



**SECTION 9**

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**ATTACHMENT 7-D**

**DEVELOPMENTAL HOME SUBCONTRACT**

**Summary of Changes**

Please review the document carefully for all changes.

The following document (Developmental Home Subcontract) replaces the previous version (Developmental Home Third Party Agreement).

Changes have been incorporated in this document to conform with the language and updates incorporated into the applicable services specifications for Development Home service delivery.

DRAFT FOR PUBLIC COMMENT

**ATTACHMENT ~~F-7-D~~**

**DEVELOPMENTAL HOME ~~THIRD PARTY AGREEMENT~~ SUBCONTRACT**

~~ARIZONA DEPARTMENT OF ECONOMIC SECURITY DIVISION OF  
DEVELOPMENTAL DISABILITIES~~

~~DEVELOPMENTAL HOME THIRD PARTY AGREEMENT~~

~~This Agreement is between the Arizona Department of Economic Security (the “Department” or “DES”),~~

~~Division of Developmental Disabilities (the “Division” or “~~

~~Description: Since 2005, DES DDD”), has secured Long Term Services and Supports (LTSS) from provider agencies through the Qualified Vendor, and the Agreement (QVA or contract) under A.A.C. R6-6-2101 et al. This Subcontract is intended for use between Qualified Vendors contracted to provide developmental home services to individuals, and licensed Developmental Home Provider(s). This Agreement Subcontract is effective on the date of the last date of signature and shall Shall terminate upon the termination of the Qualified Vendor Agreement, as amended by mutual agreement of all parties, or on or upon termination of the Developmental Home Provider License, or by request of either party in the context of terminating the QVA or terminating or transferring the Developmental Home License. This Agreement Subcontract applies to Habilitation, Vendor Supported Developmental Home (Child and Adult) and Room and Board, Vendor Supported Developmental Home (Child and Adult). This Agreement when executed) services. Developmental Home Providers contracted with Qualified Vendors under this Subcontract provides the basis for Provider Indemnity Program (PIP) coverage pursuant to Arizona Revised Statutes (A.R.S.) § 41- 621(B).~~

~~Program (“PIP”) coverage pursuant to Arizona Revised Statutes (“A.R.S.”) § 41621(B). See page 9 of this agreement for more information on PIP.~~

<del>Qualified Vendor Name</del>	<del>FEI Number</del>	<del>Site Code</del>
<del>Developmental Home Provider Name<sup>1</sup></del>	<del>SSN or FEI</del>	

<sup>1</sup>~~The Developmental Home Provider Name must match the name listed on the Developmental Home License issued by the Division’s Office of Licensing, Certification, and Regulation (“OLCR”)~~

~~Signatures to Agreement:~~

<del>Signature of Developmental Home Provider Signatory</del>	<del>Date</del>
<del>Signature of Developmental Home Provider Secondary</del>	<del>Date</del>



Signature of Qualified Vendor	Date
Signature for The Division of Developmental Disabilities	Date

31 ~~I. The Qualified Vendor for Vendor Supported Developmental Home (Child and Adult) Services shall:~~

32 ~~A. Enter into a subcontract with the Developmental Home Provider for the provision of~~  
33 ~~Developmental Homes services under the Qualified Vendor Agreement. The subcontract shall~~  
34 ~~incorporate by reference the Qualified Vendor Agreement. The Qualified Vendor shall provide~~  
35 ~~copies of the subcontract relating to the provision of Developmental Homes service(s) to the~~  
36 ~~Division upon request. The Qualified Vendor shall be legally responsible for Agreement~~  
37 ~~performance. The subcontract may not operate to terminate or limit the legal responsibility of~~  
38 ~~the Qualified Vendor to assure that all activities carried out by the Developmental Home Provider~~  
39 ~~conform to the requirements of the Qualified Vendor Agreement.~~

40 ~~B. Share all known unprivileged information about each member with the Developmental Home~~  
41 ~~Providers.~~

42 ~~C. Provide the Developmental Home Providers, at the time of each member's placement or within~~  
43 ~~five (5) working days, the member's placement packet which includes written planning~~  
44 ~~documents [e.g., Individual Support Plan ("ISP")], Behavior Plans, and other pertinent~~  
45 ~~information such as confidential information on health, education, and social aspects of the~~  
46 ~~member.~~

