

1
2 **CHAPTER 71 LIFE SAFETY INSPECTION**

3 EFFECTIVE DATE: xx/xx/xxxx

4 REFERENCES: 6 A.A.C. 18

5 **PURPOSE**

6 This policy applies to Providers and how they apply it to Developmental
7 Homes, Therapy Services, Day Service Settings, Group Supported
8 Employment Services, Center Based Employment Services, and Respite
9 Service Settings. The purpose of this policy is to clarify the Division's
10 Life-Safety Inspection (LSI) standards to ensure services are provided in a
11 safe and healthy environment.

12 **DEFINITIONS**

- 13 1. "Adequate heating and cooling" means the setting having an
14 ambient temperature of between 65-85 degrees and the setting
15 not having stagnant air.
- 16 2. "Care Provider" means a person licensed or certified to provide
17 care or supervision in a home or program that is regulated by
18 OLCR.
- 19 3. "Developmental Home" means Adult Developmental Home, Child
20 Developmental Home, or Child Developmental Certified Home.

4. "Firearm" means a handgun, pistol, revolver, rifle, shotgun, or other weapon that is designed to expel a projectile by the action of an explosive.
5. "Hazard" means a condition or situation that may cause or result in physical injury or illness to a child or vulnerable adult.
6. "HCBS" or "Home and Community-based Services" as defined in R6-6-1501, means one or more of the following services provided to Members:
 - a. Attendant Care,
 - b. Day Treatment and Training for Children or Adults,
 - c. Habilitation,
 - d. Home Health Aide,
 - e. Home Health Nurse,
 - f. Hospice Care,
 - g. Housekeeping-Chore/Homemaker,
 - h. Non-Emergency Transportation,
 - i. Occupational Therapy,
 - j. Personal Care,
 - k. Physical Therapy,

- l. Respiratory Therapy,
 - m. Respite services,
 - n. Speech/Hearing Therapy,
 - o. Supported Employment,
 - p. Other comparable services as approved by the AHCCCS Director.
7. “Highly toxic substances” means gasoline, lighter fluid, pesticides, radiator fluid, drain cleaner, ammonia, bleach, spray paint, turpentine and other substances that can cause serious bodily harm or death if improperly used.
8. “Household cleaning supplies” means substances that are not intended for ingestion, but generally will not cause serious bodily harm or death if improperly used.
9. “Individual Receiving Care” means a child or adult who receives services or is eligible for the services listed at the beginning of Article 7 (R6-18-701).
10. “License” means the non-transferable document granted by the Division that permits a Licensee to operate a Developmental Home within the parameters as required by the Division.

11. "Life-Safety Inspection" or "LSI" means an inspection of the premises by OLCR to verify compliance with standards intended to safeguard children and vulnerable adults from fire hazards and other hazardous conditions.
12. "Lock" means a device operated by a key, combination, magnet, or keycard to safeguard medications, swimming pools, and highly toxic substances.
13. "Major Appliances" means refrigerators, freezers, microwaves, dishwashers, stoves, ovens, washers, and dryers.
14. "Medication" means both prescription and over-the-counter remedies approved as drugs by the U.S. Food and Drug Administration (FDA).
15. "Member" means the same as "Client" as defined in A.R.S. § 36-551.
16. "Mid-sized Appliances" means computers, televisions, and stereo equipment.
17. "Mobile Home" means a trailer that is mounted on wheels or a platform with utility connections exposed under the trailer.
18. "Office of Licensing, Certification, and Regulation" or "OLCR"

means an office based in the Arizona Department of Economic Security's Division of Developmental Disabilities that is responsible for licensing providers and certifying many DDD vendors and other contractors that provide services for individuals with developmental disabilities.

19. "Planning Document" means a written plan developed through an assessment of functional needs that reflects the services and supports, paid and unpaid, that are important for and important to the Member in meeting the identified needs and preferences for the delivery of such services and supports.
20. "Pool" means any natural or man-made body of water that:
 - a. Could be used for swimming, recreation, or decorative purposes;
 - b. Is greater than 18 inches in depth; and
 - c. Includes swimming pools, spas, hot tubs, fountains, and fish-ponds.
21. "Qualified Vendor" means a provider of community developmental disability services that has applied for Qualified Vendor status, meets the criteria for Qualified Vendor status, and

has entered into a Qualified Vendor Agreement with the Department.

