ~~6.3.10.1~~ The Department ~~may~~May undertake or award other
800 ~~Agreements~~agreements or ~~Contracts~~contracts for additional work related to
801 the work performed by the Qualified Vendor, and the Qualified Vendor
802 ~~must~~Must fully cooperate with such other Qualified Vendors,
803 ~~Contractors~~contractors, and State employees, and carefully fit its own work
804 to such other work. The Qualified Vendor ~~may~~May not commit or permit
805 any act that will interfere with the performance of work by any ~~other~~
806 Qualified Vendor, ~~Contractor~~contractor, or ~~by~~ State ~~employees~~employee.
807 The Qualified Vendor ~~shall~~Shall cooperate with the State in the transfer of
808 work, services, case ~~records~~Records, or files from the Qualified Vendor to
809 any other Qualified Vendor(s), ~~Contractor~~contractor(s), or State
810 employee(s) that the State deems appropriate for the other Qualified
811 Vendor(s), ~~Contractor~~contractor(s), or State employee(s) to perform work
812 under their ~~Agreement, Contract~~QVA, contract, or duties as a State
813 employee.

814 3.9 ~~6.3.11~~ Qualified Vendor Technical Assistance.

815 ~~3.9.1~~ The Division ~~may, but shall not be obligated to,~~Department May provide,
816 technical assistance to the Qualified Vendor in the administration of
817 ~~Agreement services~~Community Developmental Disability Services, or
818 relating to the terms and conditions, policies and procedures governing

819 this ~~Agreement-QVA~~.

820 ~~3.9-13.9.2~~ Notwithstanding the foregoing, the Qualified Vendor ~~shall~~Shall not be
821 relieved of full responsibility and accountability for the provision of
822 ~~Agreement services~~Community Developmental Disability Services in
823 accordance with the terms and conditions set forth herein.

824 3.10 ~~6.3-12~~Enrollment; Disenrollment.

825 3.10.1 Procedures for ~~enrollment of a member~~enrolling or disenrolling Members in
826 ~~Qualified Vendor services and termination of enrollment with~~provided by the
827 Qualified Vendor ~~shall~~Shall be in accordance with the ~~Agreement~~QVA and
828 all applicable ~~Division~~Department and/or AHCCCS rules and policies.
829 AHCCCS rules and policies ~~may~~May be found at
830 ~~www.azahcccs.gov/default.aspx~~on AHCCCS's website.

831 3.11 ~~6.3-13~~Offshore Performance of Work Prohibited.

832 3.11.1 Due to security and identity protection concerns, direct services under this
833 ~~Agreement shall~~QVA Shall be performed within the borders of the United
834 States. Any services that are described in the specifications or scope of
835 work that directly ~~serve~~serves the State of Arizona or Members and
836 ~~may~~May involve access to or transmission of secure or sensitive data or
837 personal information or development or modification of software for the
838 State ~~shall~~Shall be performed within the borders of the United States.
839 Unless specifically ~~stated~~Stated otherwise in the specifications or scope of
840 work, this definition does not apply to indirect or "overhead" services,
841 redundant back-up services or services that are incidental to the
842 performance of the ~~Agreement-QVA~~. This provision applies to work
843 performed by Subcontractors at all tiers.

844 ~~This provision applies to work performed by subcontractors at all tiers.~~

845 **4** ~~6.4~~ **Costs and Payments**

846 4.1 ~~6.4.1~~ Payments.

847 4.1.1 ~~6.4.1.1~~ Upon delivery of goods or services, the Qualified Vendor
848 ~~shall~~Shall submit a claim. Submission of the claim constitutes an
849 affirmation by the Qualified Vendor that the claim is accurate. Nothing in
850 this ~~Agreement~~QVA requires the State to pay claims any sooner than thirty
851 (30) ~~days~~Days after receipt of ~~an accurate claim~~a Clean Claim.

852 4.1.2 ~~6.4.1.2~~ The Qualified Vendor is paid a specified amount for each
853 unit of service or deliverable as designated in the service specification and
854 ~~Rate Book or negotiated rate, not to exceed the maximum number of units~~
855 ~~indicated by the authorization for each Agreement service/deliverable~~Rate Book
856 or negotiated rate.

857 ~~6.4.1.3~~ The Qualified Vendor ~~shall~~Shall report ~~Agreement~~QVA expenditures to the
858 ~~Division~~Department in the



- 859 4.1.3 manner prescribed by the “Records,” “Audits,” and “Reporting
860 Requirements” sections of these terms and conditions. Upon receipt of
861 applicable, accurate and complete reports, the ~~Division shall~~ Department
862 Shall authorize payment or reimbursement in accordance with the
863 method(s) prescribed by this ~~Agreement-QVA~~.
- 864 4.1.4 ~~6.4.1.4~~ — If the Qualified Vendor is in any manner in default in the
865 performance of any obligation under this ~~AgreementQVA~~, or if audit
866 exceptions are identified, the ~~Division may~~ Department May, at its option
867 and in addition to other available remedies, either offset the amount of
868 payment or withhold payment until satisfactory resolution of the default or
869 exception.
- 870 4.1.5 ~~6.4.1.5~~ The ~~Division~~ Department will not pay the Qualified Vendor:
- 871 4.1.5.1 ~~6.4.1.5.1~~ For services that exceed the authorization;
- 872 4.1.5.2 ~~6.4.1.5.2~~ For services performed prior to or after the term of the
873 ~~Agreement-QVA~~;
- 874 4.1.5.3 ~~6.4.1.5.3~~ For services delivered prior to licensing if licensing is required;
- 875 4.1.5.4 ~~6.4.1.5.4~~ — For services delivered prior to required certification
876 including, but not limited to, certification as a Home and Community
877 Based Service provider; and
- 878 4.1.5.5 ~~6.4.1.5.5~~ For services delivered prior to obtaining AHCCCS
879 ~~registration~~ provider enrollment.
- 880 4.1.5.6 ~~6.4.1.6~~ For services delivered when the services required the use of EVV
881 and were not verified through an approved EVV system.
- 882 4.1.6 Clean Claims by the Qualified Vendor ~~shall~~ Shall be submitted to the
883 ~~Division~~ Department on the ~~Division’s~~ Department’s approved Billing
884 Documents and in the format required by the ~~Division~~ Department,
885 AHCCCS, or the Federal government under the electronic submission
886 requirements of ~~the HIPAA of 1996~~ HIPAA. Guidance for Clean Claims can
887 be found in the Claims Submission Guide.
- 888 ~~6.4.1.7~~ — The ~~Division~~ Department is not obligated to pay for services provided
889 without prior authorization, ~~by the Department~~. An initial claim for services
890 ~~must~~ MUST be received by the ~~Division~~ Department no later than six (6)
891 months from the date of service, unless the claim involved retro-eligibility.
892 Claims initially received beyond the six (6) month time frame, except
893 claims involving retro-eligibility, will be denied. If a claim is originally
894 received within the six (6) month time frame, the Qualified Vendor will
895 have up to twelve
- 896 4.1.7 (12) months from the date of service or sixty (60) from the date of the
897 recoupment to correctly resubmit the claim in order to achieve ~~clean~~
898 ~~claim~~ Clean Claim status or to adjust a previously processed claim, unless

899 the claim involves retro-eligibility. If a claim does not achieve ~~clean~~
900 ~~claim~~Clean Claim status or is not adjusted correctly within twelve (12)
901 months, the ~~Division~~Department is not liable for payment.

902 4.1.8 ~~6.4.1.8~~ — For the purpose of determining the date of receipt of a claim,
903 the date of receipt is the date the ~~Division~~Department receives the claim.
904 Only claims received by the ~~Division~~Department in accordance with the
905 provisions of this section will be considered for payment.

906 ~~6.4.1.9~~ — ~~The Qualified Vendor must obtain any necessary authorization from the Division~~
907 ~~or AHCCCS for services provided to members and shall comply with encounter~~
908 ~~reporting and claims submission requirements of the Division and AHCCCS.~~

909 4.1.9 ~~6.4.1.10~~ — Corrections to claims submitted to the ~~Division~~Department in
910 which an underpayment was made due to either billing errors or an error
911 on the part of the ~~Division~~Department when paying ~~must~~Must be made
912 within a twelve (12) month period ~~of time~~ following delivery of service.
913 Underpayment billing corrections will not be considered beyond twelve
914 (12) months from service delivery.

915 4.2 ~~6.4.2~~ Applicable Taxes.

916 4.2.1 ~~6.4.2.1~~ Payment of Taxes

917 4.2.1.1 The Qualified Vendor ~~shall~~Shall be responsible for paying all applicable
918 taxes.

919 4.2.2 ~~6.4.2.2~~ StateSTATE and Local Transaction Privilege Taxes

920 4.2.2.1 The State of Arizona is subject to all applicable ~~state~~State and local
921 transaction privilege taxes. Transaction privilege taxes apply to the sale
922 and are the responsibility of the seller to remit. Failure to collect taxes from
923 the buyer does not relieve the seller from its obligation to remit taxes.

924 4.2.3 ~~6.4.2.3~~ — Tax Indemnification

925 4.2.3.1 The Qualified Vendor and all ~~subcontractors~~Subcontractors Shall pay
926 all Federal, State, and local taxes applicable to its operation and any
927 ~~persons~~Persons employed by the Qualified Vendor. The Qualified Vendor
928 shall, and require all ~~subcontractors~~Subcontractors to, hold the State
929 harmless from any responsibility for taxes, damages, and interest, if
930 applicable, contributions required under Federal, and/or State and local
931 laws and regulations and any other costs including transaction privilege
932 taxes, unemployment compensation insurance, Social Security, and
933 Worker's Compensation.

934 4.2.4 ~~6.4.2.4~~ Arizona Substitute W-9 Form

935 4.2.4.1 In order to receive payment under the AgreementQVA, the Qualified
936 Vendor ~~shall~~Shall have a current Arizona Substitute W-9 Form on file with
937 the State of Arizona and ~~shall~~Shall submit an Arizona Substitute W-9 upon
938 request by the ~~Division~~Department. An Arizona Substitute W-9 will need to

939 be submitted if there are any changes to the Qualified Vendor's address,
940 name, telephone number or other information. A copy of this Arizona
941 Substitute W-9 form can be found at the Arizona Department of
942 Administration's General Accounting Office website ~~at~~ www.gao.az.gov.

943 4.3 ~~6.4.3~~ Availability of Funds.

944 4.3.1 ~~The As per A.R.S. § 35 -154, the~~ Department ~~may~~May adjust payment
945 authorizations, adjust prior service authorizations, or terminate this
946 ~~Agreement~~QVA, in whole or in part, without further recourse, obligation, or
947 penalty ~~in the event that~~if insufficient funds are appropriated or allocated.
948 The Director of the Department ~~shall~~Shall have the sole and unfettered
949 discretion in determining the availability of funds.

950 4.4 ~~6.4.3.1~~ Reduction in Appropriations.

951 4.4.1 If the State Legislature reduces the appropriations to the Department or
952 ~~Division~~Department resulting directly or indirectly in a decrease in funding
953 for goods and service that are subject to this ~~Agreement~~QVA the State
954 ~~may~~May take any appropriate action, including but not limited to the
955 following actions:

956 4.4.1.1 Post revised rates in the ~~Rate Book~~Rate Book;

957 4.4.1.2 ~~Cancel~~Terminate the ~~Agreement~~QVA; and

958 4.4.1.3 ~~Cancel~~Terminate the ~~Agreement~~QVA and re-solicit the requirements.

959 ~~6.4.4~~ .2 No liability Shall accrue to the State in the event this provision is
960 exercised, and the State Shall not be obligated or liable for any future
961 payments or for any damages as a result of adjustment in Rates or
962 cancellation of the QVA

963 4.5 Certification of Cost or Pricing Data.

964 By signing the ~~Qualified Vendor Application, Agreement, Agreement~~

965 4.5.1 ~~Amendment~~amendment or other official form, the Qualified Vendor is
966 certifying that, to the best of the Qualified Vendor's knowledge and belief,
967 any cost or pricing data submitted is accurate, complete, and current as of
968 the date submitted or other mutually agreed upon date. Furthermore, the
969 price to the State ~~shall~~Shall be adjusted to exclude any significant
970 amounts by which the State finds the price was increased because the
971 Qualified Vendor-furnished cost or pricing data was inaccurate,
972 incomplete, or not current as of the date of certification. Such adjustment
973 by the State ~~may~~May include overhead, profit, or fees. The certifying of
974 cost or pricing data does not apply when ~~Agreement~~QVA rates are set by
975 law or regulation.

976 4.6 ~~6.4.5~~ Fees and Program Income.

977 ~~6.4.5.1~~ The Qualified Vendor shallShall impose no fees or charges of any kind upon
978 ~~members~~

- 979 4.6.1 ~~Members~~ for services authorized under this ~~AgreementQVA~~; this
980 prohibition includes but is not limited to seeking indemnification, release,
981 or other contract rights from the ~~member.~~ Member.
- 982 4.6.2 ~~6.4.5.2~~ — The Qualified Vendor ~~shall~~ Shall not submit a claim, demand,
983 or otherwise collect payment from a ~~member~~ Member for ALTCS services
984 in excess of the amount paid to the Qualified Vendor by the AHCCCS or
985 the ~~Division~~ Department. The Qualified Vendor ~~shall~~ Shall not bill or attempt
986 to collect payment directly or through a collection agency from a
987 ~~member~~ Member claiming to be ALTCS eligible without first receiving
988 verification from the AHCCCS that the ~~member~~ Member was ineligible for
989 ALTCS on the date of service or that services provided were not ALTCS
990 covered services (A.A.C. R9-22-702).
- 991 4.6.3 ~~6.4.5.3~~ — The ~~Division~~ Department ~~shall~~ Shall collect ~~Client~~
992 ~~Share~~ Member's cost of ~~Cost~~ care portion as described in A.A.C. R6-6-1201
993 *et seq.*
- 994 4.6.3.1 The Qualified Vendor ~~may~~ May not collect this amount from ~~members.~~
- 995 ~~6.4.5.4~~ — Members ~~may.~~ Members May be assessed a cost sharing requirement in
996 the form of a co-payment for certain medical services (A.A.C. R9-22-711).
997 Residential Qualified Vendors ~~may~~ May need to facilitate payment of this
998 charge from client trust fund accounts.
- 999 4.7 ~~6.4.6~~ Levels of Service.
- 1000 4.7.1 ~~6.4.6.1~~ — The Department makes no guarantee to purchase specific
1001 quantities of goods or services, or to refer ~~members~~ Members as ~~may~~ May
1002 be identified or specified herein. Further, it is understood and agreed that
1003 this ~~AgreementQVA~~ is for the sole convenience of the Department and that
1004 the Department reserves the right to obtain like goods or services from
1005 other sources.
- 1006 4.7.2 ~~6.4.6.2~~ — Any administration within the Department ~~may~~ May obtain
1007 services under this ~~Agreement.~~ QVA.
- 1008 4.7.3 ~~6.4.6.3~~ — The ~~Division~~ Department makes no guarantee to purchase all
1009 ~~of~~ the service capacity or to provide any number of referrals.
- 1010 4.8 ~~6.4.6.4~~ — Notification of Change in Residential Placement
- 1011 4.7.4.8.1 Any change in ~~member~~ Member residential placement requires approval by
1012 the appropriate ~~Division~~ Department District Administration. The
1013 ~~Division~~ Department reserves the authority to make any and all
1014 determinations regarding ~~member~~ Member need. Except in an emergency
1015 need situation, changes in residential placement require ~~sixty (60)~~ ninety
1016 (90) day written prior notification by either the Qualified Vendor or the
1017 ~~Division of Developmental Disabilities.~~ Department.
- 1018 4.8.4.9 ~~6.4.7~~ Payment Recoupment.



1019 ~~4.8.14.9.1~~ ~~6.4.7.1~~ — The Qualified Vendor ~~shall~~Shall reimburse the
1020 ~~Division~~Department upon demand or the ~~Division may~~Department May
1021 deduct or offset from future payments the following:

1022 ~~4.9.1.1~~ ~~6.4.7.1.1~~ — Any ~~amounts received~~amount paid by ~~the Department to~~ the
1023 Qualified Vendor ~~from the Division~~ for ~~Agreement~~ services that are not
1024 authorized;

1025 Any amounts paid by the Department to the Qualified Vendor for Community
1026 Developmental Disability Services that have been inaccurately reported or
1027 fail to meet payment requirements;

1028 ~~4.8.1.14.9.1.2~~ ~~6.4.7.1.2~~ — outlined in the Division’s Claims Submission Guide.
1029 Any amounts paid by the Qualified Vendor to a
1030 ~~subcontractor~~Subcontractor if the Qualified Vendor entered into the
1031 ~~subcontract~~Subcontract without advance notice to the ~~Division~~Department;

1032 ~~4.8.1.24.9.1.3~~ ~~6.4.7.1.3~~ Any amount or benefit paid directly or indirectly to an
1033 individual or organization not in accordance with the “Substantial Interest
1034 Disclosure” section of ~~these terms and conditions~~; this part, under section
1035 4.11 of the QVA;

1036 ~~4.8.1.34.9.1.4~~ ~~6.4.7.1.4~~ — Any amounts paid by the ~~Division~~Department for
1037 services that duplicate services covered or reimbursed by other specific
1038 grants, ~~contracts~~Contracts, or payments;

1039 ~~4.8.1.44.9.1.5~~ ~~6.4.7.1.5~~ — Any amounts paid to the Qualified Vendor or
1040 reimbursed in excess of the ~~Agreement~~QVA or service reimbursement
1041 ceiling;

1042 ~~6.4.7.1.6~~ — Any amounts paid to the Qualified Vendor that are subsequently determined to
1043 be
1044 ~~4.8.1.54.9.1.6~~ ~~6.4.7.1.6~~ defective pursuant to the “Certification of Cost or Pricing Data”
1045 section of these terms and conditions;

1046 ~~4.8.1.64.9.1.7~~ ~~6.4.7.1.7~~ — Any payments made for services rendered before the
1047 ~~Agreement~~QVA date or after the ~~Agreement~~QVA termination date (whether
1048 in whole or in part); ~~and~~

1049 ~~4.8.1.74.9.1.8~~ ~~6.4.7.1.8~~ — Any amount paid to the Qualified Vendor by the
1050 ~~Division~~Department that is identified as a financial audit exception; ~~and~~

1051 ~~6.4.8~~ ~~4.8.1.9~~ Any payments made to a Qualified Vendor who has failed to
1052 maintain the appropriate insurance, certification, credentialing, or license
1053 required to deliver services.

1054 ~~4.9~~4.10 Reporting Requirements.

1055 ~~6.4.8.1~~ — Unless otherwise provided in this ~~Agreement~~QVA, reporting ~~shall~~Shall adhere to
1056 the



1057 4.9.14.10.1 following schedule: no later than the thirtieth (30th) day following the end of
1058 each month during the AgreementQVA term, the Qualified Vendor
1059 ~~shall~~Shall submit required programmatic and financial reports to the
1060 DivisionDepartment in the form set forth in the AgreementQVA or as
1061 required by the DivisionDepartment. Failure to submit accurate and
1062 complete reports by the thirtieth (30th) day following the end of a month
1063 ~~may~~May result, at the option of the DivisionDepartment, in delay of
1064 payment. Failure to provide ~~such report~~reporting within forty-five (45)
1065 ~~days~~Days following the end of a month ~~may~~May result, at the option of the
1066 DivisionDepartment, in a termination of the Agreement-QVA.

1067 ~~6.4.8.2~~ — No later than the forty-fifth (45th) day following the termination of this
1068 4.9.24.10.2 Agreement QVA, in whole or in part, the Qualified Vendor ~~shall~~Shall submit
1069 to the DivisionDepartment a final program and fiscal report. Failure to
1070 submit the final program and fiscal report within the above time period
1071 ~~may~~May result, at the option of the DivisionDepartment, in forfeiture of final
1072 payment. Following the end of each AgreementQVA term, the Qualified
1073 Vendor ~~shall~~Shall submit programmatic and financial reports to the
1074 DivisionDepartment in the form set forth in the ~~contract~~QVA no later than
1075 the forty-fifth (45th) day following the end of ~~the~~ each AgreementQVA term.
1076 The final fiscal report for the AgreementQVA term ~~shall~~Shall include all
1077 adjustment to prior financial reports submitted for the AgreementQVA term.

1078 4.9.34.10.3 ~~6.4.8.3~~ — All ~~records~~Records or other documentation supplied to the
1079 DivisionDepartment by the Qualified Vendor ~~shall~~Shall contain the
1080 Qualified Vendor number, AgreementQVA number, name of the entity, and
1081 be submitted via email, mail or hand delivered and as May be directed by
1082 the Department, to the ~~person~~Person designated by the
1083 DivisionDepartment.