47 ~~D. Assist in developing a planning document for each member with the involvement of the~~  
48 ~~Developmental Home Provider(s).~~

49 ~~E. Assess progress toward achievement of the member's planning document outcomes with~~  
50 ~~participation of the Developmental Home Providers(s).~~

51 ~~F. Arrange or facilitate access to services to meet each member's needs.~~

52 ~~G. Advise and assist each member and other people important to the member to understand the~~  
53 ~~nature of a developmental home placement.~~

54 ~~H. Facilitate and assist each member in maintaining relationships with the member's family and~~  
55 ~~other people important to the member.~~

56 ~~I. Work with the Developmental Home Provider's schedule to facilitate visitation with each~~  
57 ~~member's family and other people important to the member.~~

58 ~~J. Work with the Developmental Home Provider(s) toward meeting the needs of each member.~~

59 ~~K. Be available to provide assistance in emergencies for the member.~~

60 ~~L. Provide monthly in person consultation and supports to the developmental home provider to~~  
61 ~~support the needs of the individual placement; this may include but not be limited to~~



- 62 ~~programmatic support, and monthly developmental home provider support groups. Work~~  
63 ~~cooperatively with all entities for continuity of services for the member. All direct service~~  
64 ~~providers must meet Arizona Health Care Cost Containment System (“AHCCCS”)~~  
65 ~~registration/Department certification requirements.~~
- 66 ~~M. Work cooperatively with all entities for continuity of services for the member(s).~~
- 67 ~~N. Play an active role in ensuring that services with other involved entities, including day treatment~~  
68 ~~and training providers, health care providers, and schools are coordinated to meet the needs of~~  
69 ~~the member(s) served.~~
- 70 ~~O. Develop and implement strategies for recruitment, training, home studies and recommendation~~  
71 ~~for licensing or certification, and re-licensing or re-certification of homes, and methods for~~  
72 ~~monitoring and retention of homes that protect the physical, emotional, and mental well-being~~  
73 ~~of the member(s).~~
- 74 ~~P. As needed, participate and cooperate with the Developmental Home Provider(s) and the~~  
75 ~~Department for the development and implementation of Corrective Action Plans.~~
- 76 ~~Q. Provide or arrange for training to developmental home providers as approved by the Division~~  
77 ~~and as outlined in the Provider Manual. In addition to the above, for Child Developmental~~  
78 ~~Homes, the training curriculum shall meet the standards required by the Arizona Department of~~  
79 ~~Child Safety (ADCS) for foster care licensure. The child welfare training must be delivered by~~  
80 ~~an individual certified by the ADCS to provide this training.~~
- 81 ~~R. Establish, support, and maintain licensed/certified developmental homes to meet the needs of~~  
82 ~~member(s).~~
- 83 ~~S. Conduct new placement visits, home visits, annual renewal visit and document in Quick Connect~~  
84 ~~as listed in the Developmental Home Services policy located in the Provider Manual.~~
- 85 ~~T. Assist the member’s planning team in assessing the referred member for an appropriate match~~  
86 ~~with the licensed developmental home and participate in the development of the planning~~  
87 ~~document.~~
- 88 ~~U. Facilitate the completion of this Agreement.~~
- 89 ~~V. Ensure that each developmental home site is documented in Section 5—Administrative &~~  
90 ~~Service Sites section of the Division’s Qualified Vendor Contract System (“QVC”). Each~~  
91 ~~physical location shall be documented and updated as necessary to ensure the information is~~  
92 ~~current and accurate.~~
- 93 ~~W. Not release a Developmental Home Provider to another Qualified Vendor if the home is under~~  
94 ~~a Corrective Action Plan unless all parties (the Developmental Home Provider, both Qualified~~  
95 ~~Vendors, and the Department) agree in a signed and dated written document.~~
- 96 ~~X. Cooperate with other Qualified Vendors in transferring the Developmental Home Provider’s~~  
97 ~~license by sharing licensing information with the new vendor and releasing licensing records~~  
98 ~~(with appropriate consent from the Developmental Home Provider) to the new vendor.~~