22. "Qualified Vendor Agreement" or "Qualified Vendor" means the valid, executed contract between the Department and a Qualified Vendor describing the services the Qualified Vendor is qualified to provide and the terms and conditions governing the relationship between the Department and the Qualified Vendor including any amendments, attachments, schedules, or exhibits.
23. "Safeguard" means to take reasonable measures to eliminate the risk of harm to an individual receiving care. Where a specific method is not otherwise prescribed in this policy, safeguarding may include:
- a. Locking up a particular substance or item;
 - b. Putting a substance or item out of reach;
 - c. Erecting a barrier that prevents an individual receiving care from reaching a particular place, item, or substance; or
 - d. Providing supervision.
24. "Setting" means the home or building used to provide care or supervision and the surrounding property and buildings that are

- owned, leased, or controlled by the care-provider.
25. "Skirting" means the barrier around the base of a mobile home that is intended to protect utility connections from damage or unauthorized access.
 26. "Slip-resistant Surface" means the flooring that provides friction to help prevent falls when the surface is wet. A slip resistant surface may be achieved by rippling or corrugating the surface, applying textured strips, installing a secured carpet, using rubber mats, or other similar measures.
 27. "Stagnant Air" means air that has no movement or velocity and has not been refreshed.
 28. "Trigger Locked" means a firearm has been rendered temporarily or permanently inoperable by blocking the firing or discharge mechanism for the firearm with a locked device.
 29. "Underwriters Laboratories (UL) Approved" means an electrical device bears the safety certification mark of a recognized testing laboratory, such as Underwriters Laboratories or Electro-Technical Laboratory (ETL).
 30. "Weapon" means a BB/pellet gun, bow and arrow, sword,

crossbow, stun gun, air gun, paint gun, and hunting knife.”

POLICY

A. APPLICABLE SETTING

1. The Qualified Vendor shall request the Division to conduct a Life-Safety inspection for any Setting including:
 - a. Developmental Homes,
 - b. Therapy Services,
 - c. Day Services,
 - d. Center-Based Employment,
 - f. Group Supported Employment Services, and
 - g. In-Home Respite Services in the provider's home.
2. The Qualified Vendor shall not request a Life-Safety inspection for the following:
 - a. Group Home Settings;
 - b. Supported Living Services; and
 - c. Any structures or buildings on the premises of the Setting that are rented, leased, or owned by individuals who are not affiliated with the Qualified Vendor.

B. GENERAL REQUIREMENTS FOR THE REQUEST OF LIFE-SAFETY

INSPECTION

1. When language services are required during the inspection, the Qualified Vendor shall ensure this is noted in or on the request.
2. The Qualified Vendor shall notify the Division at least 72 hours in advance if the Life-Safety Inspection needs to be canceled or rescheduled.
3. The Qualified Vendor shall review the Life-Safety Inspection Manual with the Provider prior to the scheduled appointment.

C. LIFE-SAFETY REQUEST FOR DEVELOPMENTAL HOME

1. The Qualified Vendor shall submit a Life-Safety Inspection request for a Developmental Home through QuickConnect:
 - a. At 90 days prior to submission of an initial licensing application.
 - b. At 90 days prior to submission of a renewal licensing application.
 - c. Immediately after structural changes are completed to the Developmental Home.
 - d. Prior to the installation of a Pool, the Qualified Vendor may, fill out the Life-Safety Inspection Request form

(<https://ourdes.az.gov/system/files/LCR-1033A.pdf?time=1704313603305>) and email the form to oaolcrinspect@azdes.gov for recommendations to provide a Pool safety consultation.

2. The Qualified Vendor shall ensure that a LSI is completed within six months of the submission of the licensing application, or the OLCR shall not accept the inspection.
3. The Qualified Vendor shall correct any deficiencies found during the Life-Safety Inspection prior to submission of the initial and renewal licensing application and document the date deficiencies were corrected.
4. The Qualified Vendor shall, when a Licensee moves to a new address:
 - a. Within seven days after the move, conduct an initial walk-through of the home; and
 - b. Within fourteen days after the move, request a Life-Safety Inspection from the Division.

