

**Arizona Department of Economic Security
Division of Developmental Disabilities
Request for Qualified Vendor Applications (“RFQVA”) # DDD 710000**

APPLICATION SUBMITTAL CHECKLIST

To assure a complete submission of your Qualified Vendor Application (“QVA”) to the Division of Developmental Disabilities (“Division”) in response to the “Request for Qualified Vendor Applications (‘RFQVA’) # DDD 710000”, please follow the designated steps below. The Division must receive one complete original of all of the submitted items listed below.

1. Hardcopies of Section 1 through Section 8 of the Application that were submitted electronically in the Qualified Vendor Application and Directory System (“QVADS”) via the Division’s website:

Electronic submission completed. You have (1) activated the electronic submission, (2) received a submittal confirmation email, and (3) generated the official printable version of your electronic submission for each of the sections listed below. The official printable version includes your computer-generated contract number.

Document Required	Document	DDD Use
Section 1: Application & Qualified Vendor Agreement Award (<i>original signature required</i>)	<input type="checkbox"/>	<input type="checkbox"/>
Section 2: Vendor Contract Information	<input type="checkbox"/>	<input type="checkbox"/>
Section 3: Assurances & Submittals Form (<i>original signature required</i>)	<input type="checkbox"/>	<input type="checkbox"/>
Section 4: Vendor Policies	<input type="checkbox"/>	<input type="checkbox"/>
Section 5: Vendor Administrative Sites, including Service Sites* Service Sites are <u>required</u> for: <ul style="list-style-type: none">Center-Based EmploymentGroup Homes, including Nursing Supported Group HomesDay Treatment and TrainingVendor Supported Developmental HomeIndividually-Designed Living Arrangement (funded as HID/daily rate) <i>*Note: Section 5 has been combined with the former Section 6 (formerly Service Sites); there is no longer a separate Section 6.</i>	<input type="checkbox"/>	<input type="checkbox"/>
Section 7: Services	<input type="checkbox"/>	<input type="checkbox"/>
Section 8: Service Level Detail	<input type="checkbox"/>	<input type="checkbox"/>

2. Hardcopies of the information required if you answered “YES” to designated Assurances in Section 3, Assurances & Submittals Form, in QVADS:

Document Required	Document Attached	DDD Use Only
a) Explanation and status of revocation, denial, or suspension of license, certification, and/or registration if you answered YES to <u>Assurance 3.</u>	<input type="checkbox"/>	<input type="checkbox"/>
b) Description of contracts terminated if you answered YES to <u>Assurance 4.</u>	<input type="checkbox"/>	<input type="checkbox"/>
c) Description of contract lawsuits if you answered YES to <u>Assurance 5.</u>	<input type="checkbox"/>	<input type="checkbox"/>
d) Summary of suits or judgments pending or entered if you answered YES to <u>Assurance 6.</u>	<input type="checkbox"/>	<input type="checkbox"/>
e) Information regarding convictions related to Medicare, Medicaid, or the State Children’s Health Insurance Program if you answered YES to <u>Assurance 7.</u>	<input type="checkbox"/>	<input type="checkbox"/>
f) Information regarding conviction of a felony if you answered YES to <u>Assurance 8.</u>	<input type="checkbox"/>	<input type="checkbox"/>
g) Explanation of noncompliance with any civil rights requirements if you answered YES to <u>Assurance 9.</u>	<input type="checkbox"/>	<input type="checkbox"/>
h) Explanation of suspension or debarment if you answered YES to <u>Assurance 10.</u>	<input type="checkbox"/>	<input type="checkbox"/>
i) Explanation of pending suspension or debarment if you answered YES to <u>Assurance 10.2.</u>	<input type="checkbox"/>	<input type="checkbox"/>
j) Disclosure statement for any judgments, tax deficiencies, or claims pending or entered if you answered YES to <u>Assurance 11.</u>	<input type="checkbox"/>	<input type="checkbox"/>
k) Final Court-approved order disposing of the bankruptcy case if you answered YES to <u>Assurance 12.</u>	<input type="checkbox"/>	<input type="checkbox"/>
l) An organizational chart that demonstrates ownership and/or corporate affiliations if you answered YES to <u>Assurance 13.</u>	<input type="checkbox"/>	<input type="checkbox"/>
m) Conflict/potential conflict of interest disclosure statement if you answered YES to <u>Assurance 14.</u>	<input type="checkbox"/>	<input type="checkbox"/>
n) Substantial interest disclosure statement if you answered YES to <u>Assurance 15.</u>	<input type="checkbox"/>	<input type="checkbox"/>
o) Subcontractor information if you answered YES to <u>Assurance 19.</u>	<input type="checkbox"/>	<input type="checkbox"/>
p) Name and affiliation of each consultant if you answered YES to <u>Assurance 25.</u>	<input type="checkbox"/>	<input type="checkbox"/>
q) Name of each Applicant that submitted an Application and/or the name of each awarded QVA that was used as a resource if you answered YES to <u>Assurance 26.</u>	<input type="checkbox"/>	<input type="checkbox"/>

3. **Hardcopies of the applicable Attachments C through J found in Section 9 of the RFQVA on the Division's website (<https://www.azdes.gov/main.aspx?menu=96&id=4792>):**

Document Required	Document Attached	DDD Use Only
Section 9, Attachment C: Certification Regarding Lobbying (<i>original signature required</i>)	<input type="checkbox"/>	<input type="checkbox"/>
Section 9, Attachment D: Debarment, Suspension, Ineligibility and Voluntary Exclusion Lower Tier Covered Transaction (<i>original signature required</i>)	<input type="checkbox"/>	<input type="checkbox"/>
Section 9, Attachment E: Data Sharing Agreement (<i>original signatures required</i>)	<input type="checkbox"/>	<input type="checkbox"/>
Section 9, Attachment F: Qualified Vendor Supported Developmental Home Third-Party Agreement (<i>original signatures required</i>) <i>[This attachment is only required if the Applicant is applying for the service of Vendor Supported Developmental Home]</i>	<input type="checkbox"/>	<input type="checkbox"/>
Section 9, Attachment G: Request for Search of Central Registry for Background Check	<input type="checkbox"/>	<input type="checkbox"/>
Section 9, Attachment H: Business Plan	<input type="checkbox"/>	<input type="checkbox"/>
Section 9, Attachment I: Contingency Plan	<input type="checkbox"/>	<input type="checkbox"/>
Section 9, Attachment J: Business Associate Agreement (<i>original signature required</i>)	<input type="checkbox"/>	<input type="checkbox"/>
Section 9, Attachment L: Participation in Boycott of Israel (<i>original signature required</i>)	<input type="checkbox"/>	<input type="checkbox"/>

4. Hardcopies of other required documents:

Document Required	Document Attached	DDD Use Only
a) Current State of Arizona Substitute W-9 form (<i>original signature required</i>)	<input type="checkbox"/>	<input type="checkbox"/>
b) Financial statements as required:		
1) A complete audited financial statement for the prior fiscal year. Submit a copy of the Management Letter and Auditor's Opinion from external auditors which were prepared in conjunction with the most recent annual audit.	<input type="checkbox"/>	<input type="checkbox"/>
A) If the Management Letter or Auditor's Opinion identifies any findings or concerns, include a brief description of any corrective action(s) taken to resolve them.	<input type="checkbox"/>	<input type="checkbox"/>
B) If no audit has been performed, provide an explanation about the reason for it not being performed and submit a copy of the most recent annual financial statements and current bank reference(s).	<input type="checkbox"/>	<input type="checkbox"/>
2) For Applicants that do not have an audited financial statement, submit quarterly financial statements for the prior fiscal year, including revenues and expenditures.	<input type="checkbox"/>	<input type="checkbox"/>
3) For Applicants that do not have an audited financial statement or quarterly financial statements for the prior fiscal year, submit a personal financial statement and the last three (3) years of personal income tax returns of the Applicant (if an individual) or the last three (3) years of income tax returns of the Applicant (if an entity).	<input type="checkbox"/>	<input type="checkbox"/>
A) If a corporation, submit a corporate business plan, including pro forma projections of income, expenses, and cash flows for the next three (3) years.	<input type="checkbox"/>	<input type="checkbox"/>
4) If the Applicant is a newly formed corporation or other entity, submit a corporate business plan and pro forma projections of income, expenses, and cash flows for the next three (3) years and the current personal financial statements and copies of the personal income tax returns for the most recent three (3) years filed by the Applicant's Chief Executive Officer.	<input type="checkbox"/>	<input type="checkbox"/>



CONTRACT AMENDMENT
RFQVA No.: DDD-710000

**ARIZONA DEPARTMENT
OF ECONOMIC SECURITY**
1789 W. Jefferson, 4th Floor
Phoenix, Arizona 85007
(602) 364-1863

Contract No:

Amendment No: **7**

Procurement Specialist:
Shawn-Marie Hawkins

CONTRACTOR HEREBY ACKNOWLEDGES
RECEIPT AND UNDERSTANDING OF THE
ABOVE AMENDMENT.

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

SIGNATURE

DATE

SIGNATURE

DATE

Carol Kachidurian

Contract Administrator

Division of Developmental Disabilities

Arizona Department of Economic Security

Print Name and Title

SECTION 1
NOTICE OF REQUEST FOR QUALIFIED VENDOR APPLICATIONS (“RFQVA”)

State of Arizona
Department of Economic Security (“DES” or “Department”)
Division of Developmental Disabilities (“DDD” or “Division”)

RFQVA Number: #DDD 710000

[] Time Limited
[X] Open and Continuous

Pursuant to Arizona Revised Statutes (“A.R.S.”) § 36-557 and rules adopted thereunder (R6-6-2101 *et seq.*), which are incorporated herein by reference, Applications for the services listed in Section 7 will be accepted by the Division at the time and manner specified below. Through this Request for Qualified Vendor Applications (“RFQVA”) the DESDDD will execute Qualified Vendor Agreements (“QVAs”) with providers for the provision of services.

The RFQVA is posted on the Division’s website located at:

<https://www.azdes.gov/main.aspx?menu=96&id=4792>

The hyperlink to the RFQVA may also be found on the “Help for Providers” page of the Division’s website located at

https://www.azdes.gov/developmental_disabilities/providers.aspx

Applications must be submitted electronically using the Division’s Qualified Vendor Application and Directory System (“QVADS”) as well as submitting a printable hardcopy with signatures and necessary additional documentation (see Section 3 in the QVADS and Section 9 in the RFQVA). To ensure a complete submission of the Application, please follow the instructions contained in the [Application Submittal Checklist](#) in the RFQVA.

Submittal Location:

- 1. Electronic submittal is through the QVADS located on the Division’s website at:**

<https://ddd.azdes.gov/organization/ddd/LegacyDD/DDDVendorDirectory/QvadsApplication>.

The link to the QVADS is also located on the “Help for Providers” page of the Division’s website at:

<https://www.azdes.gov/ddd/DDDVendorDirectory.asp>

- 2. Hardcopy submittal (an electronically-generated hardcopy with original signatures and necessary documentation) is:**

In person or by courier to (must request and receive a receipt):

Contract Management Unit, 4th Floor Southwest
Business Operations – Site Code 791A
Arizona Department of Economic Security
Division of Developmental Disabilities
1789 West Jefferson Street
Phoenix, Arizona 85007
(602) 542-6874

or by mail to:

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

Applicants may refer to the [*Qualified Vendor Application User Manual*](#) for assistance in completing the Application. The manual is also located on the Division's website at:
https://www.azdes.gov/developmental_disabilities/providers.aspx

Please note that while some of the information and the screens have been slightly modified from those displayed in the manual, the instructions remain accurate.

Persons with a disability may request a reasonable accommodation by contacting the RFQVA contact person. For TDD/TTY, please call through the Arizona Relay Service at 1-800-367-8939. Requests should be made as early as possible to allow time to arrange the accommodation.

Agreement Type: Qualified Vendor Agreement with Published Rate

Agreement Term: Maximum term is six (6) years beginning no sooner than January 1, 2011. All Agreements end on December 31, 2016. The Agreement can be terminated as specified in Section 6 of [*DES/DDD Standard Terms and Conditions for Qualified Vendors*](#).

RFQVA Contact Person (email):

DDD Contracts Manager at DDDContractsManager@azdes.gov.

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SECTION 3 INSTRUCTIONS TO APPLICANTS

3.1 Inquiries

3.1.1 Duty to Examine

It is the responsibility of each Applicant to examine the entire Request for Qualified Vendor Applications (“RFQVA”), seek clarification in writing, and check its Application for accuracy before submitting the Application.

3.1.2 RFQVA Contact Person

Any inquiry related to the RFQVA, including any requests for or inquiries regarding standards referenced in the RFQVA shall be directed to the DDDContractsManager@azdes.gov.

3.1.3 Submission of Inquiries

The Division’s Contract Manager may require that an inquiry be submitted in writing. Any inquiry related to the RFQVA shall refer to the appropriate RFQVA number, page, and paragraph.

3.1.4 No Right to Rely on Verbal Responses

Any inquiry that results in changes to the RFQVA shall be answered solely through a written RFQVA Amendment. An Applicant may not rely on verbal responses to its inquiries.

3.1.5 RFQVA Amendments (Solicitation Amendments)

The RFQVA Solicitation shall only be modified as set forth in Section 6.6.

3.1.6 Email Notification

Applicants must have an active notice email address to be awarded a Qualified Vendor Agreement (“QVA” or “Agreement”). **All notices pertaining to the Application from the Division are made via the Applicant’s notice email address.** Qualified Vendors shall keep their email address updated in the Qualified Vendor Application and Directory System (“QVADS”). There is no other method for changing notice email address.

3.2 Application Preparation

3.2.1 General

The Applicant shall submit, in a sealed envelope or package labeled with the Applicant’s name and “RFQVA # DDD 710000”, one (1) original, signed, electronically-generated printable

hard copy (available only when the Application has been submitted electronically) of its Application plus necessary submittals with its Application:

In person or by courier (must request and receive a receipt):

Arizona Department of Economic Security
Division of Developmental Disabilities
Attn: Contracts Administration Unit
1789 W. Jefferson Street, 1st Floor, East
Phoenix, Arizona 85007
Telephone: (602) 542-6874

By mail to:

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

The hardcopy shall consist of the following in the order specified below:

1. A completed and signed *Application and Qualified Vendor Agreement Award* form (see Section 9, Attachment A, for a sample of this form), which shall be generated by the QVADS). This form is not available until the Applicant has completed the electronic submittal of its Application (see Section 9, Attachment B, for information about submitting the electronic Application via the QVADS).
2. A completed and signed *Qualified Vendor Application Assurances and Submittals* page (Section 3 in the electronic Application), which is generated by the QVADS. If any of the Applicant's responses to these assurances changes after award, changes must be made to the electronic Application via the QVADS, submitted in the QVADS, printed out, re-signed, and submitted to the Division's Contract Management Unit as listed above.
3. RFQVA Amendment signature pages for all applicable amendments to the RFQVA Solicitation.
4. A print-out of all sections of the electronic Application submitted by the Applicant in the QVADS. The print-out is not available until the electronic application has been submitted.
5. All applicable submittals required in the *Qualified Vendor Application Assurances and Submittals Form* (Section 3 in the electronic Application).

6. All forms and documents indicated on the *RFQVA Submittal Checklist*, as appropriate, and with original signatures where indicated.

If the hardcopy submittal is not minimally adequate as described above (refer also to the *RFQVA Submittal Checklist*), the submittal will not be released for processing. The electronic version must be complete and include readable information for each of the required elements in QVADS that conforms to the hardcopy.

After submitting a proper electronic Application and the proper electronically-generated hardcopy of the Application, including all applicable amendments, submittals, forms, and documents, the Applicant will be notified via email that review of the Application has begun. If the Applicant does not receive an electronic notice via email after five (5) business days, it may contact the Division's Contract Management Unit to confirm the status of its Application. An Application will not be considered submitted and released for processing until both the electronic and hardcopy versions are received by the Division's Contract Management Unit. Such "non-submittals" will not be eligible for consideration of an awarded Agreement.

An Applicant may be awarded only one (1) QVA by the Division. This is enforced primarily by a unique Federal Employer Identification Number ("FEIN") and W-9. If a new/replacement FEIN is obtained by a current Qualified Vendor, a new Application is required. The Division's Contract Manager or designee is available to assist in this transition which may involve the transition of authorizations from an old FEIN to a new FEIN as appropriate.

3.2.2 Consultants

Applicants who utilize consultants to assist in their Application shall not be represented by the consultant. All discussions and agreements will be made directly with the Applicant.

3.2.3 Website

The RFQVA and any amendments are available on the Internet at the Division's website at www.azdes.gov/ddd/. The website also contains links to other websites to access materials referenced in the RFQVA.

3.2.4 Public Record

Prior to the effective date of the QVA, the Division shall not disclose any information identified by the Applicant as confidential business information or proprietary information without first notifying the Applicant in writing and allowing the Applicant opportunity to respond or protest the planned disclosure as provided in Arizona Administrative Code ("A.A.C.") R2-7-103.

3.2.5 Agreement

An Application does not constitute a QVA nor does it confer any rights to the Applicant regarding the award of a QVA. A QVA is not created until the Application is accepted in writing by the Division's Contract Manager as evidenced by the Division's Contract Manager's

or designee's signature on the *Application and Qualified Vendor Agreement Award* (see Section 9, Attachment A for a sample).

Qualified Vendor initiated amendments to the approved QVA requiring Division review and approval similarly are not part of the QVA until approved by the Division. Qualified Vendor initiated electronic Applications/Amendments for a QVA that have been electronically submitted and are pending review will lock out the Application from any further change while pending approval.

The QVA shall consist of the various documents specified in Section 6.1.2 of the *DES/DDD Standard Terms and Conditions for Qualified Vendors*. However, the Applicant is only required to submit the *Application and Qualified Vendor Agreement and Award* form (see Section 9, Attachment A for a sample), the required information in the QVADS via the Division's website, a print-out of the required information entered by the Applicant into the QVADS (see Section 9, Attachment B), all applicable submittals required in the *Qualified Vendor Application Assurances and Submittals* form, and all documents specified on the *RFQVA Submittal Checklist* posted as part of the RFQVA.

Qualified Vendors should maintain a file titled "Qualified Vendor Agreement" that includes a copy of all of the items listed in Section 6.1.2 of the *DES/DDD Standard Terms and Conditions for Qualified Vendors*. This entire file will reflect the total Agreement between the Qualified Vendor and the Division.

3.2.6 Application Updates and Amendments

A Qualified Vendor shall update and maintain current all the following: the general information section of the vendor contract information component in the QVADS; the *Qualified Vendor Assurances and Submittals* form, and associated submittals; and the program description section of the service detail information component, including providing hardcopies of any applicable submittals, when there is a change or at the request of the Division. Such changes will be subject to approval by the Division and the execution of an amendment to the Agreement. A Qualified Vendor may update all other information in the QVADS at any time without requiring Division approval.

To add additional services to the QVA, the Qualified Vendor must request an amendment to the QVA. The Qualified Vendor shall submit the amendment electronically in the QVADS. The Qualified Vendor shall also submit all documents and submittals associated with the proposed amendment, which may include, but is not limited to, an updated *Assurances and Submittals* form, a *Qualified Vendor Supported Developmental Home Third Party Agreement* (where applicable), *Contingency Plan*, and an updated *Business Plan*. The Qualified Vendor shall also submit a new Home and Community-Based Services ("HCBS") Certificate reflecting the new service(s) being added. The addition of services to the QVA requires approval by the Division and the execution of an amendment to the QVA.

Qualified Vendors and Applicants are able to update or amend their Application/QVA only after submitted changes have been reviewed and a disposition has been made. The Division shall

respond to a request for an amendment to a QVA based on the criteria defined in A.A.C. R6-6-2103 and A.A.C. R6-6-2104.

3.3 RFQVA Schedule

Notices for significant events in the processing of RFQVAs, amendments, and changes to the QVADS will be posted on the Division's website at www.azdes.gov/ddd/.

3.4 Individual Independent Providers and Professional Independent Providers

An "Individual Independent Provider" as referenced in this document means a person who is qualified to provide the service, does not have any employees, does not utilize subcontractors, has a provider identification number, and has an individual service agreement with the Division to provide one or more of the following services: Attendant Care; Habilitation, Hourly Support; Homemaker; Respite; or Habilitation, Individually Designed Living Arrangement.

An Individual Independent Provider is not required to become a Qualified Vendor to provide these services. The Division uses a simpler and more streamlined method of contracting with Independent Providers using an Independent Provider Agreement ("IPA") for Attendant Care; Habilitation, Hourly Support; Homemaker; Respite; and Habilitation, Individually Designed Living Arrangement. Independent Providers may contact the Division's Program Districts in order to initiate an IPA. The RFQVA and its associated services specifications are not applicable to Individual Independent Providers who enter into an IPA with the Division. Published rates do not apply to Individual Independent Providers.

Individual Independent Providers are regarded as the Division member's employee and must be paid through the Division's fiscal intermediary program.

A "Professional Independent Provider" as referenced in this document means a person who is licensed or certified under Title 32, Arizona Revised Statutes ("A.R.S."), who provides services for members as a Qualified Vendor and is not an employee or a subcontractor of a provider agency. A Professional Independent Provider who wishes to receive a QVA must meet all requirements of the RFQVA, including those relating to insurance. Applications for a QVA require an EIN and may not be submitted under an individual's social security number.

3.5 Verification

The Division may contact any source available to verify the information submitted in the Application and may use this information and any additional information obtained from the source(s) in evaluating the Application. The Division may also utilize internal and external sources and resources to conduct background checks.

3.6 Protests

A protest shall comply with and be resolved according to A.A.C. R6-6-2115.

3.7 Evaluation

3.7.1 Evaluation Factors

The Division shall consider the following factors in determining if an Applicant is a Qualified Vendor and eligible to enter into a QVA:

1. Ability of the Applicant to meet the need for services based on performance, including compliance with licensing and certification requirements; program monitoring, Agreement monitoring, or contract monitoring reports; and corporate or individual experience providing community developmental disability services or similar services in Arizona and in other states.
2. Whether the Applicant has met the requirements of the RFQVA process.
3. Whether the Application is consistent with the Division's network development plan or other documentation of projected service need.
4. Financial stability of the Applicant as demonstrated by the financial information provided in the Application.
5. The responsibility of the Applicant, as demonstrated by the background information provided in the Application and/or received from other sources.

3.7.2 Evaluation Process

The Division will advise each Applicant in writing or via email whether its Application is incomplete within thirty (30) days of receipt of the Application (**this will only occur after receipt of both the electronic and hardcopies**). The notice will identify the information or documentation that is missing or incomplete in the Application. The Division may conduct discussions with the Applicant to provide information about the completeness of the Application. The Division will specify the timeframe in which the Applicant must provide the missing information. The Division will deny the Application if the Applicant does not provide the additional information within the specified timeframe. The Division will notify an Applicant in writing or via email whether the Applicant has been accepted as a Qualified Vendor within sixty (60) days of receipt of a complete Application. The Division will not enter into a QVA unless it has reviewed and evaluated a complete Application.

3.7.3 Disqualification

The Application of an Applicant who is currently debarred, suspended or otherwise lawfully prohibited from any public procurement activity shall be rejected. **An Applicant may have only one (1) QVA with the Division.**

3.7.4 Waiver and Rejection Rights

Notwithstanding any other provision of the RFQVA, the Division reserves the right to:

1. Waive any minor defect or omission,
2. Reject any and all Applications or portions thereof, or
3. Cancel the RFQVA.

SECTION 4 BACKGROUND

4.1 Division of Developmental Disabilities Service Philosophy and Background

Within the Department of Economic Security (“DES” or “Department”), the Division of Developmental Disabilities (“DDD” or “Division”) is responsible for providing community developmental services and supports to over 33,000 Arizonans with developmental disabilities. Of this number, the Division provides only acute care or case management services to 8,000 Arizonans with developmental disabilities. In carrying out this responsibility, the Division strives:

“To support the choices of individuals with disabilities and their families by promoting and providing within communities, flexible, quality, consumer-driven services and supports.”

The Division is guided by the belief that:

“Individuals with developmental disabilities are valued members of their communities and are involved and participating based on their own choices.”

This results in the Division supporting service provision which promotes:

- Healthy relationships with people;
- Individual and family priorities and choices;
- Equal access to quality services and supports for all individuals and families;
- Partnerships and ongoing communication with individuals, family members, advocates, providers, and community members;
- Developmental approaches – changing conditions that affect people rather than changing people who are affected by conditions;
- Individual freedom from abuse, neglect and exploitation with a balance between the right to make choices and experience life and individual safety;
- A diverse workforce that is motivated, skilled and knowledgeable of and uses the most effective practices known;
- An environment rich in diversity in which each person is respected and has the opportunity to reach their optimal potential;
- An individual’s right to choose to participate in and contribute to all aspects of home and community life;
- A system of services and supports which are -
 - Responsive: Timely and flexible responses to internal and external customers;
 - Strength based: Recognizing people’s strengths, promoting self-reliance, enhancing confidence and building on community assets;
 - Effective: Ongoing identification of effective methods and practices and incorporation of those practices into operations; and
 - Accountable: To our customers and to the taxpayers.

4.2 Program Eligibility

To be eligible for services a person must be an Arizona resident who has a chronic disability that:

- Is attributable to cognitive disability, cerebral palsy, epilepsy or autism;
- Was manifested before the age of 18;
- Is likely to continue indefinitely; and
- Reflects the need for a combination and sequence of individually planned or coordinated special, interdisciplinary or generic care, treatment or other services that are of lifelong or extended duration.

The disability also must result in substantial functional limitations in three or more of the following areas of major life activity:

- Self-care
- Receptive and expressive language
- Learning
- Mobility
- Self-direction
- Capacity for independent living
- Economic self-sufficiency

Children under the age of six (6) years may be eligible for services if there is a strongly demonstrated potential that the child is or will become developmentally disabled but for whom no formal diagnosis has been made.

Individuals who are determined eligible for services through the Division may also be eligible for services through the Arizona Long Term Care System (“ALTCS”) program administered by the Arizona Health Care Cost Containment System Administration (“AHCCCSA”). Individuals who may be eligible for ALTCS are referred to AHCCCSA for ALTCS eligibility determination. [See Arizona Revised Statutes (“A.R.S.”) § 36-559 and Arizona Administrative Code (“A.A.C.”) Title 6, Chapter 6, Articles 3, 4 and 5 for a more detailed description of the eligibility determination process.]

4.3 Program Description

In State Fiscal Year 2013, the Division provided services to over 36,400 members. The Division provided services through the RFQVA process to about 27,107 members, of whom approximately 26,820 were eligible for ALTCS (see Section 9, Attachment K, Utilization Data for Fiscal Year 2012).

4.4 Historically, How Is Arizona Doing?

While striving to continuously strengthen the outcomes of our total system of services to members with developmental disabilities, the Division is informed by a number of indicators.

Direct Care Workers

In March 2004, former Arizona Governor Napolitano issued an Executive Order for state agencies to plan for “Aging 2020”. She created the Citizens Work Group on the Long-Term Care Workforce to study issues surrounding Arizona’s direct care workforce. In April 2005, the recommendations of this workgroup were published in the report, *“Will Anyone Care? Leading the Paradigm Shift in Developing Arizona’s Direct Care Workforce”*. The report contained ten (10) recommendations, including one addressing the state’s responsibility for regulating oversight of direct care workers and developing a standardized, uniform and universal training curriculum.

AHCCCS was identified as the lead state agency to implement standardized Direct Care Training Guidelines and Competency Testing. Initial implementation of the training began on January 1, 2011 with full implementation targeted for January 30, 2012. AHCCCS has incorporated this training requirement into its contracts for ALTCS programs, including the Department. As such, the Department must include the new requirement in policy and contracts starting January 1, 2011. Additional information regarding the Direct Care Workforce Initiative is available at <http://www.azdirectcare.org>.

Stakeholder Input

Numerous public forums are held with stakeholders to obtain input into service planning and rate setting activities. Input from the forums is provided to Division management to incorporate into the Division’s business operations, including the solicitation documents and rate setting processes.

The United Cerebral Palsy Annual Report "Case for Inclusion"

This report evaluates state performance in "improving lives for individuals with intellectual and developmental disabilities". In the 2008 report, Arizona was ranked first among all states. The 2009 report showed Arizona was ranked second nationally; however, the 2010 report ranked Arizona as number one overall "in serving individuals with intellection and developmental disabilities". A copy of the 2010 report can be found at the following website: http://www.disabilitycoop.com/reports/100413_Case_for_Inclusion.pdf

The National Core Indicator Project (CIP)

In December 1996, the National Association of State Directors of Developmental Disability Services (“NASDDDS”) Board of Directors launched the Core Indicators Project (“CIP”). The aim of CIP was to support state developmental disabilities authorities (“SDDAs”) in developing and implementing performance/outcome indicators and related data collection strategies that would enable them to measure service delivery system performance. This effort, now called National Core Indicators or NCI, strives to provide SDDAs with sound tools in support of their efforts to improve system performance and thereby to better serve people with developmental

disabilities and their families. The Association's active sponsorship of NCI facilitates states pooling their knowledge, expertise and resources in this endeavor.

Twelve states (AZ, CT, KY, MA, MN, NE, NC, PA, RI, VA, VT, and WA) participated in Phase II. Four additional states joined during the following year (DE, IA, MT, UT), and seven states joined in 2001 (AL, HI, IL, IN, OK, WV, WY). Virginia, Nebraska, Iowa, Minnesota, Montana, and Utah are currently on hiatus. South Dakota, South Carolina, and Maine signed on in 2002. Arkansas, Georgia, New Mexico, and Texas joined in 2005. Over the next two years, New Jersey, Louisiana and New York joined and Missouri rejoined. Since last year's report, Ohio and New Hampshire have joined and Illinois has rejoined thus bringing the total to 30 (thirty) participating states plus Orange County, CA. State participation in NCI is entirely voluntary."¹

Of the participating states, the NCI ranks Arizona as number three in the area of community inclusion, a ranking that is considered as significantly above average (see Table 1 and Figure 1).

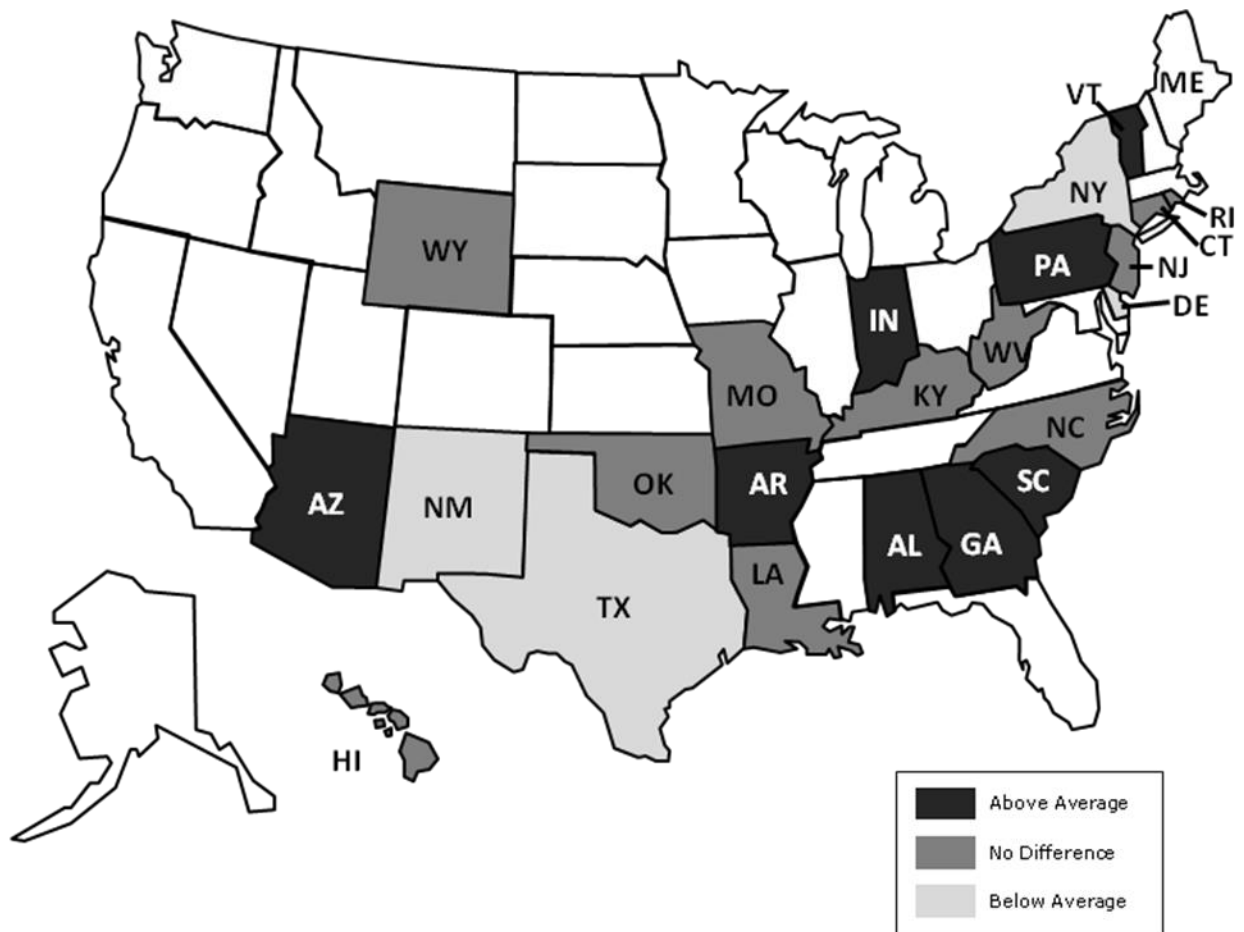
Table 1. Community Inclusion Scale Scores by State, Compared to the Other NCI States

	N	State Scale Score	Average Score Across All Other States
Significantly Above Average			
VT	158	0.729	0.694
AR	372	0.723	0.693
AZ	342	0.718	0.693
IN	265	0.712	0.694
GA	321	0.711	0.694
AL	388	0.704	0.694
SC	361	0.704	0.694
PA	934	0.703	0.693
Within the Average Range			
WV	126	0.702	0.694
MO	368	0.700	0.694
WY	311	0.699	0.694
NC	678	0.696	0.694
RI	238	0.696	0.694
NJ	288	0.696	0.694
LA	325	0.694	0.694
KY	378	0.692	0.694

¹ *DRAFT* 2007-08 Final Report, "A Collaboration of the National Association of State Directors of Developmental Disabilities Services and Human Services Research Institute".

OK	389	0.690	0.694
HI	405	0.690	0.695
CT	340	0.689	0.694
Significantly Below Average			
NY	374	0.686	0.695
NM	378	0.681	0.695
DE	204	0.680	0.695
TX	1443	0.667	0.699

Figure 1. Community Inclusion: State Scale Scores Compared with the Other NCI States



SECTION 5

SERVICE REQUIREMENTS/SCOPE OF WORK

This section sets forth the general requirements that the Qualified Vendor shall comply with in the delivery of Qualified Vendor Agreement (“QVA” or “Agreement”) services. The Qualified Vendor shall also comply with the requirements in Section 7, *Service Specifications*, for each service identified in the Qualified Vendor Agreement Award Notice, as well as Section 6, *DES/DDD Standard Terms and Conditions for Qualified Vendors*, and all other provisions of the Request for Qualified Vendor Applications (“RFQVA”).

5.1 Provider Qualifications

The Qualified Vendor shall comply with all laws and meet all applicable license/certification requirements and performance standards throughout the term of the Agreement, including but not limited to the following:

- 5.1.1 The Qualified Vendor shall have the appropriate current Arizona license and comply with all licensing requirements prior to the delivery of service. Payment will not be made for services delivered prior to the issuance of the license.
- 5.1.2 The Qualified Vendor shall be certified by the Department as a home and community-based provider pursuant to Arizona Administrative Code (“A.A.C.”) Title 6, Chapter 6, Article 15, prior to the delivery of service. Payment will not be made for services delivered prior to the date of certification.
- 5.1.3 The Qualified Vendor shall be registered as a provider with the Arizona Health Care Cost Containment System Administration (“AHCCCSA”) prior to the delivery of service. Payment will not be made for services delivered prior to the date of registration.
- 5.1.4 Qualified Vendors that provide nursing and/or occupational, physical or speech therapy services shall also obtain a National Provider Identifier (“NPI”) and submit their NPI to AHCCCS. This requirement also applies to the individual practitioners who actually deliver the services in addition to the Qualified Vendors. An NPI can be obtained at <https://nppes.cms.hhs.gov/NPPES/Welcome.do>.
- 5.1.5 Qualified Vendors that are considered as Group Billers by AHCCCS shall also ensure that they obtain a Provider Participation Agreement from each individual practitioner who actually delivers the services. Currently, this only applies to Qualified Vendors that deliver occupational, physical, or speech therapy services. Please refer to <https://azahcccs.gov/PlansProviders/NewProviders/registration.html>.
- 5.1.6 The Qualified Vendor shall comply with A.A.C. Title 6, Chapter 6, Article 9, and Managing Inappropriate Behaviors.
- 5.1.7 The Qualified Vendor shall comply with all applicable Federal and State laws, including,

but not limited to, the statutory, regulatory, and policy provisions cited in the QVA. The Qualified Vendor shall also comply with any subsequent revisions, amendments, versions unless the Division has issued an exception to such compliance. All licenses, permits, registrations, certifications, or other requirements imposed herein shall be maintained in good standing throughout the term of this Agreement.

- 5.1.8 The Qualified Vendor shall comply with applicable Division policies, procedures, and administrative directives and policy alerts; refer to the Division's website at <https://des.az.gov/services/disabilities/developmental-disabilities> for information on these authorities.
- 5.1.9 As needed to effectively implement the service, the Qualified Vendor shall communicate effectively with the Division member and the member's representative, as appropriate (e.g., American Sign Language or Spanish). Minimally, establishing an effective communication strategy is a primary consideration in accepting a referral. This may include utilizing alternative communication strategies (e.g., written versus spoken language), using a volunteer or paid translator, or recruitment of staff who speak different languages. The Qualified Vendor shall comply with all applicable requirements of state and federal law. Title VI of the Civil Rights Act of 1964, as amended, 42 United States Code ("U.S.C.") § 2000d *et seq.*, prohibits discrimination based on national origin. Failing to take reasonable steps to ensure meaningful access to Medicaid services for persons with limited English proficiency is a form of national origin discrimination prohibited by Title VI.
- 5.1.10 When transportation of the member is provided or is part of the service delivery:
 - 5.1.10.1 The vehicle in which transportation is provided shall have valid vehicle registration and license plates and, at a minimum, the level of liability insurance required by the State of Arizona's Department of Administration, Risk Management Division.
 - 5.1.10.2 The vehicle shall be maintained in a safe, working order, and shall be equipped with a working heating and air conditioning system, and a first aid kit.
 - 5.1.10.3 The vehicle shall be constructed for the safe transportation of the members. All seats shall be fastened to the body of the vehicle and individual(s) properly seated when the vehicle is in operation. The vehicle shall have operational seat belts installed and be operational for safe passenger utilization. When transporting, members shall be securely fastened in age- and weight-appropriate restraints.
 - 5.1.10.4 Members with special mobility needs shall be provided transportation in a vehicle adapted to meet these needs in order to facilitate adequate access to service.

- 5.1.10.5 If the vehicle is used to transport members in wheelchairs, it shall be equipped with floor-mounted seat belts and wheelchair lock-downs or comparable safety equipment for each wheelchair that it transports.
 - a. Qualified Vendors transporting a member while the member is in his or her wheelchair shall have documentation that the worker has completed orientation on appropriate use of the safety equipment being used.
- 5.1.10.6 Persons providing transportation shall be a minimum of eighteen (18) years of age and possess and maintain a valid driver license.
- 5.1.10.7 The Qualified Vendor shall review driving records periodically to ensure driver qualifications.
- 5.1.10.8 The Qualified Vendor shall ensure that its Home and Community-Based Certification includes meeting transportation requirements.
- 5.1.10.9 The Qualified Vendor shall ensure sufficient staff is provided for the health and safety of all members being transported, including boarding and un-boarding supervision.
- 5.1.10.10 For the health and safety of each member, the Qualified Vendor shall ensure that all methods of transportation allow for emergency communication at any time during the delivery of the service. The method of emergency communication shall be appropriate to the geographic area. The Qualified Vendor shall refer to the Division's Provider Manual for guidance on examples of acceptable methods of emergency communication.
- 5.1.11 The Qualified Vendor shall comply with the requirements of Arizona Revised Statutes ("A.R.S.") § 8-804, which requires that all direct care staff information is submitted to the Division Central Registry for background checks for employment. References to "juvenile" in A.R.S. § 8-804 shall also include "vulnerable adult" as defined in A.R.S. § 13-3623. A form for submitting the request is included as Section 9, Attachment G to this RFQVA. Use of this form is optional; however, Applicants shall submit the information in a format that includes the information contained in Section 9, Attachment G.
- 5.1.12 The Qualified Vendor shall have on file three (3) verifiable letters of reference for each Direct Care Staff that clearly state the name, address, and phone number of the person providing the reference and make them available upon request to the Division [A.A.C.R6-6-1504 (D)].
- 5.1.13 **Beginning October 01, 2019**, the Qualified Vendor shall develop agency policies with procedures that demonstrated the Qualified Vendor conducts and begin background checks of all Direct Care Workers (DCW) for employment, including DCW employees who also provide Respite Service, to establish the employees comply with the following standards:

- 5.1.13.1 At the time of hire and every year thereafter, conduct a search of the Arizona Adult Protective Services Registry,
- 5.1.13.2 At the time of hire and every three years thereafter conduct a nationwide criminal background check that accounts for criminal convictions in Arizona,
- 5.1.13.3 Prohibit a DCW from providing services to ALTCS members if the background check results contain:
 - b. Convictions for any of the offenses listed in A.R.S. §41-1758.03(B) or (C), or
 - c. Any substantiated report of abuse, neglect or exploitation of vulnerable adults listed on the Adult Protective Services Registry pursuant to A.R.S. §46-459.
- 5.1.13.4 Upon hire and annually thereafter, obtain a notarized attestation from the DCW that he/she is not:
 - a. Subject to registration as a sex offender in Arizona or any other jurisdiction, or
 - b. Awaiting trial on or has been convicted of committing or attempting, soliciting, facilitating or conspiring to commit any criminal offense listed in A.R.S. §41-1758.03(B) or (C), or any similar offense in another state or jurisdiction.
- 5.1.13.5 Require DCWs to report immediately to the agency if a law enforcement entity has charged the DCW with any crime listed in A.R.S. §41-1758.03(B) or (C),
- 5.1.13.6 Require DCWs to report immediately to the agency if Adult Protective Services has alleged that the DCW abused, neglected or exploited a vulnerable adult.
- 5.1.13.7 Agencies may choose to allow exceptions to the background requirements for DCWs providing services to family members only. If the agency allows a DCW to provide services under this exception, the agency shall:
 - a. Notify the ALTCS member in writing that the DCW does not meet the background check standards and therefore otherwise would not normally be allowed to provide services,
 - b. Obtain consent from the ALTCS member to allow the DCW to provide services despite the findings of the background check.
- 5.1.13.8 Agencies are prohibited from allowing exceptions to the Arizona Adult Protective Services Registry screening requirements for DCWs providing services to family members only.
- 5.1.14 **Effective October 01, 2019**, provider agencies required to comply with Fingerprint Clearance Card requirements outlined in A.R.S. Title 41, Chapter 12, Article 3.1, and may

use a DCW's Fingerprint Clearance Card as evidence of complying with the criminal background check required by this Policy, however, the agency must still comply with the obligation to check the Arizona Adult Protective Services Registry. DCWs are prohibited from providing services to ALTCS members if the DCW is precluded from receiving a Fingerprint Clearance Card or has a substantiated report of abuse, neglect or exploitation of vulnerable adults listed on the Adult Protective Services Registry pursuant to A.R.S. §46-459.

5.2 Staffing

- 5.2.1 The Qualified Vendor shall have a plan for the recruitment, initial and ongoing training, retention and monitoring of direct service staff.
- 5.2.2 The Qualified Vendor shall ensure that each direct service staff meets the qualifications, training, and responsibilities in A.A.C. R6-6-1520 through 1533, A.A.C. R6-6-808, A.A.C. R6-6- 1005, and/or A.A.C. R6-6-1105, as applicable.
- 5.2.3 The Qualified Vendor shall ensure that no direct service staff work unsupervised with members until all required training has been completed except that staff may work unsupervised for up to ninety (90) days following the date of hire if the only remaining training to be completed is the AHCCCS Direct Care Worker Training program.
- 5.2.4 The Qualified Vendor shall ensure that all direct service staff are appropriately trained and supported to effectively meet the variety of needs of the member being served (e.g., behavioral, physical or medical challenges).
- 5.2.5 AHCCCS has implemented a court order under the Ball v. Betlach lawsuit related to non-provision of services ("NPS") for in-home Attendant Care, Homemaker, or Respite. In addition, the Division requires the tracking for NPS (gaps) in Individually Designed Living Arrangement and Nursing services. The Qualified Vendor shall have processes in place to ensure that appropriately trained additional staff is available within two (2) hours of reporting when the primary staff person is not available, and the service is critical to assure the maintenance of health and safety of the member receiving service. As part of the court order, the Arizona Health Care Cost Containment System ("AHCCCS") requires a monthly report which outlines when a member has reported a non-provision of service, meaning a service did not happen as scheduled. Qualified Vendors shall comply with the AHCCCS NPS reporting requirements as directed by the Division. Please refer to the Division's "**Providers & Vendors - Division of Developmental Disabilities**" website for instructions and forms at <https://des.az.gov/services/disabilities/developmental-child-and-adult/help-providers>. The report is due by the fifth (5th) day of every month whether there is an NPS to report.
- 5.2.6 The Qualified Vendor shall routinely monitor and supervise direct service staff to ensure the direct service staff has the skills and abilities to work with the members and have developed a positive relationship with the members, their families, or their representatives.

5.3 Training

5.3.1 The Qualified Vendor shall ensure that all direct service staff, including those who are a relative of the member served (family member), comply with the following standards and requirements before providing direct services alone with members, except that (i) staff may work unsupervised for up to ninety (90) days following the date of hire if the only remaining training to be completed is the AHCCCS Direct Care Worker Training program; and (ii) staff may work with on-site personal supervision for up to ninety(90) days following the date of hire while the training described below is in progress. The following training shall be completed no later than ninety (90) calendar days of the date of hire with the agency.

5.3.1.1 Cardiopulmonary Resuscitation (“CPR”) and First Aid.

- a. Training in CPR and First Aid shall be provided or sponsored by a Nationally-recognized organization.
- b. Training sessions shall be in person for the participant to demonstrate learned skills such as chest compressions, and first aid skills. Web-based training without the benefit of on-site return demonstration of skills is not acceptable.
- c. The worker shall obtain and maintain certification in the CPR and first aid training.

5.3.1.2 Article 9, Managing Inappropriate Behaviors (A.A.C. R6-6-906A.-G.) by instructors certified by the Division. Article 9 training shall follow the Division’s training and testing guidelines provided to all Article 9 certified instructors.

5.3.1.3 As indicated on the member’s planning document [i.e., Individual Support Plan (“ISP”)], or as requested by the member, member’s representative, and/or the Division, training on “Client Intervention Techniques” (also known as “Prevention and Support Training”) by an instructor certified by the Division.

5.3.1.4 The needs of the specific member served and the operations of the vendor’s program.

5.3.1.5 Additional skills needed to address the special or extraordinary needs of the member as required by the member’s planning document.

5.3.2 All training completed by direct service staff shall be documented in the direct service staff’s personnel record.

5.3.3 The Qualified Vendor shall encourage participation of members and members’ representatives in presenting staff training.

5.3.4 The Qualified Vendor shall make all training curriculum available upon the request of the

Division. In addition, the Qualified Vendor shall maintain records documenting training for all direct service staff and make those records available upon request by the Division.