~~Y. The Qualified Vendor cannot develop any other requirements or conditions for the Developmental Home Provider beyond the requirements listed in the subcontract agreement.~~

**H. The Developmental Home Provider(s) shall:**

~~A. Assist the member(s) in developing knowledge and skills to be a member of his/her community based on his/her own choices.~~

~~B. Provide training and supervision for the member(s) to increase or maintain his/her selfhelp, socialization, and adaptive skills to reside and participate successfully in his/her own community.~~

~~C. Assist the member in developing positive relationships.~~

~~D. Provide opportunities for member(s) to interact socially with the developmental home provider, their own family, friends, and the community, including providing information regarding and facilitating access to community resources.~~

~~E. Assist the member(s) in achieving and maintaining a quality of life that promotes the member's vision for the future and priorities.~~

~~F. As identified in the member's planning document, ensure the Development Home Provider provide a broad array of support services such as:~~

~~1. Assistance and training related to personal and physical needs and routine daily living skills;~~

~~2. Implementing strategies to address behavioral concerns about the member, assist the Planning Team in developing behavior intervention programs, and coordinating with behavioral health programs to ensure proper review of medication treatment plans;~~

~~3. Ensuring that the health needs of the member are being met, including providing follow-up as requested by the member's Primary Care Provider ("PCP") or medical specialist;~~

~~4. Implementing all therapeutic recommendations including speech, occupational, and physical therapy and assisting members in following special diets, exercise routines, or other therapeutic programs recommended by a licensed professional;~~

~~5. Mobility training, alternative, or adaptive communication training;~~

~~6. Providing appropriate support and supervision to meet the member's individual needs;~~

~~7. Opportunities for training and/or practice for the member in basic life skills such as shopping, banking, money management, access and use of community resources, and community engagement survival skills.~~

~~8. Play an active role in ensuring that services with other involved entities, including day treatment and training providers, health care providers, and schools, are coordinated to meet the needs of the member(s) served.~~



132 ~~G. Assist the member in developing, maintaining, or enhancing independent functioning skills in~~  
133 ~~sensorimotor areas, cognition, personal grooming, hygiene, dressing, eating, toileting, self-~~  
134 ~~medication and first aid, recognizing symptoms of illness, and preventing accidents and~~  
135 ~~illnesses.~~

136 ~~H. Assist each member in developing methods of starting and maintaining friendships of his/her~~  
137 ~~choice, as well as appropriate assertiveness, social skills, and problem-solving abilities for use~~  
138 ~~in daily interactions.~~

139 ~~I. Provide or arrange for transportation to support the member in all daily living activities, e.g., day~~  
140 ~~treatment and training, employment situation, medical appointments, visits with family and~~  
141 ~~friends, and other community activities. Promote, as appropriate, the member's acquisition of~~  
142 ~~skills necessary to access community transportation resources. J. Provide room and board.~~

143 ~~K. As needed, the Developmental Home Provider will participate and cooperate with the Qualified~~  
144 ~~Vendor and the Department for in the development and implementation of Corrective Action~~  
145 ~~Plans.~~

146 ~~L. Ensure that the Developmental Home Provider(s) job, profession, or other obligations do not~~  
147 ~~conflict with or limit appropriate supervision of the member. The Developmental Home Provider~~  
148 ~~is responsible for the member on a 24-hour a day, 7-day a week, 365-day a year basis (allowing~~  
149 ~~for school, day programs, and respite).~~

150 ~~IV. Division of Developmental Disabilities Qualified Vendor Supported Developmental Home (Child and~~  
151 ~~Adult) Terms and Conditions~~

152 ~~1. A. Definitions~~

153 ~~a. AHCCCS – Arizona Health Care Cost Containment System as established by~~  
154 ~~Arizona Revised Statutes (A.R.S.) § 36-2901 et seq. and defined by Arizona~~  
155 ~~Administrative Code (A.A.C.) R9-22-101(B).~~

156 ~~b. ALTCS – Arizona Long Term Care System as authorized by A.R.S. § 36-2932.~~

157 ~~c. Arizona Administrative Code (A.A.C.) – State regulations established pursuant~~  
158 ~~to relevant statutes.~~