D. LIFE-SAFETY REQUEST FOR HCBS SETTINGS OTHER THAN DEVELOPMENTAL HOMES

1. The Qualified Vendor shall submit a Life-Safety Inspection request for the HCBS Setting:
 - a. For initial request, 45 days before providing services.
 - b. For renewal request, 45 days before the previous LSI expiration.
 - c. Immediately after structural changes are made to the HCBS Setting.
 - d. Prior to the installation of a Pool, the Qualified Vendor may fill out the Life-Safety Inspection Request form (<https://ourdes.az.gov/system/files/LCR-1033A.pdf?time=1704313603305>) and email the form to oaolcrinspect@azdes.gov for recommendations to provide a Pool safety consultation.
2. The Qualified Vendor shall communicate with the Division inspectors when the deficiencies are corrected.
3. The Qualified Vendor shall request a Life-Safety Inspection from the Division:
 - a. When a HCBS Setting moves to a new address.
 - b. When a HCBS Setting changes ownership.

E. GENERAL CONDITIONS

1. The Qualified Vendor shall ensure the Division inspectors:
 - a. Have access to all closets, cabinets, rooms, sheds, and garages.
 - b. Are able to view the interior of any RV's to inspect for safety risks and individuals living in it.
 - c. Have access to a separate structure on the premises to ensure the structure meets all safety requirements if family members are residing in it, unless:
 - i. A livable area is rented to a non-family member, or
 - ii. The property has its own address.
2. The Qualified Vendor shall ensure that the interior and exterior are in good repair and free from damage that poses a hazard, including:
 - a. Broken window glass is repaired or replaced.
 - b. Large holes in walls or ceilings are repaired with new drywall.
 - c. Holes in doors that create jagged-edged surfaces are covered with a solid material or the door is replaced.

- d. Loose or broken floor tiles are secured to the floor or replaced, and weak or sagging wood floors, or floors with holes, including sub-floor structure, are repaired.
- e. Tack strips with exposed nails due to worn or missing carpet are removed in the affected area, or carpet is patched or replaced.
- f. Water leaks from the roof or plumbing observed during visual inspection of the ceiling throughout the home are repaired, which may be evidenced by invoices from contractors.
- g. Broken or damaged patio furniture that is beyond repair or unwanted are disposed of or placed aside for bulk trash removal.
- h. Yard debris like rusted metal, car parts, old appliances, etc., are removed or Safeguarded with barrier fencing.

F. SETTING CLEANLINESS

- 1. The Qualified Vendor shall ensure that the recreational areas and therapy equipment are in good repair, including:
 - a. Swing sets that can be pulled out of the ground are

- anchored with cement or anchoring kits.
 - b. Torn safety nets are removed or replaced.
 - c. Overly worn, rusted, wood-rotted, or otherwise unsafe swing sets are removed from the property.
2. The Qualified Vendor shall ensure that the Setting is clean to the degree that the condition does not constitute a hazard, including:
- a. Kitchen surfaces shall not have mold, residual food, or more than a day's dishes in the sink.
 - b. There shall be no build-up deposits of food or mold in sinks or water dispensers.
 - c. The home shall not have tripping hazards.
 - d. Inoperable appliances and vehicles and rusted metal that poses a danger or safety hazard shall be removed from the premises or safeguarded.
 - e. Trash shall be removed weekly, or more often if it has accumulated past the top of the container.
 - f. Pet waste and hair shall be removed.
 - g. Garage spaces shall be navigable, accessible, and not

constitute a fire hazard.

- h. Storage shelves and bins shall not pose a hazard due to tipping over.

G. PREVENTION OF INFESTATION

1. The Qualified Vendor shall ensure that the setting, both outside and inside, is free of insect and rodent infestation, including:
 - a. Presence of ants
 - b. Bedbugs
 - c. Termites
 - d. Roaches
 - e. Mice, rats, and similar pests
2. The Qualified Vendor shall require the provider to obtain professional intervention services when over-the-counter products cannot control an infestation.
 - a. The Qualified Vendor shall submit documentation that a professional intervention service has been completed.
 - b. If professional service is not needed, the Qualified Vendor shall contact OLCR for a follow-up inspection.

H. SAFEGUARDING HAZARDS

The Qualified Vendor shall ensure that:

- a. Highly Toxic substances and materials are Safeguarded in locked storage.
- b. Portable gas cans containing fuel are locked as a toxin, unless the can is empty.
- c. Fuel is locked in a shed or other outside storage container, but never inside the home.
- d. The locking area used to store gas is vented to prevent the build up of vapors.

I. STORAGE OF CLEANING SUPPLIES

The Qualified Vendor shall ensure that the household cleaning supplies are stored to prevent unsafe or improper use.