1084 ~~6.4.8.4~~ — Earned income reports for employment-related services ~~shall~~Shall be submitted
1085 via e-mail to the
1086 4.9.44.10.4 DivisionDepartment by the Qualified Vendor no later than the
1087 ~~fifteen~~fifteenth (15th) day of each month following the service. This also
1088 applies to Qualified Vendors who contract with another divisionprogram of
1089 the Department to provide employment-related services to Members
1090 served by the ~~Division's members-~~Division.

1091 4.9.54.10.5 ~~6.4.8.5~~ — The Qualified Vendor ~~shall~~Shall comply with any other
1092 reporting requirements as specified in the AgreementQVA or as required
1093 by the ~~Division-~~Department.

1094 4.104.11 6.4.9 Substantial Interest Disclosure.

1095 4.10.14.11.1 ~~6.4.9.1~~ — The Qualified Vendor ~~shall~~Shall not make any payments,
1096 either directly or indirectly, to any ~~person~~Person, partnership, corporation,
1097 trust, or any other organization that has a substantial interest in the
1098 Qualified Vendor's organization or with which the Qualified Vendor (or one

1099 of its directors, officers, owners, trust certificate holders or a relative
1100 thereof) has a substantial interest, unless the Qualified Vendor has
1101 previously made a full written disclosure of the proposed payments,
1102 including amounts, to the ~~Division~~Department.

1103 ~~4.10.24.11.2~~ ~~6.4.9.2~~ — Leases or rental ~~contracts~~Contracts or purchase of real
1104 property that would be covered by item ~~6.4.910.1~~ of this section shallShall
1105 be in writing and accompanied by an independent commercial appraisal of
1106 fair market rental, lease, or purchase value, as appropriate.

1107 ~~4.10.34.11.3~~ ~~6.4.9.3~~ — For the purpose of this section, “relative” ~~shall~~ Shall have the
1108 same meaning as in A.R.S. §-38-502, including the definition therein ~~as it~~
1109 ~~may be amended~~.

1110 ~~4.114.12~~ ~~6.4.10~~ Coordination of Benefits; Third Party Liability Determination.

1111 ~~4.11.14.12.1~~ ~~6.4.10.1~~ — Certain services are subject to a Third Party Payor. When
1112 applicable, the Qualified Vendor ~~shall~~Shall establish and maintain a ~~third~~
1113 ~~party payor~~Third-Party Payor identification process ~~prior to billing the~~
1114 Department.

1115 ~~4.11.24.12.2~~ ~~6.4.10.1.1~~ — The Qualified Vendor ~~shall~~Shall report to the
1116 ~~Division~~Department any updates to the ~~member~~Member-specific ~~third-party~~
1117 ~~liability~~Third-Party Liability information within ten (10) ~~business~~
1118 ~~days~~Business Days of learning of the new information.

1119 ~~6.4.10.2~~ — When applicable, the Qualified Vendor ~~shall~~Shall seek payment from the
1120 third party utilizing the AHCCCS-approved Current Procedural
1121 Terminology codes (CPT) or

1122 ~~4.11.34.12.3~~ Healthcare Common Procedure Coding System (“~~HCP~~HCPCS”) for the
1123 service provider’s category of service, up to the amount of liability before
1124 submitting a claim to the ~~Division~~Department.

1125 ~~4.11.44.12.4~~ ~~6.4.10.3~~ — When submitting a claim to the ~~Division~~Department, the
1126 Qualified Vendor ~~shall~~Shall also provide information acceptable to the
1127 ~~Division~~Department showing the rejection or nonpayment of the claim by
1128 the third party. Acceptable information includes, but is not limited to, an
1129 “explanation of benefits” form when the third party is an insurance
1130 company whose potential liability for the claim arises out of a contract of
1131 insurance.

1132 ~~4.11.54.12.5~~ ~~6.4.10.4~~ — In the event the Qualified Vendor receives payment from a
1133 ~~third-party~~ payor in an amount that meets or exceeds the published rate,
1134 the Qualified Vendor ~~shall~~Shall report the provision of service on the claim
1135 document showing no amount due from the ~~Division~~Department.

1136 ~~4.11.64.12.6~~ ~~6.4.10.5~~ — To the extent the ~~Division~~Department pays all or a portion of
1137 a claim of the Qualified Vendor, the Qualified Vendor hereby assigns to
1138 the ~~Division~~Department all rights it would otherwise have had from the third
1139 party or from any other source.



1140 ~~4.11.74.12.7 6.4.10.6~~ AHCCCS rules apply to the coordination of benefits under this
1141 ~~Agreement-QVA.~~

1142 ~~4.13 6.5~~ Alternative Payment Models/Strategies

1143 4.13.1 In addition to the rate structure outlined in the Division's Rate Book, the
1144 Department May enact a model or strategies to align Qualified Vendor
1145 payments to incentivize quality, outcomes, and value as outlined in
1146 AHCCCS and Division Policy. These models and strategies May be
1147 accessed equitably by all Qualified Vendors.

1148 **Accountability**

1149 **5** ~~6.5.1~~ and Professional Standards.

1150 5.1. Qualified Vendor Code of Conduct

1151 5.1.1 The Qualified Vendor ~~shall~~Shall deliver services in a humane~~and,~~
1152 respectful, Culturally Competent and Family Centered manner and in
1153 accordance with any and all applicable professional accreditation
1154 standards. Levels of staff qualifications, professionalism, numbers of staff
1155 and individuals identified by name ~~must~~Must be maintained as presented
1156 in the ~~Agreement-QVA.~~

1157 ~~6.5.2~~ Qualified Vendor Code of Conduct.

1158 ~~6.5.2.1~~ 5.1.2. Failure by the Qualified Vendor to give full effect, in the
1159 Department's sole judgment, to the rights guaranteed by the laws
1160 identified in this part, under section 3.2, or to maintain or produce upon
1161 demand Records of all requests or complaints, formal or informal, by any
1162 Person, relating to those rights, constitutes a material breach of this QVA.

1163 5.1.3 The Qualified Vendor ~~shall subcontract~~Shall Subcontract with or utilize only
1164 those individuals or organizations that are ~~culturally sensitive~~Culturally
1165 Competent and Family Centered, who meet accessibility standards for ~~the~~
1166 ~~disabled~~Members with disabilities, and who do not discriminate based on
1167 ethnicity, gender, age, race, religion, marital status, sexual orientation, or
1168 socioeconomic status. Subcontractors and their credentials Shall meet all
1169 the requirements that apply to the Qualified Vendor.

1170 ~~Subcontractors and their credentials shall meet all the requirements that apply to the Qualified~~
1171 ~~Vendor.~~

1172 5.1.4 ~~6.5.2.2~~ The Qualified Vendor mustMUST ensure that its ~~personnel,~~
1173 ~~subcontractors~~Personnel, Subcontractors, agents, and any other individual
1174 utilized by the Qualified Vendor for this ~~Agreement-QVA:~~

- 1175 • ~~Represent themselves, their credentials, and their relationship to~~
1176 Qualified VendorVendors accurately to ~~members~~Members and others in
1177 the community.



- 1178 5.1.4.1 ~~_~~ Participate as appropriate in the planning (~~e.g., ISP~~) process, ~~including and~~
1179 the implementation of plan objectives.;
- 1180 5.1.4.2 Maintain consumer privacy and confidential information in conformity with
1181 federal and ~~state~~State law, rule, regulation and policy, including HIPAA
1182 requirements and the Business Associates Agreement;
- 1183 5.1.4.3 Ensure that all individuals who participate in this ~~Agreement~~QVA have
1184 been trained and have affirmed their understanding of federal and
1185 ~~state~~State law, rule, regulation, and policy, including HIPAA requirements,
1186 regarding privacy and confidential information.;
- 1187 5.1.4.4 Ensure that ~~members~~Members receiving service are safely supervised and
1188 accounted for.;
- 1189 5.1.4.5 Act in a professional manner in all matters in the fulfillment of this QVA;
- 1190 ~~5.1.4.5~~1.4.6 Act in a professional manner, honor commitments, and treat
1191 ~~members~~Members and families with dignity and respect.; and
- 1192 ~~• Display a positive attitude.~~
- 1193 5.2 Absolute Prohibited Qualified Vendor Actions
- 1194 5.2.1 The Department has absolute zero tolerance for Qualified Vendors, their
1195 personnel, subcontractors, agents, or any other individual utilized by the
1196 Qualified Vendor for this QVA to participate in any of the following: sexual
1197 activity with ~~members and family members; employ~~Members and Family
1198 Members of Members; the employing of authority or influence with
1199 ~~members~~Members and families for the benefit of a third party;
1200 ~~exploit~~exploiting the ~~member's~~Member's trust in the ~~Contractor~~Qualified
1201 Vendor; or ~~accept~~accepting any commission, rebates, or any other form of
1202 remuneration except for payment by the ~~Contractor~~Qualified Vendor.
- 1203 5.2.2 ~~6.5.2.3~~ The Qualified Vendor shallThe Qualified Vendor Must ensure
1204 that its Personnel, Subcontractors, agents, and any other individual
1205 utilized by the Qualified Vendor for this QVA Shall avoid any action that
1206 entails or that might create or result in the appearance of:
- 1207 5.2.2.1 ~~6.5.2.3.1~~ Inappropriate use or divulging of information gathered or
1208 discovered pursuant to the performance of its duties under the Agreement;
1209 QVA;
- 1210 5.2.2.2 6.5.2.3.2 Using any kickbacks or other inducements to secure an
1211 authorization for services;
- 1212 5.2.2.25.2.2.3 Acting on behalf of the State without
1213 appropriate authorization;
- 1214 5.2.2.35.2.2.4 6.5.2.3.3 Providing favorable or
1215 unfavorable treatment to anyone;



1216 ~~5.2.2.45.2.2.5~~ ~~6.5.2.3.4~~ — Making a decision on behalf of the State that
1217 exceeded its authority, could result in partiality, or have a political
1218 consequence for the State;

1219 ~~5.2.2.55.2.2.6~~ ~~6.5.2.3.5~~ — Misrepresenting or otherwise impeding the efficiency,
1220 authority, actions, policies, or adversely affecting the confidence of the
1221 public or integrity of the State; or,

1222 ~~5.2.2.65.2.2.7~~ ~~6.5.2.3.6~~ — Loss of impartiality when advising the
1223 State.

1224 ~~6.5.3~~ — ~~Personnel.~~

1225 ~~5.3~~ ~~The Qualified Vendor's personnel must~~ ~~Audit~~

1226 ~~5.3.1~~ Pursuant to A.R.S. § 35-214 ~~the Qualified Vendor's and/or any~~
1227 ~~subcontractor's Records relating to the contract Shall be subject at all~~
1228 ~~reasonable times to inspection and audit by the State, and when~~
1229 ~~applicable, the Federal Government, for (5) five years after completion of~~
1230 ~~the QVA.~~

1231 ~~5.3.2~~ All Qualified Vendors are subject to the programmatic and fiscal
1232 ~~monitoring requirements of each Department program to ensure~~
1233 ~~accountability of the delivery of all goods and services.~~

1234 ~~5.4~~ Financial Viability Standards

1235 ~~5.4.1~~ The Qualified Vendor Shall comply with the AHCCCS financial viability
1236 ~~standards. AHCCCS' current financial viability standards include current~~
1237 ~~assets divided by current liabilities MUST be equal to or greater than a~~
1238 ~~ratio of (one) 1.00. Current assets May include any long-term investments~~
1239 ~~that can be converted to cash within twenty-four (24) hours without~~
1240 ~~significant penalty [(i.e., greater than twenty percent (20%)). If current~~
1241 ~~assets include a receivable from a parent company, the parent company~~
1242 ~~MUST have liquid assets that support the amount of the inter-company~~
1243 ~~loan.~~

1244 ~~5.4.2~~ The Qualified Vendor Must prepare financial reports in accordance with
1245 ~~Generally Accepted Accounting Principles (GAAP). Annual financial audit~~
1246 ~~reports Must be conducted in accordance with Generally Accepted~~
1247 ~~Auditing Standards (GAAS) audited by an independent Certified Public~~
1248 ~~Accountant. The completed audited Financial Statement Report Package~~
1249 ~~Must be submitted to the Department Person designated to receive~~
1250 ~~notices within thirty (30) Days after completion of the audit, or at minimum~~
1251 ~~annually, unless a different time is requested and approved by the~~
1252 ~~Department. Audits of non-profit corporations receiving Federal or State~~
1253 ~~monies required pursuant to Federal or State law Must be conducted as~~
1254 ~~provided in 31 United States Code (U.S.C.) Section 7501 et seq. and~~
1255 ~~A.R.S. §35-181.03 and any other applicable statutes, rules, regulations,~~
1256 ~~and standards.~~

- 1257 5.4.3 A Qualified Vendor receiving five million dollars (\$5,000,000) or more in
1258 payments from the Department for Community Developmental Disability
1259 Services in any State fiscal year Shall provide the Department the
1260 following: (a) Quarterly financial Statements no later than sixty (60) Days
1261 following the end of the quarter, and (b) Annual audited financial
1262 Statements no later than thirty (30) Days after the completion of the audit
1263 unless a different time has been requested and approved by the
1264 Department.
- 1265 5.4.4 A Qualified Vendor receiving payments from the Department for
1266 Community Developmental Disability Services in any State fiscal year in
1267 the amount of at least two million dollars (\$2,000,000) but less than five-
1268 million dollars (\$5,000,000) Shall provide the Department the following: (a)
1269 Semi-annual financial Statements no later than sixty (60) Days following
1270 the end of the second (2nd) and fourth (4th) quarters; and (b) Annual
1271 financial Statements that have been reviewed by an independent Certified
1272 Public Accountant. Review report Must consist of at least a Balance
1273 Sheet, Income Statement and Statement of Cash Flows. Annual financial
1274 Statements Shall be submitted to the Department no later than thirty (30)
1275 Days after the completion of the review unless a different time has been
1276 requested and approved by the Department.
- 1277 5.4.5 A Qualified Vendor receiving payments from the Department for
1278 Community Developmental Disability Services in any State fiscal year in
1279 the amount of at least one million dollars (\$1,000,000) to less than two-
1280 million dollars (\$2,000,000) Shall provide the Department the following: (a)
1281 Annual Financial Statements no later than sixty (60) Days following the
1282 end of the fiscal year and (b) compilation that has been compiled by an
1283 independent Certified Public Accountant. A compilation Must consist of at
1284 least a Balance Sheet, Income Statement and Statement of Cash Flows.
1285 Annual financial Statements Shall be submitted to the Department no later
1286 than thirty (30) Days after the completion of the compilation unless a
1287 different time has been requested and approved by the Department.
- 1288 5.4.6 A Qualified Vendor receiving payments from the Department for
1289 Community Developmental Disability Services in any State fiscal year less
1290 than one million dollars (\$1,000,000) Shall provide the Department an
1291 annual financial Statement that consists of a Balance Sheet, Income
1292 Statement, and Statement of Cash Flows within one hundred twenty (120)
1293 Days after fiscal year end.
- 1294 5.4.7 If the Qualified Vendor is a sole proprietor (not incorporated) entity without
1295 employees, it May submit its tax returns for the fiscal year (in lieu of the
1296 financial Statements) no later than one hundred twenty (120) Days after
1297 the fiscal year ends.
- 1298 5.5 Personnel



1299 5.2-35.5.1 ~~The Qualified Vendor's Personnel Must~~ satisfy all qualifications, carry out
1300 all duties, work the hours and receive the compensation set forth in this
1301 ~~Agreement-QVA.~~

1302 ~~6.5.4~~ ~~Fingerprinting.~~

1303 5.5.2 ~~6.5.4.1~~ The Qualified Vendor ~~shall~~will ensure that all employees and
1304 subcontractors receive timely compensation for services provided under
1305 the QVA.

1306 5.6 Credentialing

1307 5.6.1 Qualified Vendors Must be credentialed prior to service delivery and
1308 maintain credentialing throughout the QVA.

1309 5.7 Fingerprinting.

1310 The Qualified Vendor Shall comply with, and ~~shall~~Shall ensure that all ~~of~~ the Qualified
1311 Vendor's employees, independent contractors, ~~subcontractors~~Subcontractors, volunteers
1312 and

1313 5.2-45.7.1 other agents comply with, all applicable (current and future) legal
1314 requirements relating to fingerprinting, fingerprint clearance cards,
1315 certifications regarding pending or past criminal matters, and criminal
1316 ~~records~~Records checks that relate to ~~Agreement~~QVA performance.

1317 5.2-55.7.2 ~~6.5.4.2~~ Applicable legal requirements relating to fingerprinting, certification,
1318 and criminal background checks ~~may~~May include, but are not limited to the
1319 following: A.R.S. §§-36-594.01, 36-3008, 41-1964, and 46-141. All
1320 applicable legal requirements relating to fingerprinting, fingerprint
1321 clearance cards, certifications regarding pending or past criminal matters,
1322 and criminal ~~records~~Records checks are hereby incorporated in their
1323 entirety as provisions of this ~~Agreement~~QVA. The Qualified Vendor is
1324 responsible for knowing which legal requirements relating to fingerprinting,
1325 fingerprint clearance cards, certifications regarding pending or past
1326 criminal matters, and criminal ~~records~~Records checks relate to
1327 ~~Agreement~~QVA performance. ~~The reference to "juvenile"~~References
1328 juveniles in A.R.S. §-46-141 ~~shall~~Shall include "vulnerable ~~adult~~adults as
1329 defined in A.R.S. §-13-3623.

1330 5.2-65.7.3 ~~6.5.4.3~~ Personnel who are employed by the Qualified Vendor, whether
1331 paid or not, and who are required or allowed to provide services directly to
1332 juveniles or vulnerable adults ~~shall~~Shall submit a full set of fingerprints to
1333 the Department of Public Safety for the purposes of obtaining a ~~state~~State
1334 and federal criminal ~~records~~Records check pursuant to A.R.S. §-41-1750
1335 and P. L. 92-544 or ~~shall~~Shall apply for a fingerprint clearance card within
1336 seven (7) working ~~days~~DAYS of employment.

1337 5.2-75.7.4 ~~6.5.4.4~~ The Qualified Vendor ~~shall~~Shall pay for the costs of fingerprint
1338 checks and ~~may~~May charge these costs to its fingerprinted



1339 ~~personnel~~Personnel. The ~~Division shall~~Department Shall only pay for the
1340 costs of fingerprint checks of potential ~~developmental home providers.~~
1341 Developmental Home Providers.

1342 5.2.85.7.5 ~~6.5.4.5~~ The Qualified Vendor ~~shall comply with~~Shall complete the ~~Division's~~
1343 Criminal ~~Acts/ Fingerprinting Standards~~History and Self Disclosure Affidavit
1344 for each employee, subcontractor, or agent for whom it is required.

1345 5.2.95.7.6 ~~6.5.4.6~~ Except as provided in A.R.S. § 46-141, this ~~Agreement may~~QVA
1346 May be cancelled or terminated immediately if a ~~person~~Person employed
1347 by the Qualified Vendor and who has contact with juveniles or vulnerable
1348 adults certifies pursuant to the provisions of A.R.S. § 46-141 ~~(as may be~~
1349 ~~amended)~~ that the ~~person~~Person is awaiting trial or has been convicted of
1350 any of the offenses listed therein in this State, or of acts committed in
1351 another ~~state~~State that would be offenses in this State, or if the
1352 ~~person~~Person does not possess or is denied issuance of a valid fingerprint
1353 clearance card.

1354 5.2.105.7.7 ~~6.5.4.7~~ Personnel who are employed by any Qualified Vendor, whether
1355 paid or not, and who are required or allowed to provide services directly to
1356 juveniles or vulnerable adults ~~shall~~Shall certify on forms provided by the
1357 Department and notarized whether they are awaiting trial on or have ever
1358 been convicted of any of the offenses described in A.R.S. § 46-141 ~~(F) (as~~
1359 ~~may be amended).~~ ;

1360 5.2.115.7.8 ~~6.5.4.8~~ Personnel who are employed by any Qualified Vendor, whether
1361 paid or not, and who are required or allowed to provide services directly to
1362 juveniles or vulnerable adults ~~shall~~Shall certify on forms provided by the
1363 Department and notarized whether they have ever committed any act of
1364 sexual abuse of a child, including sexual exploitation and commercial
1365 sexual exploitation, or any act of child abuse or any act of abuse against a
1366 vulnerable adult as defined in A.R.S. § 13-3623.

1367 5.35.8 ~~6.5.5~~ Federally Recognized Native American Tribes or Military Bases
1368 Certifications.

1369 5.3.15.8.1 Federally recognized Native American tribes or military bases ~~may~~May
1370 submit and the Department ~~shall~~Shall accept certifications that ~~state~~State
1371 that no ~~personnel~~Personnel who are employed or who will be employed
1372 during the ~~Agreement~~QVA term have been convicted of, have admitted
1373 committing or are awaiting trial on any offense as described in A.R.S. §
1374 46-141 ~~(F) (as may be amended).~~ ;

1375 5.9 ~~6.5.6~~ Background Checks for Employment through Registries

1376 5.3.25.9.1 The Qualified Vendor Shall comply with the ~~ADES~~provisions of A.R.S. § 8-
1377 804 and submit the names of each employee, Subcontractor, and
1378 Subcontractor employee, including volunteers, prior to providing direct
1379 service to Members served by the Department for the Central Registry.