159 ~~d. Arizona Revised Statutes (A.R.S.) – Codified laws of the State of Arizona or as~~  
160 ~~May be amended.~~

161 ~~e. Developmental Home Provider – A current licensee holder who provides either~~  
162 ~~Adult Developmental Home or Child Developmental Home services as defined~~  
163 ~~by A.R.S. § 36-551 or a Child Developmental Certified Home as defined by~~  
164 ~~A.R.S. § 8-501.~~

165 ~~f. Division or DDD – Means the Division of Developmental Disabilities within the~~  
166 ~~Department of Economic Security. References to rules, policies, or procedures~~  
167 ~~of the Division shall be interpreted to include all rules, policies, and procedures~~  
168 ~~of the Department.~~

169 ~~g. Health Insurance Portability and Accountability Act (HIPAA) – The Health~~  
170 ~~Insurance Portability and Accountability Act of 1996 (Pub. L. 104-109) is a~~  
171 ~~federal law that requires standards to protect sensitive patient health~~



172 information from being disclosed without the patient’s consent or knowledge.  
173 These rules protect the privacy of Protected Health Information (PHI) in any  
174 form and safeguard the confidentiality, integrity, and availability of any  
175 Electronic PHI (ePHI).

176 h. Home and Community Based Services (HCBS) – Services as defined in A.R.S.  
177 §36-2931 and A.R.S. §36-2939(B) and as referenced in A.A.C. R6-6-1501(9).

178 i. Long Term Services and Supports (LTSS) – Services and supports provided to  
179 Members of all ages who have functional limitations and/or chronic illnesses  
180 that have the primary purpose of supporting the ability of the Member to live or  
181 work in the setting of their choice, which May include the individual’s home, a  
182 provider-owned or controlled residential setting, a nursing facility, or other  
183 institutional setting [42 CFR 438.2].

184 j. Qualified Vendor – A provider of Community Developmental Disability Services  
185 that has applied for Qualified Vendor status, meets the criteria for Qualified  
186 Vendor status, and has entered into a Qualified Vendor Agreement with the  
187 Department.

188 k. Qualified Vendor Agreement (QVA) - The legal, binding document between the  
189 Department and a Qualified Vendor describing the services the Qualified  
190 Vendor is qualified to provide and the terms and conditions governing the  
191 relationship between the Department and the Qualified Vendor including any  
192 amendments, attachments, schedules, or exhibits

193 l. Responsible Person – Means the parent or guardian of a minor with a  
194 developmental disability, the guardian of an adult with a developmental  
195 disability or an adult with a developmental disability who is a client or an  
196 applicant for whom no guardian has been appointed (A.R.S. §36-551, 37).

## 197 2. General Requirements

### 198 a. Implied Subcontract Terms.

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

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

### 203 b. Subcontract Order of Precedence.

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

206 i. This Subcontract,

207 ii. Qualified Vendor Agreement

208 a.c. Compliance ~~Withwith~~ Applicable Laws. –The materials and services  
209 supplied under this ~~Agreement shall~~Subcontract Shall comply with all applicable  
210 Federal, State and local laws, and the Developmental Home Provider ~~shall~~Shall  
211 maintain all applicable licensing, certification and permit requirements.

212 d. Specified Applicable Laws: In addition to requirements within the QVA, the  
213 Developmental Home Provider Shall comply with the following.



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- i. In accordance with A.R.S. § 36-557 ~~(Purchase of community developmental disabilities services; application; contracts; limitation), as applicable, all members(E)(4) all Members~~ who receive Agreement services ~~shall under this Subcontract Shall~~ have all of the same specified rights as they would have if enrolled in a service program operated directly by the State.
- ii. Nothing in this ~~Agreement shall~~ Subcontract Shall be construed as a waiver of a Native American tribe's sovereign immunity. ~~Nothing shall~~ Shall be construed as a Native American tribe's consent to be sued or as consent by a Native American tribe to jurisdiction of any State Court.
- iii. The Developmental Home Provider ~~shall~~ Shall comply with the requirements related to reporting to a peace officer or consumer protective services incidents of crimes against children or vulnerable adults as specified in A.R.S. §§ 13-3620, 46-454, and 46-457.