5.4 Delivery of Services

- 5.4.1 The member/member's representative has the right and responsibility to choose from the available Qualified Vendors whom he or she believes will best meet the needs of the member. If services are provided to a group of members by one provider, such as a group home, the members shall collectively choose the Qualified Vendor.
- 5.4.2 The Qualified Vendor shall, as set forth in each member's planning document, deliver services to members in such a manner that meets the following service goals:
 - 5.4.2.1 To increase or maintain the self-sufficiency of members.
 - 5.4.2.2 To maintain the health and safety of members.
 - 5.4.2.3 To provide services in a manner that supports and enhances the member's independence, self-esteem, self-worth, mutual respect, value, and dignity.
- 5.4.3 The Qualified Vendor shall ensure that in delivering services, specific service-related activities as well as staffing are:
 - 5.4.3.1 Available and provided at any time as specified in the member's planning document.
 - 5.4.3.2 Modified appropriately in order to accommodate the changing needs of the member and/or his/her environment.
 - 5.4.3.3 Delivered in a manner that takes into consideration the primary language of the member and member's representative as well as any cultural diversity issues.
 - 5.4.3.4 Provided according to the personal needs, cultural considerations / preferences and medical needs of the member.
- 5.4.4 The Qualified Vendor shall ensure that materials, supplies, equipment and activities meet the varied interests, physical needs/abilities, chronological ages and cultural backgrounds of members.
- 5.4.5 The Qualified Vendor shall ensure that services are provided by appropriately qualified and trained staff, including ensuring that all tasks required to be performed by a medical practitioner are performed by a qualified medical practitioner.
- 5.4.6 The Qualified Vendor shall ensure that services are provided in the least restrictive environment.
- 5.4.7 The Qualified Vendor shall ensure that children and adults are not served together unless

specifically approved in the child's planning document.

- 5.4.8 The Qualified Vendor shall not provide more than one (1) type of habilitation service to a member at the same time [e.g., Habilitation Group Home (HAB) at the same time as Habilitation Support (HAH)].
- 5.4.9 The Qualified Vendor direct service staff shall not provide more than one (1) service at a time to one or more members.
- 5.4.10 Agreement services billed to the Division shall be provided by paid staff.
- 5.4.11 Service authorized and provided to a member pursuant to the Arizona Long-Term Care System ("ALTCS") may not be used in place of service provided under or subsidized pursuant to the Individuals with Disabilities Education Act.

5.5 Service (Prior) Authorization

- 5.5.1 Service authorizations and the number of units or days of service will be set by the Division. Changes in authorizations and/or the number of units or days will not require an amendment to the QVA.
- 5.5.2 Prior authorization is required for all services before service delivery.
- 5.5.3 Authorization of a service or the number of service units is subject to change.
- 5.5.4 The Qualified Vendor is responsible for verifying that service is authorized prior to providing the service.
- 5.5.5 Authorization is specific to a member in a particular setting and is not transferable to other members.
- 5.5.6 Prior to making any changes in the number of units or days of service provided (including an increase or decrease in the number of units or days of service) and/or a change in the setting, the Qualified Vendor shall ensure that it has received the appropriate new authorization from the Division. The Qualified Vendor shall not bill for services in excess of either the daily or aggregate amounts authorized by the Division.
- 5.5.7 For the member authorized to receive hourly in-home services, the member/member's representative may request a change in specific worker at any time from the Qualified Vendor. If the Qualified Vendor, prior to the next scheduled service delivery date, does not or cannot provide an alternative in-home worker acceptable to the member/member's representative, the member/member's representative may request from the Division a change of vendor.

5.6 Vendor Calls and Referrals for Services

5.6.1 Vendor Calls.

5.6.1.1 Requirements for the Vendor Call Process are located in the Division's Provider Manual.

5.6.1.2 Vendor calls will be used to identify a viable Qualified Vendor.

5.6.2 Interested Qualified Vendors that have qualified staff available to provide service as outlined in the vendor call must respond using the Division's vendor call system.

5.6.3 The Division will confirm that the member's needs can be met by the Qualified Vendor.

5.6.4 Referrals for Service. When a Qualified Vendor receives a referral for services, the Qualified Vendor shall:

5.6.4.1 Assess the referred member for the service(s) in the referral. Ensure that direct service staff identified to provide the service has the necessary skills and training as identified in the member's planning document (I.E. as Prevention and Support, language skills) to provide services to the member.

5.6.4.2 Inform the Division's referral source whether the Qualified Vendor has the interest in serving the member.

5.6.4.3 Meet or confer with the member and/or the member's representative prior to the start of service delivery to obtain necessary information and have an orientation to the specific needs of the member, including obtaining all required consents.

5.6.4.4 Obtain service authorization from the Division prior to the service start date.

5.6.5 For emergency referrals, the Division will contact the Qualified Vendor and request an immediate response as to whether the provider can appropriately address the emergency needs of the member.

5.7 Member Planning Document and Related Activities

5.7.1 As part of the member's planning process, the Qualified Vendor shall, as appropriate, assist the member's planning team (e.g., ISP/IFSP team) in developing the member's planning document (e.g., ISP/IFSP) and facilitating its implementation. The Qualified Vendor shall support all the applicable planning document goals and ensure that all applicable objectives are implemented. [See Division of Developmental Disabilities, Operations Manual, Chapter 2000, Support Coordination (<https://des.az.gov/home/division-operations-manual>) for a detailed discussion of the development of the planning document and Division of Developmental Disabilities, Provider Policy Manual, Chapter 44, Qualified Vendor Responsibilities for Planning Team Meetings (<https://des.az.gov/content/providers-provider-manual>)].

5.8 Quality Management Plan

- 5.8.1 The Qualified Vendor shall develop and maintain a quality management plan in order to continuously monitor the delivery of services and to ensure that the services are appropriately meeting the objectives set forth in members' planning documents. The Qualified Vendor shall keep the quality management plan on file and make the plan available to the Division or members/ families/member representatives upon request.
- 5.8.2 The quality management plan shall contain elements that address the following:
 - 5.8.2.1 Incident management, corrective action and preventions.
 - 5.8.2.2 Complaints and grievances.
 - 5.8.2.3 Solicitation of input from members, families and/or member representatives including input on member satisfaction, the hiring and/or evaluation of direct service staff, and the improvement of services.
 - 5.8.1.4 Opportunities provided to members/families/member representatives to be actively involved in Qualified Vendor operations.
 - 5.8.1.5 Monitoring and evaluation of services provided (i.e., measurement of outcomes as it relates to the planning document) and the improvement of the quality and appropriateness of services.

5.9 Transition of Members to other Providers

- 5.9.1 There are a number of circumstances under which a Qualified Vendor will become involved in the transitioning of a member to another service provider. All Qualified Vendors shall assist the Division in the transition of the member to the new provider. This may include working closely with the member and family, providing all necessary support services to ensure a smooth transition, and transferring of pertinent records to the new provider. If the Qualified Vendor participates in a transition placement process, it shall maintain documentation of participation and development of the member's planning document.

5.10 Recordkeeping

- 5.10.1 The Qualified Vendor shall maintain books and records related to services and expenditures as required by the Division in rule or policy or in this RFQVA, as may be amended. Documents that the Qualified Vendor shall have on file and available for inspection include but are not limited to:
 - 5.10.1.1 Articles of Incorporation, partnership agreements and/or Internal Revenue Service letters, as applicable.
 - 5.10.1.2 Copies of all licenses, certifications, registration or disclosure forms, or any other documents filed or submitted to, or issued by, any governmental authority

including but not limited to AHCCCS.

- 5.10.1.3 Copies of documentation of successfully completed training.
- 5.10.1.4 A current organizational chart that outlines the functional structure of the organization, including all program areas and staff positions.
- 5.10.1.5 If applicable, a complete list of the members of its Board of Directors, partners, or owners, including names, titles, addresses and phone numbers.
- 5.10.1.6 Current written job descriptions, which include minimum qualifications for training and experience, for each position that will be utilized in the provision of a service under the QVA.
- 5.10.1.7 Current resumes/applications for each person who will be providing services under the QVA. Any documentation regarding personnel actions shall be kept with the person's resume/application.
- 5.10.1.8 Current resumes for persons serving in administrative/management positions.
- 5.10.1.9 Documentation of inspections and licenses necessary to operate a residential setting.
- 5.10.1.10 Copies of vehicle maintenance records and safety inspections for all vendor owned or leased vehicles used to transport members.
- 5.10.1.11 Proof of hours worked by its direct service staff; proof of hours worked shall be set out in time sheets or equivalent documents, or a data system that complies with A.R.S. § 18-442 when using electronic or digital signatures. Any data system utilized by a Qualified Vendor must identify controls to ensure the accuracy and integrity of the data. Direct service staff may include but is not limited to salaried employees, hourly employees, subcontracted staff, agency supervisors, managers or owners.
 - a. The Qualified Vendor acknowledges that procuring and maintaining proof of hours worked that has been appropriately signed or verified at or near the time the work is performed comprises a material part of the Qualified Vendor's performance.
 - b. The Qualified Vendor agrees that an attestation, affidavit, or other method of proof that is made, signed, or verified after the Qualified Vendor submits the claim for payment is insufficient as proof of hours worked.
 - c. Failure to procure and maintain proof of hours worked as set out above and as in "Recordkeeping and Reporting Requirements" of Section 7, *Service Specifications* for each service, shall be sufficient grounds for the Division to deny payment for services and for imposition of other appropriate contract sanctions.

5.10.2 The Qualified Vendor shall maintain a file on each member. A member's file should include the following, as applicable:

- 5.10.2.1 Pertinent documents related to the member's planning document, such as the member's planning document and the member's behavioral health treatment plan.
- 5.10.2.2 Record of services rendered (including administration of medications) and the member's response to services.
- 5.10.2.3 Documentation of communications with the member, member's representative, other service providers, the Support Coordinator, and other persons in order to maintain a complete and accurate record regarding services delivered to the member.
- 5.10.2.4 Copy of the orientation document.
- 5.10.2.5 Copy of the member's attendance sheets.
- 5.10.2.6 Copy of the member's progress reports.
- 5.10.2.7 Documentation of incidents related to the member and/or complaints related to the Qualified Vendor's care of the member and documentation of resolution.
- 5.10.2.8 All required consents, such as General Consent and/or Consent for Use of Behavior Modifying Medications.

5.10.3 All records created and maintained by the Qualified Vendor that pertain to the member shall be made available to the member or his/her legal representative for a period of six (6) years after the Qualified Vendor received its final payment. Upon request, the Qualified Vendor shall produce a legible copy of any or all such records at no cost to the member or his/her legal representative. The member is entitled to one (1) free copy per year.

5.10.4 The Qualified Vendor shall provide incident reports to the member/or members responsible person on request. The Qualified Vendor may redact all information protected from disclosure under the Health Insurance Portability and Accountability Act of 1996 and all applicable implementing Federal regulations. Receipt by the Division of a notice of anticipated inability or unwillingness to comply as required by this section constitutes ground for the termination of this Agreement.

5.11 Application and Use of Rate Book and Billing Manual

5.11.1 In accordance with A.R.S. § 36-557, M, the Division has published a Rate Book describing the rates and rate structure for services described in this RFQVA. The Rate Book is available on the Division's Help for Providers/ Provider Network Information webpage at <https://des.az.gov/services/disabilities/developmental-child-and-adult/help-providers>. The

Rate Book, including any updates, is incorporated by reference into this RFQVA. Qualified Vendors shall be paid the applicable rates as reflected in the Rate Book.

- 5.11.2 The Division and the Qualified Vendor acknowledge that the rate models used to determine the Benchmark Rates do not necessarily reflect actual cost profiles. Actual patterns of expenditures by Qualified Vendors may be different from those outlined in a given rate model.
- 5.11.3 The Division has also published a billing instruction manual. The manual specifies the billing requirements that shall be followed by providers in order to file a claim for services under this RFQVA. The billing instruction manual, including any updates, is incorporated by reference into this RFQVA. Throughout the term of the contract, the Division's billing codes, billing units and associated billing rules are subject to change. Refer to the Division's Help for Providers/ Provider Network Information webpage at (<https://des.az.gov/services/disabilities/developmental-child-and-adult/help-providers>) for information regarding billing codes, billing units and associated billing rules.

SECTION 6

DES/DDD STANDARD TERMS AND CONDITIONS FOR QUALIFIED VENDORS

6.1 Definition of Terms

As used in this Request for Qualified Vendor Applications (“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.
- 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.
- 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 requirements for the Division’s contractors and subcontractors providing services to members eligible for DD/ALTCS and/or receiving Title XIX (ALTCS) funds.
- 6.1.8 “ALTCS” means the Arizona Long Term Care System as defined by A.A.C. R9-28-101.B.2.
- 6.1.9 “Applicant” means a vendor who submits an application in response to the Request for Qualified Vendor Applications.
- 6.1.10 “Application” means a completed copy of the Application and Qualified Vendor Agreement Award form submitted in hardcopy to the Division; the required

information in the **Qualified Vendor Application in the FOCUS system** and submitted electronically to the Division via the Division's website, and approved by the Division; a hardcopy of the required information entered into **Qualified Vendor Application in the FOCUS system** submitted to and approved by the Division; and all applicable submittals required in the Qualified Vendor Application Assurances and Submittals form submitted to and approved by the Division.

- 6.1.11 "Arizona Administrative Code (A.A.C.)" means State regulations established pursuant to relevant statutes.
- 6.1.12 "Arizona Revised Statutes (A.R.S.)" means Laws of the State of Arizona.
- 6.1.13 "Business Day" means between the hours of 8:00 a.m. and 5:00 p.m. Arizona time any day of the week other than Saturday, Sunday, a legal holiday, or a day on which the Division is authorized or obligated by law or executive order to close.
- 6.1.14 "Clean Claim" means claims that may be processed without obtaining additional information from the provider of service or from a third party but does not include claims under investigation for fraud and abuse or claims under review for medical necessity (A.R.S. § 36-2904.G.1).
- 6.1.15 "Client," "Member," "DD/ALTCS Member," "Consumer," or "Individual" means a person who is authorized to receive services through the Division.
- 6.1.16 "Code of Federal Regulations or "C.R.F." means the general and permanent rules published in the Federal Register by the departments and agencies of the Federal Government.
- 6.1.17 "Community Developmental Disability Services" means any service or support the Division is authorized to purchase on behalf of individuals with developmental disabilities and their families or guardians.
- 6.1.18 "Days" means calendar days unless otherwise specified.
- 6.1.19 "Department" or "ADES" means the Arizona Department of Economic Security, unless otherwise indicated.
- 6.1.20 "Division" or "DDD" means the Division of Developmental Disabilities within the Department of Economic Security. References to rules, policies, or procedures of the Division shall be deemed to include all rules, policies, and procedures of the Department.

- 6.1.21 “Effective Date” means the date that the Procurement Officer signs the Qualified Vendor Agreement Award, unless another date is specifically stated in the Agreement.
- 6.1.22 “Encounter” means the record of a claim as adjudicated by the Division for a health care related service rendered by provider(s) registered with AHCCCS to an AHCCCS member who is enrolled with the Division on the date of service (A.A.C. R9-22-701).
- 6.1.23 “Gratuity” means a payment, loan, subscription, advance, deposit of money, services, or anything of more than nominal value, present or promised, unless consideration of substantially equal or greater value is received.
- 6.1.24 “Health Insurance Portability and Accountability Act “or “HIPAA” means the Health Insurance Portability and Accountability Act [Public Law (P. L.) 104-191]; also known as the Kennedy-Kassebaum Act, signed August 21, 1996 that addresses issues regarding the privacy and security of member confidential information.
- 6.1.25 “Individual Independent Provider” as referenced in this document means a person who is qualified to provide the service, does not have any employees, has a provider identification number, and has an individual service agreement with the Division to provide one or more of the following services: Attendant Care; Habilitation, Hourly Support; Homemaker; Respite; or Habilitation, Individually Designed Living Arrangement.
- 6.1.26 “Individual Support Plan” or “ISP” means a written statement of services to be provided to a Division member with developmental disabilities including habilitation goals and objectives and a listing of the services, if any, the member is authorized to receive. The ISP incorporates and replaces the Individual Program Plan, the placement evaluation, the individualized service program plan and the service program plan used in A.R.S. § 36-557 (as may be amended). ISP incorporates the Individual Family Service Plan (“IFSP”) as defined in Section 809.1 of the Division’s Policy and Procedures Manual as well as a Person-Centered Plan, which describes the type, frequency, and duration of the services and supports needed to achieve the appropriate outcomes for a member. The ISP or IFSP is also referred to as the “planning document”.
- 6.1.27 “Individual Support Plan Team” or “ISP Team” means a group of persons including the member, the member’s representative, and other persons selected by the member, assembled by the Division and coordinated by the member’s Support Coordinator to develop the member’s planning document [e.g., Individual Support Plan (ISP)].

- 6.1.28 “Material Event” is an event that could prevent or impede the vendor’s ability or legal authority to perform its duties under this Agreement, including but not limited to the duty to render services in a manner that protects the health and safety of DDD members. The following are deemed to be material events: (but the following are not intended to include every possible material event): (i) any regulatory enforcement action is brought against the vendor, including but not limited to actions relating to any license, permit, or certification held by the vendor; (ii) the vendor is the subject of a filing in bankruptcy (either by the vendor or another party); (iii) the vendor is a party to litigation or other legal action where damages or other remedies are sought from the vendor, including but is not limited to actions alleging the vendor’s default on payment of wages, indebtedness, or taxes; (iv) the vendor’s assets are subject to a court-ordered restriction on transfer, including but not limited to attachment or garnishment (however, an order to garnish the wages of an employee of the vendor is not considered to be a restriction on the transfer of the vendor’s assets, for purposes of this Agreement); (v) any officer, director, or other management official of the vendor, or any person owning or controlling over 25% of any class of securities issued by the vendor, is the subject of regulatory enforcement action, criminal prosecution, or an action alleging dishonesty or fraud.
- 6.1.29 “May” indicates something that is not mandatory but permissible.
- 6.1.30 “Member/Member Representative” means with respect to the Client, either the Client or the Responsible Person, as appropriate.
- 6.1.31 “Procurement Officer” means the person duly authorized to enter into and administer Agreements and make written determinations with respect to the Agreement or his/her designee.
- 6.1.32 “Professional Independent Provider” means a person who is licensed or certified under Title 32, A.R.S., who provides services for members as a Qualified Vendor and is not an employee or a subcontractor of a provider agency.
- 6.1.33 “Qualified Vendor” means any person or entity that has an Agreement with the Division of Developmental Disabilities.
- 6.1.34 “Record” means any data in any form that is required to be created and/or maintained to document performance of the Agreement.
- 6.1.35 "Responsible person" means the parent or guardian of a developmentally disabled minor, the guardian of a developmentally disabled adult or a developmentally disabled adult who is a member (client) for whom no guardian has been appointed.

- 6.1.36 “Shall” or “Must” indicates a mandatory requirement. Failure to meet these mandatory requirements may result in the rejection of an Application or termination of the Agreement, in whole or in part.
- 6.1.37 “Should” indicates something that is recommended but not mandatory. If the Applicant fails to provide recommended information, the State may, at its sole option, ask the Applicant to provide the information or evaluate the Application without the information.
- 6.1.38 “Subcontract” means any arrangement, expressed or implied, between the Qualified Vendor and another party or between a subcontractor and another party delegating or assigning, in whole or in part, the making or furnishing of any material or any service required for the performance of this Agreement.
- 6.1.39 “State” means the State of Arizona and the Department or Agency of the State that executes the Agreement.
- 6.1.40 “Third Party Liability” means the resources available from a person or entity that is or may be, by agreement, circumstances, or otherwise, liable to pay all or part of the medical expenses incurred by a Division client (A.A.C. R6-6-101.71 and A.A.C. Title 9, Chapter 22, Article 10).
- 6.1.41 “Third Party Payor” means any individual, entity or program that is or may be liable to pay all or part of the medical cost of injury, disease or disability of a Division client (A.A.C. R6-6-101.72).
- 6.1.42 “Vendor Call” means a notice from the Division inviting Qualified Vendors and individual independent providers to submit a response indicating their availability to provide services for a specific member or specific group of members, based on the requirements defined in the member’s planning document.

6.2 Agreement Interpretation

6.2.1 Arizona Law.

Arizona law applies to this Agreement.

6.2.2 Implied Agreement Terms.

Each provision of law and any terms required by law to be in this Agreement are a part of this Agreement as if fully stated in it.

6.2.3 Agreement Order of Precedence.

In the event of a conflict in the provisions of the Agreement, as accepted by the State and as they may be amended, the following shall prevail in the order set forth below:

- 6.2.3.1 Qualified Vendor Award;
- 6.2.3.2 DES/DDD Standard Terms and Conditions for Qualified Vendors;
- 6.2.3.3 Service Requirements/Scope of Work;
- 6.2.3.4 Service Specifications;
- 6.2.3.5 Rates;
- 6.2.3.6 Information entered into the **Qualified Vendor Contract (QVC) in the FOCUS system** (most recently approved); and
- 6.2.3.7 Attachments to information entered into **QVC** (most recently approved).

6.2.4 Relationship of Parties.

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

6.2.5 Severability.

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

6.2.6 No Parol Evidence.

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

6.2.7 No Waiver.

Either party's failure to insist on strict performance of any term or condition of the Agreement shall not be deemed a waiver of that term or condition even if the party accepting or acquiescing in the nonconforming performance knows of the nature of the performance and fails to object to it.

6.2.8 Headings.

The section headings used in the Agreement are for reference and convenience only and shall not enter into any interpretation of the Agreement.

6.3 Agreement Administration and Operation

6.3.1 Records.

6.3.1.1 Under A.R.S. §§ 35-214 and 35-215, the Qualified Vendor shall retain and shall contractually require each subcontractor to retain all data and other records ("records") relating to the acquisition and performance of the Agreement for a period of five (5) years after the date of final payment under the Agreement. In compliance with A.R.S. § 12-2297, the Qualified Vendor shall retain records as follows: (i) if the member is an adult, for a period of six (6) years from the date of final payment; (ii) if the member is a child, either for at least three (3) years after the child's eighteenth (18th) birthday or for at least six (6) years after the date of final payment, whichever occurs later. All records shall be subject to inspection and audit by the State at reasonable times. Upon request, the Qualified Vendor shall produce a legible copy of any or all such records.

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

6.3.1.3 The Qualified Vendor shall provide at no charge all records requested by the Department or its attorneys (which may include, but is not limited to, requests relating to Adult Protective Services, Child Support Enforcement, or Child Protective Services), and/or the AHCCCS and all information from its records relating to the performance of this Agreement that the Department or the AHCCCS may reasonably require. The Qualified Vendor reporting requirements hereunder may include, but are not limited to, timely and detailed utilization statistics, information and reports. Unless otherwise agreed to by the Department, records requested by the Department or its attorneys are to be provided prior to or on the date set forth in the request. If the Qualified Vendor receives the request less than seven (7) business days prior to the response date specified, the Qualified Vendor shall make diligent efforts to comply with the request and notify the Department of the status of its efforts to comply.

- 6.3.1.4 The Qualified Vendor shall follow all policies and procedures of the Division for the acceptance, retention, disposition, and accounting for member (client) funds. The Qualified Vendor also shall develop and maintain internal policies and procedures for the administration of such funds. All Division policies are posted on the Division's website at www.azdes.gov/ddd.
- 6.3.1.5 The Division is responsible for submission of accurate Encounters to AHCCCS for all Agreement services rendered to eligible members by the Qualified Vendor and any subcontractor. Claims filed by the Qualified Vendor are the basis of the encounter submission by the Division. Qualified Vendors shall work with the Division to ensure that Encounters effectively occur. This shall include adhering to Division Billing Requirements. Billing Requirements are posted on the Division website at www.azdes.gov/ddd.
- 6.3.1.6 Agreement service records will be maintained in accordance with this Agreement. Records shall, as applicable, meet the following standards:
- 6.3.1.6.1 Adequately identify the service provided;
- 6.3.1.6.2 Include personnel records, which contain applications for employment, job titles and descriptions, hire and termination dates, copies of the fingerprint clearance cards, wage rates, and effective dates of personnel actions affecting any of these items;
- 6.3.1.6.3 Include time and attendance records for individual employees to support all salaries and wages paid and claims for payment from the Division;
- 6.3.1.6.4 Include records of the source of all receipts and the deposit of all funds received by the Qualified Vendor;
- 6.3.1.6.5 Include original copies of billing or other records relating to disbursements including but not limited to invoices, statements, sales tickets, billings for services, deposit slips, etc., and a cash disbursement journal and cancelled checks to reflect all disbursements applicable to the Agreement;
- 6.3.1.6.6 Include a complete general ledger with accounts for the collection of all costs and/or fees applicable to the Agreement; and
- 6.3.1.6.7 Include copies of lease/rental contracts, mortgages and/or any other contracts, which in any way may affect Qualified Vendor expenditures.
- 6.3.1.7 Any such records not maintained shall mandate an audit exception in the amount of the inadequately documented expenditures.

6.3.1.8 If this Agreement is completely or partially terminated, the records relating to the work terminated shall be preserved and made available for a period of five (5) years from the date of final payment under the Agreement. In compliance with A.R.S. § 12-2297, the Qualified Vendor shall retain records as follows; (i) if the member is an adult, for a period of six (6) years from the date of final payment; (ii) if the member is a child, either for at least three (3) years after the child's eighteenth (18th) birthday or for at least six (6) years after the date of final payment, whichever occurs later. Records which related to disputes, litigation or the settlement of claims arising out of the performance of this Agreement, or costs and expenses of this Agreement to which exception has been taken by the state, shall be retained by the Qualified Vendor until such disputes, litigations, claims or exceptions are resolved by way of a binding agreement, the rendering of a final judgment, or the claims have otherwise been dismissed.

6.3.2 Non-Discrimination.

In accordance with A.R.S. § 41-1461 *et seq.* and Executive Order 2009-09, the Qualified Vendor shall provide equal employment opportunities for all persons, regardless of race, color, religion, creed, sex, age, national origin, disability or political affiliation.

6.3.2.1 Unless exempt under Federal law, the Qualified Vendor shall comply with Title VI and Title VII of the Civil Rights Act of 1964, the Age Discrimination in Employment Act, the Rehabilitation Act of 1973, the Fair Labor Standards Act of 1938, the Americans with Disabilities Act, and the Arizona Disability Act.

6.3.2.2 If Qualified Vendor is an Indian Tribal Government, Qualified Vendor shall comply with the Indian Civil Rights Act of 1968. It shall be permissible for an Indian Tribal Qualified Vendor to engage in Indian preference in hiring.

6.3.2.3 Unless expressly waived by the Division, the following shall be included in all publications, forms, flyers, etc. that are distributed to recipients of Agreement services:

Under Titles VI and VII of the Civil Rights Act of 1964 (respectively "Title VI" and "Title VII") and the Americans with Disabilities Act of 1990 (ADA) Section 504 of the Rehabilitation Act of 1973 and the Age Discrimination Act of 1975, *insert Qualified Vendor name here*) prohibits discrimination in admissions, programs, services, activities or employment based on race, color, religion, sex, national origin, age, and disability. The *(insert Qualified Vendor name here)* must make a reasonable accommodation to allow a person with a disability to take part in a program, service, or activity. Auxiliary aids and services are available upon request to individuals with disabilities. For example, this means that if necessary, the *(insert Qualified Vendor name here)* must provide sign language interpreters for people who are deaf, a wheelchair accessible location, or enlarged print

materials. It also means that the *(insert Qualified Vendor name here)* will take any other reasonable action that allows you to take part in and understand a program or activity, including making reasonable changes to an activity. If you believe that you will not be able to understand or take part in a program or activity because of your disability, please let us know of your disability needs in advance if possible. To request this document in alternative format or for further information about this policy please contact: *(insert Qualified Vendor contact person and phone number here)* Para obtener este documento en otro formato u obtener información adicional sobre esta política, *(insert Qualified Vendor contact person and phone number here)*”.

6.3.3 Audit.

- 6.3.3.1 Pursuant to A.R.S. § 35-214, at any time during the term of this Agreement and five (5) years, or in compliance with A.R.S. § 12-2297, the Qualified Vendor shall retain records as follows; (i) if the member is an adult, for a period of six (6) years from the date of final payment; (ii) if the member is a child, either for at least three (3) years after the child’s eighteenth (18th) birthday or for at least six (6) years after the date of final payment, whichever occurs later, the Qualified Vendor’s and/or any subcontractor’s books and records shall be subject to audit by the State and, where applicable, the Federal Government, to the extent that the books and records relate to the performance of the Agreement or subcontract.
- 6.3.3.2 All Qualified Vendors are subject to the programmatic and fiscal monitoring requirements of each Department program to ensure accountability of the delivery of all goods and services.
- 6.3.3.2.1 The Qualified Vendor shall comply with the AHCCCS financial viability standards. AHCCCS’ current financial viability standards include: current assets divided by current liabilities must be equal to or greater than a ratio of 1.00. Current assets may include any long-term investments that can be converted to cash within twenty-four (24) hours without significant penalty [(i.e., greater than twenty (20) percent]. If current assets include a receivable from a parent company, the parent company must have liquid assets that support the amount of the inter-company loan.
- 6.3.3.3 The Qualified Vendor must prepare financial reports in accordance with Generally Accepted Accounting Principles (“GAAP”). Annual financial audit reports must be conducted in accordance with Generally Accepted Auditing Standards (“GAAS”) audited by an independent Certified Public Accountant. The completed audited Financial Statement Report package must be submitted to the Division person designated to receive notices within thirty (30) days after completion of the audit unless a different time is requested and approved by the Division.

- 6.3.3.3.1 Audits of non-profit corporations receiving Federal or State monies required pursuant to Federal or State law must be conducted as provided in 31 United States Code (“U.S.C.”) Section 7501 *et seq.* and A.R.S. §35-181.03 and any other applicable statutes, rules, regulations, and standards.
- 6.3.3.4 A Qualified Vendor receiving five million dollars (\$5,000,000) or more in payments from the Department for Qualified Vendor services in any state fiscal year shall provide the Department the following: (a) Quarterly financial statements no later than sixty (60) days following the end of the quarter, and (b) Annual audited financial statements no later than thirty (30) days after the completion of the audit unless a different time has been requested and approved by the Division.
- 6.3.3.5 A Qualified Vendor receiving payments from the Department for Qualified Vendor services in any state fiscal year in the amount of at least two million dollars (\$2,000,000) but less than five-million dollars (\$5,000,000) shall provide the Department the following: (a) Semi-annual financial statements no later than sixty (60) days following the end of the **second (2nd) and fourth (4th) quarters;** and (b) Annual financial statements that have been reviewed by an independent Certified Public Accountant. Review report must consist of at least a Balance Sheet, Income Statement and Statement of Cash Flows. Annual financial statements shall be submitted to the Division no later than thirty (30) days after the completion of the review unless a different time has been requested and approved by the Division.
- 6.3.3.6 A Qualified Vendor receiving payments from the Department for Qualified Vendor services in any state fiscal year in the amount of at least one million dollars (\$1,000,000) to less than two-million dollars (\$2,000,000) shall provide the Department the following: **(a) Annual Financial Statements no later than sixty (60) days following the end of the fiscal year and (b) compilation that has been compiled by an independent Certified Public Accountant. A compilation must consist of at least a Balance Sheet, Income Statement and Statement of Cash Flows.** Annual financial statements shall be submitted to the Division no later than thirty (30) days after the completion of the compilation unless a different time has been requested and approved by the Division.
- 6.3.3.7 A Qualified Vendor receiving payments from the Department for Qualified Vendor services in any state fiscal year less than one million dollars (\$1,000,000) shall provide the Department an annual financial statement that consists of a Balance Sheet, Income Statement, and Statement of Cash Flows within one hundred twenty (120) days after fiscal year end. **If you are a Sole Proprietor (not incorporated) entity without employees, you may submit your tax returns for the fiscal year (in lieu of the financial statements) no later than 120 days after the fiscal year ends.**

6.3.4 Notices.

All Notices from the Division to Qualified Vendors shall reference the Solicitation RFQVA. Notices from Qualified Vendors to the Division shall reference the Agreement Number. Notices to the Qualified Vendor required by this Agreement may be made by the State via email to the email contact indicated on the Qualified Vendor Application form submitted by the Qualified Vendor. Notices to the Qualified Vendor by the State may be made solely via email. Therefore, the Qualified Vendor is always required to keep their Qualified Vendor Agreement email contact and address updated to ensure receipt of notices from the State. Notices to the State required by the Agreement shall be mailed by the Qualified Vendor to the Division's Contract Manager at the following address:

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

or e-mailed to DDDDContractsManager@azdes.gov unless a hardcopy signature or original document is required. All notices or other documentation supplied to the Division by the Qualified Vendor shall contain the Qualified Vendor number, Agreement number, and name of the entity.

6.3.5 Advertising and Promotion of Agreement.

6.3.5.1 The Qualified Vendor shall not advertise or publish information for commercial benefit concerning this Agreement without the prior written approval of the Division.

6.3.5.2 The Qualified Vendor shall provide to the Division for review and approval all reports or publications (written, visual, and/or audio) which are intended for Division members or applicants regarding services funded or partially funded under the Qualified Vendor Agreement a minimum of thirty (30) calendar days prior to delivery or publication. The preceding sentence does not apply to communications directed to the general public. The Qualified Vendor shall refer to the Division's Provider Manual for guidance on submitting and processing materials pursuant to this subsection.

6.3.5.2.1 All reports and publications, whether written, visual, and/or audio, shall contain the following statement: "The program described in this publication is funded through a contract with the Arizona Department of Economic Security (the "Department"). Points of view are those of the author and do not necessarily represent the official position or policies of the Department."

6.3.6 Property of the State.

6.3.6.1 Any materials, including reports, computer programs and other deliverables, created under this Agreement are the sole property of the State. The Qualified Vendor is not entitled to a patent or copyright on those materials and may not transfer the patent or copyright to anyone else. The Qualified Vendor shall not use or release these materials without the prior written consent of the State.

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

6.3.6.3 At the termination of the Agreement, in whole or in part, the Qualified Vendor shall make available all such relevant materials, reports, data and information to the Division within thirty (30) days following termination of the Agreement or such longer period as approved by the Division.

6.3.7 Confidentiality.

6.3.7.1 The Qualified Vendor shall observe and abide by all applicable State and Federal statutes, rules and regulations regarding the use or disclosure of information including, but not limited to, information concerning applicants for and recipients of Agreement services. To the extent permitted by law, the Qualified Vendor shall release information to the Department and the Attorney General's Office as required by the terms of this Agreement, by law or upon their request.

6.3.7.2 The Qualified Vendor shall comply with the requirements of the Arizona Address Confidentiality Program, A.R.S. § 41-161 *et seq.*

6.3.8 Agreement Term.

The term of this Agreement shall be the period from the date of signing by the Department to the Agreement termination date as awarded or extended, or such earlier date as provided under Section 6.10. The Qualified Vendor will not be paid or reimbursed for Agreement services provided prior to the date services are authorized to begin.

6.3.9 Agreement Extension.

The maximum term for this Agreement is ten (10) years from January 1, 2011. This Agreement will expire no later than December 31, 2021. The Agreement can be terminated as specified in Section 6.10 *et seq.* of these terms and conditions. The Procurement Officer may exercise the Division's option to extend or renew the Agreement by unilateral Agreement amendment; a written amendment signed by both parties shall not be necessary. The Division has no obligation to extend or renew this Agreement.

6.3.10 Cooperation.

6.3.10.1 The Department may undertake or award other Agreements or Contracts for additional work related to the work performed by the Qualified Vendor, and the Qualified Vendor must fully cooperate with such other Qualified Vendors, Contractors, and State employees, and carefully fit its own work to such other work. The Qualified Vendor may not commit or permit any act that will interfere with the performance of work by any other Qualified Vendor, Contractor, or by State employees. The Qualified Vendor shall cooperate with the State in the transfer of work, services, case records or files from the Qualified Vendor to any other Qualified Vendor(s), Contractor(s), or State employee(s) that the State deems appropriate for the other Qualified Vendor(s), Contractor(s), or State employee(s) to perform work under their Agreement, Contract, or duties as a State employee.

6.3.11 Technical Assistance.

The Division may, but shall not be obligated to, provide technical assistance to the Qualified Vendor in the administration of Agreement services, or relating to the terms and conditions, policies and procedures governing this Agreement.

Notwithstanding the foregoing, the Qualified Vendor shall not be relieved of full responsibility and accountability for the provision of Agreement services in accordance with the terms and conditions set forth herein.

6.3.12 Enrollment; Disenrollment.

Procedures for enrollment of a member in Qualified Vendor services and termination of enrollment with the Qualified Vendor shall be in accordance with the Agreement and all applicable Division and/or AHCCCS rules and policies. AHCCCS rules and policies may be found at <https://azahcccs.gov/>.

6.3.13 Offshore Performance of Work Prohibited.

Due to security and identity protection concerns, direct services under this Agreement shall be performed within the borders of the United States. Any services that are described in the specifications or scope of work that directly serve the State of Arizona or Members and may involve access to or transmission of secure or sensitive data or personal information or development or modification of software for the State shall be performed within the borders of the United States. Unless specifically stated otherwise in the specifications or scope of work, this definition does not apply to indirect or “overhead” services, redundant back- up services or services that are incidental to the performance of the Agreement. This provision applies to work performed by subcontractors at all tiers.

6.4 Costs and Payments

6.4.1 Payments.

- 6.4.1.1 Upon delivery of goods or services, the Qualified Vendor shall submit a claim. Submission of the claim constitutes an affirmation by the Qualified Vendor that the claim is accurate. Nothing in this Agreement requires the State to pay claims any sooner than thirty (30) days after receipt of an accurate claim.
- 6.4.1.2 The Qualified Vendor is paid a specified amount for each unit of service or deliverable as designated in the service specification and *RateBook* or negotiated rate, not to exceed the maximum number of units indicated by the authorization for each Agreement service/deliverable.
- 6.4.1.3 The Qualified Vendor shall report Agreement expenditures to the Division in the manner prescribed by the “Records,” “Audits,” and “Reporting Requirements” sections of these terms and conditions. Upon receipt of applicable, accurate and complete reports, the Division shall authorize payment or reimbursement in accordance with the method(s) prescribed by this Agreement.
- 6.4.1.4 If the Qualified Vendor is in any manner in default in the performance of any obligation under this Agreement, or if audit exceptions are identified, the Division may, at its option and in addition to other available remedies, either offset the amount of payment or withhold payment until satisfactory resolution of the default or exception.
- 6.4.1.5 The Division will not pay the Qualified Vendor:
 - 6.4.1.5.1 For services that exceed the authorization.
 - 6.4.1.5.2 For services performed prior to or after the term of the Agreement.
 - 6.4.1.5.3 For services delivered prior to licensing if licensing is required.
 - 6.4.1.5.4 For services delivered prior to required certification including but not limited to certification as a Home and Community Based Service provider.
 - 6.4.1.5.5 For services delivered prior to AHCCCS registration.
- 6.4.1.6 Claims by the Qualified Vendor shall be submitted to the Division on the Division’s approved Billing Documents and in the format required by the Division, AHCCCS or the Federal government under the electronic submission requirements of the HIPAA of 1996.

- 6.4.1.7 The Division is not obligated to pay for services provided without prior authorization. An initial claim for services must be received by the Division no later than six (6) months from the date of service, unless the claim involved retro-eligibility. Claims initially received beyond the six (6) month time frame, except claims involving retro-eligibility, will be denied. If a claim is originally received within the six (6) month time frame, the Qualified Vendor will have up to twelve (12) months from the date of service or sixty (60) from the date of the recoupment to correctly resubmit the claim in order to achieve clean claim status or to adjust a previously processed claim, unless the claim involves retro-eligibility. If a claim does not achieve clean claim status or is not adjusted correctly within twelve (12) months, the Division is not liable for payment.
- 6.4.1.8 For the purpose of determining the date of receipt of a claim, the date of receipt is the date the Division receives the claim. Only claims received by the Division in accordance with the provisions of this section will be considered for payment.
- 6.4.1.9 The Qualified Vendor must obtain any necessary authorization from the Division or AHCCCS for services provided to members and shall comply with encounter reporting and claims submission requirements of the Division and AHCCCS.
- 6.4.1.10 Corrections to claims submitted to the Division in which an underpayment was made due to either billing errors or an error on the part of the Division when paying must be made within a twelve (12) month period following delivery of service. Underpayment billing corrections will not be considered beyond twelve (12) months from service delivery.
- 6.4.2 Applicable Taxes.
- 6.4.2.1 *Payment of Taxes*
- The Qualified Vendor shall be responsible for paying all applicable taxes.
- 6.4.2.2 *State and Local Transaction Privilege Taxes*
- The State of Arizona is subject to all applicable state and local transaction privilege taxes. Transaction privilege taxes apply to the sale and are the responsibility of the seller to remit. Failure to collect taxes from the buyer does not relieve the seller from its obligation to remit taxes.
- 6.4.2.3 *Tax Indemnification*
- The Qualified Vendor and all subcontractors shall pay all Federal, State and local taxes applicable to its operation and any persons employed by the Qualified Vendor. The Qualified Vendor shall, and require all subcontractors to, hold the State harmless from any responsibility for taxes, damages and interest, if applicable, contributions required under Federal, and/or State and local laws and

regulations and any other costs including transaction privilege taxes, unemployment compensation insurance, Social Security and Worker's Compensation.

6.4.2.4 *Arizona Substitute W-9 Form*

In order to receive payment under the Agreement, the Qualified Vendor shall have a current Arizona Substitute W-9 Form on file with the State of Arizona and shall submit an Arizona Substitute W-9 upon request by the Division. An Arizona Substitute W-9 will need to be submitted if there are any changes to the Qualified Vendor's address, name, telephone number or other information. A copy of this Arizona Substitute W-9 form can be found at the Arizona Department of Administration's General Accounting Office website at www.gao.az.gov

6.4.3 Availability of Funds.

The Department may adjust payment authorizations, adjust prior service authorizations, or terminate this Agreement, in whole or in part, without further recourse, obligation, or penalty if insufficient funds are appropriated or allocated. The Director of the Department shall have the sole and unfettered discretion in determining the availability of funds.

6.4.3.1 Reduction in Appropriations.

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

- Post revised rates in the *RateBook*;
- Cancel the Agreement;
- Cancel the Agreement and re-solicit the requirements.

6.4.4 Certification of Cost or Pricing Data.

By signing the Qualified Vendor Application, Agreement, Agreement Amendment or other official form, the Qualified Vendor is certifying that, to the best of the Qualified Vendor's knowledge and belief, any cost or pricing data submitted is accurate, complete and current as of the date submitted or other mutually agreed upon date. Furthermore, the price to the State shall be adjusted to exclude any significant amounts by which the State finds the price was increased because the Qualified Vendor-furnished cost or pricing data was inaccurate, incomplete or not current as of the date of certification. Such adjustment by the State may include overhead, profit or fees. The certifying of cost or pricing data does not apply when Agreement rates are set by law or regulation.

6.4.5 Fees and Program Income.

- 6.4.5.1 The Qualified Vendor shall impose no fees or charges of any kind upon members for services authorized under this Agreement; this prohibition includes but is not limited to seeking indemnification, release, or other contract rights from the member.
- 6.4.5.2 The Qualified Vendor shall not submit a claim, demand, or otherwise collect payment from a member for ALTCS services in excess of the amount paid to the Qualified Vendor by the AHCCCS or the Division. The Qualified Vendor shall not bill or attempt to collect payment directly or through a collection agency from a member claiming to be ALTCS eligible without first receiving verification from the AHCCCS that the member was ineligible for ALTCS on the date of service or that services provided were not ALTCS covered services (A.A.C. R9-22-702).
- 6.4.5.3 The Division shall collect Client Share of Cost as described in A.A.C. R6-6-1201 *et seq.* The Qualified Vendor may not collect this amount from members.
- 6.4.5.4 Members may be assessed a cost sharing requirement in the form of a co-payment for certain medical services (A.A.C. R9-22-711). Residential Qualified Vendors may need to facilitate payment of this charge from client trust fund accounts.

6.4.6 Levels of Service.

- 6.4.6.1 The Department makes no guarantee to purchase specific quantities of goods or services, or to refer members as may be identified or specified herein. Further, it is understood and agreed that this Agreement is for the sole convenience of the Department and that the Department reserves the right to obtain like goods or services from other sources.
- 6.4.6.2 Any administration within the Department may obtain services under this Agreement.
- 6.4.6.3 The Division makes no guarantee to purchase all the service capacity or to provide any number of referrals.
- 6.4.6.4 Any change in member residential placement requires approval by the appropriate Division District Administration. The Division reserves the authority to make any and all determinations regarding member need. Except in an emergency need situation, changes in residential placement require sixty (60) day written prior notification by either the Qualified Vendor or the Division of Developmental Disabilities.

6.4.7 Payment Recoupment.

- 6.4.7.1 The Qualified Vendor shall reimburse the Division upon demand or the Division may deduct from future payments the following:

- 6.4.7.1.1 Any amounts received by the Qualified Vendor from the Division for Agreement services that have been inaccurately reported or fail to meet payment requirements;
- 6.4.7.1.2 Any amounts paid by the Qualified Vendor to a subcontractor if the Qualified Vendor entered into the subcontract without advance notice to the Division;
- 6.4.7.1.3 Any amount or benefit paid directly or indirectly to an individual or organization not in accordance with the “Substantial Interest Disclosure” section of these terms and conditions;
- 6.4.7.1.4 Any amounts paid by the Division for services that duplicate services covered or reimbursed by other specific grants, contracts, or payments;
- 6.4.7.1.5 Any amounts paid to the Qualified Vendor or reimbursed in excess of the Agreement or service reimbursement ceiling;
- 6.4.7.1.6 Any amounts paid to the Qualified Vendor that are subsequently determined to be defective pursuant to the “Certification of Cost or Pricing Data” section of these terms and conditions;
- 6.4.7.1.7 Any payments made for services rendered before the Agreement date or after the Agreement termination date (whether in whole or in part); and
- 6.4.7.1.8 Any amount paid to the Qualified Vendor by the Division that is identified as a financial audit exception.
- 6.4.8 Reporting Requirements.
- 6.4.8.1 Unless otherwise provided in this Agreement, reporting shall adhere to the following schedule: no later than the thirtieth (30th) day following the end of each month during the Agreement term, the Qualified Vendor shall submit required programmatic and financial reports to the Division in the form set forth in the Agreement or as required by the Division. Failure to submit accurate and complete reports by the thirtieth (30th) day following the end of a month may result, at the option of the Division, in delay of payment. Failure to provide such report within forty-five (45) days following the end of a month may result, at the option of the Division, in a termination of the Agreement.
- 6.4.8.2 No later than the forty-fifth (45th) day following the termination of this Agreement, in whole or in part, the Qualified Vendor shall submit to the Division a final program and fiscal report. Failure to submit the final program and fiscal report within the above time period may result, at the option of the Division, in forfeiture of final payment. Following the end of each Agreement term, the Qualified Vendor shall submit programmatic and financial reports to the Division

in the form set forth in the contract no later than the forty-fifth (45th) day following the end of each Agreement term. The final fiscal report for the Agreement term shall include all adjustment to prior financial reports submitted for the Agreement term.

6.4.8.3 All records or other documentation supplied to the Division by the Qualified Vendor shall contain the Qualified Vendor number, Agreement number, name of the entity, and be submitted to the person designated by the Division.

6.4.8.4 Earned income reports for employment-related services shall be submitted to the Division by the Qualified Vendor no later than the fifteen (15th) day of each month following the service. This also applies to Qualified Vendors who contract with another division to provide employment-related services to the Division's members.

6.4.8.5 The Qualified Vendor shall comply with any other reporting requirements as specified in the Agreement or as required by the Division.

6.4.9 Substantial Interest Disclosure.

6.4.9.1 The Qualified Vendor shall not make any payments, either directly or indirectly, to any person, partnership, corporation, trust, or any other organization that has a substantial interest in the Qualified Vendor's organization or with which the Qualified Vendor (or one of its directors, officers, owners, trust certificate holders or a relative thereof) has a substantial interest, unless the Qualified Vendor has made a full written disclosure of the proposed payments, including amounts, to the Division.

6.4.9.2 Leases or rental contracts or purchase of real property that would be covered by item 6.4.9.1 of this section shall be in writing and accompanied by an independent commercial appraisal of fair market rental, lease, or purchase value, as appropriate.

6.4.9.3 For the purpose of this section, "relative" shall have the same meaning as in A.R.S. § 38-502, including the definition therein as it may be amended.

6.4.10 Coordination of Benefits; Third Party Liability Determination.

6.4.10.1 When applicable, the Qualified Vendor shall establish and maintain a third-party payor identification process.

6.4.10.1.1 The Qualified Vendor shall report to the Division any updates to the member-specific third-party liability information within ten (10) business days of learning of the new information.