1380 Background Check. The form for submitting the request May be found on
1381 DES's website.

1382 5.3.35.9.2 If providing direct services to children or vulnerable adults, the following
1383 shall~~shall~~ apply:

1384 5.3.3.15.9.2.1 ~~6.5.6.1~~ — The provisions of A.R.S. §-8-804 ~~(as may be amended)~~
1385 are hereby incorporated in its entirety as provisions of this Agreement.
1386 QVA.

1387 5.3.3.25.9.2.2 ~~6.5.6.2~~ — The Department will conduct Central Registry
1388 Background Checks and will use the information contained in the Central
1389 Registry as a factor to determine qualifications for positions that provide
1390 direct service to children or vulnerable adults for:

1391 5.3.3.2.15.9.2.2.1 Any ~~person~~Person who applies for a contract with this State and
1392 that ~~person's~~Person's employees;

1393 5.3.3.2.25.9.2.2.2 All employees of a contractor;

1394 5.3.3.2.35.9.2.2.3 A ~~subcontractor~~Subcontractor (subcontracting to provide ~~member~~
1395 direct services to Members) of a contractor and the subcontractor's
1396 employees; and

1397 5.3.3.2.45.9.2.2.4 Prospective employees of the contractor or
1398 ~~subcontractor~~Subcontractor at the request of the prospective employer.

1399 5.3.3.35.9.2.3 ~~6.5.6.3~~ — Volunteers who provide direct services to children or
1400 vulnerable adults ~~shall~~Shall have a Central Registry Background Check
1401 which is to be used as a factor to determine qualifications for volunteer
1402 positions.

1403 ~~6.5.6.4~~ — 1. A ~~person~~Person who is disqualified because of a Central Registry
1404 Background Check ~~may~~May apply to the Board of Fingerprinting for a
1405 Central Registry exception pursuant to A.R.S. §-41-619.57. A
1406 ~~person~~Person who is granted a Central Registry exception pursuant to
1407 A.R.S. §-41-619.57 is not entitled to a contract,

1408 5.3.3.45.9.2.4 employment, licensure, certification, or other benefit because the
1409 ~~person~~Person has been granted a Central Registry exception.

1410 5.3.3.55.9.2.5 2. Before being employed or volunteering in a position that provides
1411 direct services to children or vulnerable adults, ~~persons shall~~Persons Shall
1412 certify on forms that are provided by the Department whether an allegation
1413 of abuse or neglect was made against them and was substantiated. The
1414 completed forms are to be maintained as confidential.

1415 5.3.3.65.9.2.6 ~~6.5.6.5~~ — A ~~person~~Person awaiting receipt of the Central
1416 Registry Background Check ~~may~~May only provide direct services to
1417 ~~ADES members (clients)~~Members after completion and submittal of the
1418 Direct Service Position certification if:

1419 5.3.3.6.15.9.2.6.1 The ~~person~~Person is not currently the subject of an investigation
1420 of child abuse or neglect in Arizona or another ~~state~~State or jurisdiction;
1421 and

1422 5.3.3.6.25.9.2.6.2 The ~~person~~Person has not been the subject of an investigation
1423 of child abuse or neglect in Arizona, or another ~~state~~State or
1424 jurisdiction, which resulted in a substantiated finding.

1425 5.3.3.75.9.2.7 The Certification for Direct Service Position is located ~~at~~on DES's
1426 website.

1427 [http://www.azdes.gov/InternetFiles/InternetProgrammaticForms/doc/ACY-](http://www.azdes.gov/InternetFiles/InternetProgrammaticForms/doc/ACY-1287AFORFF.doc)
1428 [1287AFORFF.doc.](http://www.azdes.gov/InternetFiles/InternetProgrammaticForms/doc/ACY-1287AFORFF.doc)

1429 5.3.3.85.9.2.8 ~~6.5.6.6~~ — If the Central Registry Background Check specifies
1430 any disqualifying act and the ~~person~~Person does not have a Central
1431 Registry exception, the ~~person shall~~Person Shall be prohibited from
1432 providing direct services to ~~ADES members (clients).~~ Members.

1433 ~~6.5.6.7~~ — ~~The Qualified Vendor shall comply with the provisions of A.R.S. § 8-804 (as may~~
1434 ~~be amended) and submit the names of each employee, subcontractor, and~~
1435 ~~subcontractor employee, including volunteers, providing direct service to Division~~
1436 ~~members for the Central Registry Background Check. The form for submitting the~~
1437 ~~request is in Section 9, Attachment G of this Agreement located~~
1438 ~~<https://www.azdes.gov/main.aspx?menu=96&id=4792>.~~

1439 5.3.3.95.9.2.9 ~~6.5.6.7.1~~ — ~~The Qualified Vendor shall~~The Qualified Vendor Shall
1440 maintain the Central Registry Background Check results and any related
1441 forms or documents in a confidential file for five (5) years after termination
1442 of the ~~Agreement.~~ QVA.

1443 5.3.3.105.9.2.10 ~~6.5.6.7.2~~ — For purposes of this ~~Agreement~~QVA, references to
1444 “juvenile” in A.R.S. § 8-804 ~~shall~~Shall also include “vulnerable adult” as
1445 defined in A.R.S. § 13-3623. ~~he Qualified Vendor shall comply with the~~
1446 ~~requirements of Arizona Revised Statute.~~

1447 5.9.2.11 ~~6.5.7~~ — ~~The Qualified Vendor shall have on file three (3) verifiable letters of~~
1448 ~~reference for each DSP that clearly state the name, address, and phone~~
1449 ~~number of the person providing the reference and make them available~~
1450 ~~upon request to the Department, as per A.A.C.R6- 6-1504 (D).~~

1451 5.9.2.12 ~~The Qualified Vendor shall develop agency policies with procedures that~~
1452 ~~demonstrated the Qualified Vendor conducts and begin background~~
1453 ~~checks of for all people who participate in the Direct Care Workers (DCW)~~
1454 ~~training for employment, including DCW employees who also provide~~
1455 ~~Respite Service, to establish the employees comply with the following~~
1456 ~~standards:~~

1457 5.9.2.12.1 ~~At the time of hire and every year thereafter, conduct a search of the~~
1458 ~~Arizona Adult Protective Services Registry,~~

- 1459 5.9.2.12.2 At the time of hire and every three years thereafter conduct a nationwide
1460 criminal background check that accounts for criminal convictions in
1461 Arizona,
- 1462 5.9.2.12.3 Prohibit a DCW from providing services to ALTCS members if the
1463 background check results contain:
- 1464 5.9.2.12.3.1 Convictions for any of the offenses listed in A.R.S. §41-1758.03(B) or (C),
- 1465 5.9.2.12.3.2 Any substantiated report of abuse, neglect or exploitation of vulnerable
1466 adults listed on the Adult Protective Services Registry pursuant to
1467 A.R.S. §46-459.
- 1468 5.9.2.12.4 Upon hire and annually thereafter, obtain a notarized attestation from the
1469 DCW that he/she is not:
- 1470 5.9.2.12.4.1 Subject to registration as a sex offender in Arizona or any other
1471 jurisdiction, or
- 1472 5.9.2.12.4.2 Awaiting trial on or has been convicted of committing or attempting,
1473 soliciting, facilitating or conspiring to commit any criminal offense listed in
1474 A.R.S. §41-1758.03(B) or (C), or any similar offense in another state or
1475 jurisdiction.
- 1476 5.9.2.12.5 Require DSPs to report immediately to the agency if a law enforcement
1477 entity has charged the DSP with any crime listed in A.R.S. §41-
1478 1758.03(B) or (C).
- 1479 5.9.2.12.6 Require DSPs to report immediately to the agency if Adult Protective
1480 Services has alleged that the DCW abused, neglected or exploited a
1481 vulnerable adult.
- 1482 5.9.2.12.7 Agencies may choose to allow exceptions to the background requirements
1483 for DCWs providing services to family members only. If the agency allows
1484 a DCW to provide services under this exception, the agency shall
- 1485 5.9.2.12.7.1 Notify the ALTCS member in writing that the DCW does not meet the
1486 background check standards and therefore otherwise would not normally
1487 be allowed to provide services,
- 1488 5.9.2.12.7.2 Obtain consent from the ALTCS member to allow the DCW to provide
1489 services despite the findings of the background check.
- 1490 5.9.2.12.8 Agencies are prohibited from allowing exceptions to the Arizona Adult
1491 Protective Services Registry screening requirements for DSPs providing
1492 services to family members only.
- 1493 5.9.2.12.9 Effective October 01, 2019, Qualified Vendors are required to comply with
1494 Fingerprint Clearance Card requirements outlined in A.R.S. Title 41,
1495 Chapter 12, Article 3.1, and may use a DSP's Fingerprint Clearance Card
1496 as evidence of complying with the criminal background check required by
1497 this Policy, however, the agency must still comply with the obligation to
1498 check the Arizona Adult Protective Services Registry. DCWs are

1499 prohibited from providing services to ALTCS members if the DCW is
1500 precluded from receiving a Fingerprint Clearance Card or has a
1501 substantiated report of abuse, neglect or exploitation of vulnerable adults
1502 listed on the Adult Protective Services Registry pursuant to A.R.S. §46-
1503 459.k

1504 5.45.10 Evaluation.

1505 5.4.15.10.1 The Department or third parties ~~may~~May evaluate, and the Qualified
1506 Vendor ~~shall~~Shall cooperate in the evaluation of, Agreement
1507 services. Community Developmental Disability Services. Evaluation
1508 ~~may~~May assess the quality and impact of services, either in isolation or in
1509 comparison with other similar services, and assess the Qualified Vendor's
1510 progress and/or success in achieving the goals, objectives and
1511 deliverables set forth in this ~~Agreement.~~QVA.

1512 5.55.11 6.5.8 Visitation, Inspection and Copying.

1513 5.5.15.11.1 The Qualified Vendor's or any ~~subcontractor's~~Subcontractor's facilities,
1514 services, ~~members served,~~ books, and ~~records~~Records pertaining to the
1515 ~~Agreement shall~~QVA Shall be available for visitation, inspection and
1516 copying by the ~~Division~~Department and any other appropriate agent of the
1517 State or Federal Government. At the discretion of the ~~Division~~Department,
1518 visitation, inspection, and copying ~~may~~May be at any time during regular
1519 business hours, announced or unannounced. ~~If the Division~~Department
1520 deems it to be an emergency ~~situation,~~ it ~~may~~May at any time visit and
1521 inspect the Qualified Vendor's or any ~~subcontractor's~~Subcontractor's
1522 facilities, and services, ~~and members served,~~ as well as inspect and copy
1523 their ~~Agreement~~QVA-related books and ~~records~~Records. The Department
1524 also reserves the right to request to interview or observe Members in
1525 services.

1526 5.65.12 6.5.9 Supporting Documents and Information.

1527 5.6.15.12.1 In addition to any documents, reports or information required by any other
1528 ~~sectionpart~~ of this ~~Agreement~~QVA, the Qualified Vendor ~~shall~~Shall furnish
1529 the ~~Division~~Department with any further documents and information
1530 deemed necessary by the ~~Division~~Department in the form requested by the
1531 ~~Division~~Department to demonstrate that the Qualified Vendor is in
1532 compliance with programmatic and ~~Agreement~~QVA requirements. Upon
1533 receipt of a request for information from the Department, the Qualified
1534 Vendor ~~shall~~Shall provide complete and accurate information no later than
1535 fifteen (15) ~~days~~Days after the receipt of the request.

1536 5.12.2 6.5.10 The Qualified Vendor Shall attend a meeting related to these
1537 documents or other information at the Department's request.

1538 5.75.13 Monitoring.

1539 5.7.15.13.1 6.5.10.1 —The Department mayMay monitor, by whatever means
1540 deemed appropriate by the Department, the Qualified Vendor or any

1541 ~~subcontractor~~SUBCONTRACTOR and each ~~shall~~Shall cooperate in the
1542 monitoring of services delivered, ~~facilities~~settings, and ~~records~~Records
1543 maintained and fiscal practices.

1544 5.13.2 ~~6.5.10.2~~ ~~—The Division~~The Qualified Vendor Shall comply with all
1545 monitoring and inspection requirements of the DES and the Department of
1546 Health Services, as applicable.

1547 5.7.25.13.3 ~~The Department~~ will monitor the Qualified Vendor's compliance with the
1548 ~~Agreement~~QVA as deemed necessary by the ~~Division~~Department.
1549 Monitoring ~~may~~May also be conducted, at reasonable times, by
1550 ~~members~~Members, parents, ~~member representatives~~, Responsible Persons,
1551 representatives of the Developmental Disabilities Advisory Council, and
1552 other recognized, ~~on-going~~ongoing advocacy groups for ~~persons~~Persons
1553 with developmental disabilities. The Qualified Vendor ~~shall~~Shall adhere to
1554 all related policies and procedures the ~~Division~~Department deems
1555 appropriate to adequately evaluate the quality and impact of services and
1556 to establish ~~on-going~~ongoing monitoring of service performance. The
1557 ~~Division~~Department reserves the right to monitor the actual provision of
1558 services for compliance with the Division Programmatic Standards and to
1559 conduct investigations in accordance with the Division Investigation
1560 Standards and to verify staffing levels as authorized by the Department
1561 District Administration.

1562 ~~Division Investigation Standards and to verify staffing levels as authorized by the Division~~
1563 ~~District Administration.~~

1564 5.7.35.13.4 ~~6.5.10.3~~ ~~—If the Division~~Department requires the Qualified Vendor to
1565 implement a corrective action plan, and the approved plan requires it, the
1566 Qualified Vendor ~~shall~~Shall notify all current and prospective
1567 ~~members~~Members that ~~they are~~the Qualified Vendor is operating under a
1568 corrective action plan.

1569 5.85.14 ~~6.5.11~~ Utilization Control/Quality Assurance.

1570 5.8.15.14.1 ~~6.5.11.1~~ ~~—The~~During the term of this QVA, the Qualified Vendor shall,
1571 ~~at all times during the term of this Agreement,~~always maintain an internal
1572 quality assurance system in accordance with current applicable AHCCCS
1573 rules and policies and Federal ~~rules~~regulations as specified in the current
1574 42 C.F.R. Part 456, as implemented by AHCCCS and the Division.
1575 Qualified Vendor quality assurance requirements ~~shall~~Shall include, but
1576 are not limited to:

1577 5.8.1.15.14.1.1 ~~6.5.11.1.1~~ ~~—~~Completing statistical or
1578 program reports as requested by the ~~Division;~~ Department;

1579 5.8.1.25.14.1.2 ~~6.5.11.1.2~~ ~~—~~Complying with any recommendations made by the
1580 Division's Statewide Quality Management Committee;

1581 5.8.1.35.14.1.3 ~~6.5.11.1.3~~ ~~—~~Making ~~records~~Records available upon
1582 request;

1583 ~~5.8.1.45.14.1.4~~ 6.5.11.1.4 — Allowing ~~persons~~Persons authorized by the
1584 Division~~Department~~ access to ~~program areas~~settings where services are
1585 provided at any hours of the day or night as deemed appropriate by the
1586 Division~~Department~~; and

1587 ~~5.8.1.55.14.1.5~~ 6.5.11.1.5 — Providing program information,
1588 upon request, to the ~~Division~~Department.

1589 ~~5.8.25.14.2~~ 6.5.11.2 — The Qualified Vendor ~~shall~~Shall cooperate with the
1590 Division~~Department~~ and AHCCCS quality assurance programs and
1591 reviews.

1592 ~~6.5.12~~ — ~~Sanctions Against the Division as a Result of Qualified Vendor Action or Inaction.~~

1593 ~~6.5.12.1~~ — ~~Sanctions imposed against the Division by AHCCCS for noncompliance with~~
1594 ~~requirements for encounter data reporting, referenced in “Records” of these Terms and~~
1595 ~~Conditions, that would not have been imposed but for the action or inaction of one or more~~
1596 ~~Qualified Vendors, will be assessed against the Qualified Vendor based on the percentage of~~
1597 ~~the Qualified Vendor’s contribution to the sanction imposed against the Division.~~

1598 ~~6.5.12.2~~ — ~~Any other sanctions imposed against the Division by AHCCCS in accordance~~
1599 ~~with applicable AHCCCS rules, policies, and procedures that would not have been imposed but~~
1600 ~~for the action or inaction of one or more Qualified Vendors will be assessed against the~~
1601 ~~Qualified Vendor based on the percentage of the Qualified Vendor’s contribution to the sanction~~
1602 ~~imposed against the Division.~~

1603 ~~6.5.12.3~~ — ~~Sanctions imposed against the Division by AHCCCS for failure of one or more~~
1604 ~~Qualified Vendors or any subcontractor to submit requested disclosure~~
1605 ~~statements will be assessed against the Qualified Vendor based on the~~
1606 ~~percentage of the Qualified Vendor’s contribution to the sanction imposed~~
1607 ~~against the Division.~~

1608 ~~5.95.15~~ 6.5.13 Fair Hearings and Members’ Grievances.

1609 ~~5.9.15.15.1~~ 6.5.13.1 — The Qualified Vendor ~~shall~~Shall advise all ~~members~~Members
1610 who receive services of their right, at any time and for any reason, to
1611 present to the Qualified Vendor and to the Division~~Department~~ any
1612 grievances arising from the delivery of services, including, but not limited
1613 to, ineligibility determination, reduction of services, suspension or
1614 termination of services, or quality of services. The ~~Division may~~Department
1615 May assert its jurisdiction to hear the grievance or refer the matter to the
1616 appropriate authority.

1617 ~~5.9.25.15.2~~ 6.5.13.2 — ~~If~~As required by the Division~~Department~~, and at the
1618 Department’s sole discretion, the Qualified Vendor shall maintain a
1619 system, subject to review upon request by the Division~~Department~~, for
1620 reviewing and adjudicating grievances by ~~members~~Members or
1621 ~~subcontractors~~Subcontractors concerning the actual provision of services
1622 and payment for same by or on behalf of the Qualified Vendor. This
1623 system ~~shall~~Shall follow the grievance procedure agreed to by AHCCCS

1624 and the ~~Division~~Department in the current AHCCCS/Division
1625 ~~intergovernmental~~Intergovernmental Agreement and the Division rules and
1626 policies.

1627 ~~5.405.16~~ 6.5.14 ~~Merger or Acquisition.~~

1628 ~~5.10.15.16.1~~ 6.5.14.1 — The Qualified Vendor ~~shall~~Shall not change ownership
1629 and/or taxpayer identification number without the prior written consent of
1630 the ~~Division~~Department during the term of this ~~Agreement~~QVA. Consent
1631 ~~shall~~Shall not be unreasonably withheld.

1632 ~~5.10.25.16.2~~ 6.5.14.2 — A proposed merger, reorganization, affiliation, or change in
1633 ownership of the Qualified Vendor ~~shall~~Shall require prior approval of the
1634 ~~Division~~Department. In some cases, a new Application ~~may~~May be
1635 required.

1636 ~~5.16.3~~ 6.5.15 ~~The Qualified Vendor Shall refer to Department policy on mergers~~
1637 ~~and acquisitions.~~

1638 ~~5.16.4~~ The Qualified vendor must continue to meet the minimum requirements
1639 and submit documentation for the key positions.”

1640 ~~5.115.17~~ Disclosure of Bankruptcy Filing and any other Material Event.

1641 ~~5.11.15.17.1~~ Qualified Vendors ~~shall~~Shall immediately notify the ~~Division~~Department of
1642 any and all filings made under the bankruptcy laws and regulations and
1643 promptly provide a copy of the court filing and any subsequent non-
1644 procedural Court orders to the ~~Division~~Department, including the final
1645 order disposing of the bankruptcy. In addition, the Qualified Vendor
1646 ~~shall~~Shall immediately submit by e-mail an amended Assurances and
1647 Submittals, to their assigned specialist at the Division's Department's
1648 Contract Management Unit, or to DDDContractManager@azdes.gov.

1649 ~~5.11.25.17.2~~ 6.5.15.1 — The Qualified Vendor ~~shall~~Shall notify the ~~Division~~Department
1650 within twenty-four (24) hours, in writing, if the Qualified Vendor: (i) fails to
1651 ~~so~~ maintain any representation, comply with any covenant, or perform any
1652 duty as provided in this ~~Agreement~~QVA; (ii) receives notice or becomes
1653 aware of a claim or cause of action that would, if valid and enforceable
1654 against the Qualified Vendor, violate any provision in this QVA; or (iii)
1655 becomes aware of any Material Event. The notice to the Department Shall
1656 describe the event or facts that triggered the delivery of the notice.