J. FIREARM STORAGE AND SECURITY

The Qualified Vendor shall ensure that firearms, ammunition, and other weapons are locked to prevent unsafe or improper use by verifying that:

- a. Firearms are unloaded, trigger locked, and kept in a locked storage container that is made of unbreakable material or

a soft sided case made specifically for firearms and locked to prevent opening.

- b. Ammunition is maintained in locked storage that is separate from firearms.
- c. Weapons are disabled by removing drawstrings on bows or securing with zip ties, and removing batteries or CO2 cartridges from airsoft, paintball, or pellet guns.
- d. Safes are made of wood or metal without glass panels, unless wire meshing is installed in the glass, rendering it unbreakable.
- e. Locks on the safe have a key or combination to open.
- f. All firearms are locked before they are taken in or out of the home, including law enforcement or military service weapons.
- g. Firearms, including concealed weapons, are not carried in the presence of the Member.
- h. Decorative, non-operational firearms are trigger-locked or secured to a wall or plaque.
- i. Disassembled firearms into three essential parts, which are

involved in firing the weapon, with one part locked in a separate container.

K. DOGS AND OTHER PETS

1. The Qualified Vendor shall ensure that:
 - a. All dogs older than six months have a current rabies vaccination.
 - b. Evidence of the dog's current rabies vaccination is maintained in the Setting.
 - c. Rabies vaccines are administered by a licensed veterinarian.
 - d. Animals in the setting or on the property do not pose a hazard due to behavior or disease.
 - e. Dogs are not aggressive and are approachable.
 - f. If a dog displays aggressive behavior, the dog is evaluated by two veterinarians. Based on the veterinarians' evaluation:
 - i. The dog may be removed from the home, or
 - ii. A safety plan may be required.
 - g. All dog bites are reported to the police and county Animal

Control and submitted to dddolcr@azdes.gov.

- h. Non-venomous reptiles are kept in locked containers or housing.
 - i. Venomous reptiles are not kept in the premises.
2. The Qualified Vendor shall defer to the guidance of Arizona Fish and Game Department with regard to any exotic animal.

L. BATHROOM SAFETY

The Qualified Vendor shall ensure that:

- a. Ramps and all bathtubs and showers in the home including bathtubs and showers that are not used by the Members, have slip-resistant surfaces.
- b. Handrails and grab-bars are securely attached and stationary.

M. MOBILE HOMES

The Qualified Vendor shall ensure that Skirting around a mobile home extends all the way around the base of the mobile home and is intact.

N. STORAGE OF MEDICATIONS

- 1. The Qualified Vendor shall ensure that:
 - a. The home has a system to Lock Medications.
 - b. Prescriptions and over the counter (OTC) Medications in

the Setting are locked in a securely fastened storage container.

- c. Medications that must be readily available or may be accessed per a Member's Planning Document, like an Epi-pen and Inhalers, are Safeguarded.
 - d. Medications that must be refrigerated are locked, without preventing access to food.
2. If the Member's Planning Document dictates that a Member may have access to unlocked Medications, the Qualified Vendor shall:
- a. Have the Planning Document with specific permissions available on Setting.
 - b. Refer to Provider Policy Manual Chapter 51 to ensure the licensing parameters are set appropriately.

O. SAFE APPLIANCES

- 1. The Qualified Vendor shall ensure that:
 - a. Appliances for refrigerating and cooking food are functioning and safe.
 - b. Appliances for refrigeration are 45 degrees or colder.
- 2. The Qualified Vendor shall remove and replace unsafe or

non-functioning appliances in the home.

P. SETTING UTILITIES

1. The Qualified Vendor shall ensure that the Setting has sufficient lighting to perform activities in bedrooms, living rooms, and program areas where services are provided.
2. The Qualified Vendor shall ensure that the setting has adequate heating, cooling, and ventilation in bedrooms, living room, and program areas.
 - a. Room temperature shall be between 65-85 degrees.
 - b. Temperature shall be measured in living room areas, areas used for the care of Division Members, bedrooms, and any other program space.
 - c. Room air conditioning or dual function units shall not create a barrier to exiting the bedrooms in emergencies.
 - d. Portable heaters:
 - i. Not be used in bedrooms,
 - ii. Have a protective covering to keep hands and objects away from the heating element,
 - iii. Be electric,

- iv. Are Underwriter Laboratory (UL) approved,
- v. Are equipped with a tip over shut off switch, and
- vi. Are placed at least three feet from any flammable object like drapes or furniture when in use.