- 6.4.10.2 When applicable, the Qualified Vendor shall seek payment from the third party utilizing the AHCCCS-approved Current Procedural Terminology codes (CPT) or Healthcare Common Procedure Coding System (“HCPCS”) for the service provider’s category of service, up to the amount of liability before submitting a claim to the Division.
- 6.4.10.3 When submitting a claim to the Division, the Qualified Vendor shall also provide information acceptable to the Division showing the rejection or nonpayment of the claim by the third party. Acceptable information includes, but is not limited to, an “explanation of benefits” form when the third party is an insurance company whose potential liability for the claim arises out of a contract of insurance.
- 6.4.10.4 In the event the Qualified Vendor receives payment from a third-party payor in an amount that meets or exceeds the published rate, the Qualified Vendor shall report the provision of service on the claim document showing no amount due from the Division.
- 6.4.10.5 To the extent the Division pays all or a portion of a claim of the Qualified Vendor, the Qualified Vendor hereby assigns to the Division all rights it would otherwise have had from the third party or from any other source.
- 6.4.10.6 AHCCCS rules apply to the coordination of benefits under this Agreement.

6.5 Accountability

6.5.1 Professional Standards.

The Qualified Vendor shall deliver services in a humane and respectful manner and in accordance with any and all applicable professional accreditation standards. Levels of staff qualifications, professionalism, numbers of staff and individuals identified by name must be maintained as presented in the Agreement.

6.5.2 Qualified Vendor Code of Conduct.

- 6.5.2.1 The Qualified Vendor shall subcontract with or utilize only those individuals or organizations that are culturally sensitive, who meet accessibility standards for the disabled, and who do not discriminate based on ethnicity, gender, age, race, religion, marital status, sexual orientation or socioeconomic status. Subcontractors and their credentials shall meet all the requirements that apply to the Qualified Vendor.
- 6.5.2.2 The Qualified Vendor must ensure that its personnel, subcontractors and any other individual utilized by the Qualified Vendor for this Agreement:
- Represent themselves, their credentials, and their relationship to Qualified Vendor accurately to members and others in the community.

- Participate as appropriate in the planning (e.g., ISP) process, the implementation of plan objectives.
- Maintain consumer privacy and confidential information in conformity with federal and state law, rule, and policy.
- 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.
- Ensure that members receiving service are safely supervised and accounted for.
- Act in a professional manner, honor commitments, and treat members and families with dignity and respect
- Display a positive attitude.
- Absolute zero tolerance for the following: sexual activity with members and family members; employ authority or influence with members and families for the benefit of a third party; exploit the member's trust in the Contractor; or accept any commission, rebates, or any other form of remuneration except for payment by the Contractor.

6.5.2.3 The Qualified Vendor shall avoid any action that might create or result in the appearance of:

- 6.5.2.3.1 Inappropriate use or divulging of information gathered or discovered pursuant to the performance of its duties under the Agreement;
- 6.5.2.3.2 Acting on behalf of the State without appropriate authorization;
- 6.5.2.3.3 Providing favorable or unfavorable treatment to anyone;
- 6.5.2.3.4 Making a decision on behalf of the State that exceeded its authority, could result in partiality, or have a political consequence for the State;
- 6.5.2.3.5 Misrepresenting or otherwise impeding the efficiency, authority, actions, policies, or adversely affecting the confidence of the public or integrity of the State; or,
- 6.5.2.3.6 Loss of impartiality when advising the State.

6.5.3 Personnel.

The Qualified Vendor's personnel must satisfy all qualifications, carry out all duties, work the hours and receive the compensation set forth in this Agreement.

6.5.4 Fingerprinting.

6.5.4.1 The Qualified Vendor shall comply with, and shall ensure that all the Qualified Vendor's employees, independent contractors, subcontractors, volunteers and

other agents comply with, all applicable (current and future) legal requirements relating to fingerprinting, fingerprint clearance cards, certifications regarding pending or past criminal matters, and criminal records checks that relate to Agreement performance.

- 6.5.4.2 Applicable legal requirements relating to fingerprinting, certification, and criminal background checks may include, but are not limited to the following: A.R.S. §§ 36-594.01, 36-3008, 41-1964, and 46-141. All applicable legal requirements relating to fingerprinting, fingerprint clearance cards, certifications regarding pending or past criminal matters, and criminal records checks are hereby incorporated in their entirety as provisions of this Agreement. The Qualified Vendor is responsible for knowing which legal requirements relating to fingerprinting, fingerprint clearance cards, certifications regarding pending or past criminal matters, and criminal records checks relate to Agreement performance. The reference to “juvenile” in A.R.S. § 46-141 shall include “vulnerable adult” as defined in A.R.S. § 13-3623.
- 6.5.4.3 Personnel who are employed by the Qualified Vendor, whether paid or not, and who are required or allowed to provide services directly to juveniles or vulnerable adults shall submit a full set of fingerprints to the Department of Public Safety for the purposes of obtaining a state and federal criminal records check pursuant to A.R.S. § 41-1750 and P. L. 92-544 or shall apply for fingerprint clearance card within seven (7) working days of employment.
- 6.5.4.4 The Qualified Vendor shall pay for the costs of fingerprint checks and may charge these costs to its fingerprinted personnel. The Division shall only pay for the costs of fingerprint checks of potential developmental home providers.
- 6.5.4.5 The Qualified Vendor shall comply with the Division’s Criminal Acts/ Fingerprinting Standards.
- 6.5.4.6 Except as provided in A.R.S. § 46-141, this Agreement may be cancelled or terminated immediately if a person employed by the Qualified Vendor and who has contact with juveniles or vulnerable adults certifies pursuant to the provisions of A.R.S. § 46-141 (as may be amended) that the person is awaiting trial or has been convicted of any of the offenses listed therein in this State, or of acts committed in another state that would be offenses in this State, or if the person does not possess or is denied issuance of a valid fingerprint clearance card.
- 6.5.4.7 Personnel who are employed by any Qualified Vendor, whether paid or not, and who are required or allowed to provide services directly to juveniles or vulnerable adults shall certify on forms provided by the Department and notarized whether they are awaiting trial on or have ever been convicted of any of the offenses described in A.R.S. § 46-141 (F) (as may be amended).

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

6.5.5 Federally Recognized Native American Tribes or Military Bases Certifications.

Federally recognized Native American tribes or military bases may submit and the Department shall accept certifications that state that no personnel who are employed or who will be employed during the Agreement term have been convicted of, have admitted committing or are awaiting trial on any offense as described in A.R.S. § 46-141 (F) (as may be amended).

6.5.6 Background Checks for Employment through the ADES Central Registry.

If providing direct services to children or vulnerable adults, the following shall apply:

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

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

1. Any person who applies for a contract with this State and that person's employees;
2. All employees of a contractor;
3. A subcontractor (subcontracting to provide member direct services) of a contractor and the subcontractor's employees; and
4. Prospective employees of the contractor or subcontractor at the request of the prospective employer.

6.5.6.3 Volunteers who provide direct services to children or vulnerable adults shall have a Central Registry Background Check which is to be used as a factor to determine qualifications for volunteer positions.

6.5.6.4 1. A person who is disqualified because of a Central Registry Background Check may apply to the Board of Fingerprinting for a Central Registry exception pursuant to A.R.S. § 41-619.57. A person who is granted a Central Registry exception pursuant to A.R.S. § 41-619.57 is not entitled to a contract,

employment, licensure, certification or other benefit because the person has been granted a Central Registry exception.

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

6.5.6.5 A person awaiting receipt of the Central Registry Background Check may provide direct services to ADES members (clients) after completion and submittal of the Direct Service Position certification if:

1. The person is not currently the subject of an investigation of child abuse or neglect in Arizona or another state or jurisdiction; and
2. The person has not been the subject of an investigation of child abuse or neglect in Arizona, or another state or jurisdiction, which resulted in a substantiated finding.

The Certification for Direct Service Position is located at:

<https://des.az.gov/sites/default/files/dl/CCA-1228A-FORFF.pdf>

If the Central Registry Background Check specifies any disqualifying act and the person does not have a Central Registry exception, the person shall be prohibited from providing direct services to ADES members (clients).

6.5.6.6 The Qualified Vendor shall comply with the provisions of A.R.S. § 8-804 (as may be amended) and submit the names of each employee, subcontractor, and subcontractor employee, including volunteers, providing direct service to Division members for the Central Registry Background Check. The form for submitting the request is in Section 9, Attachment G of this Agreement located <https://des.az.gov/sites/default/files/DDD-1703A.pdf>

6.5.6.6.1 The Qualified Vendor shall maintain the Central Registry Background Check results and any related forms or documents in a confidential file for five (5) years after termination of the Agreement.

6.5.6.6.2 For purposes of this Agreement, references to “juvenile” in A.R.S. § 8-804 shall also include “vulnerable adult” as defined in A.R.S. § 13-3623.

6.5.7 Evaluation.

The Department or third parties may evaluate, and the Qualified Vendor shall cooperate in the evaluation of, Agreement services. Evaluation may assess the quality and impact of services, either in isolation or in comparison with other similar services and assess the Qualified Vendor's progress and/or success in achieving the goals, objectives and deliverables set forth in this Agreement.

6.5.8 Visitation, Inspection and Copying.

The Qualified Vendor's or any subcontractor's facilities, services, members served, books and records pertaining to the Agreement shall be available for visitation, inspection and copying by the Division and any other appropriate agent of the State or Federal Government. At the discretion of the Division, visitation, inspection and copying may be at any time during regular business hours, announced or unannounced. If the Division deems it to be an emergency, it may at any time visit and inspect the Qualified Vendor's or any subcontractor's facilities, services, and members served, as well as inspect and copy their Agreement-related books and records.

6.5.9 Supporting Documents and Information.

In addition to any documents, reports or information required by any other section of this Agreement, the Qualified Vendor shall furnish the Division with any further documents and information deemed necessary by the Division in the form requested by the Division to demonstrate that the Qualified Vendor is in compliance with programmatic and Agreement requirements. Upon receipt of a request for information from the Department, the Qualified Vendor shall provide complete and accurate information no later than fifteen (15) days after the receipt of the request.

6.5.10 Monitoring.

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

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

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

- 6.5.10.3 If the Division requires the Qualified Vendor to implement a corrective action plan, and the approved plan requires it, the Qualified Vendor shall notify all current and prospective members that they are operating under a corrective action plan.

6.5.11 Utilization Control/Quality Assurance.

- 6.5.11.1 The Qualified Vendor shall, always during the term of this Agreement, maintain an internal quality assurance system in accordance with current applicable AHCCCS rules and policies and Federal rules as specified in the current 42 C.F.R. Part 456, as implemented by AHCCCS and the Division. Qualified Vendor requirements shall include, but are not limited to:

- 6.5.11.1.1 Completing statistical or program reports as requested by the Division;
- 6.5.11.1.2 Complying with any recommendations made by the Division's Statewide Quality Management Committee;
- 6.5.11.1.3 Making records available upon request;
- 6.5.11.1.4 Allowing persons authorized by the Division access to program areas at any hours of the day or night as deemed appropriate by the Division; and
- 6.5.11.1.5 Providing program information, upon request, to the Division.

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

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

- 6.5.12.1 Sanctions imposed against the Division by AHCCCS for noncompliance with requirements for encounter data reporting, referenced in "Records" of these Terms and Conditions, that would not have been imposed but for the action or inaction of one or more Qualified Vendors, will be assessed against the Qualified Vendor based on the percentage of the Qualified Vendor's contribution to the sanction imposed against the Division.
- 6.5.12.2 Any other sanctions imposed against the Division by AHCCCS in accordance with applicable AHCCCS rules, policies, and procedures that would not have been imposed but for the action or inaction of one or more Qualified Vendors will

be assessed against the Qualified Vendor based on the percentage of the Qualified Vendor's contribution to the sanction imposed against the Division.

- 6.5.12.3 Sanctions imposed against the Division by AHCCCS for failure of one or more Qualified Vendors or any subcontractor to submit requested disclosure statements will be assessed against the Qualified Vendor based on the percentage of the Qualified Vendor's contribution to the sanction imposed against the Division.

6.5.13 Fair Hearings and Members' Grievances.

- 6.5.13.1 The Qualified Vendor shall advise all members who receive services of their ~~right~~ at any time and for any reason, to present to the Qualified Vendor and to the Division any grievances arising from the delivery of services, including, but not limited to, ineligibility determination, reduction of services, suspension or termination of services, or quality of services. The Division may assert its jurisdiction to hear the grievance or refer the matter to the appropriate authority.

- 6.5.13.2 If required by the Division, the Qualified Vendor shall maintain a system, subject to review upon request by the Division, for reviewing and adjudicating grievances by members or subcontractors concerning the actual provision of services and payment for same by or on behalf of the Qualified Vendor. This system shall follow the grievance procedure agreed to by AHCCCS and the Division in the current AHCCCS/Division intergovernmental Agreement and the Division rules and policies.

6.5.14 Merger or Acquisition.

- 6.5.14.1 The Qualified Vendor shall not change ownership and/or taxpayer identification number without the prior written consent of the Division during the term of this Agreement. Consent shall not be unreasonably withheld.
- 6.5.14.2 A proposed merger, reorganization, affiliation, or change in ownership of the Qualified Vendor shall require prior approval of the Division. In some cases, a new Application may be required.

6.5.15 Disclosure of Bankruptcy Filing and other Material Event.

Qualified Vendors shall immediately notify the Division of any and all filings made under the bankruptcy laws and regulations and promptly provide a copy of the court filing and any subsequent non-procedural Court orders to the Division, including the final order disposing of the bankruptcy. In addition, the Qualified Vendor shall immediately submit an amended Assurances and Submittals, to the Division's Contract Management Unit.

- 6.5.15.1 The Qualified Vendor shall notify the Division within twenty-four (24) hours, in writing, if the Qualified Vendor: (i) fails to so maintain any representation, comply with any covenant, or perform any duty as provided in this Agreement; (ii) receives notice or becomes aware of a claim or cause of action that would, if valid and enforceable against the Qualified Vendor, violate any provision in this Agreement; or (iii) becomes aware of any Material Event. The notice to the Division shall describe the event or facts that triggered the delivery of the notice.
- 6.5.16 Federal Database Checks.
- 6.5.16.1 The Division will not and the Qualified Vendor shall not employ or contract with any individual who has been debarred, suspended or otherwise lawfully prohibited from participating in any public procurement activity or from participating in non-procurement activities under regulations issued under Executive Order 12549 or under guidelines implementing Executive Order 12549 [42 Code of Federal Regulations (“C.F.R.”) § 438.610(a) and (b), 42 C.F.R. § 1001. 1901(b), 42 C.F.R. § 1003. 102(a)(2)]. The Division is obligated under 42 C.F.R. § 455.436 to screen all Qualified Vendors and the Qualified Vendor is obligated to screen all employees, contractors, and/or subcontractor employees providing Agreement services to determine whether any of them have been excluded from participation in Federal health care programs by checking the following Federal databases:
1. The List of Excluded Individuals/Entities (“LEIE”) no less frequently than monthly (<http://oig.hhs.gov/exclusions/>)
 2. The System for Award Management (“SAM”) no less frequently than monthly <https://www.sam.gov/SAM/>
 3. And any other such databases that may be prescribed.
- 6.5.16.2 The Qualified Vendor shall maintain the Federal Database Check results and any related forms or documents in a confidential file for five (5) years after termination of the Agreement.
- 6.5.17 Fraud and Abuse.
- 6.5.17.1 If the Qualified Vendor discovers, or is made aware, that an act of suspected ~~fraud~~ abuse has occurred or been alleged, the Qualified Vendor shall immediately report the incident or allegation to the Division as well as to the AHCCCS, Office of the Inspector General. The Qualified Vendor shall refer to the Division’s Provider Manual for guidance.

6.6 Agreement Changes

The Division may change the Agreement by posting a proposed amendment for thirty (30) days of review and comment. The amendment then requires signature by both parties for the Agreement to continue; however, amendments reflecting changes in law or generally applicable policies and procedures shall become a part of this Agreement without signature by the parties. If an amendment requires the signature of the Qualified Vendor, and the Qualified Vendor fails to sign and return the amendment in the form and within the timeframe specified by the Division, the Division may terminate the Agreement, in whole or in part. The Qualified Vendor may request a change to its Application and, upon approval by the Division; the change will become part of the ongoing Agreement.

6.6.1 Unauthorized Amendments.

Changes to the Agreement, including the addition of work or materials, the revision of payment terms, or the substitution of work or materials, directed by an unauthorized State employee or made unilaterally by the Qualified Vendor are violations of the Agreement and of applicable law. Such changes, including unauthorized written Agreement amendments, shall be void and without effect, and the Qualified Vendor shall not be entitled to any claim under this Agreement based on those changes.

- 6.6.1.1 The Division may withdraw a proposed amendment, in whole or in part, before it becomes effective, if it is determined to be in the best interest of the State.

6.6.2 Updating Information and Amending a Qualified Vendor Application.

- 6.6.2.1 The Qualified Vendor shall update in QVADS the general information section of the vendor contract information component, the assurances and submittal form and associated submittals, the program description section of the detail information component, and administrative and service sites as necessary to ensure that the information is current and accurate. These changes are Vendor- initiated Application amendments. Application amendments that require approval by the Division are indicated in the electronic submittal process for QVADS and do not become effective unless approved.
- 6.6.2.2 The Qualified Vendor shall update all other information in QVADS as necessary to ensure that the information is current and accurate.
- 6.6.2.3 If the Division finds that the information provided in the original Application or as an update to the application is materially inaccurate, and the Qualified Vendor fails to correct such information within the time specified in a notice from the Division, such failure may be cause for termination of the Agreement, in whole or in part. The Division may delete the information from the directory until a correction is provided or the Agreement is terminated.

- 6.6.2.4 A Qualified Vendor seeking to add a service to its Agreement shall submit a request to the Division and if approved, the new service becomes part of the vendor's Agreement.
- 6.6.3 Subcontracts.
- 6.6.3.1 The Qualified Vendor shall not enter into any subcontract for direct services under this Agreement without advance notice to the Division.
- 6.6.3.2 Prior to adding a subcontractor to the Agreement, the Qualified Vendor shall submit a formal, written statement to the Contracts Manager. The statement shall:
- 6.6.3.2.1 Be on the Qualified Vendor's company letterhead;
- 6.6.3.2.2 Be signed by an authorized signatory of the Qualified Vendor; and
- 6.6.3.2.3 Contain the following information:
- a. The subcontractor's name, address, phone number, e-mail address, and primary point of contact;
 - b. The certifications required of the subcontractor (if any);
 - c. The type of services to be provided by the subcontractor;
 - d. The amount of time or effort (as a percent of the total Agreement performance) that the subcontractor will perform in relation to total performance of the Agreement's requirements; and
 - e. A description of the quality assurance measures that the Qualified Vendor shall use to monitor the subcontractor's performance.
- 6.6.3.3 The State reserves the right to request additional information deemed necessary about any proposed subcontractor, and the right to require the Qualified Vendor to delay performance of the subcontract until the State determines that the subcontracting relationship is consistent with the requirements of this Agreement
- 6.6.3.4 The subcontract shall incorporate by reference the entirety of this Agreement and the AHCCCS Minimum Subcontract Provisions; for information regarding those provisions, see <https://azahcccs.gov/PlansProviders/HealthPlans/minimumsubcontractprovisions.html>

- 6.6.3.5 The Qualified Vendor shall provide copies of each subcontract with a subcontractor relating to the provision of Agreement services to the Division within five (5) business days of the request.
- 6.6.3.6 The Qualified Vendor shall be legally responsible for Agreement performance whether or not subcontractors are used.
- 6.6.3.7 No subcontract may operate to terminate or limit the legal responsibility of the Qualified Vendor to assure that all activities carried out by any subcontractor conform to the provisions of this Agreement.

6.6.4 Assignment and Delegation.

This Agreement, and the rights and obligations hereunder, may not be assigned or delegated by the Qualified Vendor without prior written consent of the Division. The Division shall not unreasonably withhold approval.

6.7 Risk and Liability

6.7.1 General Indemnification.

The Qualified Vendor shall indemnify, defend, save and hold harmless the State of Arizona, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees (hereinafter referred to as "Indemnatee") from and against any and all claims, actions, liabilities, damages, losses, or expenses (including court costs, attorneys' fees, and costs of claim processing, investigation and litigation) (hereinafter referred to as "Claims") for bodily injury or personal injury (including death), or loss or damage to tangible or intangible property caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of Qualified Vendor or any of its owners, officers, directors, agents, employees or subcontractors. This indemnity includes any claim or amount arising out of or recovered under the Workers' Compensation Law or arising out of the failure of such Qualified Vendor to conform to any federal, state or local law, statute, ordinance, rule, regulation or court decree. It is the specific intention of the parties that the Indemnatee shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of the Indemnatee, be indemnified by Qualified Vendor from and against any and all claims. It is agreed that Qualified Vendor will be responsible for primary loss investigation, defense and judgment costs where this indemnification is applicable. In consideration of the award of this Agreement, the Qualified Vendor agrees to waive all rights of subrogation against the State of Arizona, its officers, officials, agents and employees for losses arising from the work performed by the Qualified Vendor for the State of Arizona.

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

6.7.2 Indemnification - Patent and Copyright.

To the extent permitted by A.R.S. §§ 41-621 and 35-154, the Qualified Vendor shall indemnify and hold harmless the State against any liability, including costs and expenses, for infringement of any patent, trademark or copyright arising out of Agreement performance or use by the State of materials furnished or work performed under this Agreement. The State will notify the Qualified Vendor of any claim for which it may be liable under this section.

6.7.3 Force Majeure.

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

6.7.3.2 Force majeure shall not include the following occurrences:

6.7.3.2.1 Late delivery of equipment or materials caused by congestion at a manufacturer's plant or elsewhere, or an oversold condition of the market;

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

6.7.3.2.3 Inability of either the Qualified Vendor or any subcontractor to acquire or maintain any required insurance, bonds, licenses or permits.

6.7.3.3 If either party is delayed at any time in the progress of the work by force majeure, the delayed party shall notify the other party in writing of such delay, as soon as is practicable and no later than the following business day, of the commencement thereof and shall specify the causes of such delay in such notice. Such notice shall be delivered or mailed certified-return receipt and shall make a specific reference to this section, thereby invoking its provisions. The delayed party shall cause such delay to cease as soon as practicable and shall notify the other party in writing when it has done so. The time of completion shall be extended by Agreement amendment for a period of time equal to the time that results or effects

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

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

6.7.4 Third Party Antitrust Violations.

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

6.7.5 Predecessor and Successor Agreements.

The execution or termination of this Agreement, in whole or in part shall not be considered a waiver by the Department of any rights it may have for damages suffered through a breach of this Agreement or a prior Agreement with the Qualified Vendor.

6.7.6 Insurance.

6.7.6.1 *Insurance Requirements*

- 6.7.6.1.1 Qualified Vendor and subcontractors shall procure and maintain until all their obligations have been discharged, including any warranty periods under this Agreement, are satisfied, insurance against claims for injury to persons or damage to property which may arise from or in connection with the performance of the work hereunder by the Qualified Vendor, his agents, representatives, employees or subcontractors.

- 6.7.6.1.2 The insurance requirements herein are minimum requirements for this Agreement and in no way limit the indemnity covenants contained in this Agreement. The State of Arizona in no way warrants that the minimum limits contained herein are sufficient to protect the Qualified Vendor from liabilities that might arise out of the performance of the work under this Agreement by the Qualified Vendor, its agents, representatives, employees or subcontractors, and Qualified Vendor is free to purchase additional insurance.

- 6.7.6.1.3 Minimum Scope and Limits of Insurance: Qualified Vendor shall provide coverage with limits of liability not less than those stated below:

6.7.6.1.3.1 *Commercial General Liability – Occurrence Form*

Policy shall include bodily injury, property damage, personal and advertising injury and broad form contractual liability coverage.

a. For Qualified Vendors of Occupational, Physical or Speech Therapy services:

<u>Coverage</u>	<u>Minimum Limits</u>
• General Aggregate	\$2,000,000
• 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

1. The policy shall be endorsed to include the following additional insured language: *“The State of Arizona and the Department of Economic Security shall be named as additional insureds with respect to liability arising out of the activities performed by or on behalf of the Qualified Vendor”*. Such additional insured shall be covered 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.
2. The policy shall contain a waiver of subrogation endorsement in favor of the State of Arizona, its 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.
3. Commercial General Liability may be satisfied if the Commercial General Liability policy is combined with the Professional Liability policy (**item 6.7.6.1.3.4 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 **6.7.6.1.3.1**. If written with the Professional Liability policy, the Commercial General 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

1. The policy shall include coverage for Sexual Abuse and Molestation. This coverage may be sub-limited to **no less than \$500,000.** The limits may be included within the General Liability limit or provided by separate endorsement with its own limits or provided as separate coverage included with the Professional Liability.
2. The Qualified Vendor must provide the following statement on their certificate(s) of insurance: *“Sexual Abuse/Molestation Coverage is included, or Sexual Abuse is not excluded”*.
3. The policy shall be endorsed to include the following additional insured language: *“The State of Arizona and the Department of Economic Security shall be named as additional insureds with respect to liability arising out of the activities performed by or on behalf of the Qualified Vendor”*. Such additional insured shall be covered 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.
4. The policy shall contain a waiver of subrogation endorsement if favor the State of Arizona, its 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.

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.

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

1. The policy shall be endorsed to include the following additional insured language: *“The State of Arizona and the Department of Economic Security shall be named as additional insureds with respect to liability arising out of the activities performed by or on behalf of the Qualified Vendor, involving automobiles owned, leased, hired or borrowed by the Qualified Vendor”*. Such additional insured shall be covered to the full limits of liability purchased by the contractor, even if those limits of liability are in excess of those required by this Agreement.
2. The policy shall contain a waiver of subrogation endorsement in favor of the State of Arizona, its 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.
3. Policy shall contain a severability of interests’ provision.

4. This section, **Business Automobile Liability**, shall not be applicable in the event the Qualified Vendor (or its Subcontractors) does not utilize a vehicle in any manner in the performance of the Agreement or if the utilization is only for commuting purposes. The term “commuting purposes” means a vehicle is used to travel from the Qualified Vendor’s home to its principal place of business or to one designated location. The Qualified Vendor electing to utilize their vehicle solely for commuting purposes shall submit a request to the Division for a Business Automobile Liability Waiver. In the event the Qualified Vendor (or its Subcontractors) subsequently utilizes the vehicle in the performance of the Agreement or it utilizes it for other than commuting purposes under the Agreement, this paragraph, **Business Automobile Liability**, shall be fully applicable, effective the date the utilization changed.

6.7.6.1.3.3 *Worker’s Compensation and Employers’ Liability*

- a. Worker’s Compensation Statutory
- b. Employer’s Liability

<u>Coverage</u>	<u>Minimum Limits</u>
Each Accident	\$1,000,000
Disease – Each Employee	\$1,000,000
Disease – Policy Limit	\$1,000,000

- i. Policy shall contain a waiver of subrogation endorsement in favor of the State of Arizona, its 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.
- ii. This requirement shall not apply to the Qualified Vendor or subcontractor exempt from the provisions of A.R.S. § 23-901. To claim this exemption, the Qualified Vendor or subcontractor shall submit a request to the Division for the appropriate waiver (Sole Proprietor Waiver or Independent Contractor Agreement) form.

6.7.6.1.3.4 *Professional Liability (Errors and Omissions Liability)*

<u>Basis</u>	<u>Minimum Limits</u>
Each Claim	\$2,000,000
Annual Aggregate	\$2,000,000

- a. If the professional liability insurance required by this Agreement is written on a claims-made basis, the Qualified Vendor warrants

that any retroactive date under the policy shall precede the effective date of this Agreement; and that either continuous coverage will be maintained, or an extended discovery period will be exercised for a period of two (2) years beginning at the time work under this Agreement is completed.

- b. The policy shall cover professional misconduct or wrongful acts for those positions defined in the Scope of Work of this Agreement.

6.7.6.1.4 For assistance, a Qualified Vendor may contact the Department of Insurance Market Assist hotline at 602-364-3100. The Qualified Vendor may obtain assistance with sources for Business Automobile Liability to comply with this Agreement and should specify the limit required as well as the Qualified Vendor's status with the Division.

6.7.6.1.5 *Additional Insurance Requirements*

6.7.6.1.5.1 The policies shall include, or be endorsed to include, the following provisions: *The State of Arizona and the Department of Economic Security wherever additional insured status is required such additional insured shall be covered 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 as provided by A.R.S. § 41-621 (E).*

6.7.6.1.5.2 The Qualified Vendor's insurance coverage shall be primary insurance with respect to all other available sources.

6.7.6.1.5.3 Coverage provided by the Qualified Vendor shall not be limited to the liability assumed under the indemnification provisions of this Agreement.

6.7.6.1.6 Notice of Cancellation: Each insurance policy required by the insurance provisions of this Agreement shall provide the required coverage and shall not be suspended, voided, canceled, or reduced in coverage or in limits except after thirty (30) days prior written notice has been given to the State of Arizona. Such notice shall be sent directly to:

Arizona Department of Economic Security
Division of Developmental Disabilities,
Attn: Contract Management Unit,
Business Operations,
P.O. Box 6123, Site Code 2HC3
Phoenix, AZ, 85005-6123,

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

6.7.6.1.7 Acceptability of Insurers: Insurance shall be placed with duly licensed or approved non-admitted status on the Arizona Department of Insurance List of Qualified Unauthorized Insurers. Insurers shall have an "A.M. Best" rating of not less than

A-VII or dually authorized to transact insurance in the State of Arizona. The State of Arizona in no way warrants that the above-required minimum insurer rating is sufficient to protect the Qualified Vendor from potential insurer insolvency.

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

6.7.6.1.8 *Verification of Coverage*

6.7.6.1.8.1 The Qualified Vendor shall furnish the State of Arizona with certificates of insurance (ACORD form or equivalent approved by the State of Arizona) as required by this Agreement. The certificates for each insurance policy are to be signed by a person authorized by that insurer on its behalf.

6.7.6.1.8.2 All certificates and endorsements are to be received and approved by the State of Arizona before work commences. Each insurance policy required by this Agreement must be in effect at or prior to commencement of Agreement services under this Agreement and remain in effect for the duration of the Agreement. Failure to maintain the insurance policies as required by this Agreement, or to provide evidence of renewal, is a material breach of the Agreement.

6.7.6.1.8.3 All certificates required by this Agreement shall be sent directly to:

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

The State of Arizona Project/Agreement number (the Qualified Vendor Application and Agreement Award Number) and Project Description (“RFQVA DDD 710000”) shall be noted on the certificate of insurance. The State of Arizona reserves the right to require complete, copies of all insurance policies required by this Agreement at any time. **DO NOT SEND CERTIFICATES OF INSURANCE TO THE STATE OF ARIZONA’S RISK MANAGEMENT SECTION OR TO THE DES OFFICE OF PROCUREMENT.**

6.7.6.1.9 Subcontractors: Qualified Vendors’ certificate(s) shall include a listing of all subcontractors performing member direct services and include all subcontractors as insured under its policies **or** Qualified Vendor shall furnish/submit to the State of Arizona separate certificates and endorsements for each

subcontractor associated with the Agreement award. All insurance coverage for subcontractors shall be subject to the minimum requirements identified above.

- 6.7.6.1.9.1 Qualified Vendors that utilize subcontractors to provide Developmental Home services will be exempt from providing separate certificates and endorsements if the Qualified Vendor enters into a separate Agreement between the Qualified Vendor, the Developmental Home subcontractor and the Division. Such Agreement shall provide for the Developmental Home subcontractor to be covered under the Provider Indemnity Program (“PIP”). A sample format for the Agreement may be found on the Division’s website at <https://www.azdes.gov/ddd/>.
- 6.7.6.1.10 Approval: Any modification or variation from the *insurance requirements* in this Agreement shall be made by the contracting agency in consultation with the Department of Administration, Risk Management Division. Such action will not require a formal Agreement amendment but may be made by administrative action.
- 6.7.6.1.11 Exceptions: In the event the Qualified Vendor or subcontractor(s) is/are a public entity, then the Insurance Requirements shall not apply. Such public entity shall provide a Certificate of Self-Insurance. If the Qualified Vendor or subcontractor(s) is/are a State of Arizona agency, board, commission, or university, none of the above shall apply.

In the event that the Qualified Vendor determines that it may not be able to comply fully with the insurance requirements set forth above in Section 6.7.6 above, the Qualified Vendor may request that the insurance requirements be modified pursuant to Section 6.7.6.1.10 provided that such request be delivered in writing to the Department as early as possible but in no event not less than ten (10) days prior to Agreement execution. The Qualified Vendor shall include with such request Qualified Vendor’s justification for the modification with supporting documentation.

As provided in Section 6.7.6.1.10, the Department of Administration, Risk Management Section, shall decide whether such modification may be permitted. If the Department of Administration, Risk Management, decides to grant permission, the Department of Economic Security’s Chief Procurement Officer shall then decide whether to approve the modification.

Modifications that are approved are done so on a case-by-case basis and shall not affect the insurance requirements for other Qualified Vendors for whom the modifications have not been approved. If a Qualified Vendor’s request has not been approved or the Qualified Vendor fails to deliver its request prior the applicable deadline, then the Qualified Vendor shall be required to comply fully with the insurance requirements set forth in Section 6.7.6 above.

6.8 Warranties

6.8.1 Year 2000.

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

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

6.8.1.3 The Qualified Vendor warrants that all services provided under this Agreement shall conform to the requirements stated herein and any amendments hereto. The Department's acceptance of services provided by the Qualified Vendor shall not relieve the Qualified Vendor from its obligations under this warranty. In addition to its other remedies, the Department Procurement Officer may, at the Qualified Vendor's expense, require prompt correction of any services failing to meet the Qualified Vendor's warranty herein. Services corrected by the Qualified Vendor shall be subject to all of the provisions of this Agreement in the manner and to the same extent as the services originally furnished.

6.8.2 Compliance with Applicable Laws.

- 6.8.2.1 The materials and services supplied under this Agreement shall comply with all applicable Federal, State and local laws, and the Qualified Vendor shall maintain all applicable licenses and permit requirements.
- 6.8.2.2 In accordance with A.R.S. § 36-557 (Purchase of community developmental disabilities services; application; Agreements; limitation), as applicable, all members who receive Agreement services shall have all of the same specified rights as they would have if enrolled in a service program operated directly by the State.
- 6.8.2.3 The Qualified Vendor shall comply with the requirements related to reporting to a peace officer or child protective services incidents of crimes against children as specified in A.R.S. §13-3620 (as may be amended).
- 6.8.2.4 The Qualified Vendor shall comply with the requirements in A.R.S. § 46-454 related to reporting to a peace officer or to a protective services worker any reason to believe that abuse, neglect, or exploitation of a vulnerable adult has occurred.
- 6.8.2.5 The Qualified Vendor shall comply with P.L. 101-121, Section 319 (21 U.S.C. Section 1352) (as may be amended) and 29 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 Qualified Vendor, its employees or agents, 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. Indian tribes, tribal organizations and any other Indian organizations are exempt from these lobbying restrictions with respect to expenditures that are specifically permitted by other Federal law.
- 6.8.2.6 The Qualified Vendor shall cooperate with all Division investigations, including investigations pursuant to A.R.S. § 36-557(G)(3) that involve danger to the health and safety of a Division member. This includes notification to the Division of all complaints involving a member.
- 6.8.2.7 The Qualified Vendor and any subcontractor shall comply with all applicable Federal laws, rules, regulations and policies, including Title XIX of the Social Security Act, the Omnibus Budget Reconciliation Act of 1981 (P.L. 97-35), Title 42 of the C.F.R., and Title 45 C.F.R., Parts 74 and 96. If the Qualified Vendor receives Title XX funds, the Qualified Vendor shall comply with The Arizona Title XX Social Services Plan and Section 2352, Title XX Block Grants, of the Omnibus Budget Reconciliation Act of 1981.
- 6.8.2.8 The Qualified Vendor and any subcontractor shall comply with all applicable licensure, certification, and registration standards established by the Department, the Division, and AHCCCS. The Qualified Vendor and any subcontractor shall

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

- 6.8.2.8.1 Hiring of ex-offenders;
- 6.8.2.8.2 Fingerprinting of Qualified Vendor's and any subcontractor's staff;
- 6.8.2.8.3 Completing of Fire Risk Profile requirements;
- 6.8.2.8.4 Reporting of unusual incidents involving children and/or adults;
- 6.8.2.8.5 Implementing program audit implementation plans;
- 6.8.2.8.6 Participating as a member of the planning (e.g., ISP) team;
- 6.8.2.8.7 Complying with all policies, procedures and instructions regarding planning documents (e.g., ISPs);
- 6.8.2.8.8 Submitting to the Division's Support Coordinators copies of the planning document (e.g., ISP) strategies and other required documentation;
- 6.8.2.8.9 Providing copies of member records, including evaluations and progress reports; and
- 6.8.2.8.10 Ensuring that all movement of Division members, except in emergency need situations, is coordinated through the planning (e.g., ISP) team. If a member is receiving Title XIX funded services, no member movement shall take place unless it is part of the member's planning document (e.g., ISP).
- 6.8.2.9 The Qualified Vendor and any subcontractor shall comply with the Occupational Safety and Health Administration ("OSHA") regulations regarding blood borne pathogens, 29 C.F.R. 1910.1030.
- 6.8.2.10 The terms of this Agreement shall be subject to the terms of the intergovernmental Agreement between the Department and AHCCCS for the provision of services to ALTCS members. The Qualified Vendor accepts and agrees to perform the duties and requirements applicable to a provider of services to ALTCS members, including but not limited to performance of the Provider Participation Agreement between AHCCCS and the Qualified Vendor.
- 6.8.2.11 The Qualified Vendor shall comply with the requirements of the Health Insurance Portability and Accountability Act of 1996 (P. L. 104-191) and all applicable implementing Federal regulations. The Qualified Vendor shall notify the Division no later than one-hundred twenty (120) days prior to any required compliance date

if the Qualified Vendor is unwilling to or anticipates that it will be unable to comply with any of the requirements of this section. Receipt by the Division of a notice of anticipated inability or unwillingness to comply as required by this section constitutes grounds for the termination of this Agreement.

- 6.8.2.12 The Qualified Vendor shall comply with any changes to Federal laws, regulations, or policies, to Arizona law, to Department, Division, or AHCCCS administrative rules, policies, or procedures, or to the intergovernmental agreement between the Department and AHCCCS.
- 6.8.2.13 By entering into this Agreement, the Qualified Vendor warrants compliance with the federal Immigration and Nationality Act (“INA”) and all other state and federal immigration laws and regulations related to the immigration status of its employees. The Qualified Vendor shall obtain statements from its subcontractors certifying compliance and shall furnish the statements to the Division upon request. These warranties shall remain in effect through the term of the Agreement. The Qualified Vendor and its subcontractors shall also maintain Employment Eligibility Verification forms (“I-9”) as required by the U.S. Department of Labor's Immigration and Control Act, for all employees performing work under the Agreement. I-9 forms are available for download at www.uscis.gov. The Division may request verification of compliance for any Qualified Vendor or subcontractor performing work under the Agreement. Should the Division suspect or find that the Qualified Vendor or any of its subcontractors are not in compliance, the Division may pursue any and all remedies allowed by law, including, but not limited to: suspension of work, termination of the Agreement for default, and suspension and/or debarment of the Qualified Vendor. All costs necessary to verify compliance are the responsibility of the Qualified Vendor.
- 6.8.2.14 By entering into this Agreement, the Qualified Vendor warrants compliance with the Deficit Reduction Act of 2005 (P.L. 109-171). Any Qualified Vendor that receives at least \$5,000,000 (five million dollars) in Medicaid payments annually shall establish written policies for all employees (including management), and for all employees of any Qualified Vendor or agent of the Qualified Vendor, providing detailed information about false claims, false statements, and whistleblower protections under applicable Federal and State fraud and abuse laws. These written policies must include a specific discussion of the foregoing laws and detailed information regarding the Qualified Vendor's policies and procedures for detecting and preventing fraud, waste and abuse, as well as the rights of employees to be protected as whistleblowers. In addition, the Qualified Vendor must establish a process for training, and train, existing staff and new hires on false claims, false statements, and whistleblower protections under applicable Federal and State fraud and abuse laws and the Qualified Vendor's policies and procedures for detecting and preventing fraud, waste and abuse, and

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

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

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

6.8.3 Advance Directives.

As appropriate, the Qualified Vendor shall comply with Federal and State law on advance directives for adult members. Requirements include:

6.8.3.1 Maintaining written policies for adult individuals receiving care through the Qualified Vendor regarding the member’s right to make decisions about medical care, including the right to accept or refuse medical care and the right to execute an advance directive. If the Qualified Vendor has a conscientious objection to carrying out an advance directive, it must be explained in policies. [A Qualified Vendor is not prohibited from making objection when made pursuant to A.R.S. § 36-3205(C)(1).]

6.8.3.2 Providing written information to adult members regarding a member’s right under State law to make decisions regarding medical care and the Qualified Vendor’s written policies concerning advance directives (including any conscientious objections).

6.8.3.3 Documenting in the member’s medical record as to whether the adult member has been provided the information and whether an advance directive has been created.

6.8.3.4 Not discriminating against a member because of his or her decision to execute or not execute an advance directive, and not making it a condition for the provision of care.

6.8.3.5 Provide education for staff on issues concerning advance directives including notification of direct care providers of services of any advanced directives executed by members to whom they are assigned to provide care.

6.8.4 Advising or Advocating on Behalf of a Member.

The Qualified Vendor shall comply with the requirements under 42 C.F.R. § 438.102 and the intergovernmental Agreement between the Division and AHCCCS. The Division may not prohibit, or otherwise restrict, a provider acting within the lawful scope of practice, from advising or advocating on behalf of a member who is authorized to receive services from the provider for the following:

- The member's health status, medical care, or treatment options including any alternative treatment that may be self-administered.
- Any information the member needs in order to decide among all relevant treatment options.
- The risks, benefits, and consequences of treatment or no treatment.
- The 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.

6.8.4.1 A Qualified Vendor may provide a member with factual information but is prohibited from recommending or steering a member in the member's selection of a Qualified Vendor agency or Independent Provider.

6.8.5 Limited English Proficiency.

The Qualified Vendor shall ensure that all services provided are culturally relevant and linguistically appropriate to the population to be served following Department Policy, Limited English Proficiency, DES 1-01-34 and any subsequent revisions.

6.8.6 Service Process for Wards of the State.

In the event that an individual calls or appears at a physical location of the Qualified Vendor seeking to render service of process (summons and complaint, petition or subpoena, etc.) upon a minor who is in the physical custody of the Qualified Vendor but is a ward of the State of Arizona, Department of Economic Security, Qualified Vendor agrees not to accept service of that/those document(s) and to refer the individual to the child's Support Coordinator. If, by error, Qualified Vendor or its agent accepts any service of process, a copy shall

immediately be forwarded to the child's Support Coordinator and shall also contain a transmittal memorandum that indicates the date the legal document was received, the person receiving it and the place of service, as well as the child to whom it refers.

6.8.7 Suspension or Debarment.

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

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

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

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

6.8.8 Survival of Rights and Obligations after Agreement Expiration or Termination.

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

6.8.9 Certification of Compliance – Anti-Kickback.

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

6.8.10 Warranty of Services.

The Qualified Vendor, by execution of this Agreement, warrants that it has the ability, authority, skill, expertise, and capacity to perform the services specified in the Agreement.

6.8.11 Certification of Truthfulness of Representation.

By signing this Agreement, the Qualified Vendor certifies the following:

6.8.11.1 That all representations set forth herein are true to the best of its knowledge; and

6.8.11.2 That it will maintain all representations, comply with all covenants, and perform all duties throughout the term of the Agreement.

6.9 State’s Contractual Remedies

6.9.1 Right to Assurance.

The Procurement Officer may, at any time, demand in writing that the Qualified Vendor give a written assurance of intent to perform. Failure by the Qualified Vendor to provide written assurance within the number of days specified in the demand may, at the State’s option, be the basis for terminating the Agreement under these Terms and Conditions or other rights and remedies available by law or provided by the Agreement. If the Qualified Vendor, at any time believes that it may potentially no longer be able to perform under this Agreement in the immediate future or at any time up to six (6) months into the future, the Qualified Vendor shall provide written notice to the Division informing the Division of the Qualified Vendor’s potential inability to perform under this Agreement along with a detailed explanation as to why the Qualified Vendor believes it may not be able to complete performance.

6.9.2 Stop Work Order.

6.9.2.1 The State may, at any time, by written order to the Qualified Vendor, require the Qualified Vendor to stop all or any part of the work called for by this Agreement for a period(s) of days indicated by the State after the order is delivered to the Qualified Vendor, and for any further period to which the parties may agree. The

order shall be specifically identified as a stop work order issued under this clause. Upon receipt of the order, the Qualified Vendor shall immediately comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the work covered by the order during the period of work stoppage.

- 6.9.2.2 If a stop work order issued under this clause is canceled or the period of the order or any extension expires, the Qualified Vendor shall resume work. The Procurement Officer shall make an equitable adjustment in the authorization schedule or Agreement price, or both, and the Agreement shall be amended in writing accordingly.

6.9.3 Non-Exclusive Remedies.

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

6.9.4 Nonconforming Tender.

Reports or other documents supplied under this Agreement shall fully comply with the Agreement and all applicable law. The delivery of reports or other documents or a portion of the reports or other documents in an installment that do not fully comply with the Agreement and all applicable law constitutes a breach of Agreement. On delivery of nonconforming reports or other documents, the State may terminate the Agreement for default as defined in Section 6.10.6, Termination for Default, exercise any of its rights and remedies under the Uniform Commercial Code or pursue any other right or remedy available to it.

6.9.5 Right of Offset.

The State shall be entitled to offset against any sums due the Qualified Vendor, any expenses or costs incurred by the State, or damages assessed by the State concerning the Qualified Vendor's non-conforming performance or failure to perform the Agreement, including expenses, costs and damages described in the Agreement Terms and Conditions.

6.9.6 Provisions for Default.

- 6.9.6.1 In addition to any other remedies available to the Division, if the Qualified Vendor fails to comply with any term of the Agreement, the Division may take one (1) or more of the following actions:

- 6.9.6.1.1 Withhold payment, in whole or in part;

- 6.9.6.1.2 Suspend enrollment, which includes (i) suspending new members from enrollment in any services provided by the Qualified Vendor, and (ii) suspending any new services for members currently served by the Qualified Vendor.
- 6.9.6.1.3 Suspend the Agreement, in whole or in part, by (i) suspending the authority to request addition of new services to the Agreement; (ii) suspending the authority to request modification to current services, (iii) deleting the Qualified Vendor from the Qualified Vendor List; or (iv) enrolling members with another provider.

6.10 Agreement Termination

6.10.1 Cancellation for Conflict of Interest.

Pursuant to A.R.S. § 38-511, the State may cancel this Agreement within three (3) years after Agreement execution without penalty or further obligation if any person significantly involved in initiating, negotiating, securing, drafting or creating the Agreement on behalf of the State is or becomes at any time while the Agreement or an extension of the Agreement is in effect an employee of or a consultant to any other party to this Agreement with respect to the subject matter of the Agreement. The cancellation shall be effective when the Qualified Vendor receives written notice of the cancellation unless the notice specifies a later time. If the Qualified Vendor is a political subdivision of the State, it may also cancel this Agreement as provided in A.R.S. § 38-511.

6.10.2 Gratuities.

The State may, by written notice, terminate this Agreement, in whole or in part, if the State determines that employment or a gratuity was offered or made by the Qualified Vendor or a representative of the Qualified Vendor to any officer or employee of the State for the purpose of influencing the outcome of the procurement or securing the Agreement, an amendment to the Agreement, or favorable treatment concerning the Agreement, including the making of any determination or decision about Agreement performance. The State, in addition to any other rights or remedies, shall be entitled to recover exemplary damages in the amount of three (3) times the value of the gratuity offered by the Qualified Vendor.

6.10.3 Termination for Convenience.

The State reserves the right, with written notice, to terminate the Agreement, in whole or in part at any time, when in the best interests of the State without penalty or recourse. Upon receipt of the written notice, the Qualified Vendor shall immediately stop all work, as directed in the notice, notify all subcontractors of the effective date of the termination and minimize all further costs to the State. In the event of termination under this paragraph, all documents, data and reports

prepared by the Qualified Vendor under the Agreement shall become the property of and be delivered to the State. The Qualified Vendor shall be entitled to receive just and equitable compensation for work in progress, work completed, and materials accepted before the effective date of the termination.