1657 ~~Agreement; or (iii) becomes aware of any Material Event. The notice to the Division shall~~
1658 ~~describe the event or facts that triggered the delivery of the notice.~~

1659 ~~5.125.18~~ 6.5.16 ~~Federal Database Checks.~~

1660 ~~6.5.16.1~~ — The ~~Division~~Department will not, and the Qualified Vendor ~~shall~~Shall not,
1661 employ or contract with any individual who has been debarred,
1662 suspended, or otherwise lawfully prohibited from participating in any public
1663 procurement activity or from participating in non-procurement activities

1664 under regulations issued under Executive Order 12549 or under
1665 guidelines implementing Executive Order 12549 [42 CODE OF FEDERAL
1666 REGULATIONS (~~“(C.F.R.) §-~~ §438.610(a) and (b), 42 C.F.R. §-1001. 1901(b), 42
1667 5.12.15.18.1 ~~C.F.R. §-1003. 102(a)(2)-)] and A.R.S. §41-2613. The ~~Division~~Department
1668 is obligated under 42 C.F.R. §-455.436 to screen all Qualified Vendors
1669 and the Qualified Vendor is obligated to screen all employees,
1670 contractors, and/or ~~subcontractor~~Subcontractor employees providing
1671 ~~Agreement services~~Community Developmental Disability Services to
1672 determine whether any of them have been excluded from participation in
1673 Federal health care programs by checking the following Federal
1674 databases:~~

1675 5.12.1.15.18.1.1 The List of Excluded Individuals/Entities (~~“(LEIE”)~~) no less
1676 frequently than monthly (~~<http://oig.hhs.gov/exclusions/>~~). This list can be
1677 found on the US Department of Health and Human Services Office of
1678 Inspector General’s website;

1679 5.12.1.25.18.1.2 The System for Award Management (~~“(SAM”)~~) no less frequently
1680 than monthly (~~<https://www.sam.gov/portal/public/SAM/>~~);

1681 5.18.1.3 ~~And any~~Arizona Department of Administration, State Procurement Office;
1682 and

1683 5.12.1.35.18.1.4 ~~Any~~ other ~~such~~ databases that ~~may be prescribed~~the Department
1684 May prescribe.

1685 5.12.25.18.2 ~~6.5.16.2~~ — The Qualified Vendor ~~shall~~Shall maintain the Federal
1686 Database Check results and any related forms or documents in a
1687 confidential file for five (5) years after termination of the ~~Agreement.~~QVA.

1688 5.135.19 ~~6.5.17~~ Fraud and Abuse.

1689 5.13.15.19.1 ~~6.5.17.1~~ — If the Qualified Vendor discovers, or is made aware, that an
1690 act of suspected fraud or abuse has occurred or been alleged, the
1691 Qualified Vendor ~~shall~~Shall immediately report the incident or allegation to
1692 the ~~Division~~Department as well as to the AHCCCS, Office of the Inspector
1693 General. The Qualified Vendor ~~shall~~Shall refer to the Division’s Provider
1694 Manual for guidance.

1695 5.20 ~~6.6~~ — AgreementConflict of Interest.

1696 5.20.1 Qualified Vendors Must warrant in the Application that they have no
1697 current, prior, or potential Conflicts of Interest. If any Conflict of Interest
1698 arises, the Qualified Vendor Shall immediately inform the Department in
1699 writing of the Conflict of Interest.

- 1700 **6** QVA Changes
- 1701 6.1 Department Amendment
- 1702 6.1.1 The ~~Division may change~~Department May amend the ~~Agreement~~RFQVA by
1703 posting a proposed ~~amendment~~Department Amendment for thirty (30)
1704 ~~days~~Days of public review and comment. The amendment then requires
1705 signature by both parties ~~in order~~ for the ~~Agreement~~QVA to continue;
1706 however, amendments reflecting changes in law or generally applicable
1707 policies and procedures ~~shall~~Shall become a part of this ~~Agreement~~QVA
1708 without signature by the parties. If an amendment requires the signature
1709 of the Qualified Vendor, and the Qualified Vendor fails to sign and return
1710 the amendment in the form and within the timeframe specified by the
1711 ~~Division~~Department, the ~~Division may~~Department May terminate the
1712 ~~Agreement~~QVA, in whole or in part. The Qualified Vendor ~~may~~May request
1713 a change to its ~~Application~~QVA and, ~~upon approval~~if approved by the
1714 ~~Division~~Department, the change will become part of the ongoing
1715 ~~Agreement~~QVA.
- 1716 ~~6.6.1~~ Unauthorized Amendments.
- 1717 6.1.2 ~~Changes to the Agreement~~The Department May withdraw a proposed
1718 Department Amendment, in whole or in part, before it becomes effective, if
1719 it is determined to be in the best interest of the State.
- 1720 6.2 Qualified Vendor Amendment.
- 1721 6.2.1 For changes to the QVA which require Department approval, and which
1722 have the potential to impact service delivery, the contract owner or
1723 signatory Shall submit a written request. The Department will review and
1724 provide a written response to the Qualified Vendor with a decision.
1725 Changes to the QVA May include, but are not limited to, changes to the
1726 Business Plan, notifications of proposed sales, mergers, acquisitions,
1727 reorganization, changes in affiliation, changes in ownership, relocation of
1728 service or administrative sites, bankruptcy, emergencies, or Material
1729 Events as defined in this part under Section 1.45.
- 1730 ~~6.1.26.2.2~~ Changes to the QVA, including the addition of work or materials, the
1731 revision of payment terms, or the substitution of work or materials,
1732 directed by an unauthorized State employee or made unilaterally by the
1733 Qualified Vendor are violations of the ~~Agreement~~QVA and of applicable
1734 law. Such changes, including unauthorized written ~~Agreement amendments,~~
1735 ~~shall~~Qualified Vendor Amendments, Shall be void and without effect, and
1736 the Qualified Vendor ~~shall~~Shall not be entitled to any claim under this
1737 ~~Agreement~~QVA based on those changes.
- 1738 6.2.3 ~~6.6.1.1~~ Qualified Vendor Amendments are indicated in the electronic
1739 submittal process for CAS and do not become effective unless approved.
- 1740 6.2.4 Adding, Removing or Amending services

- 1741 6.2.4.1 ~~The Division may withdraw~~ revision of services to the QVA requires approval
1742 by the Department and the execution of Qualified Amendment to the QVA.
- 1743 6.2.4.2 To add additional services to the QVA, the Qualified Vendor Must submit a
1744 proposed Qualified Vendor Amendment to its QVA.
- 1745 6.2.4.3 Qualified Vendors Shall submit the Amendment electronically in the CAS.
1746 The Qualified Vendor Shall also submit all associated documents and
1747 submittals with the amendment, in whole or in part, before it becomes
1748 effective, if it ~~which May include, but is determined to not limited to, updated~~
1749 attestations, assurances and submittals, a Qualified Vendor Supported
1750 Developmental Home Subcontract (where applicable), BCP, and an
1751 updated Business Plan.
- 1752 6.2.4.4 The Qualified Vendor Shall also submit a new HCBS Certificate reflecting
1753 the addition of the new service(s).
- 1754 6.2.4.5 Qualified Vendors Shall update AHCCCS provider enrollment.
- 1755 6.2.4.6 Qualified Vendor Shall participate in and complete the Division's
1756 Readiness Review Process for the new service.
- 1757 6.2.4.7 Qualified Vendors and Applicants are able to update or amend their
1758 Application/QVA only after submitted changes have been reviewed and a
1759 determination has been made by the Department. The Department Shall
1760 respond to a request for a Vendor Amendment to a QVA based on the
1761 criteria defined in A.A.C. R6-6- 2103 and A.A.C. R6-6-2104.
- 1762 6.2.4.8 The Department will approve services that are consistent with the
1763 Department's network development plan or other documentation of
1764 projected service need.
- 1765 6.2.4.9 Qualified Vendors that are no longer providing a contracted service, Must
1766 amend the QVA to remove the services within ninety (90) Days of service
1767 termination.
- 1768 6.2.5 Terminating agreement or services
- 1769 6.2.5.1 Prior to terminating a contract or services, Qualified Vendors Must notify
1770 the Department of their intent within 90 Days of the expected termination
1771 date and receive the Department's approval.
- 1772 6.2.5.2 The Qualified Vendor Shall consult with the Department throughout the
1773 termination of QVA or services and through transition of Members to other
1774 Qualified Vendors to ensure that Members receive continuity in services.
- 1775 6.1.2.16.2.5.3 Before termination is executed, all Member authorizations Must be
1776 in the best interest of the State transitioned to other Qualified Vendors and/or
1777 completed services. The Qualified Vendor Must continue services for
1778 authorized Members.
- 1779 6.2.5.4 ~~6.6.2~~ The Qualified Vendor will have ninety (90) Days to submit final
1780 claims.



1781 6.2.5.5 When a QVA is no longer in effect, all Subcontracts, third-party
1782 agreements, and related agreements Must also be terminated by the
1783 Qualified Vendor.

1784 6.26.3 Updating Information and Amending a Qualified Vendor Application in QVA.

1785 6.2.16.3.1 6.6.2.1 ~~_____~~ The Qualified Vendor ~~shall~~Shall have a continuing duty to
1786 update in QVADSCAS the general information section of the
1787 vendorQualified Vendor contract information component, the
1788 assurancesAssurances and submittalSubmittal form and associated
1789 submittals, the program description section of the detail information
1790 component, and administrative and service sites as necessary to ensure
1791 that the information is current and accurate. ~~Theself these~~ changes are
1792 Qualified Vendor-initiated Application amendments. Application amendments
1793 that Amendments, changes will require approval by the Division are
1794 indicated in the electronic submittal process for QVADSDepartment and do not
1795 become effective unless approvedapproves.

1796 6.2.26.3.2 6.6.2.2 ~~_____~~ The Qualified Vendor ~~shall~~Shall update all other information
1797 in QVADSCAS as necessary to ensure that the information is current and
1798 accurate.

1799 6.2.36.3.3 6.6.2.3 ~~_____~~ If the DivisionDepartment finds that the information provided
1800 in the QV's original Application or as an update to the application is
1801 materially inaccurate, and the Qualified Vendor fails to correct such
1802 information within the time specified in a notice from the
1803 DivisionDepartment, such failure mayMay be cause for termination of the
1804 AgreementQVA, in whole or in part. The Department May delete the
1805 information from the directory specified in A.A.C. R6-6-2105, until a
1806 correction is provided or the QVA is terminated.

1807 ~~in part. The Division may delete the information from the directory until a correction is provided~~
1808 ~~or the Agreement is terminated.~~

1809 6.2.46.3.4 6.6.2.4 ~~_____~~ A Qualified Vendor seeking to add a service to its
1810 Agreement shallQVA Shall submit a request to the
1811 DivisionDepartment and if approved, the new service becomes part
1812 of the vendor's Agreement. Vendor's QVA.

1813 ~~6.6.3~~ ~~Subcontracts.~~

1814 6.3.5 6.6.3.1 ~~_____~~ ~~The~~A Qualified Vendor ~~shall~~seeking to add a new
1815 service site or relocate an existing service site Shall submit a
1816 request to the Department, and if approved, coordinate the
1817 development or relocation of the site with the Department.

1818 6.4 Subcontracts

1819 6.2.56.4.1 The Qualified Vendor Shall not enter into any subcontract forSubcontract
1820 that includes the provision of direct services under this Agreement to



1821 Members without advance notice ~~to, and approval by~~ the Division-
1822 Department.

1823 ~~6.6.3.2~~ Prior to adding a subcontractor to the Agreement, the Qualified Vendor shall
1824 ~~6.2.66.4.2~~ submit a formal, written statementSubcontractor to the Contracts Manager.
1825 The statement shall: QVA, the Qualified Vendor Shall submit a copy of the
1826 Subcontract template to the contracts administrator or designee. The
1827 Statement shall:

1828 ~~6.2.6.16.4.2.1~~ ~~6.6.3.2.1~~ Be on the Qualified Vendor's company
1829 letterhead;

1830 ~~6.2.6.26.4.2.2~~ ~~6.6.3.2.2~~ Be signed by an authorized
1831 signatory of the Qualified Vendor; and

1832 ~~6.2.6.36.4.2.3~~ ~~6.6.3.2.3~~ Contain the following information:

1833 ~~6.2.6.3.16.4.2.3.1~~ The ~~subcontractor's~~Subcontractor's name, address, phone number,
1834 e-mail address, and primary point of contact;

1835 ~~6.2.6.3.26.4.2.3.2~~ The certifications required of the ~~subcontractor~~Subcontractor (if
1836 any);

1837 ~~6.2.6.3.36.4.2.3.3~~ The ~~type of~~ services to be provided by the
1838 ~~subcontractor~~Subcontractor;

1839 a. The amount of time or effort (as a percent of the total AgreementQVA
1840 performance) that the ~~subcontractor~~Subcontractor will perform in
1841 relation to total performance of the

1842 ~~6.2.6.3.46.4.2.3.4~~ Agreement's QVA's requirements; and

1843 ~~6.2.6.3.56.4.2.3.5~~ A description of the quality assurance measures that the Qualified
1844 Vendor ~~shall~~Shall use to monitor and track the
1845 ~~subcontractor's~~Subcontractor's performance.

1846 ~~6.2.76.4.3~~ ~~6.6.3.3~~ The State reserves the right to request additional information
1847 deemed necessary about any proposed ~~subcontractor~~Subcontractor, and
1848 the right to require the Qualified Vendor to delay performance of the
1849 ~~subcontract~~Subcontract until the State determines that the subcontracting
1850 relationship is consistent with the requirements of this AgreementQVA.

1851 ~~6.6.3.4~~ The ~~subcontract shall~~Subcontract Shall incorporate by reference the
1852 entirety of this AgreementQVA and the AHCCCS Minimum Subcontract
1853 Provisions; ~~for information regarding these provisions, see~~
1854 www.azahcccs.gov/commercial/default.aspx.

1855 6.4.4 ~~6.6.3.5~~ The Minimum Subcontract Provisions are located on
1856 AHCCCS's website.

1857 ~~6.2.86.4.5~~ The Qualified Vendor ~~shall~~Shall have available, and provide on request,
1858 copies of each ~~subcontract~~Subcontract with a subcontractor relating to the



1859 provision of ~~Agreement services~~Community Developmental Disability
1860 Services to the ~~Division~~Department within five (5) ~~business days~~Business
1861 Days of the request.

1862 ~~6.2.96.4.6~~ 6.6.3.6 — The Qualified Vendor ~~shall~~Shall be ~~legally~~ responsible for
1863 ~~Agreement~~the QVA performance whether or not
1864 ~~subcontractors~~Subcontractors are used.

1865 ~~6.2.106.4.7~~ 6.6.3.7 — No ~~subcontract may operate~~Subcontract May act to terminate
1866 or limit the legal responsibility of the Qualified Vendor to ~~assure~~ensure that
1867 all activities carried out by any ~~subcontractor~~Subcontractor conform to the
1868 provisions of this ~~Agreement.~~QVA.

1869 ~~6.36.5~~ 6.6.4 Assignment and Delegation.

1870 ~~6.3.16.5.1~~ This ~~Agreement~~QVA, and the rights and obligations hereunder, ~~may~~May
1871 not be assigned or delegated by the Qualified Vendor without prior written
1872 consent of the ~~Division.~~ The Division shallDepartment. The Department will
1873 evaluate the proposed re-assignment and delegation against the
1874 requirements outlined at Part 5, Section 1.27. The Department Shall not
1875 unreasonably withhold approval.

1876 **7** 6.7 Risk and Liability

1877 7.1 6.7.1 General Indemnification.

1878 7.1.1 The Qualified Vendor ~~shall,~~ which for purposes of indemnification includes
1879 the Qualified Vendor’s owners, officers, directors, agents, employees, and
1880 Subcontractors, Shall indemnify, defend, save and hold harmless the
1881 State of Arizona, its ~~departments~~Departments, agencies, boards,
1882 commissions, universities and its officers, officials, agents, and employees
1883 (hereinafter referred to as “Indemnitee”)) from and against any and all
1884 claims, actions, liabilities, damages, losses, or expenses (including court
1885 costs, attorneys’ fees, and costs of claim processing, investigation and
1886 litigation) (hereinafter referred to as “Claims”)) for bodily injury or personal
1887 injury (including death), or loss or damage to tangible or intangible
1888 property caused, or alleged to be caused, in whole or in part, by the
1889 negligent or willful acts or omissions of the Qualified Vendor ~~or any of its~~
1890 ~~owners, officers, directors, agents, employees or subcontractors.~~ This
1891 indemnity includes any claim or amount arising out of or recovered under
1892 the Workers’ Compensation Law or arising out of the failure of ~~such~~the
1893 Qualified Vendor to conform to any federal, ~~state~~State, or local law,
1894 statute, ordinance, rule, regulation, or court decree. It is the specific
1895 intention of the parties that the Indemnitee shall, in all instances, except
1896 for Claims arising solely from the negligent or willful acts or omissions of
1897 the Indemnitee, be indemnified by Qualified Vendor from and against any
1898 and all claims. It is agreed that Qualified Vendor will be responsible for
1899 primary loss investigation, defense, and judgment costs where this
1900 indemnification is applicable. In consideration of the award of this
1901 ~~Agreement~~QVA, the Qualified Vendor agrees to waive all rights of



1902 subrogation against the State of Arizona, its officers, officials, agents, and
1903 employees for losses arising from the work performed by the Qualified
1904 Vendor for the State of Arizona.

1905 7.1.2 ~~6.7.1.1~~ 6.7.1.1 This indemnity ~~shall~~Shall not apply if the Qualified Vendor or
1906 subcontractor(s) is/are an agency, board, commission, or university of the
1907 State of Arizona.

1908 7.2 ~~6.7.2~~ 6.7.2 Indemnification - Patent and Copyright.

1909 7.2.1 ~~To the extent permitted by A.R.S. §§ 41-621 and 35-154, the~~The Qualified
1910 Vendor ~~shall~~Shall indemnify and hold harmless the State against any
1911 liability, including costs and expenses, for infringement of any patent,
1912 trademark or copyright arising out of AgreementQVA performance or use
1913 by the State of materials furnished or work performed under this
1914 AgreementQVA. The State will notify the Qualified Vendor of any claim, for
1915 which the Department becomes aware, for which it ~~may~~May be liable
1916 under this section.

1917 7.3 ~~6.7.3~~ 6.7.3 Force Majeure.

1918 7.3.1 ~~6.7.3.1~~ 6.7.3.1 Except for payment of sums due for services rendered in
1919 accordance with the terms of the AgreementQVA, neither party ~~shall~~Shall
1920 be liable to the other nor deemed in default under this AgreementQVA if
1921 and to the extent that such party's performance of this AgreementQVA is
1922 prevented by reason of force majeure. The term "force majeure" means an
1923 occurrence that is beyond the control of the party affected and occurs
1924 without its fault or negligence. Without limiting the foregoing, force
1925 majeure includes acts of God, Pandemics, acts of the public enemy, war,
1926 riots, strikes, mobilization, labor disputes, Pandemics, civil disorders, ~~fire,~~
1927 ~~flood,~~ lockouts, injunctions-intervention-acts, failures, or refusals to act by
1928 government authority and other similar occurrences beyond the control of
1929 the party declaring force majeure which such party is unable to prevent by
1930 exercising reasonable diligence.

1931 7.3.2 ~~6.7.3.2~~ 6.7.3.2 Force majeure ~~shall~~Shall not include the following occurrences:

1932 7.3.2.1 ~~6.7.3.2.1~~ 6.7.3.2.1 ~~Late delivery of equipment or materials caused by congestion at~~
1933 ~~a manufacturer's plant in~~ ability to access resources or ~~elsewhere, or an~~
1934 ~~oversold condition of~~ supplies necessary to support the market, services
1935 ~~described in the service specifications;~~

1936 7.3.2.2 ~~6.7.3.2.2~~ 6.7.3.2.2 ~~Late performance by a subcontractor~~Subcontractor unless the
1937 delay arises out of a force majeure occurrence in accordance with this
1938 force majeure term and condition; or

1939 7.3.2.3 ~~6.7.3.2.3~~ 6.7.3.2.3 ~~Inability of either the Qualified Vendor or any~~
1940 ~~subcontractor~~Subcontractor to acquire or maintain any required insurance,
1941 bonds, licenses or permits.

1942 7.3.3 ~~6.7.3.3~~ — If either party is delayed at any time in the progress of the
1943 work by force majeure, the delayed party ~~shall~~Shall notify the other party in
1944 writing of such delay, as soon as is practicable and no later than the
1945 following ~~business day~~Business Day, of the commencement thereof and
1946 ~~shall~~Shall specify the causes of such delay in such notice. Such notice
1947 ~~shall~~Shall be delivered or mailed certified-return receipt and ~~shall~~Shall
1948 make a specific reference to this section, thereby invoking its provisions.
1949 The delayed party ~~shall~~Shall cause such delay to cease as soon as
1950 practicable and ~~shall~~Shall notify the other party in writing when it has done
1951 so. The time of completion ~~shall~~Shall be extended by ~~Agreement~~
1952 amendment for a period of time equal to the time that results or effects of
1953 such delay prevent the delayed party from performing in accordance with
1954 this QVA.