~~1. The Developmental Home Provider shall comply with Public Law ("P.L.") 101-121, Section 319 [21 United States Code ("U.S.C.") section 1352] (as may be amended) and 29 Code of Federal Regulations ("C.F.R.") Part 93 (as may be amended) which prohibit the use of Federal funds for lobbying and which state, in part: Except with the express authorization of Congress, the Developmental Home Provider shall not utilize any Federal funds under the terms of this Agreement to solicit or influence, or to attempt to solicit or influence, directly or indirectly, any member of Congress regarding pending or prospective legislation. Native American tribes, tribal organizations, and any other Native American organizations are exempt from these lobbying restrictions with respect to expenditures that are specifically permitted by other Federal law.~~

- iv. ~~The Developmental Home Provider shall~~ Shall only provide services that are specified on the license issued by the ~~"Division"~~ Department or the Arizona Department of Child Safety (ADCS). ~~This includes the type of service or program, and the number, gender, and ages of members~~ Members the Developmental Home Provider(s) ~~may~~ May receive for care.
- v. The Developmental Home Provider ~~shall~~ Shall not accept referrals or provide Developmental Home services until the Developmental Home Provider has first obtained all required licenses, ~~permits certifications, and an Agreement is signed by the Department approving the Developmental Home Provider to accept referrals or provide Developmental Home service~~ certifications, and permits.
- vi. The Developmental Home Provider ~~shall~~ Shall take proper safety and health precautions to protect the ~~member~~ Member(s), the public and the property of the Developmental Home Provider.

~~B. Fingerprinting. The provisions of the Arizona Administrative Code, Title 6, Chapter 6, Articles 10, 11 and 15, are incorporated into this Agreement in their entirety.~~

b.e. Central Registry. ~~The provisions of A.R.S. § 8-804 (as may be amended)~~ are hereby incorporated in its entirety as provisions of this Agreement.





258 Subcontract. The term “juvenile” in A.R.S. § 8-804 ~~shall~~Shall also mean  
259 “vulnerable adult” as defined in A.R.S. § 13-3623 ~~(as may be amended).~~;

260 e.f. Insurance. - The Developmental Home Provider is insured pursuant to A.R.S. §§  
261 41-621 and 35-154 *et seq.* and this signed ~~Agreement~~Subcontract.

262 i. ~~Non-Discrimination.~~ ~~The Developmental Home Provider shall~~The Provider  
263 Indemnity Program, better known as PIP, is an insurance program  
264 developed by the State which provides liability coverage for individual  
265 providers while caring for a State client, and acts of clients that result in  
266 damage to their property or to third parties. There is no charge to the  
267 individual Developmental Home Provider for this coverage because PIP  
268 is funded by the State of Arizona. While PIP is not designed to meet all  
269 of the insurance needs an individual provider May require, PIP can  
270 respond to certain losses when an individual provider has been found  
271 negligent while providing necessary care to a client as part of the  
272 services which are required.

273 ii. Each individual Developmental Home Provider Should check with  
274 his/her insurance agent to make sure that all other insurance needs are  
275 covered. Information regarding PIP May be found at the Arizona  
276 Department of Administration, Risk Management Division’s website.

277 d.g. ~~Non-Discrimination.~~ The Developmental Home Provider Shall comply  
278 with State Executive Order No. 2009-09 and all other applicable Federal and  
279 State laws, rules, and regulations, including the ~~Americans~~Americans with  
280 Disabilities Act. -The Developmental Home Provider ~~shall~~Shall comply with Title  
281 VI of the Civil Rights Act of 1964, which prohibits the denial of benefits of or  
282 participation in contract services on the basis of race, color, or national origin.  
283 The Developmental Home Provider ~~shall~~Shall comply with the requirements of  
284 Section 504 of the Rehabilitation Act of 1973, as amended, which prohibits  
285 discrimination on the basis of disability, in delivering contract services; and with  
286 Title II of the Americans with Disabilities Act, and the Arizona Disability Act,  
287 which prohibit discrimination on the basis of physical or mental disabilities in  
288 the provision of contract programs, services and activities.