6.10.4 Termination upon Request of the Qualified Vendor.

The Qualified Vendor may request termination of the Agreement, in whole or in part, at any time. The Qualified Vendor shall not terminate performance of this Agreement without the prior written consent of the Division. The Qualified Vendor shall provide at least sixty (60) days written notice to the Division setting forth the reasons for requesting termination. Upon determination that termination is appropriate, the Division shall provide written notice of acceptance of such termination and the termination date. Upon termination, all goods, materials, documents, data and reports prepared by the Qualified Vendor under the Agreement shall become the property of and be delivered to the State on demand. The State may, upon termination, procure, on terms and in the manner that it deems appropriate, materials or services to replace those under this Agreement.

The Qualified Vendor shall be liable to the State for any excess costs incurred by the State in procuring materials or services in substitution for those due from the Qualified Vendor.

6.10.5 Termination for Default.

6.10.5.1 In addition to the rights reserved in the Agreement, the State may terminate the Agreement, in whole or in part, due to the failure of the Qualified Vendor to comply with any term or condition of the Agreement, to acquire and maintain all required insurance policies, bonds, licenses and permits, or to make satisfactory progress in performing the Agreement. The Procurement Officer shall provide written notice of the termination and the reasons for it to the Qualified Vendor. The Department may immediately terminate this Agreement if the Department determines that the health or welfare or safety of service recipients is endangered.

6.10.5.2 The State reserves the right to terminate the Agreement, in whole or in part, when a Qualified Vendor no longer meets the criteria defined in the RFQVA; for non-compliance with the Agreement requirements; or for failure to maintain a valid license, AHCCCS registration or Division certification, as appropriate. The Division shall provide written notice of the termination and the reasons for it to the Qualified Vendor.

6.10.5.3 Upon termination under this section, all goods, materials, documents, data and reports prepared by the Qualified Vendor under the Agreement shall become the property of and be delivered to the State on demand.

- 6.10.5.4 The State may, upon termination of this Agreement, procure, on terms and in the manner that it deems appropriate, materials or services to replace those under this Agreement. The Qualified Vendor shall be liable to the State for any excess costs incurred by the State in procuring materials or services in substitution for those due from the Qualified Vendor unless the Agreement is terminated solely for the convenience of the State.
- 6.10.5.5 This Agreement may immediately be terminated if the Department determines that the health or welfare or safety of members is endangered.
- 6.10.6 Continuation of Performance through Termination.
- The Qualified Vendor shall continue to perform, in accordance with the requirements of the Agreement, up to or beyond the date of termination, in whole or in part, as directed in the termination notice or as provided in Section 6.10.7.3 below.
- 6.10.7 Termination for Any Reason.
- 6.10.7.1 In the event of termination or suspension of the Agreement by the Department, in whole or in part, such termination or suspension shall not affect the obligation of the Qualified Vendor to indemnify the Department and the State for any claim by any other party against the Department and/or the State arising from the Qualified Vendor's performance of this Agreement and for which the Qualified Vendor would otherwise be liable under this Agreement. To the extent such indemnification is excluded by A.R.S. § 41-621 *et seq.* or an obligation is unauthorized under A.R.S. § 35-154 (as may be amended), the provisions of this paragraph shall not apply.
- 6.10.7.2 In the event of early termination, any funds advanced to the Qualified Vendor shall be returned to the Department within ten (10) days after the date of termination or upon receipt of notice of termination of the Agreement, whichever is earlier.
- 6.10.7.3 In the event the Agreement is terminated, in whole or in part, with or without cause, or expires, the Qualified Vendor shall assist the Division in the transition of members to other Qualified Vendors in accordance with applicable rules and policies. Such assistance and coordination shall include but shall not be limited to:
- 6.10.7.3.1 Forwarding program and other records as may be necessary to assure the smoothest possible transition and continuity of services. The cost of reproducing and forwarding such records shall be borne by the Qualified Vendor.
- 6.10.7.3.2 Notifying of subcontractors and members.

- 6.10.7.3.3 Facilitating and scheduling medically necessary appointments for care and services.
- 6.10.7.3.4 Providing all reports set forth in this Agreement.
- 6.10.7.3.5 Making provisions for continuing all management/administrative services until the transition of members is completed and all other requirements of this Agreement are satisfied.
- 6.10.7.3.6 If required by the Division, extending performance until suitable arrangements are made by the Division for a replacement Qualified Vendor.
- 6.10.7.3.7 If required by the Division, at the Qualified Vendor's own expense, assisting in the training of personnel.
- 6.10.7.3.8 Paying all outstanding obligations for care rendered to members.
- 6.10.7.3.9 Providing the following financial reports to the Division until the Division is satisfied that the Qualified Vendor has paid all such obligations: (a) a monthly claim aging report by provider/creditor including Incurred But Not Reported (IBNR) amounts; (b) a monthly summary of cash disbursements; and (c) copies of all bank statements received by the Qualified Vendor in the preceding month for Qualified Vendor's bank accounts. All reports in this section shall be due on the fifteenth (15th) day of each succeeding month for the prior month.
- 6.10.7.4 In the event the Agreement is terminated in part, the Qualified Vendor shall continue the performance of the Agreement to the extent not terminated.
- 6.10.8 Voidability of Agreement.

This Agreement is voidable and may be immediately terminated by the Department upon the Qualified Vendor becoming insolvent or filing proceedings in bankruptcy or reorganization, or upon assignment or delegation of the Agreement without prior written approval from the Department.

6.11 Agreement Claims and Controversies

Other than protests and claims covered by A.A.C. R6-6-2115 and R6-6-2116, any other claims or controversies under this Agreement shall be resolved according to A.A.C. R6-6-2117.

6.12 Contingency Planning

The Qualified Vendor shall have a contingency plan that addresses the requirements of (1) a Business Continuity Plan ("BCP"), and (2) a Pandemic Performance Plan, as stipulated in Section 6.12.1 and 6.12.2. The Contingency

Plan is subject to the approval of the Division. The Qualified Vendor shall submit any amendment to the plan to the Division within ten (10) business days. The State may require a copy of the plan at any time prior to or post award of an Agreement.

6.12.1 Business Continuity.

- 6.12.1.1 Each Qualified Vendor shall establish a written BCP that illustrates how the Qualified Vendor shall provide contracted service(s) pursuant to the Agreement in the event of a natural or man-made disaster (e.g., earthquake, flood, catastrophic accident, fire, explosion, gas leak) or any other emergency event which may disrupt routine service delivery (e.g., power outage, disruption of essential utilities, evacuation by authorities). The BCP shall, at a minimum, include the following:
- a. Internal emergency notification call-trees, organizational chart, and orders of succession.
 - b. Checklists to contact and coordinate with police, fire, medical, and other community emergency responders.
 - c. The Qualified Vendor's emergency points of contact(s) information, communication and reporting protocols with the Division.
 - d. Plans to respond, restore, and resume business operations as soon as practical and also protecting the life, health, and safety of members and the Qualified Vendor's staff.
- 6.12.1.2 In addition, the Qualified Vendor shall have contingencies for:
- a. The loss of facilities/sites.
 - b. Electronic/telephone failure at primary place of business.
 - c. Loss of computer systems/records.
 - d. A facility evacuation plan that assures the successful evacuation of members and staff.
 - e. A self-sheltering (i.e., shelter in place) plan which maintains adequate staffing levels, food, water, prescribed medications and equipment that meet the needs of members for the duration of the emergency/disaster event.
- 6.12.1.3 The BCP shall be specific for each of its Arizona facilities and reference community emergency resources as described in Section 6.12.1.1.
- 6.12.1.4 The Qualified Vendor shall provide annual BCP training for all staff members.
- 6.12.1.5 The Qualified Vendor shall conduct BCP exercises, annually.
- 6.12.1.6 The Qualified Vendor shall review its BCP(s) as needed, amend the plan as required, and train all staff members on any changes to the plan.

- 6.12.1.7 In the event of a local disaster declaration, an emergency declared by the Governor of Arizona, the President of the United States, or the World Health Organization which makes the performance of any term of this Agreement impossible or impracticable, the Division shall have the authority to:
- a. Temporarily void the Agreement(s), in whole or in part, if the Qualified Vendor cannot perform to the standards agreed upon in the initial terms.
 - b. Implement emergency procurements as authorized by the Director of the Arizona Department of Administration pursuant to A.R.S. § 41-2537 of the Arizona Procurement Code.
 - c. Reinstate the voided Agreement(s) if the Qualified Vendor can demonstrate ability to resume performance of the Agreement(s).
- 6.12.1.8 As a result of the provisions contained in Section 6.12.1.7 and subsections (a), (b), or (c) the Division shall not incur any liability with a Qualified Vendor during a disaster or emergency event.
- 6.12.2 Pandemic Contractual Performance.
- 6.12.2.1 The State shall require a written Pandemic Performance Plan that illustrates how the Qualified Vendor shall perform up to the Agreement standards in the event of a pandemic (e.g., influenza). At a minimum, the Pandemic Performance Plan shall include:
- a. Key succession and performance planning if there are a sudden significant decrease in Qualified Vendor's workforce.
 - b. Alternative methods to ensure there are services or products in the supply chain.
 - c. An up to date list of company contacts and organizational chart.
- 6.12.2.2 The Qualified Vendor shall provide annual training on the Pandemic Performance Plan for all staff members.
- 6.12.2.3 The Qualified Vendor shall review its Pandemic Performance Plan as needed, amend the plan as required, and train all staff members on any changes to the plan.
- 6.12.2.4 In the event of a pandemic, as declared by the Governor of Arizona, U.S. Government or the World Health Organization, which makes performance of any term under this Agreement impossible or impracticable, the State shall have the following rights:
- a. After the official declaration of a pandemic, the State may temporarily void the Agreement(s) in whole or specific sections if the Qualifies Vendor cannot perform to the standards agreed upon.
 - b. The State shall not incur any liability if a pandemic is declared and emergency procurements are authorized by the Director of the Arizona Department of Administration per A.R.S. § 41-2537 of the Arizona Procurement Code.

- c. Once the pandemic is officially declared over and/or the Qualified Vendor can demonstrate the ability to perform, the State, at its sole discretion may reinstate the temporarily voided Agreement(s).

6.13 Certifications

6.13.1 Lobbying.

The Qualified Vendor shall submit the Certification Regarding Lobbying form, and by so doing, agrees to compliance with 49 C.F.R. Part 20. The Certification Regarding Lobbying form may be found in Section 9 as “Attachment C”.

6.13.2 Suspension or Debarment.

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

6.13.3 Inclusive Qualified Vendor.

The Qualified Vendor is encouraged to make every effort to utilize subcontractors that are small, women-owned and/or minority owned business enterprises. This could include subcontractors for a percentage of the administrative or direct service being proposed. The Qualified Vendor who is committing a portion of its work to such subcontractors shall do so by identifying the type of service and work to be performed by providing detail concerning the Qualified Vendor’s utilization of small, women-owned and/or minority business enterprises. Emphasis should be placed on specific areas that are subcontracted and percentage of Agreement utilization and how this effort will be administered and managed, including reporting requirements.

6.13.4 Data Sharing.

When determined by the Department that sharing of confidential data will occur with the Qualified Vendor, the Qualified Vendor shall complete the ADES Data Sharing Request Agreement and submit the completed Agreement to the DES Program Designated Staff prior to any work commencing or data shared. A separate Data Sharing Request Agreement shall be required between the Qualified Vendor and each DES Program sharing confidential data. The Data Sharing Request Agreement form may be found in Section 9 as “Attachment E”.

6.13.5 Participation in Boycott of Israel.

Qualified Vendor warrants it is not engaged in a boycott of Israel as defined by A.R.S. § 35-393.01.

The Participation in Boycott of Israel certification is no longer a required form. However, with the RFQVA Vendor Agreement, the Participation in Boycott of Israel certification will continue to be required as an attachment, however, applicants will not be evaluated based on whether this certification has been completed. The certification attachment will include a footnote with the following language:

*“Unless and until the District Court's injunction in Jordahl is stayed or lifted, the Anti-Israel Boycott Provision (**A.R.S.** 35-393.01 (A)) is unenforceable and the State will take no action to enforce it.”*

ATTENDANT CARE

Service Description

H007-BW

A service that provides a qualified individual to supply needed services in order for an individual to remain in his/her home and/or participate in work/community activities.

Service Requirements and Limitations

1. This service may only be provided in the following settings:
 - 1.1 In the Division member's home (unlicensed).
 - 1.2 In a direct state contracted developmental home (i.e. where the licensee contracts directly with the Division, not a qualified vendor) when there is a specific issue, problem, or concern that is believed to be temporary or short-term and approved by the Division's Assistant Director.
 - 1.3 In the member's community:
 - 1.3.1 While accompanying the member, or
 - 1.3.2 While shopping or picking up medications.
2. This service shall not be provided in a provider's residence unless the residence is also the home of the member receiving the service.
3. This service shall not supplant the care provided by the member's natural supports.
4. This service shall not be provided while the member is attending day treatment and training and/or employment services.
5. Within the same day, this service shall not be provided in conjunction with Homemaker services without approval by the member's Support Coordinator.
6. This service shall not be provided when the member is hospitalized or otherwise receiving institutional services, except prior to discharge to ensure the member's home environment is safe and sanitary.
7. This service shall not be provided to members living in group homes, vendor supported developmental homes (child or adult), skilled nursing facilities, non-state operated Intermediate Care Facilities (ICFs), or Level I or Level II behavioral health facilities.
8. Homemaker tasks may include cleaning, shopping, and laundry as identified on the member's planning document [e.g., Individual Support Plan ("ISP")].

9. The responsible person is expected to provide all necessary housekeeping/homemaker and personal care supplies.
10. The responsible person is expected to provide money for supplies and food in advance of the purchase if the direct service provider will be shopping for food, household supplies, and/or medications.
11. If a member elects to have his or her spouse provide this service, the member shall comply with all applicable requirements including but not limited to the following:
 - 11.1 The member shall not receive more than 40 hours of this service in a week; and/or
 - 11.2 The member shall not receive similar or like services, such as Homemaker.
 - 11.3 The requirements imposed by A.A.C. R9-28-506.
12. This service shall be supervised and monitored. When the service is provided by a Qualified Vendor, it is the responsibility of the Qualified Vendor to conduct the supervision and monitoring. When the service is provided by an Individual Independent Provider, it is the responsibility of the member's planning team (e.g., ISP team) to decide, prior to the delivery of services, who will conduct the supervision and monitoring. The minimum requirements of the Arizona Health Care Cost Containment System ("AHCCCS") are:
 - 12.1 Conduct at least one (1) personal on-site supervisory visit for each direct service staff within the first ninety (90) days of their hire date, and annually thereafter, and when the direct service staff is working and physically present in the member's home. Additional supervisory visits might be warranted.
 - 12.2 Conduct an initial monitoring visit to speak with the member/member's representative regarding the quality of care, delivery of services, and education of the member/member's representative about the need to call the Qualified Vendor/Individual Independent Provider if concerns develop between supervisory and/or Support Coordinator visits. This visit must be initiated not more than five (5) days from initial provision of the service by the Qualified Vendor/Individual Independent Provider. A follow-up site visit is required at the thirtieth (30th) day. A visit at the sixtieth (60th) day is required if issues are identified; otherwise these ongoing visits occur at least every ninety (90) days thereafter.
 - 12.3 The completion of a supervisory visit may occur in conjunction with the monitoring visit.
13. The AHCCCS Agency with Choice Member-Directed Service Delivery Model/Option.
 - 13.1 The Qualified Vendor shall identify in the Division's Qualified Vendor Application and Directory System ("QVADS") whether it is participating in the AHCCCS Agency with

Choice member-directed service delivery model (see the AHCCCS website located at www.azahcccs.gov for additional information regarding the AHCCCS Agency with Choice member-directed service delivery model/option).

- 13.2 The Qualified Vendor accepting a service authorization for Attendant Care for a member who has chosen to participate in the AHCCCS Agency with Choice member-directed service delivery option shall participate in the AHCCCS Agency with Choice member-directed service delivery model, shall agree to comply with all AHCCCS rules and policies regarding the Agency with Choice member-directed service delivery model, and shall implement the member's planning document.
- 13.3 The Qualified Vendor shall comply with the AHCCCS Agency with Choice member-directed service delivery model requirements and ensure that the direct service staff providing Attendant Care is not the member's individual representative as defined by the AHCCCS Agency with Choice member-directed service delivery model.
- 13.4 A member participating in the AHCCCS Agency with Choice member-directed service delivery option may request a change in vendors at any time without having to express any reason for the change, notwithstanding Arizona Administrative Code ("A.A.C.") R6-6-2109(B), (C), and (D).
- 13.5 The Qualified Vendor that has chosen to participate in the AHCCCS Agency with Choice member-directed service delivery model may be required to provide additional training for the member and/or member's representative regarding the partnership as assessed and authorized by the Division. If this is required, the Qualified Vendor shall bill a unique service code as identified by the Division.
- 13.6 The Qualified Vendor that has chosen to participate in the AHCCCS Agency with Choice member-directed service delivery model may be required to provide additional training for the direct service staff outside of the scope of the required/standard training [i.e., Cardiopulmonary Resuscitation ("CPR"), First Aid, Article 9 (Managing Inappropriate Behaviors), Direct Care Worker, etc.] and in order to meet the unique needs of the member as assessed and authorized by the Division. If this is required, the Qualified Vendor shall bill a unique service code as identified by the Division.

Service Goals and Objectives

Service Goals

1. To assist the member to attain or maintain safe and sanitary living conditions and/or maintain personal cleanliness and activities of daily living.
2. To assist the member to remain in his/her home and/or participate in community activities.

Service Objectives

The Qualified Vendor shall ensure that the following objectives are met:

1. Implement the member's planning document based on the Division's assessment, which may include, but is not limited to:
 - 1.1 Meal preparation and clean-up (e.g., meal planning, food preparation, cooking, storing food, cleaning the dishes);
 - 1.2 Eating and assistance with eating (e.g., prompts to eat slowly, proper positioning while eating, monitoring for choking);
 - 1.3 Bathing (e.g., transferring into the tub or shower, adjusting water temperature for safety, monitoring for drowning risk, use of assistive devices);
 - 1.4 Dressing and grooming (e.g., oral hygiene, nail care, shaving, hair styling, putting on assistive devices);
 - 1.5 Toileting (e.g., bowel and bladder care);
 - 1.6 Mobility;
 - 1.7 Transferring;
 - 1.8 Housekeeping/homemaker and cleaning;
 - 1.9 Laundry;
 - 1.10 Shopping;
 - 1.11 Attending to certified service animal needs;
 - 1.12 Supervision, including behavior intervention techniques or other skills as identified on the member's planning document;
 - 1.13 Assisting the member in following his or her routine as determined by the priorities as identified on the member's planning document;
 - 1.14 Assisting in providing appropriate attention to injury and illness;
 - 1.15 Maintaining skin integrity including the provision of first aid (i.e., prevention of pressure sores);
 - 1.16 Referring for appropriate action all members who present additional medical or social problems during the course of the service delivery;

- 1.17 Assisting with self-administration of medication(s) or medication reminders;
- 1.18 Assistance to attain or maintain safe and sanitary living conditions as indicated in the member's planning document; and
- 1.19 In unusual circumstances, the following tasks may be performed:
 - 1.19.1 To attain safe living conditions:
 - 1.19.1.1 Heavy cleaning, such as washing walls or ceilings, and
 - 1.19.1.2 Yard work, such as cleaning the yard and hauling away debris.
 - 1.19.2 To assist the member in obtaining and/or caring for basic material needs for water, heating, and food.

Service Utilization Information

- 1. Using the assessment and plan development processes, the member's needs are assessed by the planning team based upon what is normally expected to be performed by a member and/or his/her natural supports. Consideration should be made to age-appropriate expectations of the member and his/her natural supports (what can reasonably be expected of each member based on his/her age). This service shall not supplant the care provided by the member's natural supports.
 - 1.1 The assessment is documented in the Division's assessment tools.
- 2. This service is not intended to be used for the sole purpose of transportation but may be used to provide incidental transportation necessary to support the member's program activities.

Rate Basis

- 1. Published. The published rate is based on one (1) hour of direct service.
- 2. In no event will more than three (3) members receive this service with a single direct service staff person at the same time.
- 3. Throughout the term of the contract, the appropriate billing codes, billing units, and associated billing rules are subject to change. All billing codes and billing units, and associated billing rules will be included in the Division's Policies and Procedures Manual, Billing Manual, *RateBook*, and/or other provider resources made available by the Division.

Direct Service Staff Qualifications

1. Direct service staff shall have the ability to provide assistance to a member to meet essential personal, physical, and homemaking needs. This ability includes social, physical, emotional fitness, and the ability to communicate with the member as necessary. The Division may request documentation to substantiate the direct service staff person's capabilities to perform the service.
2. Direct service staff shall not be the member's individual representative (as defined by the AHCCCS Agency with Choice member-directed service delivery model) when the member chooses the AHCCCS Agency with Choice member-directed service delivery option.

Direct Service Training Requirements

1. The Qualified Vendor shall ensure that direct service staff comply with the standards and requirements set forth in Section 5.3 in *Service Requirements/Scope of Work* of the Qualified Vendor Agreement before providing direct services alone with members.
2. AHCCCS Direct Care Worker Training and Testing. The Qualified Vendor shall ensure that direct service staff comply with the AHCCCS training and testing requirements for Direct Care Services provided by Direct Care Workers ("DCW") in accordance with AHCCCS policy and the AHCCCS Contractor Operations Manual ("ACOM") (see <http://azahcccs.gov/dcw>). The services provided by Direct Care Workers are collectively known as Direct Care Services. A Direct Care Worker (DCW) is a person who assists a member with activities necessary to allow him or her to reside in their home.
 - 2.1 A caregiver who is a Registered Nurse, Licensed Practical Nurse, or Certified Nursing Assistant per Arizona Revised Statutes ("A.R.S.") Title 32, Chapter 15, is exempt from the DCW training and testing requirements.
 - 2.2 A DCW with an initial hire date prior to October 1, 2012, is deemed to meet the training and testing requirements with the Qualified Vendor by whom they are currently employed. However, if the DCW becomes employed with another agency on or after October 1, 2012, they shall meet the training and testing requirements contained within the AHCCCS policy. All DCWs with an initial hire date on or after October 1, 2012, must meet the DCW training and testing requirements contained within the AHCCCS policy.
 - 2.3 The DCW shall meet the training, testing, and continuing education requirements as per AHCCCS policy and the ACOM, Chapter 429, Direct Care Worker Training and Testing Program.
 - 2.3.1 To meet the AHCCCS training and testing requirements for DCWs, the Qualified Vendor shall:

- 2.3.1.1 Register with AHCCCS to become an Approved Program to provide the testing and training to its employees,
 - 2.3.1.2 Enter into a direct contracting relationship with an AHCCCS Approved Testing and Training Program which has an AHCCCS Provider Identification Number to provide the testing and training to its employees, or
 - 2.3.1.3 Enter into a direct contracting agreement with a Private Vocational Program (an AHCCCS Approved Program that does not have an AHCCCS Provider Identification Number or a subsidiary of a Direct Care Service agency).
 - 2.3.1.4 Meet all applicable requirements specified in the AHCCCS Medical Policy Manual (“AMPM”) and all requirements included in the AHCCCS Provider Participation Agreement.
- 2.4 The Qualified Vendor shall be responsible for assuring that the DCW is in compliance with the AHCCCS policy for Direct Care Services.
 - 2.5 The Qualified Vendor shall comply with recommendations and requirements resulting from the routine monitoring and supervision of the DCW to ensure competence in the direct care service being provided. The monitoring and supervision may also provide assistance with any adjustment issues between the member and the DCW.

Recordkeeping and Reporting Requirements

- 1. The Qualified Vendor shall maintain a copy of the Division’s assessment on file and make it available to the member/member’s representative and/or Division upon request.
- 2. The Qualified Vendor shall adhere to the requirements of “non-provision of service” as required by Division policy (see Section 5.2.6 in *Service Requirements/Scope of Work* of the Qualified Vendor Agreement).
- 3. The Qualified Vendor shall maintain daily records on file as proof of the number of hours worked by each direct service staff providing direct service to members.
 - 3.1 Each time sheet, equivalent document, or data system must contain the original signature or other independent verification (that complies with A.R.S. § 41-132) of the member/member’s representative after service delivery confirming the hours worked. Proof of hours worked must be signed or verified by the member/member’s representative before the Qualified Vendor submits the claim for payment.
- 4. The Qualified Vendor shall maintain data that demonstrates full compliance with all programmatic and contractual requirements of the Department and the Division.

5. The Qualified Vendor shall maintain documentation of any familial relationship that direct service providers have to any member, such as spouses, family members who reside with a member, family members who do not reside with a member.
 - 5.1 The Qualified Vendor's billing document shall identify any familial relationships between a direct service provider and member served.
6. The Qualified Vendor shall maintain documentation of and communication with the member's Support Coordinator regarding any decline, improvement, or continuing maintenance of the member's condition in accordance with the AMPM.
7. For the AHCCCS Direct Care Worker Testing and Training, the Qualified Vendor shall:
 - 7.1 Verify and document the DCW's related educational and work experiences;
 - 7.2 Keep records on continuing education, including hours and topics; and
 - 7.3 Document and maintain in the DCW's personnel file all monitoring and supervision assessments.

CAREER PREPARATION AND READINESS

1.0 Service Description

H025-GH

A service that provides assistance to eligible individuals to obtain community integrated employment.

This service provides Division members (members) currently participating in Center-Based Employment with the services and supports to assist them in making a progressive move into competitive and/or integrated employment.

2.0 Service Objective

To increase the opportunities and success of members as they progress into competitive and/or integrated employment.

3.0 Definitions

- 3.1 *Center-Based Employment (CBE)* – A service that provides members a healthy, safe, and supervised work environment where they are engaged in gainful, productive, and paid employment. Members are supported in developing their skills, abilities, and behaviors that will enable them to most fully realize their vocational aspirations, and support their transition into a more integrated employment setting.
- 3.2 *Competitive Employment* – Full or part-time employment in the community paid at current minimum wage or higher, with wages and benefits equal to those provided to individuals without disabilities performing the same work.
- 3.3 *Individual Plan for Employment* – A written service plan developed by the Rehabilitation Services/Vocational Rehabilitation program establishing the employment goal and the necessary services and supports needed to assist the individual in achieving the goal.
- 3.4 *Integrated Employment* – Employment in a community setting in which a member interacts with individuals without disabilities, other than the Qualified Vendor's paid staff, to the same extent that individuals without disabilities in comparable employment would interact with other individuals.
- 3.5 *Planning Team* – The Planning Team includes at a minimum: The member, their parent or guardian, authorized service providers, any additional person(s) approved by the member or their responsible person, and the Support Coordinator who shall serve as plan facilitator and coordinator. The Support Coordinator may identify additional Division staff to be on the team if the need arises. A responsibility of the Planning Team is to develop the Individual Support Plan (ISP) of the member.
- 3.6 *Successful progressive move* – A change resulting in a minimum of a fifty percent (50%) reduction in a member's time spent in CBE services, and a corresponding minimum fifty percent (50%) increase in time spent in competitive and/or integrated employment, based on the member's last signed service plan prior to the authorization of the Career Preparation and Readiness service.

4.0 Eligibility

- 4.1 Members eligible for this service must have work-related habilitative goals and objectives with a desired outcome of competitive and/or integrated employment documented in their Individual Support Plan.
- 4.2 Members eligible for this service must be participating in Center-Based Employment at the time of their referral for this service as documented in their Individual Support Plan.

5.0 Service Limitations

- 5.1 This service shall be provided by a Center-Based Employment (CBE) Qualified Vendor that has been actively providing CBE services to members for a minimum of one (1) year as of July 1, 2016.
- 5.2 This service shall be provided in a Qualified Vendor owned or leased setting, where the majority of the individuals have disabilities and are supervised by paid Qualified Vendor staff, and/or in the community depending upon the program activities being provided.
- 5.3 The Qualified Vendor owned or leased setting shall be inspected by the Department's Office of Licensing, Certification, and Regulation ("OLCR"), and approved by the Division, as defined in Arizona Administrative Code (A.A.C.) R6-6-1505.
- 5.4 This service is considered to be habilitation.
- 5.5 This service shall not be delivered in a licensed group home or developmental home.
- 5.6 This service shall not be provided when the member is hospitalized.
- 5.7 This service shall not be provided in the same room, at the same time, as another service.
- 5.8 This service shall not be provided concurrently with another service; however, a member may receive different services at different times within a given day or different services on different days of the week.
- 5.9 This service shall not be provided to members residing in skilled nursing facilities, non-state operated Intermediate Care Facilities (ICFs), or Level I and Level II behavioral health facilities.

6.0 Service Requirements

The Qualified Vendor is responsible for all of the following:

- 6.1 Program Development: Develop an array of employment-related activities for the purpose of preparing members for employment, including a description of each activity and an estimated time for completion of each. The description of each of the employment-related activities identified, including estimated time for completion of each and proposed teaching strategies, shall be submitted to the Division for approval prior to implementation. Employment-related activities shall include, but are not limited to the following:

- 6.1.1 Job Readiness Assessment: Determine the interest and willingness of current CBE program participants to move to competitive and/or integrated employment by use of individual interviews, review of prior work performances, trial work evaluations, and other methodologies;
 - 6.1.2 Work Incentive Counseling: Provide information regarding the benefits of paid employment; clarify the real impact of wages on disability benefits with practical examples through the use of web-based resources and benefit calculators, such as Arizona's Disability Benefits 101 program, viewable at www.az.db101.org;
 - 6.1.3 Member Representative/Caregiver Engagement and Education: Introduce member representatives/caregivers to competitive and/or integrated employment options; clarify the real impact of wages on disability benefits; identify potential career interests; address barriers preventing member representatives'/caregivers' support of competitive and/or integrated employment;
 - 6.1.4 Career Exploration: Provide opportunities for members to research, observe, or be mentored in the types of work available within their community, the related skill requirements for specific types of work, and other activities to assist in identifying potential job interests; and
 - 6.1.5 Community trial work experiences, including volunteer work and/or job shadowing.
- 6.2 Provide member support during the Rehabilitation Services/Vocational Rehabilitation process, including provision of relevant referral information, participation with the member during the development of their Individual Plan for Employment, and other contacts as needed to support the outcome of competitive job placement.
- 6.3 Participate with the member's Planning Team to develop an Individualized Training Agreement for each member participating in the service, using Division forms. The Individualized Training Agreement shall include, at a minimum:
- 6.3.1 The member's strengths and barriers to progressive movement into competitive and/or integrated employment;
 - 6.3.2 The specific employment-related activities in which the member will participate;
 - 6.3.3 Schedule for implementation of the member's Individualized Training Agreement;
 - 6.3.4 Method of assessing the member's progress in completing their Career Preparation and Readiness service; and
 - 6.3.5 Data collection and reporting methodology.
- 6.4 Participate with the member's Planning Team to develop strategies to capitalize on strengths and remove or minimize barriers to progressive movement into competitive and/or integrated employment.

- 6.5 Participate with the member's Planning Team in making a recommendation for referral to Vocational Rehabilitation for a progressive move to competitive employment.
- 6.6 Participate with the member's Planning Team in making a recommendation for referral for a progressive move to integrated employment, such as Group Supported Employment.
- 6.7 Assist members with basic personal care needs, including, but not limited to, lavatory use, breaks, and mealtime assistance as needed.
- 6.8 Provide transportation necessary to support all services provided in this agreement.

7.0 Service Utilization Information

- 7.1 The Division makes no guarantee of the number of service units authorized; however, typical utilization is anticipated to be four (4) hours per day, but shall not exceed eight (8) hours per day.
- 7.2 The staff to member ratio shall not exceed one (1) direct service staff person to three (3) members (1:3). It is anticipated that all members may need intermittent direct one-on-one (1:1) assistance/supervision in order to meet individual needs.
- 7.3 Each participating member's service may be authorized for up to six (6) months, with a maximum of two (2) service extensions of up to three (3) months each, as assessed by the member's Planning Team and approved by the District Program Manager/designee. All exceptions shall be approved by the District Program Manager/designee.

8.0 Service Staff Qualifications

- 8.1 The Qualified Vendor shall ensure that all direct service staff are trained and have knowledge of the following:
 - 8.1.1 Career and vocational interest assessments;
 - 8.1.2 Job readiness assessments;
 - 8.1.3 Current and future employment opportunities;
 - 8.1.4 Job seeking and job retention skills identified by employers as essential for successful employment;
 - 8.1.5 Methods for providing work-based skill development;
 - 8.1.6 Strategies for reducing concerns of the member or the member's representative/caregiver about transition to competitive and/or integrated employment; and
 - 8.1.7 The impact of wages on the member's receipt of state and federal benefits.

9.0 Service Outcomes

The following will be used in the measuring of the Qualified Vendor's performance:

- 9.1 At least 50 percent (50%) of members who participate in the vendor's Career Preparation and Readiness program over a one (1) year period will make successful progressive moves to integrated and/or competitive employment.

- 9.2 Members participating in the Qualified Vendor's Career Preparation and Readiness program shall be fully engaged in one or more of the employment-related activities identified in the Program Development section of the Service Requirements, as documented in the member's Individual Support Plan and Individualized Training Agreement.
- 10.0 Rate Basis**
- 10.1 Published Rate. The published rate is based on one (1) hour of direct service staff time spent providing the designated training and other work-related activities identified in the Program Development section of the Service Requirements.
- 10.2 Direct service staff time shall be provided with the member present.
- 10.3 Outcome payments will only be made for each member who makes a successful progressive move to competitive and/or integrated employment, as verified by the Division.
- 10.4 The Qualified Vendor will be eligible for a maximum of two (2) outcome payments per member, per member lifetime as follows:
- 10.4.1 The first outcome payment will be made upon the member's successful progressive move (as defined) to competitive and/or integrated employment, as verified by the Division.
- 10.4.2 A final outcome payment will be made upon the member's successful retention of the successful progressive move (as defined) to competitive and/or integrated employment for 120 calendar days, as verified by the Division.
- 10.5 The Division has established a separate rate for this service when the service is delivered to a member residing in a low-density zip code area. The Qualified Vendor shall bill the Division the low-density rate only after authorization from the District Program Manager/designee has been received.
- 10.6 Throughout the term of this agreement, the appropriate billing codes, billing units, and associated billing rules are subject to change. All billing codes, billing units, and associated billing rules will be included in the Division's Policies and Procedures Manual, Billing Manual, Rate Book, and/or other provider resources made available by the Division.
- 11.0 Reporting Requirements**
- 11.1 Quarterly Reports. The Qualified Vendor shall submit quarterly progress reports, using the Division's format, to the Division for each member served under this agreement. The Qualified Vendor shall provide the report to the member/member's representative unless the member/member's representative has requested not to receive them.
- 11.1.1 Quarterly reports are due no later than the fifteenth (15) day of the month following the end of the quarter.
- 11.2 The Qualified Vendor shall provide a comprehensive aggregate program report, using the Division's format, to the District Program Manager/designee no later than the thirty-first (31st) day of January and July.

11.3 The Qualified Vendor shall refer to the Division's Provider Manual for guidance on report due dates, report formats and minimum content of the reports.

12.0 Recordkeeping Requirements

12.1 An accurate representation of each member's schedule, including any changes, as well as daily records of the number of hours each member participated in the Qualified Vendor's Career Preparation and Readiness program, including the time spent in each of the employment-related activities identified in the Program Development section of the Service Requirements.

12.2 Each time sheet, equivalent document, or data system must contain the original signature or other independent verification (such as an attendance log that has been signed by the member/member's representative or the direct service staff who documents the member's arrival and departure), after service delivery confirming the hours worked. Proof of hours worked must be signed or verified by the member/member's representative or agency representative before the Qualified Vendor submits the claim for payment.

12.3 The Qualified Vendor shall maintain documentation that demonstrates full compliance with all programmatic and contractual requirements of the Department and the Division.

CENTER-BASED EMPLOYMENT

Service Description

H022-FG

This is a service that provides a controlled and protected work environment, additional supervision and other supports for individuals engaged in remunerative work either in a sheltered workshop or in the community.

This service provides Division members a healthy, safe, and supervised work environment. The Qualified Vendor pays members in accordance with State and Federal law for work the members perform.

Service Requirements and Limitations

1. This service shall be provided in a Qualified Vendor owned or leased setting, where the majority of the individuals have disabilities and are supervised by paid Qualified Vendor staff. The setting must be inspected by the Department's Office of Licensing, Certification, and Regulation ("OLCR") and approved by the Division as defined in Arizona Administrative Code (A.A.C.) in R6-6-1505.
2. The setting shall be a work environment. Center-Based Employment program participants must be primarily engaged in work and work-related activities.
3. This service is considered to be habilitation.
4. Members authorized for this service must have work-related habilitative goals and objectives with an employment outcome.
5. This service shall not be delivered in a licensed group home or developmental home.
6. This service shall not be provided in the same room at the same time as a Day Treatment and Training service.

Service Goals and Objectives

Service Goals

1. To provide members with gainful, productive, and paid work.
2. To support members in developing skills, abilities, and behaviors that will enable them to most fully realize their vocational aspirations and support their transition into a more integrated employment setting if they desire.

Service Objectives

The Qualified Vendor shall ensure that the following objectives are met:

1. Ensure the ongoing availability of paid work in an amount adequate to the number of members in the program.
2. Participate with the member's planning team [e.g., Individual Support Plan ("ISP") team] to develop and implement a planning document that identifies vocational outcomes in accordance with the member's long-term employment goal.
3. Provide each member with training related to the specific skills required to perform the work available through the center-based employment program.
4. Provide each member with training related to generic work skills (e.g., staying on task, attention to detail) and appropriate work habits/ethics.
5. Evaluate the performance and general job-related skills of each member and identify both strengths and barriers to success/progressive movement.
6. In consultation with the member's planning team, develop strategies to capitalize on strengths and remove or minimize barriers to success/progressive movement.
7. As needed, assist members with basic personal care needs, including lavatory and mealtime assistance.
8. Provide each member with the opportunity to participate in a variety of work opportunities. This includes introducing the member to integrated work environments to evaluate appropriateness for progressive moves.
9. Participate with the member's planning team in making referrals to Vocational Rehabilitation for progressive moves.

Service Outcomes

1. Members shall be engaged in paid work at least seventy-five percent (75%) of the time they are in attendance at the program. Alternate activities when paid work is not available shall focus on generic work skills and appropriate work habits/ethics, and accommodate all participants.
2. At least ten percent (10%) of members, based on the Qualified Vendor's average daily attendance over a one (1) year period, will be identified for a progressive move to community integrated employment (i.e., Group Supported Employment or Individual Supported Employment).

3. Documentation of these service outcomes shall be included in the aggregate program status report to each Division's District Program Manager/designee where the service is being performed (see "Recordkeeping and Reporting Requirements" below).

Service Utilization Information

1. The maximum daily utilization shall not exceed eight (8) hours per day.
2. It is anticipated that this service is provided with an average ratio of one (1) direct service staff person to six (6) members (1:6). It is anticipated that all participants may need intermittent direct one-on-one (1:1) assistance/supervision in order to respond to personal hygiene or other personal needs. The facility shall provide sufficient direct service staff to manage and supervise members in accordance with their collective planning documents.
3. Unless otherwise approved by the District Program Manager or designee, this service shall only be provided to members twenty-two (22) years of age or older.
4. This service shall not be provided concurrently with other employment support services (i.e., Group Supported Employment and Individual Supported Employment). However, a member may receive different employment support services at different times within a given day.
5. Any change in the type of employment services a member receives must have the consent of the member's planning team and the District Program Manager/designee, and have a current authorization prior to a change in service type. This also applies to moves to day program services from Center-Based Employment services. The failure of the Qualified Vendor to secure paid work opportunity is not a sufficient basis for making a move from Center-Based Employment services to day program services.

Rate Basis

1. Published. The published rate is based on one (1) hour of direct service.
2. The Division has established a separate rate for this service when the service is delivered to a member residing in a low-density zip code area. The low-density rate has a premium over the standard rate for this service. The Qualified Vendor shall bill the Division the low-density rate only after it receives authorization from the District Program Manager/designee.
3. Throughout the term of the contract, the appropriate billing codes, billing units, and associated billing rules are subject to change. All billing codes, billing units, and associated billing rules will be included in the Division's Policies and Procedures Manual, Billing Manual, *RateBook*, and/or other provider resources made available by the Division.

Direct Service Staff Qualifications

The Qualified Vendor shall ensure that direct service staff is trained in developing and teaching meaningful employment related activities (e.g., hygiene, punctuality, time on task, supervisory

relationships, co-worker relationships, job interviewing) for the members that they support in the center.

Recordkeeping and Reporting Requirements

1. The Qualified Vendor shall maintain individual member production records on a daily basis documenting time spent in paid work and time spent in alternative activities.
2. The Qualified Vendor shall keep copies of each member's schedule, including any changes, as well as daily records of the number of hours each member attends the Qualified Vendor's program. The time begins when the Qualified Vendor assumes responsibility for the member and ends when the Qualified Vendor ends this responsibility. Total time shall not include any time spent during transportation to/from the member's residence.
3. The Qualified Vendor shall maintain daily records as proof of the number of hours worked by each direct service staff providing direct services to members in the program.
 - 3.1 Only the time when members are present in the program shall be counted as direct service.
 - 3.2 Each time sheet, equivalent document, or data system must contain the original signature or other independent verification (such as an attendance log that has been signed by the member/member's representative or the direct service staff who documents the member's arrival and departure) after service delivery confirming the hours worked. Proof of hours worked must be signed or verified by the member/member's representative or agency representative before the Qualified Vendor submits the claim for payment.
4. The Qualified Vendor shall submit quarterly individualized progress reports on the member to the Division and member/member's representative unless the member/member's representative has requested not to receive them. The quarter is based on the calendar year and the reports are due no later than the fifteenth (15) day following the end of the quarter. The Qualified Vendor shall refer to the Division's Provider Manual for guidance on report due dates and minimum content of the reports
5. The Qualified Vendor shall provide an comprehensive aggregate program status report using Division forms to each District Program Manager/designee (where the service is being performed) no later than the thirty-first (31st) day of January and July.
6. The Qualified Vendor shall maintain data that demonstrates full compliance with all programmatic and contractual requirements of the Department and the Division.
7. The Qualified Vendor shall submit the teaching strategies that were developed for the member's habilitative outcomes to the member's Support Coordinator for planning team review no later than twenty (20) business days following the initiation of service for a new or a continuing placement and whenever a new outcome has been identified for the member.

DAY TREATMENT AND TRAINING, ADULT

Service Description

H053-KJ

A service that provides specialized sensory-motor, cognitive, communicative, social interaction and behavioral training to promote skill development for some portion of a 24-hour day.

Service Requirements and Limitations

1. This service shall not be provided in a group home or a developmental home (child or adult).
2. This service shall not be provided when the Division member is hospitalized.
3. This service shall not be provided to members living in non-state operated Intermediate Care Facilities (“ICFs”) or Level I or Level II behavioral health facilities.
4. This service shall be provided in a Qualified Vendor owned or leased setting, where the majority of the individuals have disabilities and are supervised by paid Qualified Vendor staff. The setting must be inspected by the Department’s Office of Licensing, Certification, and Regulation (“OLCR”) and approved by the Division.
5. The primary use of the setting shall be for the operation of a day program, not as a permanent residence, unless approved by the Division’s District Program Manager or designee.
6. This service is considered to be habilitation.
7. This service provides for the personal care needs of the member.
8. Therapy services (Occupational, Physical, and/or Speech) may be provided at Day Treatment and Training locations as identified on the member’s planning document [e.g., Individual Support Plan (“ISP”)] under the following circumstances:
 - 8.1 With the Day Treatment and Training staff present and learning how to implement activities to meet the member’s outcome(s) and in conjunction with the home program, or
 - 8.2 At the request of the member or member’s representative and with the agreement of the Day Treatment and Training program. A caregiver/member representative, other than Day Treatment and Training staff, must be present and participating. In this circumstance, the Day Treatment and Training program shall not bill for the time during which the therapy is occurring.
9. This service shall not be provided in the same room at the same time as a Center-Based Employment service.

10. Day Treatment activities shall not include wage-related activities that would entitle the member to wages.

Service Goals and Objectives

Service Goals

1. To provide training and supervision for the member to increase or maintain his/her socialization and adaptive skills to live and participate in the community.
2. To provide opportunities to interact with friends and others in the community, including providing information regarding and facilitating access to community resources.
3. To provide opportunities for members to develop skills that lead to meaningful days, valued community roles, and promotes the member's vision of the future and priorities .

Service Objectives

The Qualified Vendor shall ensure the following objectives are met:

1. In accordance with the member's planning document [e.g., Individual Support Plan (ISP)], assist in developing:
 - 1.1 Individualized, time-limited outcomes that are based on assessment data and input from the member and the member's representative that will allow the member to achieve his/her long term vision for the future and priorities.
 - 1.2 A specific teaching strategy for each habilitative outcome within twenty (20) business days after initiation of service for a new or a continuing placement and whenever a new outcome has been identified for the member. The specific teaching strategy for each outcome shall identify the schedule for implementation, frequency of services, data collection methods, and the steps to be followed to teach the new skill.
 - 1.3 Changes to specific outcome(s) and/or strategies, as agreed upon by the member's planning team, based upon the presence or absence of measurable progress by the member.
2. As identified in the member's planning document, provide training and/or assistance such as:
 - 2.1 Assistance and training related to personal and physical needs and routine daily living skills;
 - 2.2 Implementing strategies to address behavioral concerns, developing behavior intervention programs, and coordinating with behavioral health programs to ensure proper review of medication treatment plans;

- 2.3 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;
 - 2.4 Implementing all therapeutic recommendations including speech, occupational, and physical therapy, and assisting members in following special diets, exercise routines, or other therapeutic programs;
 - 2.5 Mobility training, alternative, or adaptive communication training;
 - 2.6 Providing general supervision to the member;
 - 2.7 Opportunities for training and/or practice in basic life skills such as shopping, banking, money management, access and use of community resources, and community survival skills; and
 - 2.8 Assisting members in utilizing community transportation resources to support the member in all daily living activities (e.g., day treatment and training, employment situation, medical appointments, visits with family and friends and other community activities) as identified within the member's planning document.
3. Develop, maintain, or enhance independent functioning skills in sensory-motor areas, cognition, personal grooming, hygiene, dressing, eating, toileting, self-medication and first aid, recognizing symptoms of illness, and preventing accidents and illnesses.
 4. Assist each member in developing methods of starting and maintaining friendships of his/her choice, as well as appropriate assertiveness, social skills, and problem solving abilities for use in daily interactions.
 5. Provide opportunities for members to participate in community activities and facilitate member utilization of community resources.
 6. Provide transportation necessary to support program activities.
 7. Develop, at a minimum, a monthly on-site/community integrated schedule of daily activities and document member's direct input into the schedule. Daily activities and schedules are based on member choice, developmental level, planning document goals, and enrichment of life experiences. Allow for reasonable choice in activity participation and offer alternative activities. This schedule shall be available to members, member representatives, or others upon request.
 8. Play an active role in ensuring that services with other involved entities, including group homes, health care providers, and schools, are coordinated to meet the needs of the members served.
 9. Members who desire and/or demonstrate work-related skills shall be referred to their planning team to consider adding an employment service.

10. Partner with the Division to conduct program reviews to assess performance in meeting all identified tasks, promote quality improvement, and encourage best practices. Such reviews shall include participation of members served, families, and all other interested parties. The frequency of the reviews shall be determined by the Division.

Service Utilization Information

1. Typical utilization by member varies. The maximum limit of participation is eight (8) units per day; direct service time associated with providing transportation to/from the program is included in the "Flat Trip Rate for Regularly Scheduled Daily Transportation" rate. Typical programs operate during the weekdays, Monday through Friday, and program sites are generally open during typical work day hours, except for holidays.
2. A number of members do not want or demand a full-time option. It is the responsibility of the planning team and the Qualified Vendor to determine the member's anticipated attendance, and their schedule as part of the initial service planning and referral.
3. This service has typically been provided at the 1:2.5 to 1:4.5 staff-to-member ratio. Higher ratios may be used based on the collective needs of the members and must be approved by the District Program Manager/designee. Lower ratios must be authorized on a case-by-case basis by the District Program Manager/designee based on the needs of the members.
4. Children through the age of fifteen (15) shall be provided service separately from adults. Upon age sixteen (16), transition plans may be individually developed, and may permit the inclusion into an employment and/or day program with adults with parental/guardian consent. The transition plan and consent shall be available to the Division upon request.