1955 ~~of such delay prevent the delayed party from performing in accordance with this Agreement.~~

1956 7.3.4 ~~6.7.3.4~~ — Any delay or failure in performance by either party hereto
1957 ~~shall~~Shall not constitute default hereunder or give rise to any claim for
1958 damages or loss of anticipated profits if, and to the extent that such delay
1959 or failure is caused by force majeure.

1960 7.4 ~~6.7.4~~ Third Party Antitrust Violations.

1961 7.4.1 The Qualified Vendor assigns to the State any claim for overcharges
1962 resulting from antitrust violations to the extent that those violations
1963 concern materials or services supplied by third parties to the Qualified
1964 Vendor, toward fulfillment of this ~~Agreement.~~ QVA.

1965 7.5 ~~6.7.5~~ Predecessor and Successor Agreements. ~~QVAs.~~

1966 7.5.1 The execution or termination of this ~~Agreement~~QVA, in whole or in part
1967 ~~shall~~Shall not be considered a waiver by the Department of any rights it
1968 ~~may~~May have for damages suffered through a breach of this
1969 ~~Agreement~~QVA or a prior ~~Agreement~~QVA with the Qualified Vendor.

1970 7.6 ~~6.7.6~~ Insurance.

1971 ~~6.7.6.1~~ Insurance Requirements

1972 7.6.1 ~~6.7.6.1.1~~ — Qualified Vendor and ~~subcontractors~~ Subcontractors
1973 Shall procure and maintain until all ~~of~~ their obligations have been
1974 discharged, including any warranty periods under this ~~Agreement~~QVA, are
1975 satisfied, insurance against claims for injury to ~~persons~~Persons or damage
1976 to property which ~~may~~May arise from or in connection with the
1977 performance of the work hereunder by the Qualified Vendor, his agents,
1978 representatives, employees, or ~~subcontractors.~~ Subcontractors.

1979 7.6.2 ~~6.7.6.1.2~~ — Compliant insurance coverage Must be in place and
1980 supporting documentation Must be received by the Department within 10
1981 Business Days of Application Approval Date

1982 7.6.27.6.3 The insurance requirements herein are minimum requirements for this
 1983 AgreementQVA and in no way limit the indemnity covenants contained in
 1984 this AgreementQVA. The State ~~of Arizona~~ in no way warrants that the
 1985 minimum limits contained herein are sufficient to protect the Qualified
 1986 Vendor from liabilities that might arise out of the performance of the work
 1987 under this AgreementQVA by the Qualified Vendor, its agents,
 1988 representatives, employees or ~~subcontractors~~ Subcontractors, and Qualified
 1989 Vendor is free to purchase additional insurance.

1990 7.6.2.17.6.3.1 ~~6.7.6.1.3~~ Minimum Scope and Limits of Insurance: Qualified
 1991 Vendor ~~shall provide~~ Shall maintain coverage with limits of liability not less
 1992 than those ~~stated~~ Stated below:

1993 7.6.2.1.17.6.3.1.1 ~~6.7.6.1.3.1~~ Commercial General Liability – Occurrence Form
 1994 Policy ~~shall~~ Shall include bodily injury, property damage, personal and
 1995 advertising injury, and broad form contractual liability coverage.

1996 a. For Qualified Vendors of ~~Occupational, Physical~~ occupational,
 1997 physical or ~~Speech Therapy~~ speech therapy services:

<u>Coverage</u>	<u>Minimum Limits</u>
• General Aggregate	\$2,000,000
• Personal and Advertising Injury	\$1,000,000

2001 ~~Blanket Contractual Liability – Written and Oral~~ \$

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

- 2002 • ~~1,000,000~~
- 2003 • ~~Fire Legal Liability (Damage to Rented Premises) \$ 50,000~~
- 2004 • ~~Each Occurrence~~ \$1,000,000

2005 . The policy ~~shall~~ Shall be endorsed to include the following additional
 2006 insured language: *“The State of Arizona and the Department of*
 2007 *Economic Security shall* Shall *be named as additional insureds with*
 2008 *respect to liability arising out of the activities performed by or on behalf*
 2009 *of the Qualified Vendor”.* Such additional insured ~~shall~~ Shall be covered

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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 Agreement.QVA.

2. The policy ~~shall~~Shall contain a waiver of subrogation endorsement in favor of the State of Arizona, its ~~departments~~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.

~~1.-~~3. Commercial General Liability ~~may~~May be satisfied if the Commercial General

Liability policy is combined with the Professional Liability policy (item 6.7.6.2.3.1.4 below), provided that the Commercial General Liability coverage is written on an occurrence basis, and certified with the required coverage, limits and endorsements required for Section 6.7.6.2.3.1. If written with the Professional Liability policy, the Commercial General Liability section Shall have separate limits from the Professional Liability.

~~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
• Blanket Contractual Liability – Written and Oral	\$1,000,000
• Fire Legal Liability (Damage to Rented Premises)	\$ 50,000
• Each Occurrence	\$1,000,000

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

2036 1. The policy ~~shall~~Shall include coverage for Sexual Abuse and
2037 Molestation. This coverage ~~may~~May be sub-limited to no less than
2038 \$500,000. The limits ~~may~~May be included within the General Liability
2039 limit or provided by separate endorsement with its own limits or provided
2040 as separate coverage included with the Professional Liability.

2041 2. The Qualified Vendor ~~must~~Must provide the following
2042 ~~statement~~Statement on their certificate(s) of insurance: *Sexual*
2043 *Abuse/Molestation Coverage* ~~is~~is not included, or Sexual Abuse is not
2044 excluded.

2045 3. The policy ~~shall~~Shall be endorsed to include the following additional
2046 insured language: *“The State of Arizona and the Department of*
2047 *Economic Security* ~~shall~~Shall *be named as additional insureds with*
2048 *respect to liability arising out of the activities performed by or on behalf*
2049 *of the Qualified Vendor”*. Such additional insured ~~shall~~Shall be covered
2050 to the full limits of liability purchased by the Qualified Vendor, even if
2051 those limits of liability are in excess of those required by this
2052 ~~Agreement~~QVA.

2053 4. The policy ~~shall~~Shall contain a waiver of subrogation endorsement ~~if~~in
2054 favor the State of Arizona, its ~~departments~~Departments, agencies,
2055 boards, commissions, universities and its officers, officials, agents, and
2056 employees for losses arising from work performed by or on behalf of the
2057 Qualified Vendor.

2058 7.6.3.1.2. ~~6.7.6.1.3.2~~ Business Automobile Liability

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

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

2064 1. The policy ~~shall~~Shall be endorsed to include the following additional
2065 insured language: *“The State of Arizona and the Department of*
2066 *Economic Security* ~~shall~~Shall *be named as additional insureds with*
2067 *respect to liability arising out of the activities performed by or on behalf*
2068 *of the Qualified Vendor, involving automobiles owned, leased, hired, or*
2069 *borrowed by the Qualified Vendor”*. Such additional insured ~~shall~~Shall
2070 be covered to the full limits of liability purchased by the contractor, even
2071 if those limits of liability are in excess of those required by this
2072 ~~Agreement~~QVA.

2073 2. The policy ~~shall~~Shall contain a waiver of subrogation endorsement in
2074 favor of the State of Arizona, its ~~departments~~Departments, agencies,
2075 boards, commissions, universities and its officers, officials, agents, and
2076 employees for losses arising from work performed by or on behalf of the
2077 Qualified Vendor.



2078 ~~Policy shall~~3. The policy Shall contain a severability of interests provision.
 2079 4. This section, Business Automobile Liability, ~~shall~~Shall not be
 2080 applicable in the event the Qualified Vendor (or its Subcontractors) does
 2081 not ~~utilize~~use a vehicle in any manner in the performance of the
 2082 ~~AgreementQVA~~ or if the ~~utilization~~use is only for commuting purposes.
 2083 The term “commuting purposes” means a vehicle is used to travel from
 2084 the Qualified Vendor’s home to its principal place of business or to one
 2085 designated location. ~~The Qualified Vendor electing to utilize their vehicle~~
 2086 ~~solely for commuting purposes shall submit a request to the Division for a~~
 2087 ~~Business Automobile Liability Waiver.~~ In the event the Qualified Vendor (or
 2088 its Subcontractors) subsequently ~~utilizes~~uses the vehicle in the
 2089 performance of the ~~AgreementQVA~~, or it ~~utilizes~~uses it for other than
 2090 commuting purposes under the ~~AgreementQVA~~, this ~~paragraph~~section,
 2091 Business Automobile Liability, ~~shall~~Shall be fully applicable, effective the
 2092 date the ~~utilization~~usage changed.

2093 7.6.3.1.3 ~~6.7.6.1.3.3~~ Worker’s Compensation and Employers’ Liability

2094 a. Worker’s Compensation Statutory

2095 b. Employer’s Liability

2096 ~~_____~~ Coverage

Minimum Limits

_____ Each Accident _____	\$
_____ \$500,000	

_____ Disease – Each Employee _____	\$
_____ \$500,000	

_____ Disease – Policy Limit _____	\$1,000,000
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2104 i. ~~_____~~ ~~Policy shall~~ This policy Shall contain a waiver of subrogation
 2105 endorsement in favor of the State of Arizona, its ~~departments~~Departments,
 2106 agencies, boards, commissions, universities and its officers, officials,
 2107 agents, and employees for losses arising from work performed by or on
 2108 behalf of the Qualified Vendor.

2109 ii. ~~_____~~ This requirement ~~shall~~Shall not apply to the Qualified Vendor or
 2110 ~~subcontractor~~Subcontractor exempt from the provisions of A.R.S. §-23-901.
 2111 ~~To~~ or to Qualified Vendors who solely Subcontract to claim this exemption;
 2112 ~~the.~~ The Qualified Vendor or ~~subcontractor shall~~Subcontractor Shall submit
 2113 a request to the ~~Division for the appropriate waiver (Sole Proprietor Waiver or~~
 2114 ~~Department using the~~ Independent Contractor Agreement) ~~form.~~ Insurance
 2115 Waiver located on Arizona’s Department of Administration website
 2116 (https://doa.az.gov/risk-management-risk).

2117 7.6.3.1.4 ~~6.7.6.1.3.4~~ Professional Liability (Errors and Omissions Liability)

2118 ~~_____~~ Basis Coverage Minimum Limits

2119 Each Claim- \$1,000,000
2120 Annual Aggregate- \$2,000,000
2121 a. ~~In the event that~~ a. If the professional liability insurance required by this
2122 Agreement QVA is written on a claims-made basis, the Qualified Vendor ~~warrants~~
2123 ~~that makes the following warranties: First,~~ any retroactive date under the
2124 policy ~~shall~~ Shall precede the ~~effective date~~ Effective Date of this Agreement;
2125 ~~and that~~ QVA. Second, either continuous coverage will be maintained, or
2126 an extended discovery period will be exercised for a period of two (2)
2127 years beginning at the time work under this Agreement QVA is completed.
2128 b. The policy ~~shall~~ Shall cover professional misconduct or wrongful acts for
2129 those positions defined ~~in~~ by Risk Management ([https://doa.az.gov/risk-](https://doa.az.gov/risk-management-risk)
2130 management-risk). Professional liability insurance is needed if the
2131 ~~Scope~~ professional is licensed, registered, or certified and expected to
2132 follow the usual and customary standards of Work of this Agreement. their
2133 profession..
2134 6.7.6.1.4 — For assistance, a Qualified Vendor ~~may~~ May contact the Department of
2135 Insurance Market Assist hotline at 602-364-3100. The Qualified Vendor
2136 ~~may~~ May obtain assistance with sources for Business Automobile Liability
2137 to comply with this
2138 7.6.3.2 Agreement QVA and ~~should~~ Shall specify the limit required as well as the
2139 Qualified Vendor's status with the ~~Division~~ Department.
2140 7.6.3.3 6.7.6.1.5 — Additional Insurance Requirements
2141 7.6.3.3.3 6.7.6.1.5.1 — The policies ~~shall~~ Shall include, or be endorsed to include, the
2142 following provisions: *The State of Arizona and the Department of*
2143 *Economic Security wherever additional insured status is required such*
2144 *additional insured shall* Shall *be covered to the full limits of liability*
2145 *purchased by the Qualified Vendor, even if those limits of liability are in*
2146 *excess of those required by this Agreement* QVA *as provided by A.R.S. §*
2147 *41-621 (E).*
2148 7.6.3.3.4 6.7.6.1.5.2 — The Qualified Vendor's insurance coverage ~~shall~~ Shall be
2149 primary insurance with respect to all other available sources.
2150 7.6.3.3.5 6.7.6.1.5.3 — Coverage provided by the Qualified Vendor ~~shall~~ Shall not be
2151 limited to the liability assumed under the indemnification provisions of this
2152 Agreement. QVA.
2153 7.6.3.4 6.7.6.1.6 — Notice of Cancellation: ~~Each insurance policy required by~~
2154 ~~the insurance provisions of this Agreement shall provide the required coverage~~
2155 ~~and shall~~ QVA Shall not be suspended, voided, canceled, or reduced in
2156 coverage or in limits except after thirty (30) ~~days~~ Days prior written notice
2157 has been given to the State of Arizona. Such notice ~~shall~~ Shall be sent
2158 directly to ~~Contract Management Unit, Business Operations, Site Code 791A,~~



2159 ~~Division of Developmental Disabilities, Arizona Department of Economic~~
2160 ~~Security, P.O. Box 6123, Phoenix, AZ, 85005-6123, and shall be sent by certified~~
2161 ~~mail, return receipt requested.~~

2162 ~~6.7.6.1.7~~ Arizona Department of Economic Security
2163 Division of Developmental Disabilities,
2164 Attn: Contract Management Unit,
2165 Business Operations,
2166 P.O. Box 6123, Site Code 2HC3
2167 Phoenix, AZ, 85005-6123,

2168 The information shall be sent by certified mail, return receipt requested.

2169 7.6.3.5. Acceptability of Insurers: ~~Insurance shall~~ Contractor's insurance shall be
2170 placed with ~~duly~~ companies licensed in the State of Arizona or hold
2171 approved non-admitted status on the Arizona Department of Insurance
2172 List of Qualified Unauthorized Insurers. Insurers ~~shall~~ shall have an "A.M.
2173 Best" rating of not less than A- ~~VII~~ or dually authorized to transact insurance
2174 ~~in the State of Arizona~~. The State of Arizona in no way warrants that the
2175 above-required minimum insurer rating is sufficient to protect the ~~Qualified~~
2176 ~~Vendor~~ Contractor from potential insurer insolvency.

2177 If the ~~social services program~~ Qualified Vendor or Subcontractor utilizes the
2178 Social Service Contractors Indemnity Pool (~~“(SSCIP)”~~) or other approved
2179 insurance pool for insurance coverage, SSCIP or the other approved
2180 insurance pool is exempt from the A.M. Best's rating requirements listed in
2181 this ~~Agreement~~ QVA. If the Qualified Vendor or ~~subcontractor~~ Subcontractor
2182 chooses to use SSCIP or another approved insurance pool as its
2183 insurance provider, the contract/subcontract would be considered in full
2184 compliance with insurance requirements relating to the "A.M. Best" rating
2185 requirements.



2186 7.6.3.8 ~~6.7.6.1.8~~ Verification of Coverage

2187 7.6.3.8.1 ~~6.7.6.1.8.1~~ The Qualified Vendor ~~shall~~Shall furnish the State of Arizona with

2188 certificates of insurance (ACORD form or equivalent approved by the

2189 State of Arizona) as required by this ~~Agreement~~QVA. The certificates for

2190 each insurance policy are to be signed by a ~~person~~Person authorized by

2191 that insurer on its behalf.

2192 7.6.3.8.2 ~~6.7.6.1.8.2~~ All certificates and endorsements are to be received and

2193 approved by the State of Arizona ~~prior to the contract~~ Effective Date and

2194 before work commences. Each insurance policy required by this

2195 ~~Agreement must~~QVA Must be in effect at or prior to commencement of

2196 ~~Agreement services~~Community Developmental Disability Services under

2197 this ~~Agreement~~QVA and remain in effect for the duration of the

2198 ~~Agreement~~QVA. Failure to maintain the insurance policies as required by

2199 this ~~Agreement~~QVA, or to provide evidence of renewal, is a material breach

2200 of the ~~Agreement.~~ QVA.

2201 7.6.3.8.3 ~~6.7.6.1.8.3~~ All certificates required by this ~~Agreement shall~~QVA Shall be sent

2202 directly to:

2203 Arizona Department of Economic Security

2204 Division of Developmental Disabilities

2205 Attn: Contracts Administration Unit, QVA Section

2206 P.O. Box 6123, Mail Drop 2HC3

2207 Phoenix, Arizona 85005-6123

2208 ~~The State of Arizona Project/Agreement number (the~~ The Qualified Vendor

2209 ~~Application and Agreement~~Vendor's QVA Award Number) and ~~Project Description~~

2210 ~~("(RFQVA DDD 710000") shall~~ 72022) Shall be noted on the certificate of insurance. The

2211 State of

2212 Arizona reserves the right to require complete, copies of all insurance

2213 policies required by this ~~Agreement~~QVA at any time. ~~DO NOT SEND~~

2214 ~~CERTIFICATES OF INSURANCE TO THE STATE OF ARIZONA'S RISK~~

2215 ~~MANAGEMENT SECTION OR TO THE~~ Do not send certificates of insurance

2216 ~~to the State of Arizona's State Risk Management Office or to the~~ DES

2217 ~~OFFICE OF PROCUREMENT.~~ Office of Procurement.

2218 ~~6.7.6.1.9~~ Subcontractors: ~~Qualified Vendors'~~ Contractor's certificate(s) shall ~~submit a~~

2219 ~~listing of all subcontractors performing member direct services and~~ include all

2220 subcontractors as ~~insured~~insureds under its policies or ~~Qualified~~

2221 ~~Vendors~~ Contractor shall ~~furnish/submit to be~~ responsible for ensuring and/or

2222 verifying that all subcontractors have valid and collectable insurance as

2223 evidenced by the ~~State of Arizona separate~~ certificates of insurance and

2224 endorsements for each subcontractor

2225 7.6.3.9 ~~associated with the Agreement award.~~ All insurance coverage~~coverages~~ for
2226 subcontractors shall be subject to the minimum ~~requirements~~Insurance
2227 Requirements identified above. The Department reserves the right to
2228 require, at any time throughout the life of the Contract, proof from the
2229 Contractor that its subcontractors have the required coverage.

2230 7.6.3.9.1 ~~6.7.6.1.9.1~~ — Qualified Vendors that utilize ~~subcontractors~~ Subcontractors
2231 to provide Developmental Home ~~services~~Services will be exempt from
2232 providing separate certificates and endorsements if the Qualified Vendor
2233 enters into ~~a separate Agreement between the Qualified Vendor, the~~
2234 Developmental Home ~~subcontractor and the Division.~~Subcontract. See Part
2235 7D. Such ~~Agreement shall~~agreement Shall provide for the Developmental
2236 Home ~~subcontractor~~Subcontractor to be covered under the Provider
2237 Indemnity Program ~~(“PIP”). A sample format for the~~
2238 ~~Agreement may be found on the Division’s website at <https://www.azdes.gov/ddd/>.~~

2239 7.6.3.10 ~~6.7.6.1.10~~ — Approval: Any modification or variation from the insurance
2240 requirements in this ~~Agreement shall~~QVA Shall be made by the contracting
2241 agency in consultation with the ~~Department of Administration, State~~ Risk
2242 Management ~~Division~~Office. Such action will not require a formal
2243 ~~Agreement amendment, but may be made by administrative action.~~ Department
2244 Amendment.

2245 7.6.3.11 ~~6.7.6.1.11~~ — Exceptions: ~~In the event~~
2246 if the Qualified Vendor or subcontractor(s) is/are a public
2247 7.6.3.11.1 entity, then ~~the Insurance Requirements shall~~this QVA’s insurance
2248 requirements Shall not apply.

2249 ~~7.6.3.10.17.6.3.11.2~~ Such public entity ~~shall~~Shall provide a Certificate of Self-Insurance.
2250 If the Qualified Vendor or subcontractor(s) is/are a State of Arizona
2251 agency, board, commission, or university, ~~none of the above shall apply. this~~
2252 QVA’s insurance requirements Shall not apply. If the Qualified Vendor
2253 obtains a Subcontract with a Developmental Home Provider, as defined in
2254 Part 3, Section 1.23 the QVA’s insurance requirements Shall not apply to
2255 the Developmental Home Provider.

2256 7.6.4 In the event that the Qualified Vendor determines that it ~~may~~May not be
2257 able to comply fully with the insurance requirements set forth above in
2258 ~~Section 6.7.6~~ et seq. above, the Qualified Vendor ~~may~~May request that the
2259 insurance requirements be modified pursuant to Part 3, Section
2260 ~~6.7.6.43.10~~ provided that such request be delivered in writing to the
2261 Department as early as possible but in no event ~~not~~ less than ten (10)
2262 ~~days~~Days prior to AgreementQVA execution. The Qualified Vendor
2263 ~~shall~~Shall include with such request Qualified Vendor’s justification for the
2264 modification with supporting documentation.