289 e.h. ~~Records.~~ -Under A.R.S. §§ 35-214 and 35-215, the Developmental  
290 Home Provider ~~shall~~Shall retain all data and other ~~records (“records”)~~Records  
291 (Records) relating to the acquisition and performance of the  
292 ~~Agreement~~Subcontract for a period of five (5) years after the completion of the  
293 ~~Agreement or if subject to Health Insurance Portability & Accountability Act (“HIPAA”),~~  
294 ~~which requires a period of six (6) years after the completion of the Agreement.~~  
295 Subcontract. All ~~records shall~~Records Shall be subject to inspection and audit by  
296 the ~~State~~Qualified Vendor or the Department at reasonable times. -Upon  
297 request from either the Qualified Vendor or the Department, the Developmental  
298 Home Provider ~~shall~~Shall produce a legible copy of any or all such  
299 ~~records~~Records.

300 f.i. ~~Third Party Antitrust Violations.~~ -The Developmental Home Provider assigns to  
301 the ~~State~~Department any claim for overcharges resulting from antitrust  
302 violations to the extent that those violations concern material or services  
303 supplied by third parties to the Developmental Home Provider, toward

fulfillment of this ~~Agreement~~Subcontract.

~~g.i.~~ Code of Conduct. -The Developmental Home Provider shall:

- i. Represent themselves, their credentials, and their relationships accurately to ~~members~~Members and others in the community;
- ii. Participate as appropriate in the Member's planning process, including the implementation of plan objectives;
- iii. Maintain ~~member~~Member privacy and confidential information in conformity with Federal and State law, rule, and Department policy;

~~1. — Ensure that all individuals who participate in this Agreement have been trained and have affirmed their understanding of Federal and State law, rule and policy regarding confidential information;~~

- iv. ~~Ensure that members~~Ensure that Members receiving service are safely supervised and accounted for;
- v. Act in a professional manner, honor commitments, and treat ~~members~~Members and families with dignity and respect;

~~2. — Display a positive attitude;~~

- vi. ~~Have~~Exercise absolute zero tolerance for the following: sexual activity with ~~members~~Members and ~~family members~~Family Members; employ authority or influence with ~~member~~Member and families for the benefit of a third party; exploit the ~~member's~~Member's trust in the Developmental Home Provider; or accept any commission, rebates, or any other form of remuneration except for payments by the Qualified Vendor.

~~h.k.~~ Advising or Advocating on Behalf of a Member. -The Developmental Home Provider ~~shall~~Shall comply with the requirements under 42 C.F.R. § 438.102 and the intergovernmental agreement between the ~~Division~~Department and the Arizona Health Care Cost Containment System Administration (~~"AHCCCS"~~)(AHCCCSA). The ~~Division may~~Department May not prohibit, or otherwise restrict, a provider acting within the lawful scope of practice, from advising, or advocating on behalf of a ~~member~~Member who is authorized to receive services from the provider for the following:

- i. The ~~member's~~Member's health status, medical care, or treatment options including any alternative treatment that ~~may~~May be self-administered.
- ii. Any information the ~~member~~Member needs in order to decide among all relevant treatment options.
- iii. The risks, benefits, and consequences of treatment or no treatment.
- iv. The ~~member's~~Member's right to participate in decisions regarding his or her health care, including the right to refuse treatment, and to express preferences about future treatment decisions.

~~i.l.~~ Address Confidentiality Program. -The Developmental Home Provider ~~shall~~Shall comply with the requirements of Arizona Address Confidentiality Program, A.R.S. § 41-161 *et seq.* -The Department will advise the Qualified Vendor as to

345 applicable policies and procedures the Department has adopted for such  
346 compliance.

347 j.m. Limited English Proficiency. -The Developmental Home Provider  
348 ~~shall~~**Shall** ensure that all services provided are culturally relevant and  
349 linguistically appropriate to the population to be served following Department  
350 Policy, Limited English Proficiency (LEP), DES 1-01-34 and any subsequent  
351 revisions.

352 k.n. Warranty of Services. -The Qualified Vendor and the Developmental  
353 Home Provider, by execution of this AgreementSubcontract, warrants that it has  
354 the ability, authority, skill, expertise, and capacity to perform the services  
355 specified in the AgreementSubcontract.