Rate Basis

1. Published. The published ratio rate is based on the ratio of total direct service staff hours with members present at the program to total member hours.
2. The Division established a separate rate for this service in the rural areas of the state. This modified rate has a premium over the standard rate for this service. The Qualified Vendor shall bill the Division this modified rate only after it receives authorization from the District Program Manager/designee.
3. The Division established a separate rate for this service to behaviorally or medically intense members. Special authorization for these members is required by the District Program Manager/designee. The hours for these members and the direct service staff hours related to the behaviorally or medically intense members shall not be considered in determining the overall program staffing ratio for the remaining members.
4. Throughout the term of the contract, the appropriate billing codes, billing units, and associated billing rules are subject to change. All billing codes and billing units, and associated billing rules will be included in the Division's Policies and Procedures Manual, Billing Manual, *RateBook*, and/or other provider resources made available by the Division.

Direct Service Staff Qualifications

The direct service staff shall have at least three (3) months experience in conducting group or individual activities related to specific developmental, habilitative, or recreational programs, or be supervised by an individual with such experience.

Recordkeeping and Reporting Requirements

1. The Qualified Vendor shall maintain a copy of each member's planning document on file and make it available to the member/member's representative and/or Division upon request.
2. The Qualified Vendor shall submit the teaching strategies that were developed for the member's habilitative outcomes to the member's Support Coordinator for planning team review no later than twenty (20) business days following the initiation of service for a new or a continuing placement and whenever a new outcome has been identified for the member.
3. The Qualified Vendor shall submit quarterly individualized progress reports on the member to the Division and the member/member's representative unless the member/member's representative has requested not to receive them. The quarter is based on the calendar year and the reports are due no later than the fifteenth (15) day following the end of the quarter. The Qualified Vendor shall refer to the Division's Provider Manual for guidance on report due dates and minimum content of the reports.
4. The Qualified Vendor shall keep a record of each member's attendance, including time of arrival and departure. The time begins when the Qualified Vendor assumes responsibility for the member and arrival to the site destination, and ends when the Qualified Vendor ends this responsibility. Total time shall not include any time spent during transportation to/from the member's residence.
5. The Qualified Vendor shall maintain daily records as proof of the number of hours worked by each direct service staff providing direct services to members in the program.
 - 5.1 Only the time when members are present at the program shall be counted as direct service.
 - 5.2 Each time sheet, equivalent document, or data system must contain the original signature or other independent verification (such as an attendance log that has been signed by the member/member's representative or the direct care staff who documents the member's arrival and departure) after service delivery confirming the hours worked. Proof of hours worked must be signed or verified by the member/member's representative or agency representative before the Qualified Vendor submits the claim for payment.
 - 5.3 Staff time related to behaviorally or medically intense members who have specially authorized staffing ratios shall be recorded separately.

6. The Qualified Vendor shall have a monthly schedule of planned activities posted at all times.
7. Best practices will require advance notice of the activity schedule to participants.
8. The Qualified Vendor shall maintain data that demonstrates full compliance with all programmatic and contractual requirements of the Department and the Division.
9. The Qualified Vendor shall maintain a ledger and documentation (e.g., receipts) that account for all member (client) funds paid or provided to the vendor.

DAY TREATMENT AND TRAINING, CHILD (AFTER SCHOOL)

Service Description

H053-KJ

A service that provides specialized sensory-motor, cognitive, communicative, social interaction and behavioral training to promote skill development for some portion of a 24-hour day.

Service Requirements and Limitations

1. This service shall not be provided in a group home or a developmental home (child or adult).
2. This service shall not be provided when the member is hospitalized.
3. This service shall not be provided to members living in skilled nursing facilities, non-state operated Intermediate Care Facilities (“ICFs”), or Level I or Level II behavioral health facilities.
4. This service is not intended to provide day care relief to caregivers, but to provide an opportunity for the member to participate in activities (based on outcomes identified in the member’s planning document) in a structured after-school program.
5. This service shall be provided in a Qualified Vendor owned, leased, or a publicly available setting, where the members participating have been identified as participating in a supervised program. The setting must be inspected by the Department’s Office of Licensing, Certification, and Regulation (“OLCR”) and approved by the Division.
6. This service is considered to be habilitation.
7. This service provides for the personal care needs of the member.
8. Therapy services (Occupational, Physical, and/or Speech) may be provided at Day Treatment and Training locations as identified on the member’s planning document [e.g., Individual Support Plan (“ISP”)] under the following circumstances:
 - 8.1 With the Day Treatment and Training staff present and learning how to implement activities to meet the member’s outcome(s) and in conjunction with the home program, or
 - 8.2 At the request of the member or member’s representative and with the agreement of the Day Treatment and Training program. A caregiver/member representative, other than Day Treatment and Training staff, must be present and participating. In this circumstance, the Day Treatment and Training program shall not bill for the time during which the therapy is occurring.

Service Goals and Objectives

Service Goals

1. To provide training and supervision for the member based on the member's planning document.
2. To increase or maintain the member's socialization and adaptive skills to live and participate in the community.
3. To provide opportunities to interact with friends and others in the community including providing information regarding and facilitating access to community resources.
4. To provide opportunities for the member to develop skills that lead to meaningful days, valued community roles, and promotes the member's and his/her family's vision of the future and priorities.

Service Objectives

The Qualified Vendor shall ensure the following objectives are met:

1. In accordance with the member's planning document [e.g., Individual Support Plan (ISP)], assist in developing:
 - 1.1 Individualized, time-limited outcomes that are based on assessment data and input from the member and the member's representative that will allow the member to achieve his/her long-term vision for the future and priorities.
 - 1.2 A specific teaching strategy for each habilitative outcome within twenty (20) business days after initiation of service for a new or continuing placement and whenever a new outcome has been identified for the member. The specific teaching strategy for each outcome shall identify the schedule for implementation, frequency of services, data collection methods, and the steps to be followed to teach the new skill.
 - 1.3 Changes to specific outcome(s) and/or strategies, as agreed upon by the member's planning team (e.g., ISP team), based upon the presence or absence of measurable progress by the member.
2. As identified in the member's planning document, provide training and/or assistance such as:
 - 2.1 Assistance and training related to personal and physical needs and routine daily living skills;
 - 2.2 Implementing strategies to address behavioral concerns, developing behavior intervention programs, and coordinating with behavioral health programs to ensure proper review of medication treatment plans;

- 2.3 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") physician or medical specialist;
 - 2.4 Implementing all therapeutic recommendations including speech, occupational, and physical therapy, and assisting members in following special diets, exercise routines, or other therapeutic programs;
 - 2.5 Mobility training, alternative, or adaptive communication training;
 - 2.6 Providing general supervision to the member;
 - 2.7 Opportunities for training and/or practice in basic life skills such as shopping, banking, money management, access and use of community resources, and community survival skills; and
 - 2.8 Assisting members in utilizing community transportation resources to support the member in all daily living activities (e.g., day treatment and training, employment situation, medical appointments, visits with family and friends, and other community activities) as identified within the member's planning document.
3. Develop, maintain, or enhance independent functioning skills in sensory-motor areas, cognition, personal grooming, hygiene, dressing, eating, toileting, self-medication and first aid, recognizing symptoms of illness, and preventing accidents and illnesses.
 4. Assist each member in developing methods of starting and maintaining friendships of his/her choice, as well as appropriate assertiveness, social skills, and problem solving abilities for use in daily interactions.
 5. Provide opportunities for members to participate in community activities and facilitate utilization of community resources.
 6. Provide transportation necessary to support program activities.
 7. Develop, at a minimum, monthly on-site/community integrated schedule of daily activities and document the member's direct input into the schedule. Daily activities and schedules are based on the member's choice, developmental level, planning document goals, and enrichment of life experiences. Allow for reasonable choice in activity participation and offer alternative activities. This schedule shall be available to the member, member's representative, or others upon request.
 8. Play an active role in ensuring that services with other involved entities, including family members, group homes, health care providers, and schools, are coordinated to meet the needs of the members served.

9. Partner with the Division to conduct program reviews to assess performance in meeting all identified tasks, promote quality improvement, and encourage best practices. Such reviews shall include participation of members served, families, and all other interested parties. The frequency of the reviews shall be determined by the Division.

Service Utilization Information

1. Utilization may be up to four (4) units per day, with an average of two to three (2-3) hours per participant; direct service time associated with providing transportation to/from the program is included in the “Flat Trip Rate for Regularly Scheduled Daily Transportation” rate. Typical programs operate during the weekdays, Monday through Friday, and program sites are generally open during typical school days. Exceptions may be approved by the Division’s District Program Manager/designee based on the needs of the member.
2. Since this service is typically provided in a planned and structured manner, if the member does not intend to consistently and fully participate on a daily basis as the program is scheduled, the service may not be appropriate. The Qualified Vendor should confirm the actual intended use of this service. This would include the start and end date for each member as well as their anticipated daily schedule. Inconsistent participation is not conducive to achieving habilitative goals.
3. This service is typically provided at the 1:2.5 to 1:4.5 staff to member ratio. Higher ratios may be used based on the collective needs of the members and must be approved by the District Program Manager/designee. Lower ratios must be authorized on a case-by-case basis by the District Program Manager/designee.
 - 3.1 When a member receiving services from the Division is participating in an integrated program with children who do not have developmental disabilities, the applicable hourly rate shall be at the 1:2.5 to 1:4.5 staff to member ratio.
4. Children through the age of fifteen (15) shall be provided service separately from adults. Upon age sixteen (16), transition plans may be individually developed, and may permit the inclusion into an employment and/or day program with adults with parental/guardian consent. The transition plan and consent shall be available to the Division upon request.

Rate Basis

1. Published. The published ratio rate is based on the ratio of total direct service staff hours with members present at the program to total member hours.
2. Throughout the term of the contract, the appropriate billing codes, billing units, and associated billing rules are subject to change. All billing codes and billing units, and associated billing rules will be included in the Division’s Policies and Procedures Manual, Billing Manual, *RateBook*, and/or other provider resources made available by the Division.

Direct Service Staff Qualifications

The direct service staff shall:

1. Have at least three (3) months experience in conducting group or individual activities related to specific developmental, habilitative, or recreational programs, or be supervised by an individual with such experience; and
2. Have completed training, approved by the Division, in early childhood development when working with children who are under age six (6).

Recordkeeping and Reporting Requirements

1. The Qualified Vendor shall maintain a copy of each member's planning document on file and make it available to the member, member's representative, and/or Division upon request.
2. The Qualified Vendor shall submit the teaching strategies that were developed for the member's habilitative outcomes to the member's Support Coordinator for planning team review no later than twenty (20) business days following the initiation of service for a new or a continuing placement and whenever a new outcome has been identified for the member.
3. The Qualified Vendor shall submit quarterly individualized progress reports on the member on the member to the Division and the member/member's representative unless the member/member's representative has requested not to receive them. The quarter is based on the calendar year and the reports are due no later than the fifteenth (15) day following the end of the quarter. The Qualified Vendor shall refer to the Division's Provider Manual for guidance on report due dates and minimum content of the reports.
4. The Qualified Vendor shall keep a record of each member's attendance, including time of arrival and departure. The time begins when the Qualified Vendor assumes responsibility for the member and ends when the Qualified Vendor ends this responsibility. Total time shall not include any time spent during transportation to/from the member's residence.
5. The Qualified Vendor shall maintain daily records on file as proof of the number of hours worked by each direct service staff providing direct services to members in the program.
 - 5.1 Only the time when members are present at the program shall be counted as direct service.
 - 5.2 Each time sheet, equivalent document, or data system must contain the original signature or other independent verification (such as an attendance log that has been signed by the member/member's representative or the direct care staff who documents the member's arrival and departure) after service delivery confirming the hours worked. Proof of hours worked must be signed or verified by the member/member's representative or agency representative before the Qualified Vendor submits the claim for payment.

- 5.3 Staff time related to behaviorally or medically intense members who have specially authorized staffing ratios shall be recorded separately.
6. The Qualified Vendor shall have a monthly schedule of planned activities posted at all times.
 7. Best practices will require providing advance notice of the schedule to participants.
 8. The Qualified Vendor shall maintain data that documents full compliance with all programmatic and contractual requirements of the Department and the Division.
 9. The Qualified Vendor shall maintain a ledger and documentation (e.g., receipts) that account for all member (client) funds paid or provided to the vendor.

DAY TREATMENT AND TRAINING, CHILD (SUMMER)

Service Description

H053-KJ

A service that provides specialized sensory-motor, cognitive, communicative, social interaction and behavioral training to promote skill development for some portion of a 24-hour day.

Service Requirements and Limitations

1. This service shall not be provided in a group home or a developmental home (child or adult).
2. This service shall not be provided when the Division member is hospitalized.
3. This service shall not be provided to members living in skilled nursing facilities, non-state operated Intermediate Care Facilities (“ICFs”), or Level I or Level II behavioral health facilities.
4. This service is not intended to provide day care relief to caregivers, but to provide an opportunity for the member to participate in habilitative activities (based on outcomes identified in the member’s planning document) in a structured summer program.
5. This service shall be provided in a Qualified Vendor owned or leased setting or a publically available setting, where the members participating have been identified as participating in a supervised program. The setting must be inspected by the Department’s Office of Licensing, Certification, and Regulation (“OLCR”) and approved by the Division.
6. This service shall be designed to allow members to participate in habilitative activities when a school program is not available for a summer furlough. If a summer school program is available, the planning team [e.g., Individual Support Plan (“ISP”) team] should assess most beneficial option for the member.
7. This service is considered to be habilitation. Since this service is typically provided in a planned and structured manner; if the member does not intend to consistently and fully participate on a daily basis as the program is scheduled, the planning team may want to determine whether this service is appropriate.
8. This service provides for the personal care needs of the member.
9. Therapy services (Occupational, Physical, and/or Speech) may be provided at Day Treatment and Training locations as identified on the member’s planning document [e.g., Individual Support Plan (ISP)] under the following circumstances:
 - 9.1 With the Day Treatment and Training staff present and learning how to implement activities to meet the member’s outcome(s) and in conjunction with the home program, or

- 9.2 At the request of the member or member's representative and with the agreement of the Day Treatment and Training program. A caregiver/member representative, other than Day Treatment and Training staff, must be present and participating. In this circumstance, the Day Treatment and Training program shall not bill for the time during which the therapy is occurring.

Service Goals and Objectives

Service Goals

1. To provide training and supervision for the member based on the member's planning document.
2. To increase or maintain the member's socialization and adaptive skills to live and participate in the community.
3. To provide opportunities to interact with friends and the others in the community, including providing information regarding and facilitating access to community resources.
4. To provide opportunities for the member to develop skills that will lead to meaningful days, valued community roles, and promotes the member's and his/her family's vision of the future and priorities.

Service Objectives

The Qualified Vendor shall ensure the following objectives are met:

1. In accordance with the member's planning document [e.g., Individual Support Plan (ISP)], assist in developing:
 - 1.1 Individualized, time-limited outcomes that are based on assessment data and input from the member and the member's representative that will allow the member to achieve his/her long term vision for the future and priorities.
 - 1.2 A specific teaching strategy for each habilitative outcome within twenty (20) business days after initiation of service for a new or a continuing placement and whenever a new outcome has been identified for the member. The specific teaching strategy for each outcome shall identify the schedule for implementation, frequency of services, data collection methods, and the steps to be followed to teach the new skill.
 - 1.3 Changes to specific outcome(s) and/or strategies, as agreed upon by the member's planning team, based upon the presence or absence of measurable progress by the member.
2. As identified in the member's planning document, provide training and/or assistance such as:

- 2.1 Assistance and training related to personal and physical needs and routine daily living skills;
 - 2.2 Implementing strategies to address behavioral concerns, developing behavior intervention programs, and coordinating with behavioral health programs to ensure proper review of medication treatment plans;
 - 2.3 Ensuring that the health needs of the member are being met, including providing follow-up as requested by the member's Primary Care Physician ("PCP") or medical specialist;
 - 2.4 Implementing all therapeutic recommendations including speech, occupational, and physical therapy, and assisting members in following special diets, exercise routines, or other therapeutic program;
 - 2.5 Mobility training, alternative, or adaptive communication training;
 - 2.6 Providing general supervision to the member;
 - 2.7 Opportunities for training and/or practice in basic life skills such as shopping, banking, money management, access and use of community resources, and community survival skills; and
 - 2.8 Assisting members in utilizing community transportation resources to support the member in all daily living activities (e.g., day treatment and training, employment situation, medical appointments, visits with family and friends and other community activities) as identified within the member's planning document.
3. Develop, maintain, or enhance independent functioning skills in sensory-motor areas, cognition, personal grooming, hygiene, dressing, eating, toileting, self-medication and first aid, recognizing symptoms of illness, and preventing accidents and illnesses.
 4. Assist each member in developing methods of starting and maintaining friendships of his/her choice, as well as appropriate assertiveness, social skills, and problem solving abilities for use in daily interactions.
 5. Provide opportunities for members to participate in community activities and facilitate member utilization of community resources.
 6. Provide transportation necessary to support program activities.
 7. Develop, at a minimum, a monthly on-site/community integrated schedule of daily activities and document the member's direct input into the schedule. Daily activities and schedules are based on the member's choice, developmental level, planning document (e.g., ISP) goals, and enrichment of life experiences. Allow for reasonable choice in activity participation, and

offer alternative activities. This schedule shall be available to the member, member's representative, or others upon request.

8. Play an active role in ensuring that services with other involved entities, including family members, group homes, health care providers, and schools, are coordinated to meet the needs of the members served.
9. Partner with the Division to conduct program reviews to assess performance in meeting all identified tasks, promote quality improvement, and encourage best practices. Such reviews shall include participation of members served, families, and all other interested parties. The frequency of the reviews shall be determined by the Division.

Service Utilization Information

1. Typical utilization is up to four (4) units per day during summer furlough; direct service time associated with providing transportation to/from the program is included in the "Flat Trip Rate for Regularly Scheduled Daily Transportation" rate. Typical programs operate during the weekdays, Monday through Friday, and program sites are generally open during typical work day hours, except for holidays.
2. The Qualified Vendor should confirm the actual intended use of this service. This would include the start and end date for each member as well as their anticipated daily schedule. Inconsistent participation is not conducive to achieving habilitative goals.
3. This service is typically provided at the 1:2.5 to 1:4.5 staff to member ratio. Higher ratios may be used based on the collective needs of the members and must be approved by the Division's District Program Manager/designee. Lower ratios must be authorized on a case-by-case basis by the District Program Manager/designee based on the needs of the member.
 - 3.1 When a member receiving services from the Division is participating in an integrated program with other children who do not have developmental disabilities, the applicable hourly rate shall be at the 1:2.5 to 1:4.5 staff to member ratio.
4. Children through the age of fifteen (15) shall be provided service separately from adults. Upon age sixteen (16), transition plans may be individually developed, and may permit the inclusion into an employment and/or day program with adults with parental/guardian consent. The transition plan and consent shall be available to the Division upon request.

Rate Basis

1. Published. The published ratio rate is based on the ratio of total direct service staff hours with members present at the program to total member hours.
2. Throughout the term of the contract, the appropriate billing codes, billing units, and associated billing rules are subject to change. All billing codes and billing units, and

associated billing rules will be included in the Division's Policies and Procedures Manual, Billing Manual, *RateBook*, and/or other provider resources made available by the Division.

Direct Service Staff Qualifications

The direct service staff shall:

1. Have at least three (3) months experience in conducting group or individual activities related to specific developmental, habilitative, or recreational programs, or be supervised by an individual with such experience; and
2. Have completed training, approved by the Division, in early childhood development when working with children who are under age six (6).

Recordkeeping and Reporting Requirements

1. The Qualified Vendor shall maintain a copy of each member's planning document on file and make it available to the member/member's representative and/or Division upon request.
2. The Qualified Vendor shall submit the teaching strategies that were developed for the member's habilitative outcomes to the member's Support Coordinator for planning team review no later than ten (10) business days following the initiation of service for a new or a continuing placement and whenever a new outcome has been identified for the member.
3. The Qualified Vendor shall submit monthly individualized progress reports on the member no later than the tenth (10th) business day following the close of the month to the Division and the member/member's representative unless the member/member's representative has requested not to receive them . The Qualified Vendor shall refer to the Division's Provider Manual for guidance on report due dates and minimum content of the reports.
4. The Qualified Vendor shall keep a record of each member's attendance, including time of arrival and departure. The time begins when the Qualified Vendor assumes responsibility for the member and ends when the Qualified Vendor ends this responsibility. Total time shall not include any time spent during transportation to/from the member's residence.
5. The Qualified Vendor shall maintain daily records on file as proof of the number of hours worked by each direct service staff providing direct services to members in the program.
 - 5.1 Only the time when member are present at the program shall be counted as direct service.
 - 5.2 Each time sheet, equivalent document, or data system must contain the original signature or other independent verification (such as an attendance log that has been signed by the member/member's representative or the direct care staff who documents the member's arrival and departure) after service delivery confirming the hours worked. Proof of hours worked must be signed or verified by the member/member's

representative or agency representative before the Qualified Vendor submits the claim for payment.

- 5.3 Staff time related to behaviorally or medically intense members who have specially authorized staffing ratios shall be recorded separately.
6. The Qualified Vendor shall have a monthly schedule of planned activities posted at all times.
7. Best practices will include advance notice of the schedule to participants.
8. The Qualified Vendor shall maintain data that demonstrates full compliance with all programmatic and contractual requirements of the Department and the Division.
9. The Qualified Vendor shall maintain a ledger and documentation (e.g., receipts) that account for all member (client) funds paid or provided to the vendor.

EMPLOYMENT SUPPORT AIDE

Service Description

H022-FI

This service provides members with the one-to-one supports needed for the member to remain in his/her employment. These supports could include one (1) or more of the following three (3) options: personal care services, behavioral supports, and/or follow-along supports needed to maintain stable employment. The actual supports provided will be dependent upon member need; however, it is the Division's expectation that this service will primarily be used to provide on-the-job follow-along supports for members in competitive employment.

Service Requirements and Limitations

1. This service may be provided to Division members receiving Group Supported Employment, Individual Supported Employment, or members employed in the community who are not receiving other employment supports and services.
2. This service shall not be provided for a member during the time he or she is receiving a Center-Based Employment service.

Service Goals and Objectives

Service Goals

To provide the necessary level of supports to empower the member to attain, maintain or advance in employment.

Service Objectives

The Qualified Vendor shall ensure that the following objectives are met, dependent upon the type of support being provided, per the member's planning document [e.g., Individual Support Plan ("ISP")]:

Personal Care Services

Provide assistance to meet the personal care needs of a member who would otherwise be excluded from employment, which may include but is not limited to:

1. Assisting with lavatory use,
2. Assisting at meal times and breaks,
3. Assisting with self-medication or medication reminders, and/or
4. Assisting with ambulation.

Behavioral Health Services

To support members with a co-occurring behavioral health diagnosis who would otherwise be excluded from employment. Comparable support services must have been denied by the relevant Regional Behavioral Health Authority (“RBHA”). It is expected services would fade or be provided only intermittently as the member’s workplace behaviors improve and/or the member stabilizes in his/her workplace performance. Services may include but are not limited to:

1. Shadowing the member in order to assist him/her in maintaining positive behaviors appropriate to the workplace,
2. Providing behavioral support as needed by assisting in resolving behaviors inappropriate for the work place,
3. Assisting the member in resolving any life/personal concerns that may interfere with job performance, and/or
4. Communicating with all appropriate persons when the member presents any additional medical or social needs during the course of the service delivery in order to refer for or obtain additional needed supports.

Ongoing On-The-Job Supports

For members employed in the community and not receiving any other employment support services, the Employment Support Aide provides on-the-job, follow-along supports. It is expected that this will be the most frequently authorized use of this service/support option.

Service Utilization Information

1. This service is provided one-to-one (1:1) in accordance with the member’s planning document as approved by the Division’s District Program Manager or designee. This service shall not supplant the care provided by the member’s natural supports.
2. Typical usage for personal care assistance is up to one (1) hour per day per member. Typical usage for behavioral support services is up to three (3) hours per day per member. Typical usage for follow-along services is one to three (1-3) hours per week per member. The total number of hours billed for Employment Support Aide services shall not exceed four (4) hours per day per member. Exceptions must be approved by the District Program Manager/designee.
3. For members in Group Supported Employment, this service is provided in addition to the supervised Group Supported Employment service. It may be billed for up to one (1) hour for personal care assistance. Up to three (3) hours per person per day may also be authorized and billed to provide behavioral support as needed to support acquisition and maintenance of positive employment skills. The provision of such service does not change the Qualified

Vendor's responsibility for maintaining the recommended staff-to-member ratio for Group Supported Employment. When calculating the staff-to-member ratio, the Employment Support Aide shall *not* be included, and the member receiving the services shall be included.

4. For members in Individual Supported Employment, this service is provided in addition to the job coaching service. It may be billed for up to one (1) hour per member per day for personal care assistance. Up to three (3) hours per member per day may also be authorized and billed to provide behavioral support as defined in the member's planning document.
5. For members who no longer need job coaching services, have received up to a maximum of twelve (12) months of job coaching, or are not receiving other employment support services, this stand-alone service can be used to meet one (1) or more of the following member needs:
 - 5.1 Personal care, up to one (1) hour per member per day.
 - 5.2 Behavioral support, up to three (3) hours per member per day.
 - 5.3 On-the-job follow-along employment supports to help members maintain positive work habits, attitudes and skills, up to three (3) hours per member per week.
6. The member or other responsible party is expected to provide all necessary personal care supplies.
7. Only one (1) Employment Support Aide shall provide assistance to the member at any given time.

Rate Basis

1. Published. The published rate is based on one (1) hour of direct service.
2. Throughout the term of the contract, the appropriate billing codes, billing units, and associated billing rules are subject to change. All billing codes and billing units, and associated billing rules will be included in the Division's Policies and Procedures Manual, Billing Manual, *RateBook*, and/or other provider resources made available by the Division.

Direct Service Staff Qualifications

Direct service staff shall have the ability to provide assistance to a member to meet essential personal and physical needs. This ability includes social, physical, emotional fitness, and the ability to communicate with the member as necessary.

Recordkeeping and Reporting Requirements

1. The Qualified Vendor shall submit quarterly individualized progress reports on the member using Division forms to the member's Support Coordinator and the member/member's representative unless the member/member's representative has requested not to receive them.

The quarter is based on the calendar year and the reports are due no later than the fifteenth (15) day following the end of the quarter. The Qualified Vendor shall refer to the Division's Provider Manual for guidance on report due dates and minimum content of the reports

2. The Qualified Vendor shall provide an aggregate program status report using Division forms to each District Program Manager/designee (where the service is being performed) no later than the thirty-first (31st) day of January and July.
3. The Qualified Vendor shall maintain daily records on file as proof of the number of hours worked by each direct service staff providing direct service to members.
 - 3.1 Each time sheet, equivalent document, or data system must contain the original signature or other independent verification (that complies with A.R.S. § 41-132) of the member/member's representative after service delivery confirming the hours worked. Proof of hours worked must be signed or verified by the member/member's representative before the Qualified Vendor submits the claim for payment.
 - 3.2 In addition, a monthly statement of Employment Support Aide hours shall be furnished to the member/member's representative and the member's Support Coordinator, upon request.
4. The Qualified Vendor shall maintain documentation that demonstrates direct service staff has been trained as required, including the requirements of Section 5, *Service Requirements/Scope of Work*, of the Qualified Vendor Agreement.
5. The Qualified Vendor shall maintain data that demonstrates full compliance with all programmatic and contractual requirements of the Department and the Division.

GROUP SUPPORTED EMPLOYMENT

Service Description

H022-FI

A service that provides long-term, ongoing support services for an employed individual.

This group service provides Division members with an on-site supervised work environment in a community employment setting. Members are paid by the Qualified Vendor or employer for work performed in accordance with State and Federal law.

Service Requirements and Limitations

1. This service shall be provided in integrated community work settings. Integrated setting means a setting typically found in the community in which an individual with disabilities interacts with individuals without disabilities, other than the Qualified Vendor's paid staff who are providing services to that individual, to the same extent that individuals without disabilities in comparable positions interact with other persons.
2. This service shall be designed to promote community integration with other members of the workforce and provide paid work. Such settings may include: a community business; Qualified Vendor owned/rented facilities that are used primarily to serve the public and employ Division members (e.g., retail stores, restaurants) and/or employ fifty percent (50%) or more workers without disabilities exclusive of support staff; and mobile work crews (e.g., landscaping, manufacturing, custodial work) when the Division members are employed according to the norm for that industry.
3. Transportation within the member's scheduled workday from worksite to worksite shall be the responsibility of the Qualified Vendor.

Service Goals and Objectives

Service Goals

1. To provide members the opportunity to work in an environment that allows for maximum interaction among diverse populations.
2. To provide members with gainful, productive, and paid work.
3. To support members in developing skills, abilities, and behaviors that will enable them to most fully realize their vocational aspirations including supporting their transition into a more independent employment setting.
4. To help members maintain positive work habits, attitudes, skills, and work etiquette directly related to their specific employment, as well as assisting the member to become a part of the informal culture of the workplace.

Service Objectives

The Qualified Vendor shall ensure that the following objectives are met:

1. Participate with each member's planning team [e.g., Individual Support Plan ("ISP") team] to develop and implement vocational outcomes in accordance with the member's vision of the future and priorities.
2. Participate with member's planning team in making referrals for progressive moves.
3. Ensure that the worksite placement of each member is made with consideration of that member's capacities and interests.
4. Provide each member with worksite orientation and training to assist him or her in acquiring the necessary job skills.
5. Provide each member with ongoing training and onsite supervision.
6. Provide intervention and technical assistance to an employer as needed to support the success of the member.
7. Assist the member in resolving training/work issues as well as any personal concerns that may interfere with his or her job performance.
8. In consultation with each member's planning team, identify strengths and barriers to success/progressive movement, develop and implement strategies to capitalize on strengths and remove or minimize barriers.
9. Ensure the ongoing availability of paid integrated work in an amount adequate to the number of members in the program.

Service Outcomes

1. At least ten percent (10%) of members,, based on the Qualified Vendor's average daily attendance over a one (1) year period, will be identified for a progressive move to competitive integrated employment (i.e., Individual Supported Employment).
2. Documentation of these service outcomes shall be included in the aggregate program status report to each Division District Program Manager/designee where the service is being performed (see "Recordkeeping and Reporting Requirements" below).

Service Utilization Information

1. The maximum utilization by a member shall not exceed eight (8) hours per day. Actual utilization will be dependent upon the member's outcomes and employment site requirements.
2. Group size shall be limited to no fewer than two (2) and no more than six (6) members. Group size will include all members being supervised by a single direct service staff person (to include individuals placed by other funding agencies). A Qualified Vendor paid direct service staff person shall remain at the job site with members at all times.
3. To ensure community integration, no more than one (1) group shall be co-located in a physical location without prior approval from the Division's District Program Manager or designee.
4. Unless otherwise approved by the District Program Manager/designee, members must be eighteen (18) years of age or older to receive this service.
5. Group Supported Employment services shall not be provided concurrently with other habilitation services (i.e., Center-Based Employment or Individual Supported Employment). However, a member may receive different habilitation services at different times within a given day. The only exception would be those supports provided as designated in Sections 7 or 8 below.
6. Employment Support Aide services needed to meet the personal care needs of a member who would otherwise be excluded from Group Supported Employment may be billed up to one (1) hour per member per day. This service is provided at a one-to-one (1:1) staff-to-member ratio in accordance with the member's planning document. This service may be billed in addition to the Group Supported Employment hour of service. The provision of such service does not change the Qualified Vendor's responsibility for maintaining the recommended staff-to-member ratio for Group Supported Employment (i.e., in calculating the staff-to-member ratio, the Employment Support Aide shall not be included and the member receiving the services shall be included).
7. Employment Support Aide services needed to support members with a co-occurring behavioral health diagnosis who would otherwise be excluded from Group Supported Employment may be billed for up to three (3) hours per day per member. Support services must have been denied by the relevant Regional Behavioral Health Authority ("RBHA"). This service is provided at a one-to-one (1:1) staff-to-member ratio in accordance with the member's planning document. This service may be billed in addition to the Group Supported Employment hour of service. The Employment Support Aide shall not be included in calculating the staff-to-member ratio.
8. Only one (1) Employment Support Aide shall provide assistance to the member at any given time.

Rate Basis

1. Published. The published ratio rate is based on the ratio of total direct service staff hours with members present at the program to total member hours.
2. Throughout the term of the contract, the appropriate billing codes, billing units, and associated billing rules are subject to change. All billing codes and billing units, and associated billing rules will be included in the Division's Policies and Procedures Manual, Billing Manual, *RateBook*, and/or other provider resources made available by the Division.

Direct Service Staff Qualifications

The Qualified Vendor shall ensure that direct service staff is trained in developing and teaching meaningful employment-related activities (e.g., hygiene, punctuality, supervisory relationships, peer relationships, job interviewing, work etiquette) for the members they support in the community.

Recordkeeping and Reporting Requirements

1. Qualified Vendors shall maintain individual member progress notes and production records on a daily basis for each member.
2. The Qualified Vendor shall keep daily records of the number of hours each member is at each Group Supported Employment site, including when the member arrived at the site and left the site.
3. The Qualified Vendor shall maintain daily records as proof of the number of hours worked by its direct service staff spends providing direct services to members in the program.
 - 3.1 Direct service time begins when the first member arrives at the job site or staging area and ends when the last member leaves the job site or staging area.
 - 3.2 Each time sheet, equivalent document, or data system must contain the original signature or other independent verification (that complies with A.R.S. § 41-132) of the member/member's representative after service delivery confirming the hours worked. Proof of hours worked must be signed or verified by the member/member's representative before the Qualified Vendor submits the claim for payment.
4. The Qualified Vendor shall submit quarterly individualized progress reports on the member to the Division and member/member's representative unless the member/member's representative has requested not to receive them. The quarter is based on the calendar year and the reports are due no later than the fifteenth (15) day following the end of the quarter. The Qualified Vendor shall refer to the Division's Provider Manual for guidance on report due dates and minimum content of the reports.

5. The Qualified Vendor shall provide an aggregate status report using Division forms to each District Program Manager/designee where the service is being performed no later than the thirty-first (31st) day of January and July.
6. Qualified Vendors shall maintain compliance with all applicable State and Federal law.
7. The Qualified Vendor shall maintain data that demonstrates full compliance with all programmatic and contractual requirements of the Department and the Division.

HABILITATION, COMMUNICATION

Service Description

HP16-00

Services provide a variety of interventions designed to maximize the functioning of persons with developmental disabilities. Services may include, but are not limited to: habilitative therapies, special developmental skills, behavior intervention and sensorimotor development.

This service provides a variety of interventions designed to maximize the functioning of Division members in need of communication assistance based on habilitation outcomes designed by the planning team [e.g., Individual Support Plan (“ISP”) team]. Interventions may include activities typically delivered by the service of Hourly Habilitation Support, but are not limited to those activities. The emphasis is to provide development of communication teaching strategies by an individual trained in sign language, picture exchange program, assistive technology and/or augmentative communication systems, and to assist caregivers to acquire skills to improve the member’s communication.

Service Requirements and Limitations

1. This service may be provided in the following settings:
 - 1.1 The member’s home, or
 - 1.2 The member’s community.
2. This service shall not be provided while the member is attending day treatment and training.
3. This service shall not be provided when the member is hospitalized.
4. This service shall not be provided to members living in group homes, developmental homes, skilled nursing facilities, Intermediate Care Facilities (“ICFs”), or Level I or Level II behavioral health facilities.
5. This service does not include services that are governed by a certification or licensure board.
6. This service shall not be provided to members younger than three (3) years of age.
7. At least one (1) direct formal supervised observation of each new direct service staff shall be made and documented by the Qualified Vendor within the first ninety (90) days of their hire start date.

Service Goals and Objectives

Service Goals

1. To facilitate the removal of barriers related to social interaction and independent functioning through increasing communication.
2. To enable the member to acquire knowledge and skills and be a valued member of his/her community based on his/her own choices.

Service Objectives

The Qualified Vendor shall ensure that the following objectives are met:

1. In accordance with the member's planning document (e.g., ISP), assist in developing:
 - 1.1 Individualized, time-limited outcomes that are based on assessment data and input from the member and the member's representative which allow the member to achieve his/her long-term vision for the future and priorities as identified in the planning document.
 - 1.2 A specific teaching strategy for each habilitation outcome within twenty (20) business days following the initiation of service for a new or a continuing service authorization and whenever a new outcome has been identified for the member. The specific teaching strategy for each outcome shall identify the schedule for implementation, frequency of services, data collection methods, and the steps to be followed to teach the new skill.
 - 1.3 Communication techniques and skills, implementation of strategies proven to be effective for the member, and establishing and strengthening caregivers' skills.
 - 1.4 Changes to specific/outcome(s) and/or strategies, as agreed upon by the member's planning team, based on the presence or absence of measurable progress by the member.
2. Based upon identified needs in the planning document, consult with other team professionals regarding communication needs.
3. Each direct care staff implements the planning document and applicable behavioral plan for the member and follows the protocols for responding to and reporting incidents to the Division.
4. Provide training and/or assistance to the member's family and caregivers that is based on the priorities and needs as identified in the member's planning document to increase and/or maintain the member's targeted communication skills.

- 4.1 With input from the member and family/caregivers, develop strategies for habilitation outcomes that can be carried out during the member's daily routine.
- 4.2 Communicate with the family/caregivers regarding how the teaching strategies are working when the worker is not present.
- 4.3 Based upon the presence or absence of measurable progress, consult with appropriate professionals on the team to make changes to outcome(s) and/or strategies, as agreed upon by the planning team.

Service Utilization Information

1. The planning team shall decide, prior to the delivery of services, how service delivery will be monitored.
2. Typical utilization:
 - 2.1 For members three (3) to ten (10) years of age: two (2) hours per week. Service sessions shall not exceed one (1) hour per session. Maximum authorized utilization shall not exceed twenty-four (24) months.
 - 2.2 For members over ten (10) years of age: up to one (1) hour per week. Maximum authorized utilization shall not exceed twelve (12) months.
 - 2.3 Any exception to the above outlined utilization must be approved by the Division's District Program Manager/designee.
 - 2.4 When identified by the planning team as an appropriate strategy, the member may be seen in a joint session with other professionals.
3. This service is to be identified by the planning team separately from other habilitation service needs and is expected to provide intensive services to increase and/or maintain targeted communication skills of the member.

Rate Basis

1. Published. The published rate is based on one (1) hour of direct service.
2. Throughout the term of the contract, the appropriate billing codes, billing units, and associated billing rules are subject to change. All billing codes and billing units, and associated billing rules will be included in the Division's Policies and Procedures Manual, Billing Manual, *RateBook*, and/or other provider resources made available by the Division.

Direct Service Staff Qualifications

Direct service staff must have:

1. An Associate's degree in a related field and/or Assistive Technology Certification and/or Teacher's Aide Certification with two (2) years of experience in communication related activities such as sign language, assistive technology, augmentative communication with knowledge of behavior management and/or adaptive activities; five (5) years of experience as described above can be substituted for degree/certification certificate; or
2. A Bachelor's or Master's degree in education, therapy or related field with specialty training in sign language, assistive technology, augmentative communication with knowledge of behavior management and/or adaptive activities.

Recordkeeping and Reporting Requirements

1. The Qualified Vendor shall submit the teaching strategies that were developed for the member's habilitative outcomes to the member's Support Coordinator for planning team review no later than twenty (20) business days following the initiation of service for a new or a continuing placement and whenever a new outcome has been identified for the member.
2. The Qualified Vendor shall submit quarterly individualized progress reports on the member to the Division and the member/member's representative, unless the member/member's representative has requested not to receive them. The quarter is based on the calendar year and the reports are due no later than the fifteenth (15) day following the end of the quarter. The Qualified Vendor shall refer to the Division's Provider Manual for guidance on report due dates and minimum content of the reports.
3. The Qualified Vendor shall maintain daily records on file as proof of the number of hours worked by each direct service staff providing direct service to members.
 - 3.1 Each time sheet, equivalent document, or data system must contain the original signature or other independent verification (that complies with A.R.S. § 41-132) of the member/member's representative after service delivery confirming hours worked. Proof of hours worked must be signed or verified by the member/member's representative before the Qualified Vendor submits the claim for payment.
4. The Qualified Vendor shall maintain data that demonstrates full compliance with all programmatic and contractual requirements of the Department and the Division.

HABILITATION, COMMUNITY PROTECTION AND TREATMENT HOURLY

Service Description

HP16-00

Services provide a variety of interventions designed to maximize the functioning of persons with developmental disabilities. Services may include, but are not limited to: habilitative therapies, special developmental skills, behavior intervention and sensorimotor development.

This service provides a variety of interventions designed to maximize the functioning of Division members with intensive behavioral support needs or who otherwise meet the criteria for community protection and treatment.

In general, this service is designed to provide treatments and related supports to ameliorate symptoms, disorders, or behaviors that have interfered with the member's full inclusion in the community and to protect Community Protection and Treatment Program eligible Division members, as well as the general public, from possible harm. These services must capture community strengths and resources and be designed with clear and therapeutic measurable outcomes.

Community Protection and Treatment is designed to be a time-limited program based on the needs and progress of the member.

Service Requirements and Limitations

This service may be provided in any setting upon authorization by the Division, except the service shall not be provided when the member is hospitalized or living in skilled nursing facility, non-state operated Intermediate Care Facility ("ICFs")/MR, or Level I or Level II behavioral health facility.

Service Goals and Objectives

Service Goals

The foundation for achieving all service goals and objectives shall be based on a person-centered plan that will minimally consist of the following focuses: (1) a common understanding of the member from a strengths/needs perspective, (2) developing a vision of the future that reflects a shared commitment for a quality life for the member, (3) a listing of the opportunities and obstacles for reaching that vision, and (4) a review process for checking progress over time.

1. To provide services that facilitate treatment with interventions designed accordingly:
 - 1.1 To provide integrated treatment goals, outcomes, and therapeutic interventions that assist members to function safely in society and avoid offending or re-offending.

- 1.2 To provide training, therapy, and supervision, whether voluntary or court-ordered, for members to increase or maintain their self-help, socialization, and adaptive skills to better live successfully in the community and not require more restrictive settings (e.g., incarceration, psychiatric hospital).
 - 1.3 To assist the member in defining, achieving, and maintaining a quality of life that corresponds to the member's vision for the future and priorities.
 - 1.4 To include the member in both development and implementation; the program should be respectful to the member, with positive supports and collaboration with both the member and team members.
2. To provide services that facilitate protection with interventions designed accordingly:
 - 2.1 To provide environmental and programmatic safeguards and structures that protect the member as well as neighbors and community members from those behaviors that endanger the member, other people or property, and/or interfere with the rights of others.
 - 2.2 To support members to make positive choices to resolve or contain the behaviors that require intensive intervention and supervision, thus reducing the need for protective measures.
 - 2.3 To be respectful to the member, with positive supports and collaboration with both the member and team members.

Service Objectives

The Qualified Vendor shall ensure the following objectives are met:

1. In accordance with the member's planning document, assist in determining the habilitation needs of the member in order to ensure that members are provided the appropriate habilitation services and other needed supports, as well as appropriate implementation strategies, and assist in developing:
 - 1.1 Habilitation-related outcomes that are based on assessment data and input from the member and the member's representative which allow the member to achieve his/her long-term vision for the future and priorities.
 - 1.2 A specific teaching strategy for each habilitative outcome within twenty (20) business days after initiating the service for a new or a continuing placement and whenever a new outcome has been identified for the member. The specific teaching strategy for each outcome shall identify the schedule for implementation, frequency of services, data collection methods, and the steps to be followed to teach the new skill.

- 1.3 Changes to specific outcome(s) and/or strategies, as agreed upon by the member's planning team (e.g., Person-Centered Planning team or ISP team), based on the presence or absence of measurable progress by the member.
2. As identified in the member's planning document, provide a broad array of support services such as:
 - 2.1 Assistance and training related to personal and physical needs and routine daily living skills;
 - 2.2 Implementing strategies to address behavioral concerns, developing positive behavior support and intervention programs, and coordinating with behavioral health programs to ensure proper review of medication treatment plans;
 - 2.3 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;
 - 2.4 Implementing all therapeutic recommendations including speech, occupational, and physical therapy and assisting members in following special diets, exercise routines, or other therapeutic programs;
 - 2.5 Mobility training, alternative, or adaptive communication training;
 - 2.6 Supervision;
 - 2.7 Opportunities for training and/or practice in basic life skills such as shopping, banking, money management, access and use of community resources, and community survival skills; and
 - 2.8 Assisting members in utilizing community transportation resources to support the member in all daily living activities (e.g., day treatment and training, employment situation, medical appointments, visits with family and friends, and other community activities) as identified in the member's planning document.
3. Develop, maintain, or enhance independent functioning skills in sensorimotor areas, cognition, personal grooming, hygiene, dressing, eating, toileting, self-medication and first aid, recognizing symptoms of illness, and preventing accidents and illnesses.
4. Assist each member in developing methods of starting and maintaining friendships of his/her choice, as well as appropriate assertiveness, social skills, and problem solving abilities for use in daily interactions.
5. Provide opportunities for members to participate in community activities and facilitate utilization of community resources.
6. Provide transportation necessary to support program activities.

7. Develop, at a minimum, a monthly on-site/community integrated schedule of daily activities and document members' direct input into the schedule. Daily activities and schedules are based on member choice and preferences, developmental level, planning document goals, and enrichment of life experiences. Allow for reasonable choice in activity participation and offer alternative activities. This schedule shall be available to members, member representative, or others upon request.
8. Play an active role in ensuring that services with other involved entities, including day treatment and training providers, health care providers, behavioral health providers, and schools, are coordinated to meet the needs of the members served.
9. Assist the member's planning team in the development of the Emergency Contact Plan, Risk Assessment, and the Discharge/Transition Checklist.
10. Provide security precautions for protection of neighbors and other community citizens to the extent possible.
11. Provide a structured and specialized environment.
12. Provide collaboration and coordination with appropriate community resources, such as local government, parole/probation officers, and law enforcement agencies.
13. Comply with any requirements ordered by the Courts, parole/probation officers, and law enforcement agencies, including requirements incorporated into the member's planning document.

Service Utilization Information

1. Utilization and authorization of services for each site will be determined based on the needs of the member and taking into consideration the other supports that are available, including typical staffing at group service setting to ensure the mitigation of risk for both the member and other community participants.
2. The planning team shall decide, prior to the delivery of services, who and how service delivery will be monitored.
3. The Qualified Vendor must comply with staffing levels as authorized by the Division staff and work in cooperation with the Division staff and the member's planning team to reduce staffing level supports as the member requires less intensive supervision.

Rate Basis

1. Published. The published rate is based on one (1) hour of direct service.

2. Throughout the term of the contract, the appropriate billing codes, billing units, and associated billing rules are subject to change. All billing codes and billing units, and associated billing rules will be included in the Division's Policies and Procedures Manual, Billing Manual, *RateBook*, and/or other provider resources made available by the Division.

Direct Service Staff Qualifications

1. Direct service staff must:
 - 1.1 Have at least three (3) months experience implementing and documenting performance in individual programs (i.e., specific training strategies);
 - 1.2 Have both three (3) months experience in providing either respite or personal care and have received training, approved by the Division, in implementing and documenting performance; or
 - 1.3 Perform three (3) months of habilitation services under the direct supervision of an individual who is qualified to provide habilitation as described above.
2. The Qualified Vendor must require direct service staff to complete, at a minimum, the following training prior to start of work:
 - 2.1 Defining both challenging and desired behaviors in observable and measurable terms;
 - 2.2 Describing several strengths of members as well as needs and how these relate to challenging behaviors;
 - 2.3 Describing the values of the member and how they might contribute to the challenging behaviors;
 - 2.4 Identifying the member's most effective learning style;
 - 2.5 Involving the member, his/her family, and other supportive people in the member's life in identifying strengths/needs;
 - 2.6 Identifying the need for the member to have an assessment/reassessment to determine if behavioral health needs are being met;
 - 2.7 The recognition and proper response to inappropriate sexual behavior;
 - 2.8 Ways to develop mutually respectful and trusting relationships while guarding against potentially manipulative behaviors of program participants; and
 - 2.9 Principles of positive behavior support and person-centered planning.