2265 7.6.5 As provided in Part 3, Section 6.7.6.43.10, the Department of
2266 Administration, Risk Management ~~Section, shall,~~ Shall decide whether such

2267 modification ~~may~~May be permitted. If the Department of Administration,
2268 Risk Management, decides to grant permission, the Department of
2269 Economic Security's Chief Procurement Officer ~~shall~~Shall then decide
2270 whether to approve the modification.

2271 7.6.6 Modifications that are approved are done so on a case-by-case basis and
2272 ~~shall~~Shall not affect the insurance requirements for other Qualified
2273 Vendors for whom the modifications have not been approved. If a
2274 Qualified Vendor's request has not been approved or the Qualified Vendor
2275 fails to deliver its request prior the applicable deadline, then the Qualified
2276 Vendor ~~shall~~Shall be required to comply fully with the insurance
2277 requirements set forth in ~~Section 6. Part 3:~~ 7.6 et seq. above.

2278 ~~6.8~~ Warranties

2279 ~~6.8.1~~ Year 2000.

2280 ~~6.8.1.1~~ Notwithstanding any other warranty or disclaimer of warranty in this Agreement,
2281 the Qualified Vendor warrants that all products delivered and all services
2282 rendered under this Agreement shall comply in all respects to performance and
2283 delivery requirements of the specifications and shall not be adversely affected by
2284 any date-related data Year 2000 issues. This warranty shall survive the
2285 expiration or termination of this Agreement. In addition, the defense of *force*
2286 *majeure* shall not apply to the Qualified Vendor's failure to perform specification
2287 requirements as a result of any date-related data Year 2000 issues.

2288 ~~6.8.1.2~~ Additionally, notwithstanding any other warranty or disclaimer of warranty in this
2289 Agreement, the Qualified Vendor warrants that each hardware, software, and
2290 firmware product delivered under this Agreement shall be able to accurately
2291 process date/time data (including but not limited to calculation, comparing, and
2292 sequencing) from, into, and between the twentieth and twenty first centuries, and
2293 the years 1999 and 2000 and leap year calculations, to the extent that other
2294 information technology utilized by the State in combination with the information
2295 technology being acquired under this Agreement properly exchanges date-time
2296 data with it. If this Agreement requires that the information technology products
2297 being acquired perform as a system, or that the information technology products
2298 being acquired perform as a system in combination with other State information
2299 technology, then this warranty shall apply to the acquired products as a system.
2300 The remedies available to the State for breach of this warranty shall include, but
2301 shall not be limited to, repair and replacement of the information technology
2302 products delivered under this Agreement. In addition, the defense of *force*
2303 *majeure* shall not apply to the failure of the Qualified Vendor to perform any
2304 specification requirements as a result of any date-related data Year 2000 issues.

2305 ~~6.8.1.3~~ The Qualified Vendor warrants that all services provided under this Agreement
2306 shall conform to the requirements stated herein and any amendments hereto.

2307 ~~The Department's acceptance of services provided by the Qualified Vendor shall~~
2308 ~~not relieve the Qualified Vendor from its obligations under this warranty. In~~
2309 ~~addition to its other remedies, the Department Procurement Officer may, at the~~
2310 ~~Qualified Vendor's expense, require prompt correction of any services failing to~~
2311 ~~meet the~~

2312 ~~Qualified Vendor's warranty herein. Services corrected by the Qualified Vendor shall be subject~~
2313 ~~to all of the provisions of this Agreement in the manner and to the same extent as the services~~
2314 ~~originally furnished.~~

2315 7.7 ~~6.8.2—Sanctions Against the Department as a Result of Qualified Vendor~~
2316 ~~Action or Inaction.~~

2317 7.7.1 ~~Sanctions imposed against the Department by AHCCCS for~~
2318 ~~noncompliance with requirements for Encounter data reporting, referenced~~
2319 ~~in this Part, Section 3.14 of the QVA, that would not have been imposed~~
2320 ~~but for the action or inaction of one or more Qualified Vendors, will be~~
2321 ~~assessed against the Qualified Vendor based on the percentage of the~~
2322 ~~Qualified Vendor's contribution to the sanction imposed against the~~
2323 ~~Department.~~

2324 7.7.2 ~~Any other sanctions imposed against the Department by AHCCCS in~~
2325 ~~accordance with applicable AHCCCS rules, policies, and procedures that~~
2326 ~~would not have been imposed but for the action or inaction of one or~~
2327 ~~more Qualified Vendors will be assessed against the Qualified Vendor~~
2328 ~~based on the percentage of the Qualified Vendor's contribution to the~~
2329 ~~sanction imposed against the Department.~~

2330 7.7.3 ~~Sanctions imposed against the Department by AHCCCS for failure of one~~
2331 ~~or more Qualified Vendors or any Subcontractor to submit requested~~
2332 ~~disclosure Statements will be assessed against the Qualified Vendor~~
2333 ~~based on the percentage of the Qualified Vendor's contribution to the~~
2334 ~~sanction imposed against the Department.~~

2335 **8** ~~Individual Warranties~~

2336 8.1 ~~Compliance with Applicable Laws.~~

2337 8.1.1 ~~6.8.2.1—The materials and services supplied under this Agreement~~
2338 ~~shallQVA Shall comply with all applicable Federal, State, and local laws,~~
2339 ~~and the Qualified Vendor shallShall maintain all applicable licenses,~~
2340 ~~certifications, credentials, and permit requirements.~~

2341 8.1.2 ~~6.8.2.2—Qualified Vendors that deliver services in licensed settings~~
2342 ~~Must maintain licensure in order to deliver services at a site.~~

2343 In accordance with A.R.S. §-36-557-~~(Purchase of community developmental~~

2344 ~~8.1.28.1.3~~ ~~disabilities services; application; Agreements; limitation), as applicable, all~~
2345 ~~members, all Members who receive Agreement services shallCommunity~~
2346 ~~Developmental Disability Services Shall~~ have all of the same specified

2347 rights as they would have if enrolled in a service program operated directly
2348 by the State.

2349 8.1.38.1.4 ~~6.8.2.3~~ — The Qualified Vendor ~~shall~~Shall comply with the
2350 requirements related to reporting to a peace officer or child protective
2351 services incidents of crimes against children as specified in A.R.S. §13-
2352 3620 ~~(as may be amended)~~.

2353 8.1.48.1.5 ~~6.8.2.4~~ — The Qualified Vendor ~~shall~~Shall comply with the
2354 requirements in A.R.S. §46-454 related to reporting to a peace officer or to
2355 a protective services worker any reason to believe that abuse, neglect, or
2356 exploitation of a vulnerable adult has occurred.

2357 8.1.58.1.6 ~~6.8.2.5~~ — The Qualified Vendor ~~shall~~Shall comply with P.L. 101-121,
2358 Section 319 (21 U.S.C. Section 1352) (as ~~may~~May be amended) and 29
2359 C.F.R. Part 93 (as ~~may~~May be amended) which prohibit the use of Federal
2360 funds for lobbying and which ~~state~~provides, in part: ~~Except that except~~ with
2361 the express authorization of Congress, the Qualified Vendor, its
2362 employees or agents, ~~shall~~Shall not utilize any Federal funds under the
2363 terms of this ~~Agreement~~QVA to solicit or influence, or to attempt to solicit or
2364 influence, directly or indirectly, any ~~member~~Member of Congress regarding
2365 pending or prospective legislation. Indian tribes, tribal organizations and
2366 any other Indian organizations are exempt from these lobbying restrictions
2367 with respect to expenditures that are specifically permitted by other
2368 Federal law.

2369 8.1.68.1.7 ~~6.8.2.6~~ — The Qualified Vendor ~~shall~~Shall cooperate with all
2370 ~~Division~~Department investigations, including investigations pursuant to
2371 A.R.S. §36-557(G)(3) that involve danger to the health and safety of a
2372 ~~Division member. This includes notification to~~Member served by the Division,
2373 ~~and investigations~~ of all complaints involving a ~~member~~Member received
2374 ~~by the Department.~~

2375 ~~6.8.2.7~~ — The Qualified Vendor and any ~~subcontractor shall comply with all applicable~~
2376 ~~Federal laws, rules, regulations and policies, including Title XIX of the Social~~
2377 ~~Security Act, the Omnibus Budget Reconciliation Act of 1981 (P.L. 97-35), Title 42 of the C.F.R.,~~
2378 ~~and Title 45 C.F.R., Parts 74 and 96. If the Qualified Vendor receives Title XX funds, the~~
2379 ~~Qualified Vendor shall comply with The Arizona Title XX Social Services Plan and Section 2352,~~
2380 ~~Title XX Block Grants, of the Omnibus Budget Reconciliation Act of 1981.~~

2381 ~~6.8.2.8~~ — ~~The Qualified Vendor and any subcontractor shall~~Subcontractor Shall comply
2382 with all applicable licensure, certification, credentialing, and registration
2383 standards established by the Department, the Division, and AHCCCS.
2384 The Qualified Vendor and any ~~subcontractor shall~~

2385 8.1.78.1.8 Subcontractor Shall comply with all applicable Arizona law and applicable
2386 Department, Division, or AHCCCS administrative rules, policies,
2387 procedures, service standards and guidelines of their
2388 profession/occupation, including, but not limited to:



- 2389 ~~8.1.7.18.1.8.1~~ 6.8.2.8.1 Hiring of ex-offenders;
- 2390 ~~8.1.7.28.1.8.2~~ 6.8.2.8.2 Fingerprinting of Qualified ~~Vendor's~~Vendors and any
- 2391 subcontractor and subcontractor's staff;
- 2392 ~~8.1.7.38.1.8.3~~ 6.8.2.8.3 Completing of Fire Risk Profile requirements;
- 2393 ~~8.1.7.48.1.8.4~~ 6.8.2.8.4 Reporting of unusual incidents involving children
- 2394 and/or adults;
- 2395 ~~8.1.7.58.1.8.5~~ 6.8.2.8.5 Implementing program audit implementation plans;
- 2396 ~~8.1.7.68.1.8.6~~ 6.8.2.8.6 Participating ~~as a member of the~~in ISP planning ~~(e.g.,~~
- 2397 ISP) team;;
- 2398 ~~8.1.7.78.1.8.7~~ 6.8.2.8.7 Complying with all policies, procedures, and
- 2399 instructions regarding ~~planning documents~~Planning Documents (e.g., ISPs);
- 2400 ~~8.1.7.88.1.8.8~~ 6.8.2.8.8 Submitting to the ~~Division's~~Department's Support
- 2401 Coordinators copies of the ~~planning document (e.g.,~~ ISP) strategies and
- 2402 other required documentation;
- 2403 ~~8.1.7.98.1.8.9~~ 6.8.2.8.9 Providing copies of ~~member records~~Member Records,
- 2404 including evaluations and progress reports; and
- 2405 ~~8.1.7.108.1.8.10~~ 6.8.2.8.10 Ensuring that all movement of Members served by
- 2406 the Division ~~members~~, except in emergency need situations, is coordinated
- 2407 through the ~~planning (e.g.,~~ ISP) team. If a ~~member~~Member is receiving Title
- 2408 XIX funded services, no ~~member~~Member movement ~~shall~~Shall take place
- 2409 unless it is part of the ~~member's planning document (e.g.,~~ Member's ISP)~~.~~;
- 2410 ~~8.1.88.1.9~~ 6.8.2.9 The Qualified Vendor and any subcontractor ~~shall~~Shall
- 2411 comply with the Occupational Safety and Health Administration ("OSHA")
- 2412 regulations regarding blood borne pathogens, 29 C.F.R. 1910.1030.
- 2413 ~~6.8.2.10~~ The terms of this ~~Agreement shall~~QVA Shall be subject to the terms of the
- 2414 intergovernmental
- 2415 ~~8.1.98.1.10~~ Agreement between the Department and AHCCCS for the provision of
- 2416 services to ALTCS ~~members~~Members. The Qualified Vendor accepts and
- 2417 agrees to perform the duties and requirements applicable to a provider of
- 2418 services to ALTCS ~~members~~Members, including but not limited to
- 2419 performance of the Provider Participation Agreement between AHCCCS
- 2420 and the Qualified Vendor.
- 2421 ~~6.8.2.11~~ The Qualified Vendor ~~shall~~Shall comply with the requirements of ~~the Health~~
- 2422 ~~Insurance Portability and Accountability Act of 1996 (P. L. 104-191)~~HIPAA and
- 2423 all applicable implementing Federal regulations. The Qualified Vendor
- 2424 ~~shall~~Shall notify the ~~Division~~Department no later than one-hundred twenty
- 2425 (120) ~~days~~Days prior to any required compliance date
- 2426 ~~8.1.108.1.11~~ if the Qualified Vendor is unwilling to or anticipates that it will be unable to
- 2427 comply with any of the requirements of this section. Receipt by the

2428 ~~Division~~Department of a notice of anticipated inability or unwillingness to
2429 comply as required by this section constitutes grounds for the termination
2430 of this ~~Agreement-QVA~~.

2431 ~~6.8.2.12~~The Qualified Vendor ~~shall~~Shall comply with any changes to Federal laws, rules,
2432 regulations,

2433 ~~8.1.118.1.12~~ or policies, to Arizona law or rules, to Department, Division, or AHCCCS
2434 administrative rules, policies, or procedures, or to the intergovernmental
2435 ~~agreement between the Department and AHCCCS~~Agreement between
2436 AHCCCS and the Department. If the Qualified Vendor is unable or
2437 unwilling to comply with any changes, it May submit a request to terminate
2438 the QVA per this Part, Section 10.4.

2439 ~~6.8.2.13~~ — By entering into this ~~Agreement~~QVA, the Qualified Vendor warrants
2440 compliance with

2441 ~~8.1.128.1.13~~ the ~~federal~~Federal Immigration and Nationality Act (~~“INA”~~)(FINA) and all
2442 other ~~state~~State and federal immigration laws and regulations related to
2443 the immigration status of its employees. The Qualified Vendor
2444 ~~shall~~warrants compliance with all Federal immigration laws and regulations
2445 relating to employees and warrants its compliance with A.R.S. §23- 214,
2446 subsection A. The Qualified Vendor Shall obtain ~~statements~~Statements
2447 from its ~~subcontractors~~Subcontractors certifying compliance and ~~shall~~Shall
2448 furnish the ~~statements~~Statements to the ~~Division~~Department upon request.
2449 These warranties ~~shall~~Shall remain in effect through the term of the
2450 ~~Agreement~~QVA. The Qualified Vendor and its ~~subcontractors~~
2451 ~~shall~~Subcontractors Shall also maintain Employment Eligibility Verification
2452 forms (~~“(I-9”)~~) as required by the U.S. Department of Labor's Immigration
2453 and Control Act, for all employees performing work under the
2454 ~~Agreement~~QVA. I-9 forms are available for download at www.uscis.gov. ~~The~~
2455 ~~Division may request verification~~the US Citizenship and Immigration
2456 Service’s website. The Department retains the legal right to inspect the
2457 papers of compliance for any employee who works on the QVA to ensure
2458 that the Qualified Vendor or subcontractor performing workSubcontractor is
2459 complying with the warranty under the ~~Agreement~~this paragraph. Failure to
2460 comply with a State audit process to randomly verify the employment
2461 Records of Qualified Vendors and Subcontractors Shall be deemed a
2462 material breach of the contract and the Qualified Vendor May be subject
2463 to penalties up to and including termination of the QVA. Should the
2464 ~~Division~~Department suspect or find that the Qualified Vendor or any of its
2465 ~~subcontractors~~Subcontractors are not in compliance, the ~~Division~~
2466 ~~may~~Department May pursue any and all remedies allowed by law,
2467 including, but not limited to: suspension of work, termination of the
2468 ~~Agreement~~QVA for default, and suspension and/or debarment of the
2469 Qualified Vendor. All costs necessary to verify compliance are the
2470 responsibility of the Qualified Vendor.



2471 ~~8.1.138.1.14~~ 6.8.2.14 — By entering into this ~~Agreement~~QVA, the Qualified Vendor
 2472 warrants compliance with the Deficit Reduction Act of 2005 (P.L. 109-
 2473 171). Any Qualified Vendor that receives at least ~~\$5,000,000~~ (five million
 2474 dollars ~~(\$5,000,000)~~ in Medicaid payments annually ~~shall~~Shall establish
 2475 written policies for all employees (including management), and for all
 2476 employees of any ~~Qualified Vendor subcontractor~~ or agent of the ~~Qualified~~
 2477 ~~Vendorsubcontractor~~, providing detailed information about false claims,
 2478 false ~~statements~~Statements, and whistleblower protections under
 2479 applicable Federal and State fraud and abuse laws. These written policies
 2480 ~~must~~Must include a specific discussion of the foregoing laws and detailed
 2481 information regarding the Qualified Vendor’s policies and procedures for
 2482 detecting and preventing fraud, waste, and abuse, as well as the rights of
 2483 employees to be protected as whistleblowers. In addition, the Qualified
 2484 Vendor ~~must~~Must establish a process for training, and train, existing staff
 2485 and new hires on false claims, false ~~statements~~Statements, and
 2486 whistleblower protections under applicable Federal and State fraud and
 2487 abuse laws and the Qualified Vendor’s policies and procedures for
 2488 detecting and preventing fraud, waste and abuse, and the rights of
 2489 employees to be protected as whistleblowers. All training Must be
 2490 conducted in such a manner that can be verified by the Department.

2491 ~~the rights of employees to be protected as whistleblowers. All training must be conducted in~~
 2492 ~~such a manner that can be verified by the Division.~~

2493 ~~6.8.2.15~~ — The Qualified Vendor ~~warrants compliance with all Federal immigration laws~~
 2494 ~~and regulations relating to employees and warrants its compliance with A.R.S. §~~
 2495 ~~23-214, subsection A. (That subsection reads: “After December 31, 2007, every~~
 2496 ~~employer, after hiring an employee, shall verify the employment eligibility of the~~
 2497 ~~employee through the E-Verify program.”) A breach of a warrant regarding~~
 2498 ~~compliance with immigration laws and regulations shall be deemed a material~~
 2499 ~~breach of the Agreement and the Qualified Vendor may be subject to penalties~~
 2500 ~~up to and including termination of the Agreement. Failure to comply with a State~~
 2501 ~~audit process to randomly verify the employment records of Qualified Vendors~~
 2502 ~~and subcontractors shall be deemed a material breach of the contract and the~~
 2503 ~~Qualified Vendor may be subject to penalties up to and including termination of~~
 2504 ~~the Agreement. The Department retains the legal right to inspect the papers of~~
 2505 ~~any employee who works on the Agreement to ensure that the Qualified Vendor~~
 2506 ~~or subcontractor is complying with the warranty under this paragraph.~~

2507 ~~8.1.148.1.15~~ 6.8.2.16 — The Qualified Vendor ~~shall~~Shall comply with all applicable
 2508 ~~state~~State and federal statutes and regulations. This ~~shall~~Shall include
 2509 A.R.S. §-23-722.01 ~~(as may be amended)~~ relating to new hire reporting,
 2510 A.R.S. §-23-722.02 ~~(as may be amended)~~ relating to wage assignment
 2511 orders to provide child support, and A.R.S. §-25-535 ~~(as may be amended)~~
 2512 relating to administrative or court-ordered health insurance coverage for
 2513 children.

2514 8.2 6.8.3 Advance Directives.