Q. TELEPHONE ACCESSIBILITY

The Qualified Vendor shall ensure that:

- a. The Setting has at least one operable telephone available.
- b. In the absence of a landline or extra cell phone designated for alternate care or emergencies, a plan is put into place to ensure that the Member or any alternate care provider will always have a phone available for emergencies.

R. ELECTRICAL SAFETY

The Qualified Vendor shall ensure that:

- a. Electrical cords, panels, and outlets are in good condition and do not present as a hazard.
- b. Extension cords are not used on a permanent basis and outlets are not overloaded.
- c. An extension cord is only used for holiday lights that are up temporarily.

- d. Damaged or cut cords or wires repaired with wire nuts or electrical tape are not used.
- e. The light sockets are not left empty.
- f. Electrical panels, switches, and outlets do not have exposed wiring.
- g. Electrical cover plates do not show signs of burning.
- h. Circuit breakers in panels are not secured in the "on" position to prevent tripping.
- i. Major appliances are plugged directly into grounded outlets.
- j. Mid-sized appliances are plugged into grounded outlets or surge protectors that are plugged into grounded outlets.
- k. Large appliances are not stored within bedrooms.

S. PLUMBING REQUIREMENTS

- 1. The Qualified Vendor shall ensure that:
 - a. There is a continuous source of safe drinking water available to Members receiving care.
 - b. If the water is obtained from a private well, it is tested by a state-certified lab listed at www.azdhs.gov, and a water

analysis report is completed every 12 months that reflects coliform.

c. If the water sample is not within acceptable levels for safe drinking water, the care provider shall provide OLCR a signed, written statement that:

- i. Certifies that Members receiving care will be provided with safe drinking water, and
- ii. Describes the care provider's plan for obtaining safe drinking water.

2. The Qualified Vendor shall ensure that:

- a. Sewage disposal for the Setting is functional.
- b. If the Setting has a septic tank, it is in good working order, with no visible signs of leakage on the grounds.

3. The Qualified Vendor shall ensure that hot water temperature in the areas for bathing does not exceed 120 degrees F.

4. The Qualified Vendor that has a Day Program Setting that has areas for bathing shall have hot water in that area.

5. The Qualified Vendor shall ensure that:

- a. The Day Service, therapy, and employment Setting has at

least one working toilet and one working sink for every 10 Members in attendance at one time in the Setting.

- b. The Developmental Home or the Respite Setting has, at minimum, one working toilet, one working sink, and one working tub or shower.

T. FIRE SAFETY

1. The Qualified Vendor shall ensure that if the Setting has a clothing dryer, the dryer is safely vented by verifying that:
 - a. The dryer has a non-flammable metallic vent hose or duct running from the back to the exhaust duct through the wall or ceiling.
 - b. Non-compliant venting is removed, and the area is cleaned adequately.
2. The Qualified Vendor shall ensure that:
 - a. Flammable and combustible materials, including plastic cabinets and shelvings, are stored more than three feet from water heaters, tankless water heaters, furnaces, portable heaters, fireplaces, and wood-burning stoves.

- b. A working fireplace or wood-burning stove is protected by a fire screen.
- c. Disconnected gas fireplaces or fireplaces with the flue bolted shut or the opening boarded up that have been permanently disabled, are exempted from the provisions of this section.
- d. Materials that constitute the structure of the building, like walls or ceilings, built-in cabinets, or water softeners are exempted from the provisions of this section.
- e. The functioning fire extinguishers and working smoke detectors are properly installed.
 - i. 2A10BC rated or larger fire extinguishers shall be available near the kitchen area and on every level of a multi-level home.
 - ii. A working smoke detector shall be installed:
 - a) In the main living or program area;
 - b) In each bedroom;
 - c) On each level of a multiple level setting; and

- d) Within twelve inches of the highest point in the room, or as high as is safely possible.
 - iii. Each room, including rooms used by people not receiving care, with a bed in it shall have an operating smoke alarm.
 - iv. Smoke alarms in required areas shall be tested during the inspection.
 - f. All HCBS Settings and Developmental Homes have a designated smoking area that is located outdoors and away from Members who do not smoke.
 - 3. The Qualified Vendor shall ensure that:
 - a. An evacuation Plan is developed and maintained in the Setting;
 - b. An evacuation Plan shall include:
 - i. Two routes to evacuate from bedrooms used for care, one of which needs to lead directly to the outside;
 - ii. Location of fire extinguishers & fire evacuation equipment; and