3. The training curriculum shall be available upon request of Division staff. In addition, the Qualified Vendor shall maintain documentation and training records for all direct care staff that provide this service, and shall be available upon request by Division staff.
4. The Qualified Vendor shall ensure that appropriate staff participates in any Division-supported forums designed to assist all Community Protection and Treatment providers in the areas of person-centered planning reviews, ongoing staff training aimed at developing competencies in positive behavioral supports and other therapeutic modalities, clinical oversight, and other supportive ventures.

Recordkeeping and Reporting Requirements

1. The Qualified Vendor shall ensure that a copy of the member's planning document and behavioral plans are accessible to all direct care staff. Any changes to the plan shall be immediately reported to the Support Coordinator. It shall be available to the member/member's representative and/or Division upon request.
2. The Qualified Vendor shall submit the teaching strategies that were developed for the member's habilitative outcomes to the member's Support Coordinator for planning team review no later than twenty (20) business days following the initiation of service for a new or a continuing placement and whenever a new outcome has been identified for the member.
3. The Qualified Vendor shall submit quarterly progress reports to the Division and the member/member's representative unless the member/member's representative has requested not to receive them. The quarter is based on the calendar year and the reports are due no later than the fifteenth (15) day following the end of the quarter. The Qualified Vendor shall refer to the Division's Provider Manual for guidance on report due dates and minimum content of the reports.
4. The Qualified Vendor shall maintain daily records on file as proof of the number of hours worked by each direct service staff providing direct service to members.
 - 4.1 Each time sheet, equivalent document, or data system shall contain the original signature or other independent verification (that complies with A.R.S. § 41-132) of the member/member's representative after service delivery confirming the hours worked. Proof of hours worked must be signed or verified by the member/member's representative before the Qualified Vendor submits the claim for payment.
5. The Qualified Vendor shall maintain records that:
 - 5.1 Confirm the availability and appropriateness of Emergency Contact Plan and Risk Assessment.
 - 5.2 Document dates of on-site monthly administrative supervision and monitoring to each Community Protection and Treatment member receiving this hourly service.

- 5.3 Document that security precautions for protection of neighbors and other community citizens continue to be appropriate.
 - 5.4 Confirm that there continues to be a structured and specialized environment for the Community Protection and Treatment member.
 - 5.5 Document all collaboration and coordination with appropriate community resources including other service providers, local government, parole/probation officers, and law enforcement agencies that have occurred.
6. The Qualified Vendor shall maintain data that demonstrates full compliance with all programmatic and contractual requirements of the Department and the Division.

HABILITATION, CONSULTATION

Service Description

HP0031

Habilitation Consultation is a focused, consultative service that is intended to complete an assessment and develop an intervention plan. The plan identifies strategies to strengthen the skills of the member and his/her family/caregivers. This service assists a member to remain in his/her home or the home of their family/caregivers and to participate in community activities by providing a variety of behavioral interventions.

Service Requirements and Limitations

1. This service may be provided in the following settings:
 - 1.1 The member's own home or family home, or
 - 1.2 A group home, or
 - 1.3 A state-supported or a vendor-supported developmental home (child or adult), or
 - 1.4 A community setting chosen by the member and his/her Planning Team, or
 - 1.5 An Intermediate Care Facility, or
 - 1.6 A Skilled Nursing Facility.
2. This service may be provided for observation and assessment purposes only in:
 - 2.1 The member's school, during school provided transportation to and from school, and the hospital.
3. This service shall not be provided when the member is hospitalized for acute medical needs.
4. The plan for this service must include:
 - 4.1 Respect for the member's preferences, favorite activities, and his/her lifestyle choices, etc.;
 - 4.2 The development of useful techniques and facilitating the use of these techniques by caregivers for the member's benefit; and
 - 4.3 The development and facilitation of techniques, as appropriate, for increasing the member's social skills and ability to interact with others.

5. The Qualified Vendor shall ensure that the consultant staff is fully able to complete an assessment, implement the applicable intervention plan for the member and follow the protocols for managing and reporting incidents to the Division.

Service Goals and Objectives

Service Goals:

1. To provide an improved quality of life for the member by assisting the member in his/her environment by the teaching of alternative methods of responding to stressors and other sources of challenging behavior.
2. To develop and maintain the member's self-help, socialization and adaptive skills.
3. To assist planning teams and family members/caregivers in managing the member's challenging behaviors through thorough understanding of the purpose and function of a behavior.
4. To develop an intervention plan for the member derived from the assessment.
5. To facilitate implementation of the intervention plan strategies for the member.

Service Objectives:

The Qualified Vendor shall ensure that the following objectives are met:

1. Conduct an assessment of the member's challenging behavior or area of skill deficit.
2. Develop with the planning team and family members/caregivers an intervention plan.
3. Model the implementation of the intervention plan for the member, family members/caregivers, and/or service providers, including the teaching of alternative or replacement behavior.
4. Train the member, family members/caregivers, and/or service providers in the implementation of the intervention plan and monitor their usage of the plan. The intervention plan should include specific activities for the family or other caregivers to use between visits by the consultant. The intervention plan should be written in language understandable to the family and or caregivers.

5. Assist the planning team in acquiring the needed approvals of the intervention plan by the applicable Human Rights Committee and Program Review Committee pursuant to the Division's administrative rules [Arizona Administrative Code ("A.A.C.") R6-6-903 and subsequent amendments] and Division policy, including any subsequent revisions.
6. Review data with the planning team and other people important to the member as to the success of the intervention plan.
7. Provide follow-up consultation to ensure proper implementation of the intervention plan and revise the plan as needed.

Service Utilization Information

1. The assessment shall be conducted by a licensed Psychologist, a licensed Behavior Analyst, or a Board Certified Behavior Analyst ("BCBA") under the supervision of a licensed Behavior Analyst.
2. The development of the intervention plan shall be conducted by a licensed Psychologist, a licensed Behavior Analyst, or a BCBA under the supervision of a licensed Behavior Analyst.
 - 2.1 All interventions shall be developed using evidence based practice(s).
 - 2.2 All interventions shall respect the rights and dignity of the member and his/her family members/caregivers.
 - 2.3 All interventions shall be based as much as possible on positive behavior supports and the member's ability to self-manage when supported.
3. The training of the member, family members/caregivers, and/or direct service staff in the implementation of the intervention plan, monitoring their usage of the plan, and revision of the plan shall be conducted by a licensed Psychologist, a licensed Behavior Analyst, a BCBA under the supervision of a licensed Behavior Analyst, or a Bachelor's-Level Service Provider (Assistant).
4. All services shall be delivered in strict compliance with the provisions of Title 6, Chapter 6, Article 9 pertaining to "Managing Inappropriate Behaviors" of the A.A.C. and Chapter 1600 of the Division's Policies and Procedures Manual, including subsequent amendments/revisions.

Rate Basis

1. The published rate(s) for this service is available on the Division's website in the Rate Book.

2. Throughout the term of the contract, the appropriate billing codes, billing units, and associated billing rules are subject to change. All billing codes and billing units, and associated billing rules will be included in the Division's Policies and Procedures Manual, Billing Manual, published Rate Book, and/or other provider resources made available by the Division.

Consultant Staff Qualifications

1. If a Doctoral-level service provider, have at a minimum:
 - 1.1 A current license to practice psychology in the state of Arizona issued by the Arizona Board of Psychologist Examiners and meet all requirements set forth in Arizona Revised Statutes ("A.R.S."), Title 32, Chapter 19.1 et seq., as amended; or
 - 1.2 A current license as a Behavior Analyst from the Arizona Board of Psychologist Examiners.
2. If a Master's-level service provider, have at a minimum:
 - 2.1 A current license as a Behavior Analyst from the Arizona Board of Psychologist Examiners; or
 - 2.2 If unlicensed, must receive supervision from a Behavior Analyst who is licensed by the Arizona Board of Psychologist Examiners, as outlined by A.R.S. 32- 2091, and have:
 - 2.2.1 A Master's degree in behavior analysis, psychology, special education, or a related field, and
 - 2.2.2 Fifteen (15) hours of graduate level coursework in behavior analysis, and
 - 2.2.3 Six (6) months of full-time, supervised experience (internship/practicum) in behavior analysis under the supervision [minimum equivalent one (1) hour per week] of a board certified behavior analyst (i.e., implementing, developing, revising behavior support plans); or
 - 2.2.4 Current certification as a Board Certified Behavior Analyst (BCBA).
3. If a Bachelor's-level service provider (Assistant), must receive supervision from a Behavior Analyst who holds a current and active license recognized by the State of Arizona Board of Psychologist Examiners or licensed psychologist and have at a minimum:
 - 3.1 A Bachelor's degree in psychology, behavior analysis, social work, education, special education, child development, or counseling and two (2) years of full-time experience in behavioral therapy, behavioral modification, or behavioral analysis

(i.e., implementing positive behavior support plans); or

3.2 A Bachelor's degree in an alternative discipline and five (5) years of full-time experience in behavioral therapy, behavioral modification, or behavioral analysis (i.e., implementing positive behavior support plans); or

3.3 Current certification as a Board Certified Assistant Behavior Analyst (BCaBA).

Record keeping and Reporting Requirements

1. The assessment and intervention plan shall be completed no later than forty-five (45) business days following the acceptance of the member's service authorization.
2. The Qualified Vendor shall provide the assessment report and the intervention plan to the member's Support Coordinator, the member/member's representative, and service providers no later than seven (7) business days upon completion.
3. Following the submittal of the initial intervention plan, the Qualified Vendor shall submit quarterly individualized progress reports regarding the member no later than the tenth (10th) business day following the close of the quarter to the Division and the member/member's representative unless the member/member's representative has requested not to receive them. The Qualified Vendor shall refer to the Division's Provider Manual for guidance on report due dates and minimum content of the reports.
4. The Qualified Vendor shall maintain daily records on file as proof of the number of hours worked by its consultant staff providing direct service to the member.
 - 4.1 Each time sheet, equivalent document, or data system must contain the original signature or other independent verification (that complies with A.R.S. § 18-442) of the member/member's representative after service delivery confirming the hours worked. Proof of hours worked must be signed or verified by the member's representative before the Qualified Vendor submits the claim for payment.
5. The Qualified Vendor shall maintain on file documentation of required licensures and certification for each consultant providing this service.
6. The Qualified Vendor shall maintain data that demonstrates full compliance with all programmatic and contractual requirements of the Department and the Division.

HABILITATION, EARLY CHILDHOOD AUTISM SPECIALIZED

Service Description

HP16-00

Services provide a variety of interventions designed to maximize the functioning of persons with developmental disabilities. Services may include, but are not limited to: habilitative therapies, special developmental skills, behavior intervention and sensorimotor development.

This bundled service consists of two components:

1. The Consultative component of this service is intended for Division members who are pre-school aged children with autism or at risk of autism. The consultative component provides behavioral supports pursuant to an Early Childhood Autism Specialized Habilitation intervention plan that assists a young child to remain in the home of his/her family/caregivers and to participate in community activities by strengthening the skills of the parents/caregivers. This service is provided in a consultative model to the child's parents/caregivers. This consultant will also provide training to the habilitation support providers providing the hourly habilitation support component of this service.
2. The Hourly Habilitation Support component of this service is designed to assist a child in acquiring, retaining, and improving the self-help, socialization, and adaptive skills necessary to reside successfully in home and community-based settings. The service includes the provision of training in independent living skills or special developmental skills, orientation and mobility training, sensorimotor development, and behavioral management.

The two components of this bundled service are authorized and billed as distinct service units delivered by the same Qualified Vendor.

Service Requirements and Limitations

1. This service may be provided in the following settings:
 - 1.1 The family's home, or
 - 1.2 At the child's activity sites, or
 - 1.3 A community setting chosen by the child's representative.
2. This service shall not be provided when the child is hospitalized.
3. The Hourly Habilitation Support component of this service shall not be provided to children living in group homes, vendor-supported developmental homes (child or adult), skilled nursing facilities, non-state operated Intermediate Care Facilities ("ICFs"), or Level I or Level II behavioral health facilities. The Consultative component of this service may be provided in these settings.

4. The Hourly Habilitation Support component of this service shall not be provided in schools or in transit to schools and the Consultative component of this service may take place in school only for the limited purpose of an assessment.
5. This service shall not be provided when the child has reached the earliest age of eligibility for a first grade public school program.
6. The plan for this service shall include:
 - 6.1 Criteria for reassessment;
 - 6.2 Criteria for fading;
 - 6.3 The potential for developing and maintaining self-help, socialization, and adaptive skills;
 - 6.4 Respect for the family's/caregivers' preferences, favorite activities, and their lifestyle choices, etc.;
 - 6.5 The development of useful techniques for the child's benefit and training for parents/caregivers in the use of these techniques; and
 - 6.6 The development of techniques, as appropriate, for increasing the child's social skills and ability to interact with others.
7. The Qualified Vendor shall ensure that each consultant staff and hourly habilitation staff is fully able to implement the planning document [e.g., Individual Support Plan ("ISP")] and applicable Early Childhood Autism Specialized Habilitation intervention plan for the child, and follows the protocols for responding to and reporting incidents to the Division.

Service Goals and Objectives

Service Goals

The Qualified Vendor shall ensure that the following goals are met:

Consultative Component Service Goals for Doctoral/Master's-Level and Bachelor's-Level Service Providers

Provide an improved quality of life for the young child by targeting the core symptoms of autism and the teaching of alternative methods of responding to their environment.

For Doctoral/Master's-level service providers only:

1. To assist planning teams (e.g., ISP teams) and parents/caregivers in managing behaviors relating to the core symptoms of autism through a thorough understanding of the purpose and function of a behavior.
2. To develop a plan for the Early Childhood Autism Specialized Habilitation intervention derived from a behavioral assessment.
3. To determine the amount of weekly Habilitation Hourly Support required to adequately implement the Early Childhood Autism Specialized Habilitation intervention plan.

For Bachelor's-level service providers only:

1. To implement the strategies of the Early Childhood Autism Specialized Habilitation intervention plan.

Hourly Habilitation Support Component Service Goals

1. To implement the Early Childhood Autism Specialized Habilitation intervention plan.
2. To provide training to increase or maintain the child's self-help, socialization, and adaptive skills to reside and participate successfully with his/her family in his/her own community.
3. To assist the child in achieving and maintaining a quality of life that promotes the parents'/caregivers' vision for the future and priorities.
4. To adjust the dependence on this service as natural supports become available in the child's home and/or community.
5. To encourage and develop the identification and use of natural supports and reduce the need for this paid support.

Service Objectives

Consultative Component Service Objectives for Doctoral/Master's-Level Service Providers

The Qualified Vendor shall ensure that the following objectives are met:

1. Conduct and develop a functional behavioral analysis and proactive teaching strategies to prepare the child for age-appropriate social, sensorimotor, and learning readiness skills.
2. Develop with the planning team and parents/caregivers a plan for the Early Childhood Autism Specialized Habilitation intervention.

3. In accordance with the Early Childhood Autism Specialized Habilitation intervention plan, assist in developing individualized, time-limited outcomes that are based on assessment data and input from the member and the member's representative which allow the member to achieve his/her long-term vision for the future and priorities.
 - 3.1 Assist in developing a specific teaching strategy for each habilitation outcome within twenty (20) business days following the initiation of service for a new or a continuing placement and whenever a new outcome has been identified for the member. The specific teaching strategy for each outcome shall identify the schedule for implementation, frequency of services, data collection methods, and the steps to be followed to teach the new skill.
 - 3.2 Assist in developing changes to specific outcome(s) and/or strategies, as agreed upon by the member's planning team, based on the presence or absence of measurable progress by the member.
4. Model the implementation of the plan for parents/caregivers and/or direct service staff, including the teaching of alternative or replacement behavior(s).
5. Train parents/caregivers and/or direct service staff in the plan and assess/monitor their usage of the plan.
6. Review data with the planning team members and other people important to the child as to the success of the plan.
7. Provide follow-up consultation to ensure proper implementation of the plan and revise the plan as needed.
8. Assist the planning team in the transition from this service to other developmentally appropriate services by providing information needed to assess the child's and parents'/caregivers' ongoing needs and outcomes.
9. Provide training and support to habilitation staff as necessary to ensure implementation of the designed Early Childhood Autism Specialized Habilitation intervention plan.

Consultative Component Service Objectives for Bachelor's-Level Service Providers

The Qualified Vendor shall ensure that the following outcomes are met:

1. Participate with the planning team and parents/caregivers in the implementation of an Early Childhood Autism Specialized Habilitation intervention plan.
2. Model the implementation of the plan for parents/caregivers and/or direct service staff, including the teaching of alternative or replacement behavior(s).

3. Train parents/caregivers and/or direct service staff in the plan and assess/monitor their usage of the plan.
4. Review data with the planning team members and other people important to the child as to the success of the plan.
5. Provide follow-up consultation to ensure proper implementation of the plan and revise the plan as needed.
6. Assist the planning team in the transition from this service to other developmentally appropriate services by providing information needed to assess the child's and parent's/caregiver's ongoing needs and outcomes.

Hourly Habilitation Support Component Service Objectives

The Qualified Vendor shall ensure that the following objectives are met:

1. In accordance with the child's planning document [e.g., Individual Support Plan (ISP)] processes, assist in revising the Early Childhood Autism Specialized Habilitation intervention plan, including:
 - 1.1 Implementing the teaching strategies of the Early Childhood Autism Specialized Habilitation intervention plan. A teaching strategy is required for each of the member's habilitative outcome(s) identified by the Early Childhood Autism Specialized Habilitation intervention plan. The specific teaching strategy for each outcome identifies the schedule for implementation, the frequency and duration of services, data collection methods, and a series of steps to teach the child a single outcome.
2. As identified in the child's planning document, provide training and/or assistance such as:
 - 2.1 Implementing strategies to address behavioral concerns as identified in the Early Childhood Autism Specialized Habilitation intervention plan;
 - 2.2 Implementing all therapeutic recommendations including speech, occupational, and physical therapy and assisting the child in following special diets, exercise routines, or other therapeutic programs;
 - 2.3 Mobility training, alternative or adaptive communication training.
3. As identified in the child's planning document, provide training and/or assistance to the parents/caregivers to increase and/or maintain targeted skill acquisition of the child.
 - 3.1 With input from the parents/caregivers and other people important to the child, develop strategies for habilitative outcomes that can be carried out in context of the child's daily routine.

- 3.2 Communicate with the parents/caregivers regarding how the plan is working when the direct service staff is not present.

Service Utilization Information

Consultative Component for Doctoral-Level, Master's-Level, and Bachelor's-Level Service Providers

1. All interventions shall be based on the principles of learning alternative behaviors.
2. All interventions shall respect the rights and dignity of the child and his/her parents/caregivers.
3. All interventions shall be based on positive behavior supports and the child's ability to self-manage when supported.
4. All services shall be delivered in strict compliance with the provisions of Title 6, Chapter 6, Article 9 pertaining to "Managing Inappropriate Behaviors" of the Arizona Administrative Code ("A.A.C.") and Chapter 1600 of the Division's Policy and Procedures Manual, including subsequent amendments/revisions.
5. Careful assessment for the amount of habilitative training is critical. Holistic evaluation of all other activities in the child's day, including school, attendant care, and respite, is necessary.

Hourly Habilitation Support Component

1. Utilization of this form of habilitation is determined by the professional assessment completed by the consultant.
2. All interventions shall be based on the principles of learning alternative behaviors.
3. All interventions shall respect the rights and dignity of the child and his/her parents/caregivers.
4. All interventions shall be based on positive behavior supports and the child's ability to self-manage when supported.
5. All services shall be delivered in strict compliance with the provisions of Title 6, Chapter 6, Article 9 pertaining to "Managing Inappropriate Behaviors" of the A.A.C. and Chapter 1600 of the Division's Policy and Procedures Manual, including subsequent amendments/revisions.

Rate Basis

1. Published. The published rate is based on one (1) hour of direct service.

2. Throughout the term of the contract, the appropriate billing codes, billing units, and associated billing rules are subject to change. All billing codes and billing units, and associated billing rules will be included in the Division's Policies and Procedures Manual, Billing Manual, *RateBook*, and/or other provider resources made available by the Division.

Staff Qualifications

Consultative Component Staff Qualifications for Doctoral-Level, Master's-Level, and Bachelor's-Level Service Providers

The Consultant staff shall:

1. Have successfully completed the following:
 - 1.1 Prevention and Support Training/Client Intervention Training ("CIT") from a certified trainer;
 - 1.2 Training required by Article 9, Chapter 6, Title 6 of A.A.C., including subsequent amendments, from a certified trainer; and
2. If a Doctoral-level service provider, have at a minimum,
 - 2.1 A current license to practice psychology in the state of Arizona issued by the Arizona Board of Psychologist Examiners and meet all requirements set forth in Arizona Revised Statutes ("A.R.S."), Title 32, Chapter 19.1 *et seq.*, as amended; or
 - 2.2 A current license as a Behavior Analyst from the Arizona Board of Psychologist Examiners.
3. If a Master's-level service provider, have at a minimum:
 - 3.1 A current license as a Behavior Analyst from the Arizona Board of Psychologist Examiners, or
 - 3.2 If unlicensed, must receive supervision from a Behavior Analyst (preferred) who is licensed by the Arizona Board of Psychologist Examiners, as outlined by A.R.S. 32-2091, or a licensed psychologist and have:
 - 3.2.1 A Master's degree in behavior analysis, psychology, special education, or a related field, and
 - 3.2.2 Fifteen (15) hours of graduate level coursework in behavior analysis, and
 - 3.2.3 Six (6) months of full-time, supervised employment (internship/practicum) in behavior analysis under the supervision [minimum equivalent one (1) hour per

week] of a certified behavior analyst (i.e., implementing, developing, revising behavior support plans); or

3.2.4 Current certification as a Board-Certified Behavior Analyst (“B.C.B.A.”).

4. If a Bachelor’s-level service provider, receive supervision from a Behavior Analyst (preferred) who holds a current and active license recognized by the State of Arizona Board of Psychologist Examiners or licensed psychologist and have at a minimum:
 - 4.1 A Bachelor’s degree in psychology, behavior analysis, social work, education, special education, child development, or counseling and two (2) years of full-time experience in behavioral therapy, behavioral modification, or behavioral analysis (i.e., implementing positive behavior support plans); or
 - 4.2 A Bachelor’s degree in an alternative discipline and five (5) years of full-time experience in behavioral therapy, behavioral modification, or behavioral analysis (i.e., implementing positive behavior support plans), or
 - 4.3 Current certification as a Board Certified Associate Behavior Analyst.

Hourly Habilitation Support Component Staff Qualifications

Direct service staff shall:

1. Have at least three (3) months experience implementing and documenting performance in individual programs (specific training strategies);
2. Have both three (3) months experience in providing either respite or personal care and have received training, approved by the Division, in implementing and documenting performance; or
3. Perform three (3) months of habilitation services under the direct supervision of an individual who is qualified to provide habilitation as described above.
4. Have completed additional training provided by the Qualified Vendor (with a curriculum including an applicable competency based assessment approved by the Division) on all of the following topics:
 - 4.1 Typical child development;
 - 4.2 Diagnosis of Autism (e.g., what is Autism, how is Autism identified; who can formally diagnose Autism);
 - 4.3 Treatment of Autism (e.g., types and techniques); and

- 4.4 Information specific to the child/family/caregivers as contained in the Early Childhood Autism Specialized Habilitation intervention plan.

Recordkeeping and Reporting Requirements

1. The Qualified Vendor shall, with the assistance of the parents/caregivers, complete and score the Vineland Scales of Adaptive Functioning on each child enrolled in the Early Childhood Autism Specialized Habilitation Program at the beginning of treatment, at twelve (12) months of treatment, and at twenty-one (21) months of treatment.
 - 1.1 The Qualified Vendor shall also ensure that this information is sent to the Division within thirty (30) days of the date upon which the testing should be completed. This information will be used by the Division to assess the appropriateness of continued Early Childhood Autism Specialized Habilitation services during the program and upon completion of the initial two (2) years of treatment.
 - 1.2 The Division's Medical Director or designee may authorize the use of another instrument for the measurement of a child's progress while receiving this service.
2. The Qualified Vendor shall provide quarterly individualized progress reports on the child to the Division and the child's representative unless the member/member's representative has requested not to receive them. The quarter is based on calendar year and the reports are due no later than the fifteenth (15) day following the end of the quarter. The Qualified Vendor shall refer to the Division's Provider Manual for guidance on report due dates and minimum content of the reports.
3. The Qualified Vendor shall maintain on file proof of hours worked by each consultant and the hourly habilitation support service providers.
 - 3.1 Each time sheet, equivalent document, or data system must contain the original signature or other independent verification (that complies with A.R.S. § 41-132) of the child's representative after service delivery confirming the hours worked. Proof of hours worked must be signed or verified by the child's representative before the Qualified Vendor submits the claim for payment.
 - 3.2 In addition, the Qualified Vendor shall submit a monthly statement of billed activity to the child/child's representative and to the child's Support Coordinator.
4. The Qualified Vendor shall maintain on file documentation of required certification for each consultant and hourly habilitation support service providers providing this service, including both training and certification requirements.
5. The Qualified Vendor shall maintain data that demonstrates full compliance with all programmatic and contractual requirements of the Department and the Division.

HABILITATION, GROUP HOME

Service Description (*All Group Homes*)

HP16-00

Services provide a variety of interventions designed to maximize the functioning of persons with developmental disabilities. Services may include, but are not limited to: habilitative therapies, special developmental skills, behavior intervention and sensorimotor development.

Additional Service Description for Community Protection and Treatment

For Division members residing in a group home determined by the Division to need Community Protection and Treatment supports, the group home shall also ensure that the following are provided:

1. A variety of supports designed to maximize the functioning of members with intensive behavioral support needs.
2. Measures designed and implemented to protect Community Protection and Treatment members and others from possible harm.
3. Treatments and related supports as determined by the planning are implemented and followed to ameliorate symptoms, disorders, or behaviors that have interfered with the member's full inclusion in the community.
4. Continuous supervision of Community Protection and Treatment members. Continuous supervision is defined as knowledge of and accountability for the actions and whereabouts of the member, including the ability to see or hear the member at all times, to interact with the member, and to provide guidance to the member.
5. Service delivery captures community strengths and resources and be implemented with clear and therapeutic measurable outcomes.
6. Time-limited supports based on the needs and progress of the member.
7. Positive behavioral supports.
8. The member will voluntarily, or as directed by the court, participate and abide by agreed upon restrictions stated in the member's planning document (e.g., ISP).

Service Requirements and Limitations (*All Group Homes*)

1. This service shall be provided to members in a residential setting who have a variety of needs, including behavioral, physical, and medical challenges. These settings typically serve two (2) to four (4) members; they may serve up to six (6) members.

2. This service shall not be provided when the member is hospitalized.
3. The Qualified Vendor providing this service shall have applied for and been awarded the service of Room and Board, All Group Homes, and shall at all relevant times be providing the service of Room and Board, All Group Homes.
4. This service is authorized for the day.
5. The Qualified Vendor shall not be relieved of its obligation to continue to serve a member when the needs of that member change.
 - 5.1 When the member's needs change, the Qualified Vendor shall send written notice by email or facsimile to the member's Support Coordinator promptly (within one business day) of the occurrence of the change. The Qualified Vendor shall initiate a cooperative planning process with the member's planning team to update and revise the member's planning document. The Division's Health Care Services staff will be involved when the change needed is medical in nature.
6. Transportation to school, day programs, and employment services shall be the responsibility of the residential habilitation provider. Other reasonable transportation within the community is also the responsibility of the residential habilitation provider, including fees associated with the transportation. If a member chooses not to use the group home provided transportation and the member's choice to use public transportation is documented in the member's planning document, fees associated with the public transportation are the responsibility of the member.
7. The Qualified Vendor shall meet the requirements of Arizona Administrative Code ("A.A.C.") Title 6, Chapter 6, Article 8.

Service Goals and Objectives

Service Goals (*All Group Homes*)

1. To provide a broad array of support services to promote the physical, emotional, and mental well-being of the member.
2. To enable the member to acquire knowledge and skills and participate in his/her community based on his/her choices.
3. To provide training and supervision for the member to increase or maintain his/her self-help, socialization, and adaptive skills.
4. To develop positive relationships with others.
5. To provide opportunities to interact with others in the community.

6. To assist the member in achieving and maintaining a quality of life that promotes the member's vision for the future and priorities.
7. To assure the health and safety of all residents.

Additional Service Goals for Community Protection and Treatment Group Home Supports for members shall include:

8. Implementing and monitoring the member's plan.
9. To provide group home service that incorporates treatment with interventions designed to:
 - 9.1 Provide integrated treatment goals, outcomes, and therapeutic interventions that assist the Community Protection and Treatment member to function safely in society and avoid offending or re-offending.
 - 9.2 Provide training, therapy, and supervision, whether voluntary or court-ordered, for the Community Protection and Treatment member to increase or maintain their self-help, socialization, and adaptive skills to better live successfully in the community and not require more restrictive settings (e.g., incarceration, psychiatric hospital).
 - 9.3 Assist the Community Protection and Treatment member in defining, achieving and maintaining a quality of life that corresponds to the member's vision for the future and priorities.
 - 9.4 Inclusion of the member in both development and implementation of supports in a manner which is respectful to the member, with positive supports and collaboration with both the member and team members.
10. To provide group home service and support that are designed to protect the member and the community by:
 - 10.1 Providing environmental and programmatic safeguards and structures that protect the Community Protection and Treatment member as well as other residents, neighbors, and community members from those behaviors that endanger the Community Protection and Treatment member, other people or property, and/or interfere with the rights of others. The Qualified Vendor shall be responsible for assuring continuous supervision of Community Protection and Treatment member(s).
 - 10.2 Supporting the member to make positive choices to resolve or contain the behaviors that require intensive intervention and supervision, thus reducing the need for protective measures.
 - 10.3 Respecting the member with positive supports and collaboration with both the member and team members.

Service Objectives (*All Group Homes*)

The Qualified Vendor shall ensure that the following objectives are met:

1. In accordance with each member's s planning document (e.g., ISP), assist in developing:
 - 1.1 Habilitation-related outcomes that are based on assessment data and input from the member and the member's representative which will allow the consumer to achieve his/her long term vision for the future and priorities.
 - 1.2 A specific teaching strategy for each habilitative outcome within twenty (20) business days following the initiation of the service for a new or a continuing placement and whenever a new outcome is identified for the member. The specific teaching strategy for each outcome shall identify the schedule for implementation, frequency of services, data collection methods, and the steps to be followed to teach the new skill.
 - 1.3 Changes to specific outcome(s) and/or strategies, as agreed upon by the member's planning team, based upon the presence or absence of measurable progress by the member.
2. As identified in each member's planning document, provide a broad array of support services such as:
 - 2.1 Assistance and training related to personal and physical needs and routine daily living skills;
 - 2.2 Implementing strategies to address behavioral concerns, developing behavior support programs, and coordinating with behavioral health programs to ensure proper review of medication treatment plans;
 - 2.3 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;
 - 2.4 Implementing all therapeutic recommendations including speech, occupational, and physical therapy and assisting members in following special diets, exercise routines, or other therapeutic programs;
 - 2.5 Mobility training, alternative or adaptive communication training;
 - 2.6 General supervision; and
 - 2.7 Opportunities for training and/or practice in basic life skills such as shopping, banking, money management, access and use of community resources, and community survival skills.

3. Develop, maintain, or enhance independent functioning skills for each member in sensorimotor areas, cognition, personal grooming, hygiene, dressing, eating, toileting, self-medication and first aid, recognizing symptoms of illness, and preventing accidents and illnesses. In order to fulfill this mandate, basic hygiene, grooming, and first aid supplies shall be available.
4. Assist each member in developing methods of starting and maintaining friendships of his/her choice, as well as appropriate assertiveness, social skills, and problem solving abilities for use in daily interactions.
5. Provide opportunities for members to participate in community activities and facilitate utilization of community resources.
6. Arrange and plan for transportation to support each member in all daily living activities (e.g., day treatment and training, employment situations, medical appointments, visits with family and friends, and other community activities). Promote, as appropriate, the acquisition of skills necessary to access community transportation resources.
7. Develop, at a minimum, a monthly on-site/community integrated schedule of daily activities and document member's direct input into the schedule. Daily activities and schedules are based on member choice and preferences, developmental level, planning document goals, and enrichment of life experiences. Allow for reasonable choice in activity participation and offer alternative activities. This schedule shall be available to members, member representatives, or others upon request.
8. Play an active role in ensuring that services are complimentary with other involved entities, including day treatment and training providers, health care providers, and schools, and are coordinated to meet the needs of the members served.

Additional Service Objectives for Community Protection and Treatment Group Homes

The Qualified Vendor shall ensure that the following additional objectives are met:

9. Assist the member's planning team in the development of the Emergency Contact Plan, Risk Assessment and the Discharge/Transition Checklist. Files reviewed during monthly administrative visits at each home shall document the availability of the Emergency Contact Plan and that all other requirements are met at each home.
10. Provide on-site monthly administrative supervision and monitoring to each home.
11. Provide security precautions for protection of neighbors and other community citizens to the extent possible.
12. Provide a structured, specialized environment for members.

13. Provide collaboration and coordination with appropriate community resources, such as local government, parole/probation officers, and law enforcement agencies.

Service Utilization Information (*All Group Homes*)

1. Utilization and authorization of services for each site will be determined based on the collective needs of all of the members at that site and will be revised as needs change. The Qualified Vendor is expected to assist the Division in the process for determining the support level to be authorized for the members living in the home. This process should be a cooperative process that includes input from the Qualified Vendor.
2. The amount of direct care staffing authorized for each residence is determined by assessing the collective needs of all members/residents. The authorized staffing for each residence is documented in the Staffing Matrix. If the needs of the members change, the Qualified Vendor is obligated to initiate the cooperative planning process with the Division's District Program Manager/designee to revise the Staffing Matrix as appropriate.
3. The District Program Manager or designee will approve the Daily Rates schedule for this service.
4. Regularly scheduled absences shall be reflected in the Staffing Matrix.
5. The Qualified Vendor shall notify the District Program Manager or designee of unscheduled absences of a member expected to last more than five (5) consecutive days. Such notice shall be given within forty-eight (48) hours after the member's departure to determine whether the Staffing Matrix needs to be revised.
6. The Qualified Vendor shall notify the member's Support Coordinator of any and all hospitalizations within twenty-four (24) hours of admission, including admission to a behavioral health facility.

Rate Basis (*All Group Homes*)

1. Published. The published rate is based on one (1) hour of direct service.
2. The Qualified Vendor shall submit a claim for payment for each member at the *per diem* rate that reflects the number of residents in the group home and the range of hours provided in a week. The *per diem* rate shall reflect the lesser of (1) the authorized direct service hours documented on the approved Staffing Matrix, or (2) the actual direct service hours delivered. The Qualified Vendor may calculate the claim based on a weekly or monthly average of weekly direct service hours at the end of the month for that month.
3. Throughout the term of the contract, the appropriate billing codes, billing units, and associated billing rules are subject to change. All billing codes and billing units, and associated billing rules will be included in the Division's Policies and Procedures Manual, Billing Manual, *RateBook*, and/or other provider resources made available by the Division.

Direct Service Staff Qualifications *(All Group Homes)*

Direct service staff must meet all of the staff qualifications, training, and responsibilities specified in Arizona Administrative Code (“A.A.C.”) Title 6, Chapter 6, Articles 8 and 15.

Additional Direct Service Staff Qualifications for Community Protection and Treatment Group Homes

Direct service staff must:

4. Have access to either direct or consultative staff resources who have been trained and or possess skills in the following:
 - 4.1 Defining both challenging and desired behaviors in observable and measurable terms;
 - 4.2 Describing several strengths of members as well as needs and how these relate to challenging behaviors;
 - 4.3 Describing the values of the member and how they might contribute to the challenging behaviors;
 - 4.4 Identifying the member’s most effective learning style;
 - 4.5 Involving the member, his/her family, and other supportive people in the member’s life in identifying strengths/needs;
 - 4.6 Identifying the need for the member to have an assessment/reassessment to determine if behavioral health needs are being met;
 - 4.7 Training in the recognition and proper response to inappropriate sexual behavior;
 - 4.8 Ways to develop mutually respectful and trusting relationships while guarding against potentially manipulative behaviors of program participants; and
 - 4.9 Principles of positive behavior support and person-centered planning.
5. The training curriculum shall be available upon request of Division staff. In addition, the Qualified Vendor shall maintain documentation and training records for all direct care staff that provide this service, and shall be available upon request by Division staff.
6. The Qualified Vendor shall ensure that appropriate staff participates in Division-supported forums designed to assist all Community Protection and Treatment providers in the areas of person-centered planning reviews, ongoing staff training aimed at developing competencies in positive behavioral supports and other therapeutic modalities, clinical oversight, and other supportive ventures.

Recordkeeping and Reporting Requirements (*All Group Homes*)

1. The Qualified Vendor shall maintain a copy of the member's planning document, including the risk assessment, on file and make it available to the member/member's representative/ and/or Division upon request.
2. The Qualified Vendor shall submit the teaching strategies that were developed for the member's habilitative outcomes to the member's Support Coordinator for planning team review no later than twenty (20) business days following the initiation of service for a new placement and whenever a new outcome has been identified for the member.
3. The Qualified Vendor shall submit monthly progress reports to the Division and the member/member's representative no later than the tenth (10th) business day following the close of the month unless the member/member's representative has requested not to receive them . The Qualified Vendor shall refer to the Division's Provider Manual for guidance on report due dates and minimum content of the reports.
4. The Qualified Vendor shall maintain on file member attendance reports.
5. The Qualified Vendor shall maintain daily records on file as proof of the number of hours worked by each direct service staff providing direct services to members, e.g., staff time sheets, equivalent documentation, or data system that complies with A.R.S. § 41-132 .
6. The Qualified Vendor shall provide results of all health care appointments to the member's representative monthly.
7. The Qualified Vendor shall ensure that a log of personal belongings of the member served is maintained and continually updated, and available to the Division and the member/member's representative upon request.
8. The Qualified Vendor shall maintain a ledger and documentation (e.g., receipts) that accounts for the expenditures of all member funds used and submit a monthly accounting of expenditures to the member's representative payee.
9. The Qualified Vendor shall maintain data that demonstrates full compliance with all programmatic and contractual requirements of the Department and the Division.

HABILITATION, GROUP HOME AND HABILITATION, COMMUNITY PROTECTION AND TREATMENT GROUP HOME

Service Description (*All Group Homes*)

HP16-00

Services provide a variety of interventions designed to maximize the functioning of persons with developmental disabilities. Services may include, but are not limited to: habilitative therapies, special developmental skills, behavior intervention and sensorimotor development.

Additional Service Description for Community Protection and Treatment

For Division members residing in a group home determined by the Division to need Community Protection and Treatment supports, the group home shall also ensure that the following are provided:

1. A variety of supports designed to maximize the functioning of members with intensive behavioral support needs.
2. Measures designed and implemented to protect Community Protection and Treatment members and others from possible harm.
3. Treatments and related supports as determined by the planning are implemented and followed to ameliorate symptoms, disorders, or behaviors that have interfered with the member's full inclusion in the community.
4. Continuous supervision of Community Protection and Treatment members. Continuous supervision is defined as knowledge of and accountability for the actions and whereabouts of the member, including the ability to see or hear the member at all times, to interact with the member, and to provide guidance to the member.
5. Service delivery captures community strengths and resources and be implemented with clear and therapeutic measurable outcomes.
6. Time-limited supports based on the needs and progress of the member.
7. Positive behavioral supports.
8. The member will voluntarily, or as directed by the court, participate and abide by agreed upon restrictions stated in the member's planning document (e.g., ISP).

Service Requirements and Limitations (*All Group Homes*)

1. This service shall be provided to members in a residential setting who have a variety of needs, including behavioral, physical, and medical challenges. These settings typically serve two (2) to four (4) members; they may serve up to six (6) members.

2. This service shall not be provided when the member is hospitalized.
3. The Qualified Vendor providing this service shall have applied for and been awarded the service of Room and Board, All Group Homes, and shall at all relevant times be providing the service of Room and Board, All Group Homes.
4. This service is authorized for the day.
5. The Qualified Vendor shall not be relieved of its obligation to continue to serve a member when the needs of that member change.
 - 5.1 When the member's needs change, the Qualified Vendor shall send written notice by email or facsimile to the member's Support Coordinator promptly (within one business day) of the occurrence of the change. The Qualified Vendor shall initiate a cooperative planning process with the member's planning team to update and revise the member's planning document. The Division's Health Care Services staff will be involved when the change needed is medical in nature.
6. Transportation to school, day programs, and employment services shall be the responsibility of the residential habilitation provider. Other reasonable transportation within the community is also the responsibility of the residential habilitation provider, including fees associated with the transportation. If a member chooses not to use the group home provided transportation and the member's choice to use public transportation is documented in the member's planning document, fees associated with the public transportation are the responsibility of the member.
7. The Qualified Vendor shall meet the requirements of Arizona Administrative Code ("A.A.C.") Title 6, Chapter 6, Article 8.

Service Goals and Objectives

Service Goals (*All Group Homes*)

1. To provide a broad array of support services to promote the physical, emotional, and mental well-being of the member.
2. To enable the member to acquire knowledge and skills and participate in his/her community based on his/her choices.
3. To provide training and supervision for the member to increase or maintain his/her self-help, socialization, and adaptive skills.
4. To develop positive relationships with others.
5. To provide opportunities to interact with others in the community.

6. To assist the member in achieving and maintaining a quality of life that promotes the member's vision for the future and priorities.
7. To assure the health and safety of all residents.

Additional Service Goals for Community Protection and Treatment Group Home Supports for members shall include:

8. Implementing and monitoring the member's plan.
9. To provide group home service that incorporates treatment with interventions designed to:
 - 9.1 Provide integrated treatment goals, outcomes, and therapeutic interventions that assist the Community Protection and Treatment member to function safely in society and avoid offending or re-offending.
 - 9.2 Provide training, therapy, and supervision, whether voluntary or court-ordered, for the Community Protection and Treatment member to increase or maintain their self-help, socialization, and adaptive skills to better live successfully in the community and not require more restrictive settings (e.g., incarceration, psychiatric hospital).
 - 9.3 Assist the Community Protection and Treatment member in defining, achieving and maintaining a quality of life that corresponds to the member's vision for the future and priorities.
 - 9.4 Inclusion of the member in both development and implementation of supports in a manner which is respectful to the member, with positive supports and collaboration with both the member and team members.
10. To provide group home service and support that are designed to protect the member and the community by:
 - 10.1 Providing environmental and programmatic safeguards and structures that protect the Community Protection and Treatment member as well as other residents, neighbors, and community members from those behaviors that endanger the Community Protection and Treatment member, other people or property, and/or interfere with the rights of others. The Qualified Vendor shall be responsible for assuring continuous supervision of Community Protection and Treatment member(s).
 - 10.2 Supporting the member to make positive choices to resolve or contain the behaviors that require intensive intervention and supervision, thus reducing the need for protective measures.
 - 10.3 Respecting the member with positive supports and collaboration with both the member and team members.

Service Objectives (*All Group Homes*)

The Qualified Vendor shall ensure that the following objectives are met:

1. In accordance with each member's s planning document (e.g., ISP), assist in developing:
 - 1.1 Habilitation-related outcomes that are based on assessment data and input from the member and the member's representative which will allow the consumer to achieve his/her long term vision for the future and priorities.
 - 1.2 A specific teaching strategy for each habilitative outcome within twenty (20) business days following the initiation of the service for a new or a continuing placement and whenever a new outcome is identified for the member. The specific teaching strategy for each outcome shall identify the schedule for implementation, frequency of services, data collection methods, and the steps to be followed to teach the new skill.
 - 1.3 Changes to specific outcome(s) and/or strategies, as agreed upon by the member's planning team, based upon the presence or absence of measurable progress by the member.
2. As identified in each member's planning document, provide a broad array of support services such as:
 - 2.1 Assistance and training related to personal and physical needs and routine daily living skills;
 - 2.2 Implementing strategies to address behavioral concerns, developing behavior support programs, and coordinating with behavioral health programs to ensure proper review of medication treatment plans;
 - 2.3 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;
 - 2.4 Implementing all therapeutic recommendations including speech, occupational, and physical therapy and assisting members in following special diets, exercise routines, or other therapeutic programs;
 - 2.5 Mobility training, alternative or adaptive communication training;
 - 2.6 General supervision; and
 - 2.7 Opportunities for training and/or practice in basic life skills such as shopping, banking, money management, access and use of community resources, and community survival skills.

3. Develop, maintain, or enhance independent functioning skills for each member in sensorimotor areas, cognition, personal grooming, hygiene, dressing, eating, toileting, self-medication and first aid, recognizing symptoms of illness, and preventing accidents and illnesses. In order to fulfill this mandate, basic hygiene, grooming, and first aid supplies shall be available.
4. Assist each member in developing methods of starting and maintaining friendships of his/her choice, as well as appropriate assertiveness, social skills, and problem solving abilities for use in daily interactions.
5. Provide opportunities for members to participate in community activities and facilitate utilization of community resources.
6. Arrange and plan for transportation to support each member in all daily living activities (e.g., day treatment and training, employment situations, medical appointments, visits with family and friends, and other community activities). Promote, as appropriate, the acquisition of skills necessary to access community transportation resources.
7. Develop, at a minimum, a monthly on-site/community integrated schedule of daily activities and document member's direct input into the schedule. Daily activities and schedules are based on member choice and preferences, developmental level, planning document goals, and enrichment of life experiences. Allow for reasonable choice in activity participation and offer alternative activities. This schedule shall be available to members, member representatives, or others upon request.
8. Play an active role in ensuring that services are complimentary with other involved entities, including day treatment and training providers, health care providers, and schools, and are coordinated to meet the needs of the members served.

Additional Service Objectives for Community Protection and Treatment Group Homes

The Qualified Vendor shall ensure that the following additional objectives are met:

9. Assist the member's planning team in the development of the Emergency Contact Plan, Risk Assessment and the Discharge/Transition Checklist. Files reviewed during monthly administrative visits at each home shall document the availability of the Emergency Contact Plan and that all other requirements are met at each home.
10. Provide on-site monthly administrative supervision and monitoring to each home.
11. Provide security precautions for protection of neighbors and other community citizens to the extent possible.
12. Provide a structured, specialized environment for members.

13. Provide collaboration and coordination with appropriate community resources, such as local government, parole/probation officers, and law enforcement agencies.

Service Utilization Information (*All Group Homes*)

1. Utilization and authorization of services for each site will be determined based on the collective needs of all of the members at that site and will be revised as needs change. The Qualified Vendor is expected to assist the Division in the process for determining the support level to be authorized for the members living in the home. This process should be a cooperative process that includes input from the Qualified Vendor.
2. The amount of direct care staffing authorized for each residence is determined by assessing the collective needs of all members/residents. The authorized staffing for each residence is documented in the Staffing Matrix. If the needs of the members change, the Qualified Vendor is obligated to initiate the cooperative planning process with the Division's District Program Manager/designee to revise the Staffing Matrix as appropriate.
3. The District Program Manager or designee will approve the Daily Rates schedule for this service.
4. Regularly scheduled absences shall be reflected in the Staffing Matrix.
5. The Qualified Vendor shall notify the District Program Manager or designee of unscheduled absences of a member expected to last more than five (5) consecutive days. Such notice shall be given within forty-eight (48) hours after the member's departure to determine whether the Staffing Matrix needs to be revised.
6. The Qualified Vendor shall notify the member's Support Coordinator of any and all hospitalizations within twenty-four (24) hours of admission, including admission to a behavioral health facility.

Rate Basis (*All Group Homes*)

1. Published. The published rate is based on one (1) hour of direct service.
2. The Qualified Vendor shall submit a claim for payment for each member at the *per diem* rate that reflects the number of residents in the group home and the range of hours provided in a week. The *per diem* rate shall reflect the lesser of (1) the authorized direct service hours documented on the approved Staffing Matrix, or (2) the actual direct service hours delivered. The Qualified Vendor may calculate the claim based on a weekly or monthly average of weekly direct service hours at the end of the month for that month.
3. Throughout the term of the contract, the appropriate billing codes, billing units, and associated billing rules are subject to change. All billing codes and billing units, and associated billing rules will be included in the Division's Policies and Procedures Manual, Billing Manual, *RateBook*, and/or other provider resources made available by the Division.