356 l.o. Certification of Truthfulness of Representation. -By signing this  
357 AgreementSubcontract, the Qualified Vendor and the Developmental Home  
358 ~~Operator~~Provider certifies the following:

- 359 i. That all representations set forth herein are true to the best of its  
360 knowledge; and
- 361 ii. That it will maintain all representations, comply with all covenants, and  
362 perform all duties throughout the term of the AgreementSubcontract.

363 **END OF AGREEMENT**

## 364 **Provider Indemnity Program**

365 *The Provider Indemnity Program, better known as PIP, is an insurance program developed by the State which*  
366 *provides liability coverage for individual providers while caring for a State client, and acts of clients that result*  
367 *in damage to their property or to third parties. There is no charge to the individual provider for this coverage*  
368 *because PIP is funded by the State of Arizona. While PIP is not designed to meet all of the insurance needs an*  
369 *individual provider may require, PIP can respond to certain losses when an individual provider has been found*  
370 *negligent while providing necessary care to a client as part of the services which are required under the four*  
371 *covered programs.*

372 *Each individual provider should check with his/her insurance agent to make sure that all other insurance needs*  
373 *are covered. Information regarding PIP may be found at:*

374 3. <https://staterisk.az.gov/insurance/provider-indemnity-program> **Scope of Work.** Under this  
375 Subcontract the Developmental Home Provider Shall adhere to and comply with  
376 applicable service specifications including:

### 377 Outcomes

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

### 381 Goals



382 b. Developmental Home Provider Shall support the Member, in accordance with  
383 their Planning Document, to develop skills for independent living in their home,  
384 including adaptive and self-determination skills, while offering supervision and  
385 assistance to assure their health and safety.

386 c. Developmental Home Provider Shall support the Member, in accordance with  
387 their Planning Document, to socialize with their roommates, their family, their  
388 friends, and community Members, including providing information and access  
389 to community resources and opportunities for community participation.

390 Objectives

391 The Developmental Home Provider, as applicable, Shall ensure that the following  
392 objectives are met:

393 1. Identify and respect the Members cultural, racial or ethnic, linguistic, sexual  
394 orientation, and spiritual needs.

395 2. Provide services according to Member's preferences and needs, that  
396 recognizes their strengths and promotes independence.

397 3. Offer support that is appropriate for the Member's age and that addresses  
398 typical life experiences such as developing friendships, human sexuality and  
399 relationships, exploring recreation activities of interest, using social media and  
400 technologies, getting around in the community independently, seeking post-  
401 secondary education or skill building opportunities, engaging in civic life, finding a  
402 career, seeking leadership or advocacy opportunities, moving, finding and  
403 developing relationships, parenthood, or transition into retirement.

404 4. Provide room and board and support the Member to take on an active role in  
405 directing their home.

406 5. Be responsible for providing support and supervision aligned with the Member's  
407 needs, as documented in their Planning Document, twenty-four (24) hours per day,  
408 seven (7) Days a week, which May include school, day programs, respite, and  
409 other support to be coordinated by the Developmental Home Provider in  
410 collaboration with the Qualified Vendor. Jobs or other obligations of the  
411 Developmental Home Provider May not conflict with or limit appropriate support  
412 and supervision needed by the Member.

413 6. Procure respite when needed for of a maximum of 600 hours per year, based  
414 on the needs of the Developmental Home Provider and Member to ensure that the  
415 Developmental Home Provider receives adequate services to support the Member.

416 7. Assist the Member in achieving and maintaining a quality of life that promotes  
417 the Member's vision for the future and priorities.

418 8. Support the Member with activities that they, and the responsible Person, if  
419 applicable, have decided they need help with or that are documented in their  
420 Planning Document, such as:

421 a. Using specific teaching strategies to achieve identified Outcomes;

422 b. Supporting Members in developing relationships of their choice, including  
423 enhancing social skills, confidence, and problem solving for daily interactions,



424 along with providing active support, when needed, for Members to socialize with  
425 roommates and family;

426 c. Provide opportunities for Members to interact socially with the Developmental  
427 Home Provider, their own family, friends, and the community;

428 d. Supporting Members to make informed self-determined choices about their  
429 home and community lives;