- 2515 8.2.1 As appropriate, the Qualified Vendor ~~shall~~Shall comply with Federal and
2516 State law on advance directives for adult ~~members~~Members.
2517 Requirements include:
- 2518 8.2.1.1 ~~6.8.3.1~~ 6.8.3.1 Maintaining written policies for adult ~~individuals~~Members
2519 receiving care through the Qualified Vendor regarding the
2520 ~~member's~~Member's right to make decisions about medical care, including
2521 the right to accept or refuse medical care and the right to execute an
2522 advance directive. If the Qualified Vendor has a conscientious objection to
2523 carrying out an advance directive, it ~~must~~Must be explained in policies. ~~{A~~
2524 Qualified Vendor is not prohibited from making objection when made
2525 pursuant to A.R.S. §-36-3205(C)(1-~~1~~);
- 2526 8.2.1.2 ~~6.8.3.2~~ 6.8.3.2 Providing written information to adult ~~members~~Members
2527 regarding a ~~member's~~Member's right under State law to make decisions
2528 regarding medical care and the Qualified Vendor's written policies
2529 concerning advance directives (including any conscientious objections);
- 2530 8.2.1.3 ~~6.8.3.3~~ 6.8.3.3 Documenting in the ~~member's~~Member's medical ~~record as~~
2531 ~~to~~Record whether the adult ~~member has~~ has been provided the
2532 information and whether an advance directive has been created;
- 2533 8.2.1.4 ~~6.8.3.4~~ 6.8.3.4 Not discriminating against a ~~member~~Member because of his
2534 or her decision to execute or not execute an advance directive, and not
2535 making it a condition for the provision of care; and
- 2536 8.2.1.5 ~~6.8.3.5~~ 6.8.3.5 ~~Provide~~Providing education for staff on issues concerning
2537 advance directives ~~including notification of direct care providers of services~~and
2538 ~~notify DSPs~~ of any ~~advanced~~advance directives ~~executed by members to~~
2539 ~~whom in place for the Members that they are assigned to provide care~~.serve.
- 2540 8.3 6.8.4 Advising or Advocating on Behalf of a Member.
- 2541 The ~~Qualified Vendor shall comply with the requirements under 42 C.F.R. §~~
2542 8.3.1 ~~438.102 and the intergovernmental Agreement between the Division and~~
2543 ~~AHCCCS. The Division may~~Department May not prohibit, or otherwise
2544 restrict, a ~~provider~~Qualified Vendor acting within the lawful scope of
2545 practice, from advising or advocating on behalf of a ~~member~~Member who
2546 is authorized to receive services from the ~~provider~~Qualified Vendor for the
2547 following: ~~•~~
- 2548 8.3.1.1 The ~~member's~~Member's health status, medical care, or treatment options
2549 including any ~~-alternative treatment that~~ mayMay be self-administered;
- 2550 8.3.1.2 Any information the ~~member~~Member needs in order to decide among all
2551 relevant treatment options;
- 2552 8.3.1.3 The risks, benefits, and consequences of treatment or no treatment; and

- 2553 8.3.1.4 The ~~member's~~Member's right to participate in decisions regarding his or
2554 her health care, including the right to refuse treatment, and to express
2555 preferences about future treatment decisions.
- 2556 ~~6.8.4.1~~—A Qualified Vendor ~~may~~May provide a ~~member~~Member with factual information,
2557 but is
- 2558 8.3.2 prohibited from recommending or steering a ~~member~~Member in the
2559 ~~member's~~Member's selection of a Qualified Vendor agency ~~or Independent~~
2560 ~~Provider~~._
- 2561 8.4 ~~6.8.5~~ Limited English Proficiency.
- 2562 ~~8.4.1~~ The Qualified Vendor shall Limited English Proficiency and Language
2563 Accommodation.
- 2564 ~~8.4.18.4.2~~ Cultural Competency includes ensuring Members with limited English
2565 proficiency are able to receive materials like their Planning Document or
2566 other forms related to their Planning Document in their primary language
2567 to ensure their understanding. When the Planning Team has determined
2568 that a Member needs services delivered through their primary language,
2569 and the determination is documented in the Planning Document, Members
2570 Shall receive services from a provider who communicates in their primary
2571 language or with support from an interpreter who speaks their language,
2572 including American Sign Language. In the event that is not possible to
2573 procure staff communicating the Member's primary language, Qualified
2574 Vendors May bill separately for interpreting for non-prevalent languages.
2575 The Qualified Vendor Shall ensure that all services provided are culturally
2576 relevant and linguistically appropriate to the population ~~to be~~ served
2577 following Department Policy, Limited English Proficiency, DES 1-01-34
2578 and any subsequent revisions ~~-, as well as the Division's Provider Policy~~
2579 Manual.
- 2580 8.5 ~~6.8.6~~ Service Process for Wards of the State.
- 2581 8.5.1 In the event that an individual calls or appears at a physical location of
2582 the Qualified Vendor seeking to render service of process (summons and
2583 complaint, petition, or subpoena, etc.) upon a minor who is in the physical
2584 custody of the Qualified Vendor, but is a ward of the State of Arizona,
2585 Department of Economic Security, the Qualified Vendor agrees not to
2586 accept service of that/those document(s) and to refer the individual to the
2587 child's Support Coordinator. If, by error, the Qualified Vendor or its agent
2588 accepts any service of process, a copy ~~shall~~Shall immediately be
2589 forwarded to the child's Support Coordinator and ~~shall~~Shall also contain a
2590 transmittal memorandum that indicates the date the legal document was
2591 received, the ~~person~~Person receiving it and the place of service, as well
2592 as the child to whom it refers.
- 2593 ~~6.8.7~~ Suspension or Debarment.



2594 ~~6.8.7.1~~ ~~The State may, by written notice to the Qualified Vendor, immediately terminate~~
 2595 ~~this Agreement if the State determines that the Qualified Vendor has been~~
 2596 ~~debarred, suspended or otherwise lawfully prohibited from participating in any~~
 2597 ~~public procurement activity, including but not limited to, being disapproved as a~~
 2598 ~~subcontractor of any public procurement unit or other governmental body. This~~
 2599 ~~prohibition extends to any entity which employs, consults, subcontracts with or~~
 2600 ~~otherwise reimburses for services any person substantially involved in the~~
 2601 ~~management of another entity which is debarred, suspended or otherwise~~
 2602 ~~excluded from Federal procurement activity. Submittal of an offer or execution of~~
 2603 ~~an Agreement shall attest that the Qualified Vendor is not currently suspended or~~
 2604 ~~debarred. If the Qualified Vendor becomes suspended or debarred, the Qualified~~
 2605 ~~Vendor shall immediately notify the State.~~

2606 ~~6.8.7.2~~ ~~The Qualified Vendor shall not be debarred, suspended, or otherwise lawfully~~
 2607 ~~prohibited from participating in any public procurement activity.~~

2608 ~~6.8.7.3~~ ~~The Qualified Vendor shall not employ, consult, subcontract or otherwise~~
 2609 ~~reimburse for services any person or entity that is debarred, suspended or otherwise excluded~~
 2610 ~~from public procurement activity. This prohibition extends to any person or entity that employs,~~
 2611 ~~consults, subcontracts with or otherwise reimburses for services any person or entity~~
 2612 ~~substantially involved in the management of another entity that is debarred, suspended or~~
 2613 ~~otherwise excluded from public procurement activity.~~

2614 ~~6.8.7.4~~ ~~The Qualified Vendor shall not retain as a director, officer, partner or owner of~~
 2615 ~~five (5) percent or more of the Qualified Vendor, any person, or affiliate of such a~~
 2616 ~~person, who is debarred, suspended or otherwise excluded from public~~
 2617 ~~procurement activity.~~

2618 8.6 6.8.8 Survival of Rights and Obligations after Agreement QVA Expiration or
 2619 Termination.

2620 8.6.1 All representations and warranties made by the Qualified Vendor under
 2621 this ~~Agreement shall~~ QVA Shall survive the expiration or termination ~~hereof~~
 2622 the QVA. In addition, the parties ~~hereto~~ acknowledge that pursuant to
 2623 A.R.S. §-12-510 ~~(as may be amended)~~ except as provided in A.R.S. §-12-
 2624 529 ~~(as may be amended)~~, the State is not subject to or barred by any
 2625 limitations of actions prescribed in A.R.S., Title 12, Chapter 5 ~~(as may be~~
 2626 ~~amended)~~.

2627 8.7 6.8.9 Certification of Compliance – Anti-Kickback.

2628 8.7.1 By signing this Agreement QVA, the Qualified Vendor certifies that it has
 2629 not engaged in any violation of the Medicare Anti-Kickback statute (42
 2630 U.S.C. §§-1320a-7b) or the “Stark I” and “Stark II” laws governing related-
 2631 entity referrals (P.L. 101- 239 and P.L. 101-432) and compensation there
 2632 from.

2633 8.7.2 ~~6.8.10~~ The Qualified Vendor also certifies that is has not participated in
 2634 beneficiary inducement as defined by U.S.C. §1320a-7a(a)(5).

2635 8.8 Warranty of Services.

- 2636 8.8.1 The Qualified Vendor, by execution of this AgreementQVA, warrants that it
2637 has the ability, authority, skill, expertise, qualifications, credentials, and
2638 capacity to perform the services specified in the Agreement-QVA.
- 2639 8.9 ~~6.8.11~~ Certification of Truthfulness of Representation.
- 2640 8.9.1 By signing this AgreementQVA, the Qualified Vendor certifies the following:
- 2641 8.9.1.1 ~~6.8.11.1~~ That all representations set forth herein are true to the best of its
2642 knowledge; and belief after reasonably diligent inquiry; and
- 2643 8.9.1.2 ~~6.8.11.2~~ — That it will maintainsustain all representations, comply with all
2644 covenants, and perform all duties throughout the term of the Agreement.
2645 QVA.
- 2646 **9** ~~6.9~~ **State’s Contractual Remedies**
- 2647 9.1 ~~6.9.1~~ Right to Assurance.
- 2648 The Procurement Officer ~~may~~May, at any time, demand in writing that the Qualified
- 2649 9.1.1 Vendor give a written assurance of intent to perform. Failure by the
2650 Qualified Vendor to provide written assurance within the number of
2651 daysDAYS specified in the demand ~~may~~May, at the State’s option, be the
2652 basis for terminating the AgreementQVA under these Terms and
2653 Conditions or other rights and remedies available by law or provided by
2654 the AgreementQVA. If the Qualified Vendor, at any time believes that it
2655 ~~may~~May potentially no longer be able to perform under this AgreementQVA
2656 in the immediate future or at any time up to six (6) months into the future,
2657 the Qualified Vendor ~~shall~~Shall provide written notice to the
2658 ~~Division~~Department informing the ~~Division~~Department of the Qualified
2659 Vendor’s potential inability to perform under this AgreementQVA along with
2660 a detailed explanation as to why the Qualified Vendor believes it ~~may~~May
2661 not be able to complete performance.
- 2662 ~~9.2~~ 6.9.2—Payment Suspension
- 2663 ~~9.2.1.1~~ The Department May suspend payments to a vendor pending an
2664 investigation of credible allegation of fraud against the vendor as
2665 determined by AHCCCS, DES, or law enforcement.
- 2666 ~~9.29.3~~ Stop Work Order.
- 2667 ~~6.9.2.1~~ The State ~~may~~May, at any time, by written order to the Qualified Vendor,
2668 require the Qualified Vendor to stop all or any part of the work called for by
2669 this ~~Agreement for a period(s) of days indicated by the State after the order is~~
2670 ~~delivered to the Qualified Vendor, and for any further period to which the parties~~
2671 ~~may agree. The~~
- 2672 ~~9.2.19.3.1~~ order shallQVA. The order Shall be specifically identified as a stop work
2673 order issued under this clause. Upon receipt of the order, the Qualified
2674 Vendor ~~shall~~Shall immediately comply with its terms and take all



2675 reasonable steps to minimize the incurrence of costs allocable to the work
2676 covered by the order during the period of work stoppage.

2677 ~~9.2.29.3.2~~ ~~6.9.2.2~~ If a stop work order issued under this clause is canceled or
2678 the period of the order or any extension expires, the Qualified Vendor
2679 ~~shall~~**Shall** resume work. The Procurement Officer ~~shall~~**Shall** make an
2680 equitable adjustment in the authorization schedule or ~~Agreement~~**QVA**
2681 price, or both, and the ~~Agreement shall~~**QVA Shall** be amended in writing
2682 accordingly.

2683 ~~6.9.3~~ ~~Non-Exclusive Remedies.~~

2684 ~~The rights and the remedies of the State set out in this Agreement are not exclusive.~~

2685 ~~9.4~~ ~~6.9.4~~ ~~Suspension or Debarment.~~

2686 ~~9.4.1~~ ~~The State May, by written notice to the Qualified Vendor, immediately~~
2687 ~~terminate this QVA if the State determines that the Qualified Vendor has~~
2688 ~~been debarred, suspended, or otherwise lawfully prohibited from~~
2689 ~~participating in any public procurement activity, including but not limited to,~~
2690 ~~being disapproved as a Subcontractor of any public procurement unit or~~
2691 ~~other governmental body. The State May, by written notice to the Qualified~~
2692 ~~Vendor, immediately terminate this QVA if the State determines that the~~
2693 ~~Qualified Vendor employs, consults, Subcontracts with or otherwise~~
2694 ~~reimburses for services any Person substantially involved in the~~
2695 ~~management of another entity which is debarred, suspended, or otherwise~~
2696 ~~excluded from Federal procurement activity. The Qualified Vendor through~~
2697 ~~the Assurances and Submittals Shall attest that the Qualified Vendor is~~
2698 ~~not currently suspended or debarred. If the Qualified Vendor becomes~~
2699 ~~suspended or debarred, the Qualified Vendor Shall immediately notify the~~
2700 ~~State.~~

2701 ~~9.4.2~~ ~~The Qualified Vendor Shall not be debarred, suspended, or otherwise~~
2702 ~~lawfully prohibited from participating in any public procurement activity.~~

2703 ~~9.4.3~~ ~~The Qualified Vendor Shall not employ, consult, Subcontract or otherwise~~
2704 ~~reimburse for services any Person or entity that is debarred, suspended,~~
2705 ~~or otherwise excluded from public procurement activity. This prohibition~~
2706 ~~extends to any Person or entity that employs, consults, Subcontracts with~~
2707 ~~or otherwise reimburses for services any Person or entity substantially~~
2708 ~~involved in the management of another entity that is debarred, suspended,~~
2709 ~~or otherwise excluded from public procurement activity.~~

2710 ~~9.4.4~~ ~~The Qualified Vendor Shall not retain as a director, officer, partner,~~
2711 ~~shareholder or interest holder of five (5) percent or more of the Qualified~~
2712 ~~Vendor, any Person, or affiliate of such Person, who is debarred,~~
2713 ~~suspended, or otherwise excluded from public procurement activity.\~~

2714 ~~9.4.5~~ ~~The Qualified Vendor Shall submit the Certification Regarding~~
2715 ~~Debarment, Suspension and Voluntary Exclusion Lower Tier Covered~~

2716 Transactions form, which May be found on the US Government's Small
2717 Business Administration website.

2718 9.39.5 Nonconforming Tender.

2719 9.3.19.5.1 Reports~~Services~~, Personnel, reports, or other documents supplied~~work~~
2720 products provided under this Agreement shall~~QVA Shall~~ fully comply with
2721 the Agreement~~QVA~~ and all applicable law~~laws~~. The delivery of reports or
2722 other documents or a portion of the reports or other documents in an
2723 installment that do not fully comply with the Agreement~~QVA~~ and all
2724 applicable law constitutes a breach of Agreement~~QVA~~. On delivery of
2725 nonconforming services, reports or other documents or the use of
2726 nonconforming Personnel, the State may~~May~~ terminate the Agreement~~QVA~~
2727 for default as defined in Section 6.10.6~~Part 3: 9.5~~, Termination for Default,
2728 exercise any of its rights and remedies under the Uniform Commercial
2729 Code, or pursue any other right or remedy available to it.

2730 9.49.6 6.9.5 Right of Offset.

2731 9.4.19.6.1 The State ~~shall~~Shall be entitled to offset against any sums due the
2732 Qualified Vendor, any expenses or costs incurred by the State, or
2733 damages assessed by the State concerning the Qualified Vendor's non-
2734 conforming performance or failure to perform the Agreement~~QVA~~, including
2735 expenses, costs and damages described in the Agreement~~QVA~~ Terms and
2736 Conditions.

2737 9.59.7 6.9.6 Provisions for Default.

2738 9.5.19.7.1 6.9.6.1 — In addition to any other remedies available to the
2739 Division~~Department~~, if the Qualified Vendor fails to comply with any
2740 term~~terms~~ of the Agreement~~QVA~~, or defaults on any other contracts
2741 necessary to its obligation under this QVA, the Division~~may~~Department
2742 May take one (1) or more of the following actions:

2743 9.5.1.19.7.1.1 6.9.6.1.1 — Withhold payment, in whole or in part;

2744 9.5.1.29.7.1.2 6.9.6.1.2 — Suspend enrollment, which includes (i)
2745 suspending new members~~Members~~ from enrollment in any services
2746 provided by the Qualified Vendor, and (ii) suspending any new services for
2747 members~~Member~~ currently served by the Qualified Vendor.

2748 9.5.1.39.7.1.3 6.9.6.1.3 — Suspend the Agreement~~QVA~~, in whole or in part, by (i)
2749 suspending the Qualified Vendor's authority to request addition of new
2750 services to the Agreement~~QVA~~; (ii) suspending the authority to request
2751 modification to current services, (iii) deleting the Qualified Vendor from the
2752 Qualified Vendor List; or (iv) enrolling members~~Member~~ with another
2753 provider.~~Qualified Vendor.~~

2754 9.7.1.4 6.10 — Agreement~~Terminate~~ the QVA, in whole or in part at the
2755 Department's discretion.

2756 9.8 Non-Exclusive Remedies.

- 2757 9.8.1 The rights and the remedies of the State set out in this QVA are not
2758 exclusive.
- 2759 **10 QVA Termination**
- 2760 10.1 6.10.1 Cancellation for Conflict of Interest.
- 2761 10.1.1 Pursuant to A.R.S. §-38-511, the State ~~may~~May cancel this ~~Agreement~~QVA
2762 within three (3) years after ~~Agreement~~QVA execution without penalty or
2763 further obligation if any ~~person~~Person significantly involved in initiating,
2764 negotiating, securing, drafting or creating the ~~Agreement~~QVA on behalf of
2765 the State is or becomes at any time while the ~~Agreement~~QVA or an
2766 extension of the ~~Agreement~~QVA is in effect an employee of or a consultant
2767 to any other party to this ~~Agreement~~QVA with respect to the subject matter
2768 of the ~~Agreement~~QVA. The cancellation ~~shall~~Shall be effective when the
2769 Qualified Vendor receives written notice of the cancellation unless the
2770 notice specifies a later time. If the Qualified Vendor is a political
2771 subdivision of the State, it ~~may~~May also cancel this ~~Agreement~~QVA as
2772 provided in A.R.S. §-38-511.
- 2773 10.2 6.10.2 Gratuities.
- 2774 10.2.1 The State ~~may~~May, by written notice, terminate this ~~Agreement~~QVA, in
2775 whole or in part, if the State determines that employment or a
2776 ~~gratuity~~Gratuity was offered or made by the Qualified Vendor or a
2777 representative of the Qualified Vendor to any officer or employee of the
2778 State for the purpose of influencing the outcome of the procurement or
2779 securing the ~~Agreement~~QVA, an amendment to the ~~Agreement~~QVA, or
2780 favorable treatment concerning the ~~Agreement~~QVA, including the making
2781 of any determination or decision about ~~Agreement~~QVA performance. The
2782 State, in addition to any other rights or remedies, ~~shall~~Shall be entitled to
2783 recover exemplary damages in the amount of three (3) times the value of
2784 the ~~gratuity~~Gratuity offered by the Qualified Vendor.
- 2785 10.3 6.10.3 Termination for Convenience.
- 2786 10.3.1 The State reserves the right, with written notice, to terminate the
2787 ~~Agreement~~QVA, in whole or in part at any time, when in the best interests
2788 of the State without penalty or recourse. Upon receipt of the written
2789 notice, the Qualified Vendor ~~shall~~Shall immediately stop all work, as
2790 directed in the notice, notify all ~~subcontractors~~Subcontractors of the
2791 ~~effective~~ date of the termination, and minimize all further costs to the
2792 State. In the event of termination under this paragraph, all documents,
2793 data, and reports prepared by the Qualified Vendor under the ~~Agreement~~
2794 ~~shall~~QVA Shall become the property of and be delivered to the State. The
2795 Qualified Vendor ~~shall~~Shall be entitled to receive just and equitable
2796 compensation for work in progress, work completed, and materials
2797 accepted before the ~~effective~~ date of the termination.
- 2798 10.4 6.10.4 Termination upon Request of the Qualified Vendor.