Direct Service Staff Qualifications *(All Group Homes)*

Direct service staff must meet all of the staff qualifications, training, and responsibilities specified in Arizona Administrative Code (“A.A.C.”) Title 6, Chapter 6, Articles 8 and 15.

Additional Direct Service Staff Qualifications for Community Protection and Treatment Group Homes

Direct service staff must:

4. Have access to either direct or consultative staff resources who have been trained and or possess skills in the following:
 - 4.1 Defining both challenging and desired behaviors in observable and measurable terms;
 - 4.2 Describing several strengths of members as well as needs and how these relate to challenging behaviors;
 - 4.3 Describing the values of the member and how they might contribute to the challenging behaviors;
 - 4.4 Identifying the member’s most effective learning style;
 - 4.5 Involving the member, his/her family, and other supportive people in the member’s life in identifying strengths/needs;
 - 4.6 Identifying the need for the member to have an assessment/reassessment to determine if behavioral health needs are being met;
 - 4.7 Training in the recognition and proper response to inappropriate sexual behavior;
 - 4.8 Ways to develop mutually respectful and trusting relationships while guarding against potentially manipulative behaviors of program participants; and
 - 4.9 Principles of positive behavior support and person-centered planning.
5. The training curriculum shall be available upon request of Division staff. In addition, the Qualified Vendor shall maintain documentation and training records for all direct care staff that provide this service, and shall be available upon request by Division staff.
6. The Qualified Vendor shall ensure that appropriate staff participates in Division-supported forums designed to assist all Community Protection and Treatment providers in the areas of person-centered planning reviews, ongoing staff training aimed at developing competencies in positive behavioral supports and other therapeutic modalities, clinical oversight, and other supportive ventures.

Recordkeeping and Reporting Requirements (*All Group Homes*)

1. The Qualified Vendor shall maintain a copy of the member's planning document, including the risk assessment, on file and make it available to the member/member's representative/ and/or Division upon request.
2. The Qualified Vendor shall submit the teaching strategies that were developed for the member's habilitative outcomes to the member's Support Coordinator for planning team review no later than twenty (20) business days following the initiation of service for a new placement and whenever a new outcome has been identified for the member.
3. The Qualified Vendor shall submit monthly progress reports to the Division and the member/member's representative no later than the tenth (10th) business day following the close of the month unless the member/member's representative has requested not to receive them . The Qualified Vendor shall refer to the Division's Provider Manual for guidance on report due dates and minimum content of the reports.
4. The Qualified Vendor shall maintain on file member attendance reports.
5. The Qualified Vendor shall maintain daily records on file as proof of the number of hours worked by each direct service staff providing direct services to members, e.g., staff time sheets, equivalent documentation, or data system that complies with A.R.S. § 41-132 .
6. The Qualified Vendor shall provide results of all health care appointments to the member's representative monthly.
7. The Qualified Vendor shall ensure that a log of personal belongings of the member served is maintained and continually updated, and available to the Division and the member/member's representative upon request.
8. The Qualified Vendor shall maintain a ledger and documentation (e.g., receipts) that accounts for the expenditures of all member funds used and submit a monthly accounting of expenditures to the member's representative payee.
9. The Qualified Vendor shall maintain data that demonstrates full compliance with all programmatic and contractual requirements of the Department and the Division.

HABILITATION, HOURLY SUPPORT

Service Description

HP16-00

Services provide a variety of interventions designed to maximize the functioning of persons with developmental disabilities. Services may include, but are not limited to: habilitative therapies, special developmental skills, behavior intervention and sensorimotor development.

Services are designed to assist Division members in acquiring, retaining and improving the self-help, socialization and adaptive skills necessary to reside successfully in home and community-based settings. The services include the provision of training in independent living skills or special developmental skills, orientation and mobility training, sensorimotor development, and behavioral management.

Service Requirements and Limitations

1. This service may be provided in the following settings:
 - 1.1 The member's home, or
 - 1.2 A community setting chosen by the member or member's representative.
2. This service shall be provided where the expected skills will be applied.
3. This service shall not be provided while the member is attending day treatment and training.
4. This service shall not be delivered in a service provider's residence unless the residence is also the home of the member receiving the service.
5. This service shall not be provided in a Qualified Vendor owned or leased service site.
6. This service shall not be provided when the member is hospitalized.
7. This service shall not be provided to members living in group homes, vendor supported developmental homes (child or adult), skilled nursing facilities, non-state operated Intermediate Care Facilities ("ICFs"), or Level I or Level II behavioral health facilities.
8. This service shall not supplant services that are available to the member through an educational or vocational mandate.
9. This service is not intended to meet a need for day care.
10. This service is not intended to replace any natural supports available to the member in their home or community. If natural supports become available, the need for this service may be reassessed.

11. This service shall not be provided in conjunction with a daily residential habilitation service.
12. This service shall not be provided in schools or while being transported by the school.
13. This service shall be used to transfer a skill from the trainer to the member and shall not be used for the purpose of supervision.
14. The Arizona Health Care Cost Containment System (“AHCCCS”) Agency with Choice Member-Directed Service Delivery Model/Option.
 - 14.1 The Qualified Vendor shall identify in the Division’s Qualified Vendor Application and Directory System (“QVADS”) whether it is participating in the AHCCCS Agency with Choice member-directed service delivery model (see the AHCCCS website located at www.azahcccs.gov for additional information regarding the AHCCCS Agency with Choice member-directed service delivery model/option).
 - 14.2 The Qualified Vendor accepting a service authorization for Hourly Habilitation Support for a member who has chosen to participate in the AHCCCS Agency with Choice member-directed service delivery option shall participate in the AHCCCS Agency with Choice member-directed service delivery model, shall agree to comply with all AHCCCS rules and policies regarding the Agency with Choice member-directed service delivery model, and shall implement the member’s planning document.
 - 14.3 The Qualified Vendor shall comply with the AHCCCS Agency with Choice member-directed service delivery model requirements and ensure that the direct service staff providing Hourly Habilitation Support is not the member’s individual representative as defined by the AHCCCS Agency with Choice member-directed service delivery model.
 - 14.4 A member participating in the AHCCCS Agency with Choice member-directed service delivery option may request a change in vendors at any time without having to express any reason for the change, notwithstanding Arizona Administrative Code (“A.A.C.”) R6-6-2109(B), (C), and (D).
 - 14.5 The Qualified Vendor that has chosen to participate in the AHCCCS Agency with Choice member-directed service delivery model may be required to provide additional training for the member and/or member’s representative regarding the co-employment relationship as assessed and authorized by the Division. If this is required, the Qualified Vendor shall bill a unique service code as identified by the Division.
 - 14.6 The Qualified Vendor that has chosen to participate in the AHCCCS Agency with Choice member-directed service delivery model may be required to provide additional training for the direct service staff outside of the scope of the required/standard training [i.e., Cardiopulmonary Resuscitation, First Aid, Article 9 (Managing Inappropriate Behaviors), Direct Care Worker, etc.] and in order to meet the unique needs of the

member as assessed and authorized by the Division. If this is required, the Qualified Vendor shall bill a unique service code as identified by the Division.

Service Goals and Objectives

Service Goals

1. To enable the member to acquire knowledge and skills and be a valued member of his/her community based on his/her own choices.
2. To provide training to increase or maintain the member's self-help, socialization, and adaptive skills to live and participate with his/her family in the community.
3. To assist the member in achieving and maintaining a quality of life that promotes the member's vision for the future and priorities.
4. To adjust the dependence on this service as natural supports become available in the member's home and/or community.
5. To encourage and develop the identification and use of natural supports and reduce the need for this paid support.

Service Objectives

The Qualified Vendor shall ensure that the following objectives are met:

1. In accordance with the member's planning document [e.g., Individual Support Plan ("ISP")], develop:
 - 1.1 Individualized and time-limited outcomes that are based on assessment data and input from the member and the member's representative which will allow the member to achieve his/her vision for the future and priorities.
 - 1.2 A specific teaching strategy for each habilitative outcome within twenty (20) business days after initiating service for a new or a continuing placement and whenever a new outcome is identified for the member. The specific teaching strategy for each outcome shall identify the schedule for implementation, the frequency and duration of services, data collection methods, and the steps to be followed to teach the new skill.
 - 1.3 A "home program" which can be routinely implemented by the member/ caregivers in the course of daily living to reinforce the acquisition of skills to achieve outcomes.
 - 1.4 Changes to specific outcome(s) and/or strategies, as agreed upon by the member's planning team, based upon the presence or absence of measurable progress by the member.

2. As identified in the member's planning document, provide training and/or assistance such as:
 - 2.1 Assistance and training related to personal and physical needs and routine daily living skills;
 - 2.2 Implementing strategies to address behavioral concerns, developing behavior support programs, and coordinating with behavioral health programs to ensure proper review of medication treatment plans;
 - 2.3 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;
 - 2.4 Implementing all therapeutic recommendations including speech, occupational, and physical therapy and assisting members in following special diets, exercise routines, or other therapeutic program;
 - 2.5 Mobility training, alternative, or adaptive communication training;
 - 2.6 Opportunities for training and/or practice in basic life skills such as shopping, banking, money management, access and use of community resources, and community survival skills, etc.; and
 - 2.7 Assisting members in utilizing community transportation resources to support the member in all daily living activities (e.g., day treatment and training, employment situation, medical appointments, visits with family and friends, and other community activities) as identified within the member's planning document.
3. 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 members served.
4. As identified in the member's planning document, provide training and/or assistance to the member/member's representative to increase and/or maintain targeted skill acquisition of the member.
 - 4.1 With input from the member, the member's representative and other people important to the member develop strategies for habilitative outcomes that can be carried out in context of the member's daily routine.
 - 4.2 Communicate with the member/member's representative regarding how the plan is working when direct service staff is not present.

Service Utilization Information

1. Typical utilization of this form of habilitation is one (1) to two (2) hours per day. Careful assessment for the amount of habilitative training is critical. Holistic evaluation of all other activities in the member's day, including school, attendant care, and respite is necessary. A day program may be a better alternative for increasing socialization and community participation.
2. The member's planning team shall decide, prior to the delivery of services, who and how service delivery will be monitored.
3. This service is not intended to be used for the sole purpose of transportation but may be used to provide incidental transportation necessary to support the member's program activities.

Rate Basis

1. Published. The published rate is based on one (1) hour of direct service.
2. Throughout the term of the contract, the appropriate billing codes, billing units, and associated billing rules are subject to change. All billing codes and billing units, and associated billing rules will be included in the Division's Policies and Procedures Manual, Billing Manual, *RateBook*, and/or other provider resources made available by the Division.

Direct Service Staff Qualifications

1. Direct service staff shall:
 - 1.1 Have at least three (3) months experience implementing and documenting performance in individual programs (e.g., specific training strategies);
 - 1.2 Have both three (3) months experience in providing either respite or personal care and have received training, approved by the Division, in implementing and documenting performance; or
 - 1.3 Perform three (3) months of habilitation services under the direct supervision of an individual who is qualified to provide habilitation as described above.
2. Direct service staff shall not be the member's individual representative (as defined by the AHCCCS Agency with Choice member-directed service delivery model) when the member chooses the AHCCCS Agency with Choice member-directed service delivery option.

Recordkeeping and Reporting Requirements

1. The Qualified Vendor shall submit the teaching strategies developed for the member's habilitative outcomes to the member's Support Coordinator for planning team review no later

than twenty (20) business days following the initiation of service and whenever a new outcome has been identified for the member.

2. The Qualified Vendor shall submit quarterly individualized progress reports on the member to the Division and the member/member's representative unless the member/member's representative has requested not to receive them. The quarter is based on the calendar year and the reports are due no later than the fifteenth (15) day following the end of the quarter. The Qualified Vendor shall refer to the Division's Provider Manual for guidance on report due dates and minimum content of the reports.
3. The Qualified Vendor shall maintain daily records on file as proof of the number of hours worked by each direct service staff providing direct service to members.
 - 3.1 Each time sheet, equivalent document, or data system must contain the original signature or other independent verification (that complies with A.R.S. § 41-132) of the member/member's representative after service delivery confirming the hours worked. Proof of hours worked must be signed or verified by the member/member's representative before the Qualified Vendor submits the claim for payment.
4. The Qualified Vendor shall maintain data that demonstrates full compliance with all programmatic and contractual requirements of the Department and the Division.

HABILITATION, INDIVIDUALLY DESIGNED LIVING ARRANGEMENT

Service Description

HP16-00

Services provide a variety of interventions designed to maximize the functioning of persons with developmental disabilities. Services may include, but are not limited to: habilitative therapies, special developmental skills, behavior intervention and sensorimotor development.

Service Requirements and Limitations

1. This service shall provide for an alternative, non-licensed residential living situation for Division members to choose where and with whom he/she will live and assume all responsibility for his/her residence. Generally, one (1) or more members reside together in a private residence that is leased or owned by the member(s) and/or the member(s) representative. The focus of this service is to provide habilitative supports to these members based on the collective need for direct staff support to eligible members who have chosen to reside together and share their resources.
2. This service shall not be provided when the member is hospitalized.
3. This service may be authorized by the hour or by the day. A day begins at 12:00 a.m. (midnight) and ends at 11:59 p.m. on the same calendar day. When the service is authorized on a daily basis, the Qualified Vendor shall only bill for an individual who is present at 11:59 p.m.
4. The Arizona Health Care Cost Containment System ("AHCCCS") Agency with Choice Member-Directed Service Delivery Model/Option.
 - 4.1 The Qualified Vendor shall identify in the Division's Qualified Vendor Application and Directory System ("QVADS") whether it is participating in the AHCCCS Agency with Choice member-directed service delivery model for the service of Individually Designed Living Arrangement Hourly Habilitation. The service of Individually Designed Living Arrangement Daily Habilitation is not included in the AHCCCS Agency with Choice member-directed service delivery model. (See the AHCCCS website located at www.azahcccs.gov for additional information regarding the AHCCCS Agency with Choice member-directed service delivery model/option.)
 - 4.2 The Qualified Vendor accepting a service authorization for Hourly Individually Designed Living Arrangement Hourly Habilitation for a member who has chosen to participate in the AHCCCS Agency with Choice member-directed service delivery option shall participate in the AHCCCS Agency with Choice member-directed service delivery model, shall agree to comply with all AHCCCS rules and policies regarding the Agency with Choice member-directed service delivery model, and shall implement the member's planning document.

- 4.3 The Qualified Vendor shall comply with the AHCCCS Agency with Choice member-directed service delivery model requirements and ensure that the direct service staff providing Hourly Individually Designed Living Arrangement Hourly Habilitation is not the member's individual representative as defined by the AHCCCS Agency with Choice member-directed service delivery model.
- 4.4 A member participating in the AHCCCS Agency with Choice member-directed service delivery option may request a change in vendors at any time without having to express any reason for the change, notwithstanding R6-6-2109(B), (C), and (D).
- 4.5 The Qualified Vendor that has chosen to participate in the AHCCCS Agency with Choice member-directed service delivery model may be required to provide additional training for the member and/or member's representative regarding the co-employment relationship as assessed and authorized by the Division. If this is required, the Qualified Vendor shall bill a unique service code as identified by the Division.
- 4.6 The Qualified Vendor that has chosen to participate in the AHCCCS Agency with Choice member-directed service delivery model may be required to provide additional training for the direct service staff outside of the scope of the required/standard training [i.e., Cardiopulmonary Resuscitation, First Aid, Article 9 (Managing Inappropriate Behaviors), Direct Care Worker, etc.] and in order to meet the unique needs of the member as assessed and authorized by the Division. If this is required, the Qualified Vendor shall bill a unique service code as identified by the Division.

Service Goals and Objectives

Service Goals

1. To provide a broad array of support services to promote the physical, emotional, and mental well-being of the member(s).
2. To enable each member to acquire knowledge and skills and be a valued member of his/her community based on his/her own choices.
3. To provide training and supervision to each member to increase or maintain his/her self-help, socialization, and adaptive skills to live and participate in the community.
4. To develop positive relationships for the member in their community.
5. To facilitate and support the utilization of opportunities for members to interact with family, friends, and others in the community, including providing information regarding and facilitating access to community resources.
6. To assist the member in achieving and maintaining a quality of life that promotes the member vision for the future and priorities.

7. To assure the health and safety of each resident member.

Service Objectives

The Qualified Vendor shall ensure the following objectives are met:

1. In accordance with each member's planning document [e.g., Individual Support Plan ("ISP")], develop:
 - 1.1 Habilitation-related outcomes based on assessment data and input from the member and the member's representative(s) which will allow the member to achieve his/her long term vision for the future and priorities.
 - 1.2 A specific teaching strategy for each habilitative outcome within twenty (20) business days following the initiation of service for a new or a continuing placement and whenever a new outcome has been identified for the member. The specific teaching strategy for each outcome shall include the schedule for implementation, frequency of services, data collection methods, and the steps to be followed to teach the new skill.
 - 1.3 Changes to specific outcome(s) and/or strategies in collaboration with the member, based upon the presence or absence of measurable progress by the member, to present to the planning team (e.g., ISP team) for agreement.
2. As identified in each member's planning document, provide a broad array of support services, such as:
 - 2.1 Assistance and training related to personal and physical needs and routine daily living skills;
 - 2.2 Implementing strategies to address behavioral concerns, developing behavior support programs, and coordinating with behavioral health programs to ensure proper review of medication treatment plans;
 - 2.3 Facilitating to ensure 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; and reporting any significant risk to the member's health and safety to the member's planning team;
 - 2.4 Facilitating and supporting the implementation of all therapeutic recommendations including speech, occupational, and physical therapy, and assisting members in following special diets, exercise routines, or other therapeutic programs;
 - 2.5 Encouraging, facilitating, and supporting mobility training, and alternative or adaptive communication training, as needed;
 - 2.6 Providing general oversight or supervision as identified in the planning document ; and

- 2.7 Encouraging, supporting, and assisting the member(s) to take full advantage of opportunities for training and/or practice in basic life skills such as shopping, banking, money management, access and use of community resources, and community survival skills.
3. Encourage, support, and assist members to maintain, or enhance independent functioning skills for each member in sensorimotor areas, cognition, personal grooming, hygiene, dressing, eating, toileting, self-medication and first aid, recognizing symptoms of illness, and preventing accidents and illnesses.
4. Encourage and support each member to develop relationships, both acquaintances (e.g., the local bank teller, the local pharmacist, the regular bus driver) and friends of his/her choice. Encourage, mentor, and model appropriate assertiveness, social skills, and problem solving abilities for use in daily interactions.
5. Encourage and support each member to participate in community activities, develop relationships with others in their community, and to utilize public and community resources.
6. Assist the members in developing strategies for needed access to their community. Each member may participate in a variety of daily living activities, e.g., day treatment and training, employment situations, medical appointments, visits with family and friends and other community activities. Promote, as appropriate, the acquisition of skills necessary to access community transportation resources. Staff time utilized for assisting members to access their community is considered direct service time.

Service Utilization Information

Utilization and authorization of service level for each residence is determined by assessing the collective needs of all of the members at the residence. If residences are in close proximity (such as an apartment complex) allowing for the sharing of staffing resources, determination of collective needs may include all the members sharing support and is revised as needs change; the authorization is distributed accordingly. The Qualified Vendor is expected to assist the Division in the process for determining the service level to be authorized for the members living at the residence. This process should be a cooperative one that includes input from the Qualified Vendor. This agreement shall be approved by the Division's District Program Manager or designee.

Rate Basis

1. Published. The published rate is based on one (1) hour of direct service or one day of direct service as identified in the Division's RateBook.
2. Throughout the term of the contract, the appropriate billing codes, billing units, and associated billing rules are subject to change. All billing codes and billing units, and

associated billing rules will be included in the Division's Policies and Procedures Manual, Billing Manual, *RateBook*, and/or other provider resources made available by the Division.

Direct Service Staff Qualifications

Direct service staff must:

1. Have at least three (3) months experience implementing and documenting performance in individual programs (specific training strategies);
2. Have both three (3) months experience in providing either respite or personal care and have received training, approved by the Division, in implementing and documenting performance; or
3. Perform three (3) months of habilitation services under the direct supervision of an individual who is qualified to provide habilitation as described above.
4. Direct service staff shall not be the member's individual representative (as defined by the AHCCCS Agency with Choice member-directed service delivery model) when the member chooses the AHCCCS Agency with Choice member-directed service delivery option.

Recordkeeping and Reporting Requirements

1. The Qualified Vendor shall maintain a copy of the planning document on file and readily available for direct care staff's reference, and to the member/member's representative and Division staff upon request.
2. The Qualified Vendor shall submit the teaching strategies that were developed for the member's habilitative outcomes to the member's Support Coordinator for planning team review no later than twenty (20) business days following the initiation of service for a new placement and whenever a new outcome has been identified for the member.
3. The Qualified Vendor shall adhere to the requirements of "non-provision of service" as required by Division policy (see Section 5, *Service Requirements/Scope of Work*, of the Qualified Vendor Agreement).
4. The Qualified Vendor shall submit quarterly individualized progress reports on the member to the Division and the member/member's representative unless the member/member's representative has requested not to receive them. The quarter is based on the calendar year and the reports are due no later than the fifteenth (15) day following the end of the quarter. The Qualified Vendor shall refer to the Division's Provider Manual for guidance on report due dates and minimum content of the reports
5. The Qualified Vendor shall maintain daily records on file as proof of the number of hours worked by each direct service staff providing direct services to members.

- 5.1 Each time sheet, equivalent document, or data system must contain the original signature or other independent verification (that complies with A.R.S. § 41-132) of the member/member's representative or agency representative after service delivery confirming the hours worked. Proof of hours worked must be signed or verified by the member/member's representative or agency representative before the Qualified Vendor submits the claim for payment.
6. The Qualified Vendor shall maintain data that demonstrates full compliance with all programmatic and contractual requirements of the Department and the Division.

HABILITATION, MUSIC THERAPY

Service Description

HP16-00

Services provide a variety of interventions designed to maximize the functioning of persons with developmental disabilities. Services may include, but are not limited to: habilitative therapies, special developmental skills, behavior intervention and sensorimotor development.

This service is provided in response to outcomes identified by the Division member's planning team [e.g., Individual Support Plan ("ISP") team] which may be achieved through the utilization of music as a modality. This service may only be provided by a Board Certified Music Therapist ("MT-BC").

Service Requirements and Limitations

1. This service may be provided in the following settings:
 - 1.1 The member's home, or
 - 1.2 The member's community.
2. This service shall not be provided while the member is attending day treatment and training.
3. This service shall not be provided when the member is hospitalized.
4. This service shall not be provided in conjunction with a daily habilitation service (i.e., group home, developmental home, daily individually designed living arrangement).

Service Goals and Objectives

Service Goals

Facilitate the removal of barriers related to social interaction and independent functioning through the techniques available from a music therapist.

Service Objectives

The Qualified Vendor shall ensure the following objectives are met:

1. Conduct an assessment of the member's strengths and needs concentrating on the concerns identified by the ISP. Areas of testing may include but are not limited to: social interactions, language, speech and communication skills, sensory-motor skills, sensory perception, cognitive function and skills to manage emotional expression.
2. In accordance with the member's planning document, assist in developing:

- 2.1 Individualized, time-limited outcomes that are based on assessment data and input from the member and the member's representative that will allow the member to achieve his/her vision for the future and priorities.
- 2.2 A specific training strategy for each habilitative outcome within twenty (20) business days following the initiation of service for a new or a continuing placement and whenever a new outcome has been identified for the member. The specific teaching strategy for each outcome shall identify the schedule for implementation, frequency of services, data collection methods, and the steps to be followed to teach the new skill.
- 2.3 Changes to specific/outcome(s) and/or strategies, as agreed upon by the member's planning team, based upon the presence or absence of measurable progress by the member.
3. With input from the member, the member's representative, and other people important to the member, and as identified in the planning document, provide training and/or assistance to the caregiver(s) to carry out habilitative outcomes in the context of the member's daily routine.
4. Based upon the presence or absence of measurable progress, make changes to specific training objective/outcome(s) and/or strategies, as agreed upon by the planning team.
5. Each Board Certified Music Therapist ("MT-BC") is trained and oriented to implement the planning document and applicable behavioral plan for the member, and follows the protocols for responding and reporting incidents to the Division.

Service Utilization Information

1. Typical usage is one (1) hour per week.
2. The planning team shall decide, prior to the delivery of services, who and how service delivery will be monitored.

Rate Basis

1. Published. The published rate is based on one (1) hour of direct service.
2. Throughout the term of the contract, the appropriate billing codes, billing units, and associated billing rules are subject to change. All billing codes and billing units, and associated billing rules will be included in the Division's Policies and Procedures Manual, Billing Manual, *RateBook*, and/or other provider resources made available by the Division.

Direct Service Staff Qualifications

Direct service staff must:

1. Have, at a minimum, a Bachelor of Science degree, Bachelor of Art degree in Music Therapy, or a Bachelor of Music degree;
2. Have completed all educational and clinical training requirements as required by the American Music Therapy Association inclusive of a six (6) month internship at an approved site as well as pre-clinical hours completed during their academic coursework; and
3. Currently hold the credential of Board Certified Music Therapist (“MT-BC”) as issued by the Certification Board for Music Therapists.

Recordkeeping and Reporting Requirements

1. The Qualified Vendor shall submit the teaching strategies developed for the member’s habilitative outcomes to the member’s Support Coordinator for planning team review no later than twenty (20) business days after the initiation of service and whenever a new outcome has been identified for the member.
2. The Qualified Vendor shall submit quarterly individualized progress reports on the member to the Division and the member/member’s representative unless the member/member’s representative has requested not to receive them. The quarter is based on the calendar year and the reports are due no later than the fifteenth (15) day following the end of the quarter. The Qualified Vendor shall refer to the Division’s Provider Manual for guidance on report due dates and minimum content of the reports
3. The Qualified Vendor shall maintain daily records on file as proof of the number of hours worked by each direct service staff providing direct service to members.
 - 3.1 Each time sheet, or equivalent document, or data system must contain the original signature or other independent verification (that complies with A.R.S. § 41-132) of the member/member’s representative after service delivery confirming the hours worked. Proof of hours worked must be signed or verified by the member/member’s representative before the Qualified Vendor submits the claim for payment.
4. The Qualified Vendor shall maintain data that demonstrates full compliance with all programmatic and contractual requirements of the Department and the Division.

HABILITATION, NURSING SUPPORTED GROUP HOME

Service Description

HP16-00

Services provide a variety of interventions designed to maximize the functioning of persons with developmental disabilities. Services may include, but are not limited to: habilitative therapies, special developmental skills, behavior intervention and sensorimotor development.

The focus of this residential service is to meet the needs of Division members that require continuous nursing intervention and/or nursing oversight. Nursing support is to be scheduled in this group home on a 24/7 basis. The need for this level of nursing intervention will be determined by an assessment by the Division's Health Care Services Manager or designee. Direct service staff that does not possess nursing credentials will have primary responsibility for carrying out habilitative outcomes that do not require nursing.

Service Requirements and Limitations

1. This service shall be provided to members in a residential setting that typically serves four (4) to six (6) members who require regular nursing intervention and/or oversight, each of whom has a twenty-four (24) hour planned and defined schedule of nursing responsibilities. In addition, all supplies and equipment in support of nursing intervention and/or oversight must be on hand at the setting.
2. This service is not appropriate for members who have only an unplanned intermittent need for nursing.
3. This service shall not be provided when the member is hospitalized.
4. The Qualified Vendor providing this service shall have applied for and been awarded the service of Room and Board, All Group Homes, and shall at all relevant times be providing the service of Room and Board, All Group Homes.
5. This service is authorized for the day. A day begins at 12:00 a.m. (midnight) and ends at 11:59 p.m. on the same calendar day. The Qualified Vendor shall only bill for a member who is present at 11:59 p.m.
6. The Qualified Vendor shall not be relieved of its obligation to continue to serve a member when the needs of that member change and a reasonable accommodation can be made by the Qualified Vendor (e.g., staff training, environmental modification).
 - 6.1 When the member's needs change, the Qualified Vendor shall send written notice by email or facsimile to the member's Support Coordinator promptly [within one (1) business day] of the occurrence of any change. The Qualified Vendor shall be obligated to initiate a cooperative planning process with the planning team to update

and revise the member's planning document. The Division's Health Care Services staff will be involved when the change in need is medical in nature.

7. Transportation of the members to school, day programs, and employment services shall be the responsibility of the residential habilitation provider. Other reasonable transportation within the community for the members is also the responsibility of the residential habilitation provider, including fees associated with transportation.
8. The Qualified Vendor shall meet the requirements of Arizona Administrative Code ("A.A.C.") Title 6, Chapter 6, Article 8.

Service Goals and Objectives

Service Goals

1. To provide a broad array of support services to promote the physical, emotional, and mental well-being of the member.
2. To enable the member to acquire knowledge and skills and participate in his/her community based on his/her own choices.
3. To provide training and supervision for the member to increase or maintain his/her self-help, socialization, and adaptive skills.
4. To develop positive relationships with others for the member.
5. To provide opportunities for the members to interact with others in the community including providing information regarding and facilitating access to community resources.
6. To assist the member in achieving and maintaining a quality of life that promotes the member's vision of the future and priorities.
7. To assure the health and safety of all residents, including during transportation.

Service Objectives

The Qualified Vendor shall ensure that the following objectives met:

1. In accordance with each member's planning document [e.g., Individual Support Plan ("ISP")], develop :
 - 1.1 Habilitation-related service outcomes for the member based on assessment data and input from the member and the member's representative(s) that will allow the member to achieve his/her vision for the future and priorities.

- 1.2 A specific teaching strategy for each habilitative outcome within twenty (20) business days after initiation of service for a new or a continuing placement and whenever a new outcome is identified for the member. The specific teaching strategy for each outcome shall identify the schedule for implementation, frequency of services, data collection methods, and the steps to be followed to teach the new skill.
 - 1.3 Changes to specific outcome(s) and/or strategies, as agreed upon by the member's planning team, based upon the presence or absence of measurable progress by the member.
2. As identified in each member's planning document, provide a broad array of support services such as:
 - 2.1 Assistance and training related to personal and physical needs and routine daily living skills.
 - 2.2 Implementing strategies to address behavioral concerns about the member, developing behavior support programs, and coordinating with behavioral health programs to ensure proper review of medication treatment plans.
 - 2.3 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.
 - 2.4 Implementing all therapeutic recommendations for the member, including speech, occupational, physical therapy and assisting the member in following special diets, exercise routines, or other therapeutic programs.
 - 2.5 Mobility training, alternative, or adaptive communication training, as needed.
 - 2.6 General supervision to the member.
 - 2.7 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 survival skills.
3. Develop, maintain, or enhance independent functioning skills for each member in sensorimotor areas, cognition, personal grooming, hygiene, dressing, eating, toileting, self-medication and first aid, recognizing symptoms of illness, and preventing accidents and illnesses.
4. Assist each member in developing methods of starting and maintaining friendships of his/her choice, as well as appropriate assertiveness, social skills, and problem solving abilities for use in daily interactions.

5. Provide opportunities for each member to participate in community activities and facilitate members' utilization of community resources.
6. Arrange and plan for transportation to support each member in all daily living activities, e.g., day treatment and training, employment situations, medical appointments, visits with family and friends, and other community activities. Promote, as appropriate, each member's acquisition of skills necessary to access community transportation resources.
7. Develop, at a minimum, a monthly on-site/community integrated schedule of daily activities for each member(s) and document member's direct input into the schedule. Daily activities and schedules are to be based on member choice, developmental level, planning document goals, and enrichment of life experiences. Allow for reasonable choice by members in activity participation and offer alternative activities. This schedule shall be available to members, member representatives, or others upon request.
8. Play an active role in ensuring that services for members are complementary with other involved entities, including day treatment and training providers, health care providers, and schools and are coordinated to meet the needs of the members served.
9. Ensure that needs which require nursing support are appropriately prescribed by a qualified and licensed physician and that all professional nursing tasks are provided in accordance with the Arizona Nurse Practice Act, including the required supervision of Licensed Practical Nurses ("LPNs"). The Nurse Practice Act is comprised of both statutes and rules [Arizona Revised Statutes ("A.R.S.") § 32-1602 *et seq.*; Arizona Administrative Code ("A.A.C.") Title 4, Chapter 19].

Service Utilization Information

1. Utilization and authorization for this service will be determined based on the member's need for this particular service. The service may be revised as needs change. The Qualified Vendor is expected to reach an agreement as to the full direct service (including nursing support) supporting the site based upon the collective needs of all the residents. This process shall be a collaborative one that includes input from the Qualified Vendor, Division's District Program Management, and the Division's Health Care Services.
2. Prior to initiation of this service and at least annually thereafter (and more frequently if required by the Division), a nursing support assessment shall be performed by the Division's Health Care Services. Initial authorization and/or continuation of this service may also depend on the Arizona Health Care Cost Containment System's ("AHCCCS") approval of the cost-effectiveness plan.
3. The Qualified Vendor shall ensure sufficient staff is provided for the health and safety of each resident.

4. The Qualified Vendor shall notify the Division of any and all members who are hospitalized within twenty-four (24) hours of admission. This includes members who are admitted to behavioral health facilities.

Rate Basis

1. Published. The published rate is based on one (1) day of direct service.
2. Throughout the term of the contract, the appropriate billing codes, billing units, and associated billing rules are subject to change. All billing codes and billing units, and associated billing rules will be included in the Division's Policies and Procedures Manual, Billing Manual, *RateBook*, and/or other provider resources made available by the Division.

Direct Service Staff Qualifications

1. Nonprofessional direct service staff shall:
 - 1.1 Meet all of the staff qualifications, training, and responsibilities specified in Arizona Administrative Code ("A.A.C.") Title 6, Chapter 6, Articles 8 and 15.
2. Professional direct service staff shall:
 - 2.1 Be licensed and trained in accordance with Arizona law and rules (e.g., Nurse Practice Act) to perform the skilled tasks and duties necessary to provide nursing support;
 - 2.2 Be supervised as required by Arizona law and rules (e.g., Nurse Practice Act); and
 - 2.3 Obtain and maintain necessary prescribing healthcare provider prescriptions and orders.

Recordkeeping and Reporting Requirements

1. The Qualified Vendor shall maintain a copy of the member's planning document, including the risk assessment, on file and make it available to the member/member's representative and to the Division upon request.
2. The Qualified Vendor shall submit the teaching strategies that were developed for the member's habilitative outcomes to the member's Support Coordinator for planning team review no later than twenty (20) business days following the initiation of service for a new placement and whenever a new outcome has been identified for the member.
3. The Qualified Vendor shall submit monthly individualized progress reports on the member no later than the tenth (10th) business day following the close of the month to the Division and the member/member's representative unless the member/member's representative has requested not to receive them. The Qualified Vendor shall refer to the Division's Provider Manual for guidance on report due dates and minimum content of the reports.

4. The Qualified Vendor shall maintain on file member attendance reports.
5. The Qualified Vendor shall maintain daily records on file as proof of the number of hours worked by each direct service staff providing direct services to members, e.g. staff time sheets, equivalent document, or data system that complies with A.R.S. § 41-132 .
6. The Qualified Vendor shall provide results of all health care appointments to the member's representative monthly.
7. The Qualified Vendor shall ensure a log of personal belongings of members served is maintained and continually updated, and made available to the Division, the member, and the member's representative upon request.
8. The Qualified Vendor shall maintain a ledger that accounts for the expenditure of all member funds used and submit a monthly accounting of expenditures to the member's representative payee.
9. The Qualified Vendor shall maintain documentation that demonstrates full compliance with all programmatic and contractual requirements of the Department and the Division.

HABILITATION, SPECIALIZED BEHAVIOR

Service Description

HP16-00

Services provide a variety of interventions designed to maximize the functioning of persons with developmental disabilities. Services may include, but are not limited to: habilitative therapies, special developmental skills, behavior intervention and sensorimotor development.

This service provides behavioral supports pursuant to a positive behavioral supports plan that assists a consumer to remain in his/her home or the home of their family and to participate in community activities by strengthening the skills of their caregivers. This service contemplates the utilization of the consultative model and the meaningful involvement of caregivers.

Service Requirements and Limitations

1. This service may be provided in the following settings:
 - 1.1. The consumer's home, or
 - 1.2. At the consumer's activity sites, or
 - 1.3. A community setting chosen by the consumer or consumer's representative.
2. This service shall not be provided when the consumer is hospitalized.
3. This service shall not be provided to consumers living in group homes, vendor supported developmental homes (child or adult), skilled nursing facilities, non-state operated ICFs/MR, or Level I or Level II behavioral health facilities.
4. This service shall not be provided in schools or in transit to schools.
5. The plan for this service must include:
 - 5.1 Criteria for reassessment;
 - 5.2 Criteria for fading as appropriate;
 - 5.3 The potential for developing and maintaining self-help, socialization and adaptive Skills;
 - 5.4 Respect for the consumer's preferences, favorite activities, and their lifestyle choices, etc.;
 - 5.5 The development of useful techniques and facilitating the use of these techniques by caregivers for the consumer's benefit; and

5.6 The development of techniques, as appropriate, for increasing the consumer's social skills and ability to interact with others.

6. The Qualified Vendor shall ensure that each direct care staff is fully able to implement the Individual Support Plan (ISP) and applicable behavioral plan for the consumer, and follows the protocols for handling and reporting incidents to the Division.

Service Goals and Objectives

Service Goals:

To provide an improved quality of life for the consumer by assisting him/her in living in their own home or family home by the teaching of alternative methods of responding to stressors and other sources of challenging behavior.

For Master's-level service providers only:

1. To assist ISP teams and family members in managing challenging behaviors through a thorough understanding of the purpose and function of a behavior.
2. To develop a positive behavioral supports plan derived from a behavioral assessment.

For Bachelor's-level service providers only:

1. To implement the strategies of a positive behavioral supports plan.

Service Objectives for Master's-level service providers:

The Qualified Vendor shall ensure that the following objectives/outcomes are met:

1. Conduct a functional analysis of a challenging behavior.
2. Develop with the ISP team and family members a positive behavioral supports plan.
3. Model the implementation of the plan for family members and/or direct service staff, including the teaching of alternative or replacement behavior.
4. Train family members and/or direct service staff in the plan and monitor their usage of the plan.
5. Assist the ISP team in acquiring the needed approvals of the plan by the applicable Human Rights Committee and Program Review Committee pursuant to the Division's administrative rules (Arizona Administrative Code R6-6-903 and subsequent amendments) and Division policy, including any subsequent revisions.

6. Review data with the ISP team members and other interested parties as to the success of the plan.
7. Provide follow-up consultation to ensure proper implementation of the plan and revise the plan as needed.

Service Objectives for Bachelor's-level service providers:

The Qualified Vendor shall ensure that the following objectives/outcomes are met:

1. Participate with the ISP team and family in the implementation of a positive behavioral supports plan.
2. Model the implementation of the plan for family members and/or direct service staff, including the teaching of alternative or replacement behavior.
3. Train family members and/or direct service staff in the plan and monitor their usage of the plan.
4. Review data with the ISP team members and other interested parties, as to the success of the plan.
5. Provide follow-up consultation to ensure proper implementation of the plan and revise the plan as needed.

Service Utilization Information

1. All interventions shall be based on the principles of learning alternative behaviors.
2. All interventions shall respect the rights and dignity of the consumer.
3. All interventions shall be based as much as possible on positive behavior supports and the consumer's ability to self-manage when supported.
4. All services shall be delivered in strict compliance with the provisions of Title 6, Chapter 6, Article 9 "Managing Inappropriate Behaviors" of the Arizona Administrative Code and Chapter 1600 of the Division's Policies and Procedures Manual, including subsequent amendments/revisions.

Master's-level service providers:

All interventions recommended shall be based on the assessed function of the challenging behavior(s).

Bachelor's-level service providers:

All implemented interventions shall be based on the recommendations of the positive behavioral supports plan.

Rate Basis

Published. The published rate is based on one (1) hour of direct service. Throughout the term of the contract, the appropriate billing codes, billing units, and associated billing rules are subject to change. All billing codes and billing units, and associated billing rules will be included in the Division's Policies and Procedures Manual, Billing Manual, *RateBook*, and/or other provider resources made available by the Division.

Direct Service Staff Qualifications

Direct service staff must:

1. Have successfully completed the following:
 - 1.1. Client Intervention Training (CIT) from a CIT trainer;
 - 1.2. Training required by Article 9 Chapter 6 Title 6 A.A.C., including subsequent amendments, from a certified trainer, and
 - 1.3. Person-Centered Planning training as approved by the Division.
2. The Qualified Vendor will have on file documentation of required certification for each direct service staff providing this service, including both training and licensing requirements.

For Bachelor's-level service providers have at a minimum:

1. A Bachelor's degree in psychology, behavior analysis, social work, education, special education, child development or counseling and two (2) years of full-time experience in behavioral therapy, behavioral modification or behavioral analysis (implementing positive behavior support plans), or
2. A Bachelor's degree in an alternative discipline and five (5) years of full-time experience in behavioral therapy, behavioral modification or behavioral analysis (implementing positive behavior support plans) or
3. Certification as a Board Certified Associate Behavior Analyst.

For Master's-level service providers have at a minimum:

1. A license to practice psychology in the state of Arizona, or
2. A Master's degree in behavior analysis, psychology, special education, or related field, and
3. 15 (fifteen) hours of graduate level coursework in behavior analysis, and
4. Six (6) months of full-time, supervised employment (internship/practicum) in behavior analysis under the supervision [minimum equivalent one (1) hour per week] of a certified behavior analyst (implementing, developing, revising behavior support plans), or
5. Certification as a Board-Certified Behavior Analyst

Recordkeeping and Reporting Requirements

1. The Qualified Vendor shall provide quarterly progress notes to the support coordinator and the service provider that developed the positive behavioral supports plan including graphic data analyses indicating progress at accomplishing objectives/outcomes within thirty (30) days after the close of the quarter.
2. The Qualified Vendor must maintain on file proof of hours worked by their direct services staff, e.g., staff time sheet. Each time sheet or equivalent document must be signed by the consumer/family/consumer's representative as verification of hours served. In addition, the Qualified Vendor must submit a monthly statement of billed activity to the consumer/family/consumer's representative and to the support coordinator.
3. The Qualified Vendor shall maintain data that demonstrates full compliance with all programmatic and contractual requirements of the Department and the Division.

HABILITATION, VENDOR SUPPORTED DEVELOPMENTAL HOME (CHILD AND ADULT)

Service Description

HP16-00

Services provide a variety of interventions designed to maximize the functioning of persons with developmental disabilities. Services may include, but are not limited to: habilitative therapies, special developmental skills, behavior intervention and sensorimotor development.

This service provides for the recruitment of developmental home providers; home studies; technical assistance, monitoring, support, and oversight of developmental home providers; and recommendation of licensing/re-licensing and/or certification of child and adult developmental home providers or child developmental certified home. For the purposes of this service specification developmental home provider includes both licensed developmental home providers or child developmental certified homes.

Service Requirements and Limitations

1. This service shall be provided to a Division member who resides in a licensed developmental home (child or adult) that is operated by a subcontractor to the Qualified Vendor.
 - 1.1 An owner or primary interest in a Qualified Vendor Agency may only act as a licensed Developmental Home Provider pursuant to a subcontract with another qualified vendor.
 - 1.2 A Qualified Vendor may not delegate, assign, or subcontract the following services: recruitment of developmental home providers; home studies; technical assistance, monitoring, support, and oversight of developmental home providers; and recommendation of licensing/re-licensing and/or certification of child and adult developmental homes unless the Division has provided its written consent to such delegation, assignment, or subcontract.
 - 1.3 The Qualified Vendor may not enter into agreements with family members of the owner or primary interest or any employee of the Qualified Vendor (or of the principals or employees of the Qualified Vendor, if the Qualified Vendor is a corporation or other entity) for the provision of Developmental Home services. For purposes of this section, "family members" means any relative as defined in the Division's Operations Policy Manual, Policy 3001 - Family Members as Paid Providers, regardless of whether the manual would permit those family members to be paid providers. If the Qualified Vendor has entered into such an agreement prior to September 1, 2014, the Qualified Vendor may continue to perform that agreement during the term of this Qualified Vendor Agreement notwithstanding the prior sentence.

- 1.4 The Qualified Vendor may not enter into an agreement with an applicant for Developmental Home services if the applicant is employed or subcontracted by the Qualified Vendor, contracts (for other Division services) with the Qualified Vendor or is the guardian of a member who will be receiving Developmental Home services in the applicant's home. If prior to September 1, 2014, the Qualified Vendor has entered into such an agreement, the Qualified Vendor may continue to perform that agreement during the term of this Qualified Vendor Agreement notwithstanding the prior sentence.
 - 1.5 This relationship shall be documented in accordance with Division requirements (see Developmental Home Third Party Agreement in Section 9, Attachment F, of the Qualified Vendor Agreement).
2. This service shall not be provided when the member is hospitalized.
3. The Qualified Vendor shall ensure that the member who is authorized for this service receives services twenty-four (24) hours each day, including those times when the Developmental Home Provider is being relieved by the Qualified Vendor.
4. The Qualified Vendor is not relieved of its obligation to continue to serve a member if the needs of that member change and a reasonable accommodation can be identified by the planning team for the current home and coordinated by the Qualified Vendor (e.g., staff training, durable medical equipment).
 - 4.1 When the member's needs change, the Qualified Vendor shall send written notice to the member's Support Coordinator within one (1) business day of the occurrence of any change. The Qualified Vendor shall initiate a cooperative planning process with the planning team to update and revise the member's planning document.
5. This service is authorized for the day. A day begins at 12:00 a.m. (midnight) and ends at 11:59 p.m. on the same calendar day.
6. The Qualified Vendor shall ensure that licensing worker(s) and supervisor(s) of the Qualified Vendor shall be trained and able to perform their duties as outlined in the Developmental Home Services policy located in the Division's Provider Manual, including recommendations for initial licensing, renewal of licensing, monitoring, and administration of developmental homes or certified foster homes.
7. Licensing worker(s) and supervisor(s) shall have the minimum education and experience as listed in the Developmental Home Services policy located in the Division's Provider Manual.

8. Licensing workers may not be responsible for more than twenty (20) licensed homes for training, technical assistance, and monitoring.
9. The Qualified Vendor providing this service shall have applied for and been awarded the service of Room and Board, Vendor Supported Developmental Home (Child and Adult), and shall at all relevant times be providing the service of Room and Board, Vendor Supported Developmental Home.
10. The Qualified Vendor shall ensure that its developmental homes are licensed.
11. Licensing worker(s) and supervisor(s) of the Qualified Vendor shall be familiar with applicable laws and rules as required by the Developmental Home Services policy located in the Division's Provider Manual.
12. Transportation to employment, day treatment and training, medical appointments, visits with family and friends, when necessary school, and other community activities. shall be the responsibility of the Developmental Home Provider. Other reasonable transportation within the community is also the responsibility of the Developmental Home Provider, including fees associated with the transportation.
13. The Qualified Vendor is responsible for ensuring the Developmental Home provides the required Transportation.

Service Goals and Objectives

Service Goals

The Qualified Vendor shall ensure that the Developmental Home Provider(s):

1. Provide a broad array of support services to promote the physical, emotional, and mental well-being of the member, in a family home setting.
2. Assist the member to develop knowledge and skills in order to be as a member of his/her community based on his/her own choices.
3. Provide training and supervision for the member to increase or maintain his/her self-help, socialization, and adaptive skills to reside and participate successfully in his/her own community.
4. Assist the member to develop positive relationships.

5. Provide opportunities for the member 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.
6. Assist the member in achieving and maintaining a quality of life that promotes the member's vision for the future and priorities.