430 e. Provide training and supervision for Members to increase or maintain self- help  
431 and adaptive skills to live in and participate successfully in their communities;

432 f. Implementing strategies to facilitate social and recreational activities that do not  
433 regiment, individual initiative, autonomy, and independence in making life  
434 choices including but not limited to, daily activities, physical environment, and  
435 with whom to interact;

436 g. Provide opportunities for Members to participate in a range of community  
437 activities and use community resources;

438 h. Assist Members to develop the knowledge and skills needed to be a valued  
439 Member of their community based on their own choices;

440 i. Practicing daily living and independent functioning skills such as using a smart  
441 phone, using technology, shopping, using money, cooking, cleaning, self-care,  
442 monitoring and addressing emotional well-being, using community resources,  
443 navigating their community, using public/community transportation, self-  
444 medication, and first aid;

445 j. Assistance and training for personal, physical, mobility, or augmentative  
446 alternative communication needs;

447 k. Implementing positive behavior support strategies, developing behavior  
448 intervention plans with the Planning Team, and coordinating with behavioral  
449 health programs for proper implementation of plans and for review of  
450 medication treatment plans when needed;

451 l. Ensuring that the Member's health needs are met, including providing follow up  
452 as requested by the Member's primary care provider or medical specialist;

453 m. Providing or arranging transportation, as necessary, for community or Planning  
454 Document related activities, including transportation to employment, day  
455 treatment and training, medical appointments, visits with family and friends,  
456 school when necessary, and other community activities.

457 i. Other reasonable transportation within the community is also the responsibility  
458 of the Developmental Home Provider including fees associated with the  
459 transportation. If a Member chooses to use public transportation instead, and  
460 the choice is documented in the planning document and public transportation  
461 fees are the responsibility of the Member.

462 n. Implementing all therapeutic recommendations including speech, occupational,  
463 and physical therapy, and assisting Members in following special diets, exercise  
464 routines, or other therapeutic plans;

465 o. Providing appropriate support and general supervision to meet the Member's  
466 needs;

467 p. Provide companion care by transporting and/ or accompanying to medical  
468 appointments and assisting with personal care needs and/or supervision during  
469 an appointment that a medical practitioner is unable to provide; and



- 470 g. Identifying and referring for issues that require social intervention (e.g., food  
 471 insecurity, unsafe housing, needed interventions or medical care, neglect,  
 472 abuse).  
 473 r. Play an active role in ensuring that services with other involved entities,  
 474 including day services, health care providers, schools, and Vocational  
 475 Rehabilitation are coordinated to best meet the Member's needs.  
 476 s. Adhere to and comply with the requirements for service delivery as outlined in  
 477 this QVA.  
 478 t. Comply with oversight and monitoring activities performed by the Department  
 479 and the Qualified Vendor to ensure compliance with the QVA, compliance with  
 480 the Subcontract, and maintenance of proper certification.  
 481 u. Participate and cooperate with the Department, as needed, in the development  
 482 and implementation of corrective action plans.

483  
484 Other

485 The Developmental Provider Shall obtain copies from the Qualified Vendor of  
 486 the following services specifications:

- 487 a. Habilitation, Vendor Supported Developmental Home (Child and Adult), and  
 488 b. Room and Board, Vendor Supported Developmental Home (Child and Adult).  
 489 c. The Scope of Work of this Subcontract May be amended by the Qualified  
 490 Vendor and Developmental Home Provider. Any additional requirements or  
 491 duties May not encompass less requirements that those outlined previously in  
 492 this Subcontract.

493 **4. Signatures**

<u>1. Qualified Vendor Name</u>	<u>2. FEI Number</u>	<u>3. Site Code</u>
<u>4. Developmental Home Provider Name<sup>1</sup></u>	<u>5. SSN or FEI</u>	<u>6. License Number</u>
<u>7. Developmental Home Provider Name Secondary<sup>1</sup></u>	<u>8. SSN or FEI</u>	
<u>9. Signature of Developmental Home Provider</u>		<u>10. Date</u>
<u>11. Signature of Developmental Home Provider Secondary</u>		<u>12. Date</u>
<u>13. Signature of Qualified Vendor Signatory</u>		<u>14. Date</u>