- 2799 10.4.1 The Qualified Vendor ~~may~~May request termination of the ~~Agreement~~QVA,
2800 in whole or in part, at any time. The Qualified Vendor ~~shall~~Shall not
2801 terminate performance of this ~~Agreement~~QVA without the prior written
2802 consent of the ~~Division~~Department. The Qualified Vendor ~~shall~~Shall
2803 provide at least ~~sixty (60) days~~ninety (90) Days written notice to the
2804 ~~Division~~Department setting forth the reasons for requesting termination.
2805 Upon determination that termination is appropriate, the ~~Division~~
2806 ~~shall~~Department Shall provide written notice of acceptance of such
2807 termination and the termination date. ~~The Qualified Vendor will be~~
2808 ~~required to continue to provide services until transition is completed.~~ Upon
2809 termination, all goods, materials, documents, data, and reports prepared
2810 by the Qualified Vendor under the ~~Agreement shall~~QVA Shall become the
2811 property of and be delivered to the State on demand. The State ~~may~~May,
2812 upon termination, procure, on terms and in the manner that it deems
2813 appropriate, materials or services to replace those under this ~~Agreement.~~
2814 ~~QVA.~~
- 2815 10.4.2 The Qualified Vendor ~~shall~~Shall be liable to the State for any excess
2816 costs incurred by the State in procuring materials or services in
2817 substitution for those due from the Qualified Vendor.
- 2818 10.5 ~~6.10.5~~ Termination for Default.
- 2819 10.5.1 ~~6.10.5.1~~ ~~— In addition to the rights reserved in the Agreement, the~~ The State
2820 ~~may reserves the right to~~ terminate the ~~Agreement~~QVA, in whole or in part,
2821 ~~due to the failure of the~~when a Qualified Vendor ~~to comply~~no longer meets
2822 ~~the criteria defined in the RFQVA; for non-compliance~~ with ~~any term or~~
2823 ~~condition of the Agreement; the QVA requirements; for noncompliance~~ to
2824 acquire and maintain all required ~~licenses, certifications, credentialing,~~
2825 insurance ~~policies~~, bonds, ~~site~~ licenses and permits, or to make
2826 satisfactory progress in performing the ~~Agreement~~QVA. The Procurement
2827 Officer ~~shall~~Shall provide written notice of the termination and the reasons
2828 for it to the Qualified Vendor. ~~The Department may immediately terminate this~~
2829 ~~Agreement if the Department determines that the health or welfare or safety of~~
2830 ~~service recipients is endangered.~~
- 2831 ~~6.10.5.2~~ ~~— The State reserves the right to terminate the Agreement, in whole or in part, when~~
2832 ~~a Qualified Vendor no longer meets the criteria defined in the RFQVA; for non-compliance with~~
2833 ~~the Agreement requirements; or for failure to maintain a valid license, AHCCCS registration or~~
2834 ~~Division certification, as appropriate. The Division shall provide written notice of the termination~~
2835 ~~and the reasons for it to the Qualified Vendor.~~
- 2836 10.5.2 ~~6.10.5.3~~ ~~— Upon termination under this section,~~ all goods, materials,
2837 documents, data, and reports prepared by the Qualified Vendor under the
2838 ~~Agreement shall~~QVA Shall become the property of and be delivered to the
2839 State on demand.
- 2840 10.5.3 ~~6.10.5.4~~ ~~— The State~~ mayMay, upon termination of this ~~Agreement~~QVA,
2841 procure, on terms and in the manner that it deems appropriate, materials



2842 or services to replace those under this ~~Agreement~~QVA. The Qualified
2843 Vendor ~~shall~~Shall be liable to the State for any excess costs incurred by
2844 the State in procuring materials or services in substitution for those due
2845 from the Qualified Vendor unless the ~~Agreement~~QVA is terminated solely
2846 for the convenience of the State.

2847 10.5.4 ~~6.10.5.5~~ 6.10.5.5 ~~—~~ This ~~Agreement~~QVA ~~may~~May immediately be terminated if
2848 the Department determines that the health or welfare or safety of
2849 ~~members~~Members is endangered.

2850 10.6 ~~6.10.6~~ 6.10.6 ~~Continuation of Performance through Termination.~~

2851 10.6.1 The Qualified Vendor ~~shall~~Shall continue to perform, in accordance with
2852 the requirements of the ~~Agreement~~QVA, up to or beyond the date of
2853 termination, in whole or in part, as directed in the termination notice or as
2854 provided in Part 3, Section 6.10.7.3 below, 8.1.

2855 10.7 ~~6.10.7~~ 6.10.7 ~~Termination for Any Reason.~~

2856 10.7.1 ~~6.10.7.1~~ 6.10.7.1 ~~—~~ In the event of termination or suspension of the
2857 ~~Agreement~~QVA by the Department, in whole or in part, such termination or
2858 suspension ~~shall~~Shall not affect the obligation of the Qualified Vendor to
2859 indemnify the Department and the State for any claim by any other party
2860 against the Department and/or the State arising from the Qualified
2861 Vendor’s performance of this ~~Agreement~~QVA and for which the Qualified
2862 Vendor would otherwise be liable under this ~~Agreement~~QVA. To the extent
2863 such indemnification is excluded by A.R.S. §41-621 *et seq.* or an
2864 obligation is unauthorized under A.R.S. §35-154 ~~(as may be amended)~~, the
2865 provisions of this paragraph ~~shall~~Shall not apply.

2866 10.7.2 ~~6.10.7.2~~ 6.10.7.2 ~~—~~ In the event of early termination, any funds advanced to the
2867 Qualified Vendor ~~shall~~Shall be returned to the Department within ten (10)
2868 ~~days~~Days after the date of termination or upon receipt of notice of
2869 termination of the ~~Agreement~~QVA, whichever is earlier.

2870 10.7.3 ~~6.10.7.3~~ 6.10.7.3 ~~—~~ In the event the ~~Agreement~~QVA ~~is terminated in part, the~~
2871 ~~Qualified Vendor Shall continue the performance of the QVA to the extent~~
2872 ~~not terminated.~~

2873 10.8 ~~Qualified Vendor Termination~~

2874 ~~40.7.3~~10.8.1 ~~In the event the QVA~~ is terminated, in whole or in part, with or without
2875 cause, or expires, the Qualified Vendor ~~shall~~Shall assist the
2876 ~~Division~~Department in the transition of ~~members~~all affected Members to
2877 other Qualified Vendors in accordance with applicable rules and policies.
2878 Such assistance and coordination ~~shall~~Shall include but ~~shall~~Shall not be
2879 limited to:

2880 ~~40.7.3.1~~10.8.1.1 ~~6.10.7.3.1~~ 6.10.7.3.1 ~~—~~ Forwarding program and other ~~records~~Records as
2881 ~~may~~May be necessary to assure the smoothest possible transition and

2882 continuity of services. The cost of reproducing and forwarding such
2883 ~~records shall~~ Records Shall be borne by the Qualified Vendor.

2884 ~~10.7.3.2~~ 10.8.1.2 ~~6.10.7.3.2~~ — Notifying of
2885 ~~subcontractors~~ Subcontractors and ~~members.~~ Members.

2886 ~~10.7.3.3~~ 10.8.1.3 ~~6.10.7.3.3~~ — Facilitating and scheduling medically
2887 necessary appointments for care and services.

2888 ~~10.7.3.4~~ 10.8.1.4 ~~6.10.7.3.4~~ — Providing all reports set forth in this
2889 ~~Agreement.~~ QVA.

2890 ~~10.7.3.5~~ 10.8.1.5 ~~6.10.7.3.5~~ — Making provisions for continuing all
2891 management/administrative services until the transition of
2892 ~~members~~ Member is completed and all other requirements of this
2893 ~~Agreement~~ QVA are satisfied.

2894 ~~10.7.3.6~~ 10.8.1.6 ~~6.10.7.3.6~~ — If required by the ~~Division~~ Department, extending
2895 performance until suitable arrangements are made by the
2896 ~~Division~~ Department for a replacement Qualified Vendor.

2897 ~~10.7.3.7~~ 10.8.1.7 ~~6.10.7.3.7~~ — If required by the ~~Division~~ Department, at the Qualified
2898 Vendor's own expense, assisting in the training of ~~personnel.~~ Personnel.

2899 ~~10.7.3.8~~ 10.8.1.8 ~~6.10.7.3.8~~ — Paying all outstanding obligations
2900 for care rendered to ~~members.~~ Members.

2901 ~~10.7.3.9~~ 10.8.1.9 ~~6.10.7.3.9~~ — Providing the following financial reports to the
2902 ~~Division~~ Department until the ~~Division~~ Department is satisfied that the
2903 Qualified Vendor has paid all such obligations: (a) a monthly ~~claims~~ claim
2904 aging report by ~~provider~~ Qualified Vendor/creditor including Incurred But
2905 Not Reported (~~IBNR~~) amounts; (b) a monthly summary of cash
2906 disbursements; and (c) copies of all bank ~~statements~~ Statements received
2907 by the Qualified Vendor in the preceding month for Qualified Vendor's
2908 bank accounts. All reports in this section ~~shall~~ Shall be due on the fifteenth
2909 (15th) day of each succeeding month for the prior month.

2910 ~~6.10.7.4~~ — ~~In the event the Agreement is terminated in part, the Qualified Vendor shall~~
2911 ~~continue the performance of the Agreement to the extent not terminated.~~

2912 ~~10.8~~ 10.9 ~~6.10.8~~ Voidability of Agreement. QVA.

2913 ~~10.8.1~~ 10.9.1 This ~~Agreement~~ QVA is voidable and ~~may~~ May be immediately terminated
2914 by the Department upon the Qualified Vendor becoming insolvent or filing
2915 proceedings in bankruptcy or reorganization, or if substantial evidence
2916 exists that the Qualified Vendor will become insolvent, or upon
2917 assignment or delegation of the ~~Agreement~~ QVA without prior written
2918 approval from the Department.

2919 **11** **6.11 Agreement QVA Claims and Controversies**

2920 11.1 Other than protests and claims covered by A.A.C. R6-6-2115 and R6-6-

2921 2116, any other claims or controversies under this Agreement shall QVA

2922 Shall be resolved according to A.A.C. R6-6-2117.

2923 11.1.1 6.12-The Qualified Vendor waives any right to attorney's fees in any

2924 administrative or judicial proceeding concerning, arising out of, of that is

2925 otherwise related to, this Agreement."

2926 **12** **Contingency Planning**

2927 ~~The Qualified Vendor shall have a contingency plan that addresses the requirements of (1) a~~

2928 ~~Business Continuity Plan ("BCP"), and (2) a Pandemic Performance Plan, as stipulated in~~

2929 ~~Section 6.12.1 and 6.12.2. The Contingency Plan is subject to the approval of the Division. The~~

2930 ~~Qualified Vendor shall submit any amendment to the plan to the Division within ten (10)~~

2931 ~~business days. The State may require a copy of the plan at any time prior to or post award of an~~

2932 ~~Agreement.~~

2933 12.1. 6.12.1-Business Continuity Plan

2934 The Qualified Vendor Shall prepare a Business Continuity.

2935 6.12.1.1 ~~Plan (BCP)~~ Each Qualified Vendor ~~shall~~Shall establish a written BCP that

2936 illustrates how the Qualified Vendor ~~shall~~Shall provide ~~contracted~~QVA

2937 service(s) ~~pursuant to the Agreement~~ in the event of a natural or man-made

2938 disaster ~~(e.g., earthquake, flood, catastrophic accident, fire, explosion, gas leak)~~

2939 ~~or any other emergency event which may disrupt routine service delivery (e.g.,~~

2940 ~~power outage, disruption of essential utilities, evacuation by authorities). The~~

2941 ~~BCP shall, at a minimum, include the following:~~

2942 ~~a. Internal emergency notification call trees, organizational chart, and orders of~~

2943 ~~succession.~~

2944 ~~b. Checklists to contact and coordinate with police, fire, medical, and other~~

2945 ~~community emergency responders.~~

2946 ~~c. The Qualified Vendor's emergency points of contact(s) information,~~

2947 ~~communication and reporting protocols with the Division.~~

2948 ~~d. Plans to respond, restore, and resume business operations as soon as~~

2949 ~~practical and also protecting the life, health, and safety of members and the~~

2950 ~~Qualified Vendor's staff.~~

2951 6.12.1.2 ~~In addition, the.~~ The contingency plan is subject to the approval of the

2952 Department. The Qualified Vendor shall have contingencies for:

2953 ~~a. The loss of facilities/sites.~~

2954 ~~b. Electronic/telephone failure at primary place of business.~~

2955 ~~c. Loss of computer systems/records.~~

2956 ~~d. A facility evacuation~~ Shall submit any amendment to the plan that

2957 assures the successful evacuation of members and staff.

- 2958 e.—~~A self-sheltering (i.e., shelter in place) plan which maintains adequate staffing~~
2959 ~~levels, food, water, prescribed medications and equipment that meet~~to the
2960 ~~needs of members for~~Department within ten (10) Business Days. The
2961 State May require ~~the duration of the emergency/disaster event.~~
- 2962 ~~6.12.1.3~~ ~~The BCP shall be specific for each of its Arizona facilities and reference~~
2963 ~~community emergency resources as described in Section 6.12.1.1.~~
- 2964 12.1.1 ~~6.12.1.4~~ ~~The Qualified Vendor shall~~to provide annual BCP training for all
2965 ~~staff members. a copy of the plan at any time prior to or post award of a~~
2966 QVA.
- 2967 ~~6.12.1.5~~ ~~The Qualified Vendor shall conduct BCP exercises, annually.~~
2968 ~~6.12.1.6~~ ~~The Qualified Vendor shall review its BCP(s) as needed, amend the plan as~~
2969 ~~required, and train all staff members on any changes to the plan.~~
- 2970 ~~6.12.1.7~~ ~~In the event of a local disaster declaration, an emergency declared by the~~
2971 12.1.2 Governor of Arizona, the President of the United States, or the World
2972 Health Organization which makes the performance of any term of this
2973 ~~Agreement~~QVA impossible or impracticable, the ~~Division shall~~Department
2974 Shall have the authority to:
- 2975 a.—Temporarily ~~voids~~suspend the ~~Agreement~~QVA(s), in whole or in part, if
2976 the Qualified
- 2977 12.1.2.1 ~~_Vendor cannot perform to the standards agreed upon in the initial terms and~~
2978 conditions.
- 2979 12.1.2.2 Implement emergency procurements as authorized by the Director of the
2980 Arizona Department of Administration pursuant to A.R.S. § 41-2537 of the
2981 Arizona Procurement Code.
- 2982 b.—Reinstate the ~~voided Agreements~~suspended QVA(s) if the Qualified
2983 Vendor can demonstrate ability to resume performance of the
2984 AgreementQVA(s).
- 2985 ~~12.1.2.3~~ ~~6.12.1.8~~ ~~As a result of the provisions contained in Section 6.12.1.7 Once~~
2986 ~~the emergency is officially declared over and subsections (a), (b), /or (c) the~~
2987 ~~Division shall~~Qualified Vendor can demonstrate the ability to perform, the
2988 State, at its sole discretion May reinstate the temporarily suspended
2989 QVA(s).
- 2990 12.1.3 The Department Shall not incur any liability ~~with~~to a Qualified Vendor
2991 during a disaster or emergency event.
- 2992 12.2 ~~6.12.2~~ ~~Pandemic Contractual Performance~~— Plan.
- 2993 ~~12.2.1~~ ~~6.12.2.1~~ ~~The State shall~~The Qualified Vendor Shall prepare a
2994 Pandemic Performance Plan. The contingency plan is subject to the
2995 approval of the Department. The Qualified Vendor Shall submit any
2996 amendment to the plan to the Department within ten (10) Business Days.

2997 The State May require the Qualified Vendor to provide a copy of the plan
2998 at any time prior to or post award of a QVA.

2999 ~~12.2.1~~12.2.2 The State Shall require a written Pandemic Performance Plan that
3000 illustrates how the Qualified Vendor ~~shall perform up to the Agreement~~
3001 ~~standards in the event of a pandemic (e.g., influenza). At a minimum, the~~
3002 ~~Pandemic Performance Plan shall include:~~Shall perform its responsibilities in
3003 the QVA

3004 ~~a. Key succession and performance planning if there is a sudden significant~~
3005 ~~decrease in Qualified Vendor's workforce.~~

3006 ~~b. Alternative methods to ensure there are services or products in the supply~~
3007 ~~chain.~~

3008 ~~c. An up to date list of company contacts and organizational chart.~~

3009 ~~6.12.2.2~~ ~~The Qualified Vendor shall provide annual training on the Pandemic Performance~~
3010 ~~Plan for all staff members.~~

3011 ~~6.12.2.3~~ ~~The Qualified Vendor shall review its Pandemic Performance Plan as needed,~~
3012 ~~amend the plan as required, and train all staff members on any changes to~~
3013 ~~the plan.~~

3014 ~~12.2.2~~12.2.3 ~~6.12.2.4~~ ~~In the event of a pandemic~~Pandemic, as declared by the
3015 Governor of Arizona, U.S. Government, or the World Health
3016 Organization, which makes performance of any term under this
3017 ~~Agreement~~QVA impossible or impracticable, the State ~~shall~~Shall have the
3018 following rights:

3019 ~~12.2.2.1~~12.2.3.1 ~~After the official declaration of a pandemic, the State may temporarily void~~
3020 ~~the Agreement(s)~~Temporarily suspend the QVA(s), in whole or ~~specific~~
3021 ~~sections~~in part, if the ~~Qualifies~~Qualified Vendor cannot perform to the
3022 ~~standards agreed upon~~terms and conditions.

3023 ~~12.2.2.2~~12.2.3.2 ~~The State shall not incur any liability if a pandemic is declared~~
3024 ~~and~~Implement emergency procurements ~~areas~~ authorized by the Director
3025 of the Arizona Department of Administration ~~per~~pursuant to A.R.S. §41-
3026 2537 of the Arizona Procurement Code.

3027 ~~12.2.2.3~~12.2.3.3 ~~Once the pandemic~~Reinstate the suspended QVA(s) if the Qualified
3028 Vendor can demonstrate ability to resume performance of the QVA(s).
3029 Once the Pandemic is officially declared over and/or the Qualified Vendor
3030 can demonstrate the ability to perform, the State, at its sole discretion
3031 ~~may~~May reinstate the temporarily ~~voided~~Agreement~~suspended~~ QVA(s).

3032 12.2.4 ~~6.13~~ ~~The State Shall not incur any liability if a Pandemic is declared, and~~
3033 ~~emergency procurements are authorized by the Director of the Arizona~~
3034 ~~Department of Administration per A.R.S. §41-2537.~~

3035 **13 Certifications**

3036 13.1 ~~6.13.1~~ Lobbying.

3037 13.1.1 The Qualified Vendor ~~shall~~Shall submit the Certification Regarding
3038 Lobbying form, and by so doing, agrees to compliance with 49 C.F.R.
3039 Part 20. The Certification Regarding Lobbying form ~~may be found in~~
3040 ~~Section 9 as "Attachment C"~~is located on the Department's website.

3041 ~~6.13.2~~ Suspension or Debarment.

3042 ~~In addition to the terms and conditions in Section 6, the Qualified Vendor shall submit the~~
3043 ~~Certification Regarding Debarment, Suspension and Voluntary Exclusion Lower Tier Covered~~
3044 ~~Transactions form, which may be found in Section 9 as "Attachment D".~~

3045 13.1.2 ~~6.13.3~~ No funds paid to Qualified Vendors by the Department or interest
3046 earned thereon, Shall be used for the purpose of influencing or
3047 attempting to influence an officer or employee of any Federal or State
3048 agency, a Member of the United States Congress or State Legislature,
3049 an officer or employee of a Member of the United States Congress or
3050 State Legislature in connection with awarding of any Federal or State
3051 contract, the making of any Federal or State grant, the making of any
3052 Federal or State loan, the entering into of any cooperative Agreement,
3053 and the extension, continuation, renewal, amendment or modification of
3054 any Federal or State contract, grant, loan, or cooperative Agreement.
3055 The Qualified Vendor Shall disclose if any funds paid to the Qualified
3056 Vendor by the Department have been used or will be used to influence
3057 the individuals and entities indicated above.

3058 13.2 Inclusive Qualified Vendor.

3059 13.2.1 The Qualified Vendor is encouraged to make every effort to utilize
3060 ~~subcontractors~~Subcontractors that are small, women-owned and/or
3061 minority owned business enterprises. This could include
3062 ~~subcontractors~~Subcontractors for a percentage of the administrative or
3063 direct service being proposed. The Qualified Vendor who is committing a
3064 portion of its work to such ~~subcontractors shall~~Subcontractors Shall do so
3065 by identifying the type of service and work to be performed by providing
3066 detail concerning the Qualified Vendor's utilization of small, women-owned
3067 and/or minority business enterprises. Emphasis Should be placed on
3068 specific areas that are subcontracted and percentage of QVA utilization
3069 and how this effort will be administered and managed, including reporting
3070 requirements.

3071 ~~Emphasis should be placed on specific areas that are subcontracted and percentage of~~
3072 ~~Agreement utilization and how this effort will be administered and managed, including reporting~~
3073 ~~requirements.~~

3074 13.3 6.13.4 Data Sharing.

3075 13.3.1 When determined by the Department that sharing of confidential data will
3076 occur with the Qualified Vendor, the Qualified Vendor ~~shall~~Shall complete
3077 the ADESDepartment Data Sharing Request Agreement and submit the



3078 completed Agreement to the DES ~~Program Designated Staff~~ program
3079 designated staff prior to any work commencing or data shared. A separate
3080 Data Sharing Request Agreement ~~shall~~ Shall be required between the
3081 Qualified Vendor and each DES Program sharing confidential data. The
3082 Data Sharing Request Agreement form ~~may be found in Section 9 as~~
3083 “Attachment E” is available from the Department of Economic Security,
3084 Information Risk Management.

3085 13.4 ~~6.13.5~~ Participation in Boycott of Israel.

3086 13.4.1 If the Applicant or Qualified Vendor is a Company as defined in A.R.S.
3087 §35-393, it warrants it is not currently engaged in a boycott of Israel as
3088 defined by A.R.S. § 35-393.01. described A.R.S. §§35-393 et seq. and
3089 will refrain from any such boycott for the duration of this Contract.

3090 13.4.2 The Participation in Boycott of Israel Disclosure form is required as an
3091 attachment. Applicants will be evaluated based on whether this disclosure
3092 has been completed.

3093