- iii. A safe meeting place outside the setting.
 - c. An evacuation drill is completed and documented at least once every three months.
 - i. In addition to the requirements in subsection (c), for Developmental Homes an evacuation drill be completed:
 - a) When a new Member is placed into the home,
 - b) Upon relocation, and
 - c) When requested by OLCR.
 - ii. In addition to the requirements in subsection (c), for respite Settings, anytime a new Member is placed into the home for respite services.
- 4. The Qualified Vendor shall ensure that:
 - a. Exit routes for the Setting are clear of any obstruction that could prevent safe and rapid evacuation.
 - b. The locks on exterior doors and windows are equipped with a quick-release mechanism.
 - c. Mechanisms used to open bars on the bedroom window are tested during inspection to verify correct operation.

- d. If the garage door is included in part of the evacuation route from the home, the garage is clear of clutter.
 - e. Deadbolt locks on exit doors are a thumb-turn style that does not require a key to exit the Setting.
5. The Qualified Vendor shall ensure that each Service Setting has an address for the Setting that is posted and visible from the street.

U. POOLS AND BODIES OF WATER REQUIREMENTS

1. The Qualified Vendor shall require Settings with a Pool that is deeper than 4 feet, to have the following safety equipment available within the Pool enclosure:
- a. A shepherd's crook attached to a pole and a ring buoy attached to a rope that measures half the distance across the Pool plus 10 feet.
 - i. If a pole for crook is being used on the skimmer it is stored on the shepherd's crook.
 - ii. Buoy shall be at least 18" in diameter and non-inflatable.

- iii. Hot tubs are fenced according to the same rules for Pools.
 - iv. If drained, a hot tub is removed from the property.
 2. The Qualified Vendor shall ensure Pools are maintained, are not stagnate, and are clear enough to see through the water to the bottom surface of the Pool.
 3. The Qualified Vendor shall ensure all Pools and bodies of water deeper than 18 inches adhere to the following standards:
 - a. The exterior side of the fence is at least 5 feet high.
 - b. If the fence is chain link, the mesh measures less than 1.75 inches horizontally, with measurement taken across one of the diamond-shaped spaces in the fence.
 - c. If the fence is constructed of vertical bars or wooden slats, the openings between bars or slats, including the gap from the bottom of the fencing to the ground, measure less than 4 inches
 - d. The exterior side of the fence, including the fence that borders public spaces, is free of hand holds or foot holds or other means that could be used to climb over the fence.

- e. Gates for the fence are self-closing and self-latching and open out or away from the Pool.
 - f. The gate latch is at least 54" above the ground and is equipped with a key or combination lock.
 - g. Sections of mesh fencing shall be securely anchored to the ground and not be able to move.
 - h. Hardware that joins sections of mesh fencing shall be locked or joined with hardware that requires a tool to take it apart.
 - i. If a gate cannot be brought into compliance, the gate is permanently secured in the closed position.
 - j. The gate to the enclosure is locked at all times.
 - k. For HCBS service Setting, Pools that are under the full control of the agency comply with the inspection rules.
 - l. The RV gate that leads to the Pool area is permanently secured.
4. The Qualified Vendor shall ensure that if the Setting used to provide care or supervision constitutes part of the Pool enclosure, the Setting adheres to the following standards:

- a. The enclosure does not interfere with safe egress from the Setting.
 - b. Fencing around a patio that does not allow an exit path.
 - c. A door from the Setting does not open within the Pool enclosure.
 - d. A window in a Member's bedroom is not positioned within the Pool enclosure.
 - e. Windows that are not in a Member's bedroom that open to the Pool area that are not permanently secured to open no more than 4 inches.
5. The Qualified Vender shall ensure there is a secondary barrier between the service Setting and the livestock trough or watering system.
 6. The Qualified Vender shall ensure that when the rain barrel or a rain catchment system is utilized, the enclosure is locked or permanently fastened.

V. LIFE-SAFETY INSPECTION DEFICIENCIES

1. When a service Setting does not pass the Life-Safety inspection, the Qualified Vendor shall ensure that Setting is ready for a

Division reinspection by the date indicated on the inspection form when the deficiency involves:

- a. Pool fences,
 - b. Guns and weapons,
 - c. When there are significant non-compliant issues,
 - d. Repeated violations of the same noncompliance, or
 - e. When it is an HCBS Setting.
2. The Qualified Vendor shall conduct the reinspection:
- a. When directed by the Division inspector as documented on the inspection form, and
 - b. Document the correction in Quick Connect within five business days of the reinspect home visit.