Service Objectives

The Qualified Vendor shall ensure that the following objectives are met:

1. In accordance with the member's planning document, develop:
 - 1.1 Habilitation-related outcomes for the member based on assessment data and input from the member and the member's planning team which will allow the member to achieve his/her long-term vision for the future and priorities.
 - 1.2 A specific teaching strategy for each habilitative outcome within twenty (20) business days after initiation of service for a new or a continuing placement and whenever a new outcome is identified for the member. The specific teaching strategy for each outcome shall identify the schedule for implementation, frequency of services, data collection methods, and the steps to be followed to teach the new skill.
 - 1.3 Changes to specific outcome(s) and/or strategies, as agreed upon by the member's planning team, based on the presence or absence of measurable progress by the member.
2. As identified in the member's planning document, ensures the Developmental Home Provider provides a broad array of support services such as:
 - 2.1 Assistance and training related to personal and physical needs and routine daily living skills;
 - 2.2 Implementing strategies to address behavioral concerns about the member, assist in developing behavior intervention programs, and coordinating with behavioral health programs to ensure proper review of medication treatment plans;
 - 2.3 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;
 - 2.4 Implementing all therapeutic recommendations for the member including speech, occupational, and physical therapy and assisting members in following special diets,

- exercise routines, or other therapeutic programs recommended by licensed professional;
- 2.5 Mobility training, alternative, or adaptive communication training, as needed;
 - 2.6 Providing appropriate support and supervision to meet the member's individualized needs;
 - 2.7 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 safe community engagement skills.
 - 2.8 Assist the member in developing, maintaining, or enhancing independent functioning skills in sensorimotor areas, cognition, personal grooming, hygiene, dressing, eating, toileting, self- medication and first aid, recognizing symptoms of illness, and preventing accidents and illnesses.
 - 2.9 Assist the member in developing methods of starting and maintaining friendships of his/her choice, as well as appropriate assertiveness, social skills, and problem-solving abilities for use in daily interactions.
 - 2.10 Provide or arrange for transportation to support the member in all daily living activities, e.g., day treatment and training, employment situation, medical appointments, visits with family and friends, and other community activities. Promote, as appropriate, the member's acquisition of skills necessary to access community transportation resources.
 - 2.11 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.

3. The Qualified Vendor shall:

- 3.1 Establish, support, and maintain developmental homes to meet the needs of individuals with developmental disabilities.
- 3.2 Assist the member's planning team in assessing the referred member for appropriate match with the Developmental Home Provider and participate as a team member in the development of the planning document.
- 3.3 Provide monthly in person consultation and supports to the Developmental Home Provider to support the needs of the individual placement; this may include but not be limited to programmatic support, and monthly developmental home provider support groups. Work cooperatively with all entities for continuity of services for the member.

All direct service providers must meet Arizona Health Care Cost Containment System (“AHCCCS”) registration/Department certification requirements.

- 3.4 Ensure there is a plan for respite for the Developmental Home Provider. The respite provider shall comply with the requirements of Arizona Administrative Code (A.A.C.) Title 6 Economic Security, Chapter 6 Department of Economic Security - Developmental Disabilities, Article 15. Standards for Certification of Home and Community-Based Service (HCBS) Providers.
4. Develop and implement strategies for recruitment, training, home studies, recommendation for licensing, re-licensing of homes and methods for monitoring and retention of homes that protect the physical, emotional, social and mental well- being of the member.
5. Provide or arrange for training to Developmental Home Providers as approved by the Division and as outlined in the Developmental Home Services policy located in the Division’s Provider Manual.
 - 5.1 In addition to the above, for Child Developmental Homes, the training curriculum shall meet the standards required by the Arizona Department of Child Safety (ADCS) for foster care licensure. The child welfare training must be delivered by an individual certified by the ADCS to provide this training.
6. Conduct new placement visits, home visits, annual renewal visit and document in Quick Connect as required in the Developmental Home Services policy located in the Division’s Provider Manual.

Service Utilization Information

1. The Qualified Vendor shall monitor each developmental home for compliance with all licensing and other legal requirements as listed in the Developmental Home Services policy located in the Division’s Provider Manual.
2. The Qualified Vendor shall assess the need for support to each developmental home based on the collective needs of the members living in the home.
 - 2.1 The Qualified Vendor shall provide the support services necessary to maintain the continuity of the living arrangement.
3. The Qualified Vendor shall notify the Division of any and all hospitalizations within twenty-four (24) hours of admission, including admission to a behavioral health facility.

Rate Basis

1. Published. The published rate is based on one (1) day of service time.
2. Throughout the term of the contract, the appropriate billing codes, billing units, and associated billing rules are subject to change. All billing codes and billing units, and associated billing rules will be included in the Division's Policies and Procedures Manual, Billing Manual, RateBook, and/or other provider resources made available by the Division.

Direct Service Staff (Developmental Home Provider) and Agency Qualifications

1. Direct Service Staff (Developmental Home Provider) shall meet the following requirements:
 - 1.1 In addition to meeting the requirements of licensure, all direct service staff (Developmental Home Provider(s)) must meet all of the qualifications, training, and responsibilities required by law including those specified in A.A.C. R6-6-1001 and R6-6-1005 for child developmental homes and R6-6-1101 and R6-6-1105 for adult developmental homes and as listed in the Developmental Home Services policy located in the Division's Provider Manual.
2. The Qualified Vendor shall meet the following requirements:
 - 2.1 All requirements as listed in the Developmental Home Services policy located in the Division's Provider Manual.

Recordkeeping and Reporting Requirements

1. The Qualified Vendor shall maintain a copy of the member's planning document on file, including the Risk Assessment; ensure that the licensed developmental home has a copy on file; and make the document available to the member/ member's representative and/or Division upon request.
2. The Qualified Vendor shall submit the teaching strategies that were developed for the member's habilitative outcomes to the member's Support Coordinator for planning team review no later than twenty (20) business days following the initiation of service for a new placement and whenever a new outcome has been identified for the member.
3. The Qualified Vendor shall ensure that its subcontracted Developmental Home Providers submit quarterly individualized progress reports on each member to the Division and the member/member's representative unless the member/member's representative has requested not to receive them. The quarter is based on the calendar year and the reports are due no later than the fifteenth (15) day following the end of the quarter. The Qualified Vendor shall refer

to the Division's Provider Manual for guidance on report due dates and minimum content of the reports.

4. The Qualified Vendor shall provide results of all health care appointments and results to the member's representative as needed, no less than quarterly.
5. The Qualified Vendor shall ensure that a log of personal belongings of the member served is maintained and continually updated, and available to the Division, the member, and the member's representative upon request.
6. The Qualified Vendor shall submit to the member's representative a monthly accounting of expenditures per the member's individual spending plan.
7. The Qualified Vendor shall maintain a ledger and documentation (e.g., receipts) that accounts for the expenditures of all member funds used and submit a monthly accounting of expenditures to the member's representative payee.
8. The Qualified Vendor shall submit to the Division no later than the last day of the month a monthly census of each developmental home it oversees. The census shall be submitted as outlined in the Developmental Home Services policy located in the Division's Provider Manual.
9. The Qualified Vendor shall notify the member's Support Coordinator within forty-eight (48) hours of a member moving to another location.
10. The Qualified Vendor shall maintain and store all licensing documents. The licensing file will include training certificates, DES forms and documentation to verify licensing compliance as listed in the Developmental Home Services policy located in the Division's Provider Manual. The licensing file shall be made available to the Division upon request.
11. The Qualified Vendor shall maintain copies of all home inspections, monitoring reports, and corrective actions and make them available to the Division upon request.
12. The Qualified Vendor shall maintain records that identify all developmental home providers who have ended their relationship with the Qualified Vendor and whether there were outstanding corrective actions in place or any other ongoing care concern related to the subcontractor.
13. The Qualified Vendor shall maintain records that demonstrates full compliance with all programmatic and contractual requirements of the Department and the Division.

HOME HEALTH AIDE

Service Description

H027-HB

A service that provides intermittent health maintenance, continued treatment or monitoring of a health condition, and supportive care for activities of daily living at the individual's place of residence.

Service Requirements and Limitations

1. This service may be provided in the following settings:
 - 1.1 The Division member's home,
 - 1.2 A group home,
 - 1.3 A developmental home (child or adult), or
 - 1.4 A Level I or Level II behavioral health facility.
2. This service shall not be provided when the member is hospitalized.
3. This service shall not be provided to members living in skilled nursing facilities or non-state operated Intermediate Care Facilities ("ICFs").
4. This service shall not be provided on the same day that Attendant Care or Homemaker service is provided.
5. The authorization of this service shall include a review of authorized Attendant Care as the two services can encompass very similar elements of service delivery. This service may be most appropriate for a member who has ongoing nursing service and the coordination of care is most beneficial to the member's goals and expectations.
6. This service must be ordered by a physician and implemented through the member's individualized care plan developed by the Home Health Agency ("HHA") provider and may only be provided on an intermittent (short-term) basis.
 - 6.1 The member's individualized care plan must be reviewed by a physician every sixty-two (62) days (bimonthly) and authorized/monitored by the Division's Health Care Services in conjunction with the member's Support Coordinator.
7. Home Health Aides shall provide non-licensed nursing tasks under the direction and supervision of a registered nurse ("RN"). The services include monitoring of a member's medical condition, health maintenance or continued treatment services, and activities of daily living.

Service Goals and Objectives

Service Goals

To increase or maintain self-sufficiency of the members.

Service Objectives

The Qualified Vendor shall ensure that the following objectives are met:

1. Obtain an order from the physician for home health aide services.
2. Under the supervision of a RN, develop and implement an individualized care plan for the member which is reviewed with the RN every sixty (60) days and sent to the Primary Care Physician (“PCP”) for approval, based on the member’s self-care skills and health condition.
 - 2.1 Have the member’s individualized care plan reviewed by a physician every sixty-two (62) days (bimonthly) and authorized and monitored by the Division’s Health Care Services in conjunction with the member’s Support Coordinator.
3. Provide non-licensed nursing tasks under the direction and supervision of an RN to:
 - 3.1 Monitor a member’s medical condition by:
 - 3.1.1 Monitoring and documenting vital signs, as well as reporting results to the supervising RN or PCP,
 - 3.1.2 Changing dressings and/or bandages,
 - 3.1.3 Providing care to prevent pressure ulcers, and
 - 3.1.4 Determining his/her compliance with nursing instructions and providing reinforcement as needed.
 - 3.2 Provide health maintenance or continued treatment services for the member including, but not limited to:
 - 3.2.1 Personal care activities such as:
 - 3.2.1.1 Bathing/shampooing;
 - 3.2.1.2 Toileting;
 - 3.2.1.3 Bowel, bladder, and/or ostomy programs as well as catheter hygiene (does not include catheter insertion);

- 3.2.1.4 Dressing;
- 3.2.1.5 Routine ambulation, transfers, range of motion activities or simple exercise programs;
- 3.2.1.6 Combing/brushing and fixing hair;
- 3.2.1.7 Skin care including hand and foot care;
- 3.2.1.8 Shaving;
- 3.2.1.9 Nail care;
- 3.2.1.10 Dental/oral hygiene; and
- 3.2.1.11 Assisting with the use of special appliances and/or prosthetic devices.
- 3.2.2 Assisting the member with self-administration of medication.
- 3.2.3 Assisting the member with eating, if required, to maintain sufficient nutritional and fluid intake.
- 3.2.4 Providing information about nutrition.
- 3.2.5 Assisting the member in activities of daily living to increase physical mobility.
- 3.3 Assist the member in activities of daily living by:
 - 3.3.1 Cleaning the member's living area,
 - 3.3.2 Doing the member's laundry,
 - 3.3.3 Shopping,
 - 3.3.4 Banking, and
 - 3.3.5 Cooking for the member, as necessary.
- 3.4 Teach members and families how to perform home health tasks.
- 3.5 Under the direction of the RN, inform the member's Division Health Care Services nurse when there are additional medical problems or social problems identified during the course of service delivery.

Service Utilization Information

1. This service will be authorized based on the nursing needs assessment conducted by the Division's Health Care Services.
2. The Division's Health Care Services will complete nursing assessments at least annually, or more frequently if determined by the Division, to reassess the member's need for this service.

Rate Basis

1. Published. The published rate is based on one (1) hour of direct service.
2. Throughout the term of the contract, the appropriate billing codes, billing units, and associated billing rules are subject to change. All billing codes and billing units, and associated billing rules will be included in the Division's Policies and Procedures Manual, Billing Manual, *RateBook*, and/or other provider resources made available by the Division.

Direct Service Staff and Agency Qualifications

1. Direct Service Staff shall meet the following requirements:
 - 1.1 The qualifications pursuant to 42 Code of Federal Regulations ("C.F.R.") Part 484.4; and
 - 1.2 Be supervised by a RN or by a licensed practical nurse ("LPN") who is supervised by an RN. The supervisor must conduct home visits at least every sixty (60) days.
2. The Qualified Vendor shall meet the following requirements:
 - 2.1 The Qualified Vendor shall be a Home Health Agency licensed by the Arizona Department of Health Services ("ADHS") and certified by Medicare utilizing RNs, and LPNs under the direction and supervision of an RN, for both intermittent or continuous nursing care;
 - 2.2 Under certain circumstances in accordance with the Arizona Health Care Cost Containment System ("AHCCCS"), the Qualified Vendor shall be a Home Health Agency licensed by the ADHS utilizing RNs, and LPNs under the direction and supervision of an RN, for both intermittent and continuous nursing care.

Recordkeeping and Reporting Requirements

1. The Qualified Vendor shall submit monthly individualized progress reports on the member no later than the tenth (10th) business day following the close of the month to the Division's Health Care Services nurse, Support Coordinator, and the member/member's representative unless the member/member's representative has requested not to receive them. The

Qualified Vendor shall refer to the Division's Provider Manual for guidance on report due dates and minimum content of the reports.

2. The Qualified Vendor must maintain daily records on file as proof of the number of hours worked by each direct service staff providing direct service to members.
 - 2.1 Each time sheet, equivalent document, or data system must contain the original signature or other independent verification (that complies with A.R.S. § 41-132) of the member/member's representative after service delivery confirming the hours worked. Proof of hours worked must be signed or verified by the member/member's representative before the Qualified Vendor submits the claim for payment.
3. The Qualified Vendor shall maintain data that demonstrates full compliance with all programmatic and contractual requirements of the Department and the Division.

HOMEMAKER

Service Description

H028-HL

A service that provides assistance in the performance of routine household activities at an individual's place of residence.

This service was previously called Housekeeping.

Service Requirements and Limitations

1. This service shall be provided in the Division member's home. Members residing in home and community-based alternative residential settings are not eligible for this service.
2. This service may be provided outside the member's residence only when unsafe and/or unsanitary conditions exist or in the community when purchasing supplies or medicines.
3. This service shall not be provided when the member is hospitalized.
4. Within the same day, this service shall not be provided in conjunction with Attendant Care or Home Health Aide services that encompass homemaker tasks without special approval of the member's Support Coordinator.
5. This service shall be for the benefit of the member and not for the benefit of other family members or residents.
6. This service shall be supervised and monitored. When the service is provided by a Qualified Vendor, it is the responsibility of the Qualified Vendor to conduct the supervision and monitoring. When the service is provided by an Individual Independent Provider, it is the responsibility of the member's planning team [e.g., Individual Support Plan ("ISP") team] to decide, prior to the delivery of services, who will conduct the supervision and monitoring. The minimum requirements of the Arizona Health Care Cost Containment System ("AHCCCS") are:
 - 6.1 Conduct at least one (1) supervisory visit for each direct service staff within the first ninety (90) days of their hire date, and annually thereafter, and when the direct service staff is working and physically present in the member's home. Additional supervisory visits might be warranted.
 - 6.2 Conduct an initial supervisory visit to speak with the member/member's representative regarding the quality of care, delivery of services, and education of the member/member's representative about the need to contact the Qualified Vendor/Individual Independent Provider if concerns develop between supervisory and/or Support Coordinator visits. This visit must be initiated not more than five (5) days from initial provision of the service by the Qualified Vendor/Individual Independent Provider and

may be made by telephonic contact. A follow-up site visit is required at thirtieth (30th) day. A visit at the sixtieth (60th) day is required if issues are identified; otherwise these ongoing visits occur at least every ninety (90) days thereafter.

- 6.3 The completion of a supervisory visit may occur in conjunction with the monitoring visit.

7. The AHCCCS Agency with Choice Member-Directed Service Delivery Model/Option.

- 7.1 The Qualified Vendor shall identify in the Division's Qualified Vendor Application and Directory System ("QVADS") whether it is participating in the AHCCCS Agency with Choice member-directed service delivery model (see the AHCCCS website located at www.azahcccs.gov for additional information regarding the AHCCCS Agency with Choice member-directed service delivery model/option).
- 7.2 The Qualified Vendor accepting a service authorization for Homemaker for a member who has chosen to participate in the AHCCCS Agency with Choice member-directed service delivery option shall participate in the AHCCCS Agency with Choice member-directed service delivery model, shall agree to comply with all AHCCCS rules and policies regarding the Agency with Choice member-directed service delivery model, and shall implement the member's planning document.
- 7.3 The Qualified Vendor shall comply with the AHCCCS Agency with Choice member-directed service delivery model requirements and ensure that the direct service staff providing Homemaker is not the member's individual representative as defined by the AHCCCS Agency with Choice member-directed service delivery model.
- 7.4 A member participating in the AHCCCS Agency with Choice member-directed service delivery option may request a change in vendors at any time without having to express any reason for the change, notwithstanding Arizona Administrative Code ("A.A.C.") R6-6-2109(B), (C), and (D).
- 7.5 The Qualified Vendor that has chosen to participate in the AHCCCS Agency with Choice member-directed service delivery model may be required to provide additional training for the member and/or member's representative regarding the partnership as assessed and authorized by the Division. If this is required, the Qualified Vendor shall bill a unique service code as identified by the Division.
- 7.6 The Qualified Vendor that has chosen to participate in the AHCCCS Agency with Choice member-directed service delivery model may be required to provide additional training for the direct service staff outside of the scope of the required/standard training [i.e., Cardiopulmonary Resuscitation, First Aid, Article 9 (Managing Inappropriate Behaviors), Direct Care Worker, etc.] and in order to meet the unique needs of the member as assessed and authorized by the Division. If this is required, the Qualified Vendor shall bill a unique service code as identified by the Division.

Service Goals and Objectives

Service Goals

To preserve or improve the safety and sanitation of the member's living conditions.

Service Objectives

The Qualified Vendor shall ensure that the following objectives are met:

1. Develop and implement a schedule and general plan of care for the member.
2. Provide assistance to the member to attain or maintain safe and sanitary living conditions, including, but not limited to, the following tasks:
 - 2.1 Dusting;
 - 2.2 Cleaning floors, bathrooms, and windows (if necessary for safe and sanitary living conditions);
 - 2.3 Cleaning kitchen, washing dishes, routine maintenance and cleaning of household appliances (including, but not limited to, oven and refrigerator);
 - 2.4 Changing linens and making bed;
 - 2.5 Washing, drying, and folding the member's laundry (ironing only if necessary);
 - 2.6 Shopping for and storing household supplies and medicines;
 - 2.7 Taking garbage out; and
 - 2.8 Other duties as determined appropriate and necessary by the planning team.
3. In unusual circumstances, the following tasks may be performed for the member:
 - 3.1 To attain safe living conditions, including:
 - 3.1.1 Heavy cleaning, such as washing walls or ceilings, and/or
 - 3.1.2 Yard work, such as cleaning the yard and hauling away debris.
 - 3.2 To assist the member in obtaining and/or caring for basic material needs for water, heating, and food; and
 - 3.3 Planning, shopping, storing, and cooking food for nutritional meals.

Service Utilization Information

1. Typical utilization of Homemaker is two (2) to four (4) hours per week.
2. Using the assessment and plan development processes, needs are assessed by the member's planning team based upon what is normally expected to be performed by a member and/or his/her natural supports. Consideration should be made to age-appropriate expectations of the member and his/her natural supports (i.e., what can reasonably be expected of each member based on his/her age). This service will only be utilized after the member/natural supports and resources have been exhausted.
3. The planning team decides, prior to the delivery of services, who and how service delivery will be monitored.
4. Homemaker tasks shall be performed only for the member's areas of the home or common areas of the home used by the member.
5. The member or member's representative is expected to provide all necessary housekeeping supplies.
6. The member or member's representative is responsible for providing money for supplies and food in advance of the purchase if direct service staff is expected to shop for food and household supplies.
7. The amount of Homemaker service provided shall be determined based on the home requirements for a safe and sanitary environment. If more than one (1) eligible member resides in the home, payment will not be made twice for cleaning common areas of the home.
8. Homemaker staff shall not provide supervision of members or personal care to the member.

Rate Basis

1. Published. The published rate is based on one (1) hour of direct service.
2. Throughout the term of the contract, the appropriate billing codes, billing units, and associated billing rules are subject to change. All billing codes and billing units, and associated billing rules will be included in the Division's Policies and Procedures Manual, Billing Manual, *RateBook*, and/or other provider resources made available by the Division.

Direct Service Staff Qualifications

1. Direct service staff shall be physically capable of performing the required tasks.
2. Direct service staff shall not be the member's individual representative (as defined by the AHCCCS Agency with Choice member-directed service delivery model) when

the member chooses the AHCCCS Agency with Choice member-directed service delivery option.

Direct Service Staff Training Requirements

1. The Qualified Vendor shall ensure that direct service staff comply with the standards and requirements set forth in Section 5.3 in *Service Requirements/Scope of Work* of the Qualified Vendor Agreement before providing direct services alone with members.
2. AHCCCS Direct Care Worker Training and Testing. The Qualified Vendor shall ensure that direct service staff comply with the AHCCCS training and testing requirements for Direct Care Services provided by Direct Care Workers (“DCW”) in accordance with AHCCCS policy and the AHCCCS Contractor Operations Manual (“ACOM”) (see <http://azahcccs.gov/dcw>). The services provided by Direct Care Workers are collectively known as Direct Care Services. A Direct Care Worker (DCW) is a person who assists a member with activities necessary to allow him or her to reside in their home.
 - 2.1 A caregiver who is a Registered Nurse, Licensed Practical Nurse, or Certified Nursing Assistant per Arizona Revised Statutes (“A.R.S.”) Title 32, Chapter 15, is exempt from the DCW training and testing requirements.
 - 2.2 A DCW with an initial hire date prior to October 1, 2012, is deemed to meet the training and testing requirements with the Qualified Vendor by whom they are currently employed. However, if the DCW becomes employed with another agency on or after October 1, 2012, they shall meet the training and testing requirements contained within the AHCCCS policy. All DCWs with an initial hire date on or after October 1, 2012, must meet the DCW training and testing requirements contained within the AHCCCS policy.
 - 2.3 The DCW shall meet the training, testing, and continuing education requirements as per AHCCCS policy and the ACOM, Chapter 429, Direct Care Worker Training and Testing Program.
 - 2.3.1 To meet the AHCCCS training and testing requirements for DCWs, the Qualified Vendor shall:
 - 2.3.1.1 Register with AHCCCS to become an Approved Program to provide the testing and training to its employees,
 - 2.3.1.2 Enter into a direct contracting relationship with an AHCCCS Approved Testing and Training Program which has an AHCCCS Provider Identification Number to provide the testing and training to its employees, or
 - 2.3.1.3 Enter into a direct contracting agreement with a Private Vocational Program (an AHCCCS Approved Program that does not have an

AHCCCS Provider Identification Number or a subsidiary of a Direct Care Service agency).

2.3.1.4 Meet all applicable requirements specified in the AHCCCS Medical Policy Manual (“AMPM”) and all requirements included in the AHCCCS Provider Participation Agreement.

2.4 The Qualified Vendor shall be responsible for assuring that the DCW is in compliance with the AHCCCS policy for Direct Care Services.

2.5 The Qualified Vendor shall comply with recommendations and requirements resulting from the routine monitoring and supervision of the DCW to ensure competence in the direct care service being provided. The monitoring and supervision may also provide assistance with any adjustment issues between the member and the DCW.

Recordkeeping and Reporting Requirements

1. The Qualified Vendor shall adhere to the requirements of “non-provision of service” as required by Division policy (see Section 5.2.6 in *Service Requirements/Scope of Work* of the Qualified Vendor Agreement).

2. The Qualified Vendor shall maintain daily records on file as proof of the number of hours worked by each direct service staff providing direct service to members.

2.1 Each time sheet, equivalent document, or data system must contain the original signature or other independent verification (that complies with A.R.S. § 41-132) of the member/member’s representative after service delivery confirming the hours worked. Proof of hours worked must be signed or verified by the member/member’s representative before the Qualified Vendor submits the claim for payment.

3. The Qualified Vendor shall maintain data to demonstrate full compliance with all programmatic and contractual requirements of the Department and the Division.

4. For the AHCCCS Direct Care Worker Testing and Training, the Qualified Vendor shall

4.1 Verify and document the DCW’s related educational and work experiences;

4.2 Keep records on continuing education, including hours and topics; and

4.3 Document and maintain in the DCW’s personnel file all monitoring and supervision assessments.

INDIVIDUAL SUPPORTED EMPLOYMENT

Service Description

H022-FH

A service that provides job development, assistance in matching the individual with an integrated competitive job and intensive time-limited supports to an employed individual once placed.

This time-limited service provides regular contacts at a job site with the employed Division member and/or with the employer. This service is intended to help the member develop the specific on-the-job skills necessary for successful employment and may also include job search when such services are not available through the Rehabilitation Services Administration/ Vocational Rehabilitation program.

Service Requirements and Limitations

1. Individual Supported Employment is provided only to a member who is working in the public work force in an integrated setting or is self-employed. Integrated setting means a setting typically found in the community in which an individual with disabilities interacts with non-disabled persons (other than the Qualified Vendor's paid staff) to the same extent that non-disabled persons in comparable positions interact with others.
2. Wages must be paid by the employer according to State and Federal standards.
3. This service may also be used to provide support to a member who is self-employed.
4. Work as a member of an enclave or work crew does not qualify as Individual Supported Employment.

Service Goals, Objectives, and Outcomes

Service Goals: *Job Coaching*

To provide direct support to enable the member to develop positive work-related habits, attitudes, skills, and work etiquette directly related to their specific employment, as well as assisting the member to become a part of the informal culture of the workplace.

Service Objectives: *Job Coaching*

The Qualified Vendor shall ensure that the following objectives are met:

1. Ensure that the member has the opportunity to participate in gainful, productive, and regular work.
2. Orient the member to health and safety aspects/requirements of his or her particular job.

3. Identify supports needed to assist the member in maintaining and advancing in employment.
4. Provide ongoing monitoring of the performance and general job-related skills of the member to identify both strengths and barriers to maintain and advance employment.
5. Assist the member in resolving training/work issues as well as any personal concerns that may interfere with his or her job performance.
6. Be respectful of the member's needs and wishes regarding contact while working.
7. Maintain ongoing communication with a member's employer to assess the employer's satisfaction with job performance.
8. Assist members in learning new skills necessary for maintenance or advancement in their employment setting.

Service Outcomes: *Job Coaching*

At least seventy-five percent (75%) of members served by the Qualified Vendor, based on the average number of members supported over a one (1) year period (January through December), will maintain competitive employment.

Service Goals: *Job Search*

To assist the member in finding/obtaining a job, when such service is not available through Rehabilitation Services Administration/Vocational Rehabilitation. This service must be pre-approved by the District Program Manager/designee.

Service Objectives: *Job Search*

The Qualified Vendor shall ensure that the following objectives are met:

1. Participate with each member's planning team (e.g., ISP team) to develop and implement a Job Search Agreement that identifies the employment outcome, job search strategy and activities necessary to achieve that outcome. The agreement shall include the amount of time for each activity needed to achieve the outcome.
2. Assist the member in preparing for a job search, including creating a job history and/or resume, preparing for interviews, and accompanying the member on interviews.
3. Develop employment opportunities for the member with local employers and provide education to potential employers regarding the benefits of hiring individuals with developmental disabilities.
4. Assist the consumer in finding and obtaining a job.

Service Outcomes: ***Job Search***

At least seventy-five percent (75%) of members served by the Qualified Vendor, based on the average number of members provided this service over a one (1) year period, will become employed.

Service Utilization Information

Job Coaching

1. This service must be provided individually.
2. Typical utilization is two (2) to four (4) hours per week. Maximum length of time job coaching can be authorized for any single member is twelve (12) months. This service can be reauthorized if recommended by the member's planning team and approved by the District Program Manager/designee.
3. Staff ratio is never less than one (1) job coach to one (1) member.
4. Unless otherwise approved by the District Program Manager/designee, services shall only be provided to members eighteen (18) years of age or older.
5. Individual Supported Employment services shall not be provided concurrently with other employment support services (i.e., Center-Based Employment or Group Supported Employment). However, a member may receive different habilitation services at different times within a given day. The only exception would be those supports provided as designated in Section 5 or 6 below.
6. Employment Support Aide services needed to meet the personal care needs of a member who would otherwise be excluded from Individual Supported Employment may be billed up to one (1) hour per member per day. This service is provided one-to-one (1:1) in accordance with the member's planning team, as approved by the District Program Manager/designee. This service may be billed in addition to the Individual Supported Employment hour of service.
7. Employment Support Aide services needed to support members with a co-occurring behavioral health diagnosis who would otherwise be excluded from Individual Supported Employment may be billed for up to three (3) hours per day per member. Support services must have been denied by the relevant Regional Behavioral Health Authority ("RBHA"). This service is provided one-to-one (1:1) in accordance with the member's planning team, as approved by the District Program Manager/designee. This service may be billed in addition to the Individual Supported Employment hour of service.
8. A member can receive services from only one (1) Employment Support Aide at a time.

Job Search

1. This service must be provided individually in accordance with a Job Search Agreement, developed on Division forms, between the Qualified Vendor, the District Program Manager/designee and the member's planning team.
2. Typical utilization is five (5) to twenty (20) hours per month. This service is intended to be provided intermittently, as authorized per a member's Job Search Agreement.

Rate Basis

Job Coaching

1. Published. The published rate is based on one (1) hour of direct service.
2. Throughout the term of the contract, the appropriate billing codes, billing units, and associated billing rules are subject to change. All billing codes, billing units, and associated billing rules will be included in the Division's Policies and Procedures Manual, Billing Manual, *RateBook*, and/or other provider resources made available by the Division.

Job Search

1. Published. The published rate is based on one (1) hour of service.
2. Basis of payment for this service is an hourly unit of Qualified Vendor staff time spent directly with or specific to the member and verified by the member.
3. Throughout the term of the contract, the appropriate billing codes, billing units, and associated billing rules are subject to change. All billing codes, billing units, and associated billing rules will be included in the Division's Policies and Procedures Manual, Billing Manual, *RateBook*, and/or other provider resources made available by the Division.

Direct Service Staff Qualifications

Job Coaching

The Qualified Vendor shall ensure that staff is trained in developing and teaching meaningful employment related activities (e.g., hygiene, punctuality, supervisory relationships, peer relationships, work etiquette, job interviewing) for the members they support in the community in order to obtain and maintain employment.

Job Search

The Qualified Vendor shall ensure that staff is trained in developing community job opportunities and teaching meaningful employment related activities (e.g., hygiene, punctuality,

supervisory relationships, peer relationships, work etiquette, job interviewing) for the members they support in the community.

Recordkeeping and Reporting Requirements

The Qualified Vendor shall maintain daily records on file as proof of the number of hours worked by each direct service staff providing direct service to members.

1. Each time sheet, equivalent document, or data system shall contain the original signature or other independent verification (that complies with A.R.S. § 41-132) of the member/member's representative after service delivery confirming the hours worked. Proof of hours worked must be signed or verified by the member/member's representative before the Qualified Vendor submits the claim for payment.

Job Coaching

1. The Qualified Vendor shall submit quarterly individualized progress reports on the member using Division forms to the member's Support Coordinator and the member/member's representative. The quarter is based on the member's annual planning cycle. The first quarterly progress report is due no later than the fifteenth (15th) day following the end of the quarter in which the service is initiated. Subsequent quarterly progress reports are due no later than the fifteenth (15th) day following the end of the quarter.

1.1 At a minimum, the reports shall include the following:

1.1.1 Progress of the member toward achievement of the established objectives/outcomes;

1.1.2 A detailed record of each contact with the member and/or his/her employer

2. The Qualified Vendor shall provide an aggregate program report using Division forms no later than the thirty-first (31st) day of January and July t. These reports will be District specific and forwarded to the appropriate District Program Manager/designee where the service is being performed.
3. If the member loses his/her job, the Qualified Vendor shall notify the member's Support Coordinator/Supervisor/designee and District Program Manager/designee within two (2) working days of the Qualified Vendor being notified.

Job Search

1. The Qualified Vendor shall submit quarterly individualized progress reports on the member using Division forms to the Division and the member/member's representative unless the member/member's representative has requested not to receive them. The quarter is based on the calendar year and the reports are due no later than the fifteenth (15) day following the end

of the quarter. The Qualified Vendor shall refer to the Division's Provider Manual for guidance on report due dates and minimum content of the reports.

2. The Qualified Vendor shall provide an aggregate program report using Division forms every six (6) months no later than the thirty-first (31st) day of January and August. These reports will be District specific and forwarded to the appropriate District Program Manager/designee where the service is being performed.
3. Qualified Vendors shall maintain signed and approved Job Search Agreements.
4. The Qualified Vendor shall maintain data that demonstrates full compliance with all programmatic and contractual requirements of the Department and the Division.

NURSING

Service Description

H027-HD

A service that provides nursing intervention that may include patient care, coordination facilitation and education.

Service Requirements and Limitations

1. This service may be provided in the following settings:
 - 1.1 The Division member's home,
 - 1.2 A group home,
 - 1.3 A developmental home (child or adult),
 - 1.4 A Level I or Level II behavioral health facility, or
 - 1.5 A Day Treatment and Training program.
2. This service shall not be provided when the member is hospitalized.
3. This service shall not be provided in conjunction with members authorized for Skilled Nursing Facility services or non-state operated Intermediate Care Facility ("ICF") services.
4. The Qualified Vendor shall ensure that the service elements which require nursing support are appropriately prescribed by a qualified and licensed physician and that all professional nursing tasks are provided in accordance with the Arizona Nurse Practice Act, including the required supervision of Licensed Practical Nurses ("LPNs"). The Nurse Practice Act is comprised of both statutes and rules [Arizona Revised Statutes ("A.R.S.") § 32-1602 *et seq.*; Arizona Administrative Code ("A.A.C.") Title 4, Chapter 19].
5. The Qualified Vendor shall ensure that an individual nurse does not work for more than sixteen (16) hours for any consecutive twenty-four (24) hour period.

Service Goals and Objectives

Service Goals

1. To improve or maintain the physical well-being and/or mental health of members.
2. To increase or maintain the self-sufficiency of members.
3. To provide relief/respite to the caregivers of members.

Service Objectives

The Qualified Vendor shall ensure that the following objectives are met:

1. After the member's Primary Care Provider ("PCP") or attending physician of record has provided orders for nursing services, assess skilled needs of the member to develop a plan of treatment, which includes the nursing care plan.
 - 1.1 As specified in the Arizona Nurse Practice Act and prior to the start of service, obtain the written statement from the prescribing healthcare provider that contains the diagnosis and scope of skilled nursing needs and medical orders for the member, as needed.
 - 1.2 Utilizing sound and current principles of diagnosis and assessment, evaluate the member's nursing needs:
 - 1.2.1 Review all current available medical files and all pertinent health-related information.
 - 1.2.2 Obtain information from the Division's Health Care Services nurse and/or Division's Support Coordinator, the member, the member's representative, and planning team members [e.g. Individual Support Plan (ISP) team members], as needed, to identify potential health needs and current health status of the member; and
 - 1.2.3 Conduct an assessment of the member in relation to physical (e.g., the need for skin care, respiratory therapy), developmental, behavioral, and mental health dimensions.
 - 1.3 Develop a plan of treatment for the member in collaboration with the planning team that includes:
 - 1.3.1 Nursing care plans based on sound principles of diagnosis and assessment, and
 - 1.3.2 The physician's orders.
 - 1.4 Observe and evaluate the member's response to treatment and review the plan of treatment and the nursing care plan as directed or as needed.
 - 1.4.1 Incorporate information from all team members and caregivers in the treatment and nursing care plan in order to deliver optimal care to the member.
2. Provide intermittent (short-term or visit) or continuous skilled nursing services to the member as assessed and outlined in the nursing plan of care and supported by the member's PCP or attending physician of record.

- 2.1 Staff utilized to provide nursing services shall be licensed and professional nursing personnel, either a registered nurse (“RN”) or a LPN who is under the direct supervision of a RN.
- 2.2 Based upon the physician orders and the nursing plan of care, provide direct services to the member including, but not limited to:
 - 2.2.1 Injections,
 - 2.2.2 Intravenous (“IV”) treatments,
 - 2.2.3 Insertions of catheters,
 - 2.2.4 Respiratory therapy/respiratory treatments,
 - 2.2.5 Treatment for pressure sores,
 - 2.2.6 Care of surgical wounds,
 - 2.2.7 Nasal-gastric feedings,
 - 2.2.8 Tracheostomy care,
 - 2.2.9 Parenteral Nutrition (“TPN”),
 - 2.2.10 Oxygen,
 - 2.2.11 Broviac catheter,
 - 2.2.12 Rectal medications for seizures, and
 - 2.2.13 Peritoneal dialysis.
- 2.3 Implement and follow the nursing plan of care utilizing sound principles of diagnosis and assessment.
- 2.4 In the preparation and dispensing of medications, all personnel shall refer to physicians’ orders via the individual chart and medication profile, and medications shall be dispensed, administered, and documented using routine methods that are well-known to the nursing process.
 - 2.4.1 Ensure that an RN administers intravenous medications.

- 2.4.2 Ensure that all medications are completely and accurately labeled per the current plan of treatment and monitor the use of medication in relation to the prescription.
- 2.5 Assist with counseling to help the member.
- 2.6 When required, render emergency care to the member.
- 2.7 Perform and document member skin assessments.
- 2.8 Assist the member in activities of daily living in conjunction with the nursing service by:
 - 2.8.1 Assisting with personal care tasks,
 - 2.8.2 Providing information about nutrition,
 - 2.8.3 Doing light cleaning in the member's living area as required for the member,
 - 2.8.4 Doing the member's laundry, and
 - 2.8.5 Cooking for the member as necessary.
- 2.9 As necessary, provide physical or mental rehabilitation for the member through restorative nursing functions and various therapies, encouraging members to focus on their abilities and assist them with maximizing use of assistive devices.
- 3. Provide support to the member's plan of treatment and nursing care plan with a focus on prevention, health promotion, and member independence, improving the capacity of the member, the member's family and/or support systems towards greater independence, and respecting and considering the member and the family's values and cultural beliefs.
 - 3.1 To ensure maximum success of the member's plan of treatment and nursing care plan:
 - 3.1.1 Provide training on nursing procedures and treatment to the member, family and/or support systems;
 - 3.1.2 Act as liaison between direct care staff and community-based professionals, agencies, and/or educational resources;
 - 3.1.3 Accompany the member on appointments to discuss special health concerns;
 - 3.1.4 Make telephone contact with physicians or health agencies to address specific health needs of the member;

- 3.1.5 Consult with the educational community member, as needed, and when necessary provide training to educators;
- 3.1.6 Assist the member/family/support system in making referrals to PCPs or other appropriate professionals for examinations and diagnostic procedures, as deemed necessary; and
- 3.1.7 Coordinate the delivery of needed services to members, families, and support systems.
- 3.2 Within the context of the member's plan of treatment, the nursing care plan, and the member's health needs, provide education to the member and the member's family and/or support system regarding identified health care needs, including:
 - 3.2.1 How to work with the PCP and the referral system;
 - 3.2.2 How to obtain durable medical equipment needed;
 - 3.2.3 How to obtain, prepare, and dispense medications; and
 - 3.2.4 Following physician orders and keeping proper documentation of medical appointments, physician orders, medications, therapies, and treatments and the member's response to all.
- 3.3 Collaborate with other health professionals and health care team members to meet identified member/family/support system needs.
- 4. Participate in training as requested; when applicable or as required, provide training and technical assistance to Division staff and other appropriate individuals (such as helping the member understand his/her own medical needs and training primary caregivers).
 - 4.1 Nursing personnel shall be responsible for maintaining regular contact with the Division's Health Care Services designee to determine current priorities for the member.
 - 4.2 At the request of the Division, nursing personnel shall:
 - 4.2.1 Participate in orientation or other in-service training.
 - 4.2.2 Participate in the development of Division policies and procedures relevant to other stated objectives.
 - 4.2.3 Consult with the member's Support Coordinator, medical supply representatives, and other professional and paraprofessional staff on the features and design of special equipment that the member may need.

- 4.2.4 Prepare and provide instruction on the use and care of special equipment.
- 5. Ensure that personnel are properly trained prior to the delivery of nursing services by ensuring that staff:
 - 5.1 Have received specialized training pertaining to the member's care needs and receive updated training on an as-needed basis.
 - 5.1.1 Nurses providing care to a member using a ventilator must be ventilator-certified or have a developed competency for the specific ventilator via work experience.
 - 5.2 Have been informed of proper techniques for medication administration including:
 - 5.2.1 All medications shall be completely labeled; and
 - 5.2.2 Discrepancies in the preparation and/or the dispensing of medication shall be immediately brought to the attention of the supervisor, with counseling of involved personnel and follow-through.
 - 5.3 Have been provided with information regarding emergency care and first aid, as well as specific individual first aid for specific conditions.
 - 5.4 Have been oriented to the designated emergency plan, including, but not limited to, calling paramedics, instituting life-saving measures, and other emergency policies of the Division.
 - 5.5 Have completed an orientation to clinical and administrative record keeping by a nurse approved by or contracted with the Division or the Arizona Health Care Cost Containment System Administration ("AHCCCSA").

Service Utilization Information

- 1. Nursing will be authorized for the member based on the nursing needs assessment conducted by the Division's Health Care Services.
- 2. This service shall be provided on an intermittent (visit) or continuous (continuous nursing or nursing Respite) basis. The allocation of nursing service hours will be authorized by the Division's Health Care Services nurse, based on the nursing assessment, which will be included in the member's planning document. Service authorizations will be based on one or more of the following:
 - 2.1 Intermittent nursing visit (HNV) is less than fifty-five (55) minutes per visit.
 - 2.2 Intermittent nursing (HN9) exceeds one (1) hour in length but will not exceed two (2) hours per visit and is limited to four (4) hours in one (1) calendar day.

- 2.3 Continuous nursing (HN1) is more than two (2) continuous hours or more than four (4) hours in one (1) calendar day.
- 2.4 Nursing Respite (HNR) is to relieve a family member or other person caring for the member when the Respite service needs to be provided by a skilled nurse. For Nursing Respite the benefit year is October 1st through September 30th.
- 3. The Division's Health Care Services will conduct nursing assessments at least annually, or more frequently if required by the Division, to reassess need for this service.
- 4. Prior to initiating the service, the Qualified Vendor shall obtain written orders from the member's PCP or physician of record.
 - 4.1 The written physician orders shall be reviewed not later than every sixty-two (62) days (bimonthly) by the PCP or physician of record.

Rate Basis

- 1. Published. The published rate is based on one (1) hour of direct service.
- 2. Throughout the term of the contract, the appropriate billing codes, billing units, and associated billing rules are subject to change. All billing codes and billing units, and associated billing rules will be included in the Division's Policies and Procedures Manual, Billing Manual, *RateBook*, and/or other provider resources made available by the Division.

Direct Service Staff and Agency Qualifications

- 1. The Direct Service Staff shall meet the following requirements:
 - 1.1 Be licensed in accordance with Arizona law and rules (e.g., Nurse Practice Act) to perform the skilled tasks and duties necessary to provide nursing support; and
 - 1.2 Have the requisite supervision required by Arizona law and rules (e.g., Nurse Practice Act).
- 2. The Qualified Vendor shall meet the following requirements:
 - 2.1 Be a Home Health Agency ("HHA") licensed by the Arizona Department of Health Services ("ADHS") and certified by Medicare utilizing RNs, and LPNs under the direction and supervision of an RN, for both intermittent or continuous nursing care; or
 - 2.2 Under certain circumstances in accordance with AHCCCS, be a Home Health Agency licensed by the ADHS utilizing RNs, and LPNs under the direction and supervision of an RN, for both intermittent and continuous nursing care.

2.3 Have a National Provider Identifier (“NPI”).

Recordkeeping and Reporting Requirements

1. The Qualified Vendor shall adhere to the requirements of “non-provision of service” as required by Division policy (see Section 5.2.6 in *Service Requirements/Scope of Work* of the Qualified Vendor Agreement).
2. The Qualified Vendor shall maintain a current and signed plan of treatment and the most current nursing care plan for each member.
3. The Qualified Vendor shall maintain all physician orders for a member in that member’s file.
4. The Qualified Vendor shall give member-specific documentation to the Division upon request.
5. The Qualified Vendor shall submit written monthly progress reports to the member’s PCP or physician of record, and the Division upon request, regarding the care provided to each assigned member.
6. The Qualified Vendor shall provide quarterly written progress reports to the Division’s Health Care Services, including a copy of the current signed plan of treatment, the nursing care plan, and copies of all current physician orders. The quarter is based on the calendar year and the reports are due no later than the fifteenth (15) day following the end of the quarter. The Qualified Vendor shall refer to the Division’s Provider Manual for guidance on report due dates and minimum content of the reports.
7. The Qualified Vendor shall retain documentation of all staff training, including copies of Cardiopulmonary Resuscitation (“CPR”) certification, in the Qualified Vendor’s files.
8. The Qualified Vendor shall maintain daily records on file as proof of the number of hours worked by each direct service staff providing direct service to members.
 - 8.1 Each time sheet, equivalent document, or data system must contain the original signature or other independent verification (that complies with A.R.S. § 41-132) of the member/member’s representative after service delivery confirming the hours worked. Proof of hours worked must be signed or verified by the member/member’s representative before the Qualified Vendor submits the claim for payment.
9. The Qualified Vendor shall notify the Division’s Health Care Services nurse when the member’s skilled needs change prior to the renewal of the sixty-two (62) day physician order.

10. The staff that provide nursing services shall be responsible for all documentation of the member's care, including skilled nursing care such as suctioning, tracheostomy changes, medications, etc.
11. Planning team members' exchanges of information pertaining to nursing shall be documented in the nurse's notes and on the planning document.
12. The Qualified Vendor shall maintain data that demonstrates full compliance with all programmatic and contractual requirements of the Department and the Division.

OCCUPATIONAL THERAPY

Service Description

H052-KA

A service that directs the individual's participation in selected activities to restore, maintain or improve functional skills.

This service provides evaluation, assessment, training, and/or treatment to Division members and is designed to maintain or improve participation and independence in the member's daily activities. This service shall develop and train members and their caregivers in therapeutic activities in order for the member and caregivers to be able to implement the activities throughout the member's day (such therapeutic activities are referred to as a "home program"). Evaluation, assessment, training, and treatment are based on outcomes identified in the member's planning document [e.g., Individual Support Plan ("ISP")].

Service Requirements and Limitations

1. This service is intended for members over the age of three (3) years.
2. This service shall be provided with a parent/family member/caregiver present and participating in the therapy session. Qualified Vendors shall refer to the Division's Provider Manual for guidance regarding participation during therapy sessions.
3. This service may be provided in the following settings:
 - 3.1 The member's home;
 - 3.2 The member's community setting;
 - 3.3 A group home;
 - 3.4 A developmental home (child or adult);
 - 3.5 A skilled nursing facility;
 - 3.6 An Intermediate Care Facility ("ICF");
 - 3.7 The Qualified Vendor's office/center; or
 - 3.8 A Day Treatment and Training location as identified in the member's planning document under the following circumstances:
 - 3.8.1 With the Day Treatment and Training staff present and learning how to implement activities to meet the member's outcome(s) and in conjunction with the home program, or

3.8.2 At the request of the member or member's representative and with the agreement of the Day Treatment and Training program. A parent/family member/caregiver, other than Day Treatment and Training staff, must be present and participating. In this circumstance, the Day Treatment and Training program shall not bill the Division for the time during which the therapy is occurring

4. This service shall not be provided when the member is hospitalized.
5. This service shall utilize a coaching process and style of interaction to build the capacity of the member/parent/family member/caregivers to meet the member's planning document outcomes.
6. This service requires a Primary Care Provider ("PCP") or attending physician's order (i.e., prescription). An evaluation does not require a prescription.

Service Goals and Objectives

Service Goals

1. To address the member's needs in the following areas:
 - 1.1 Fine motor;
 - 1.2 Sensorimotor including sensory processing/sensory integration;
 - 1.3 Feeding;
 - 1.4 Reflexes/muscle tone and other neurodevelopmental functions;
 - 1.5 Functional living skills including socio-emotional developmental needs; and
 - 1.6 Equipment including training, adaptation and/or modification.
2. To support and enhance the member's ability to participate in activities, routines, and events of everyday life.
3. To assist the member and the parent/family member/caregivers in supporting the member's development and participation to incorporate learning opportunities throughout the existing daily routine.

Service Objectives

The Qualified Vendor shall ensure that the following objectives are met:

1. The therapist conducts or obtains an evaluation/assessment of the member's development.
 - 1.1 The evaluation/assessment addresses the concerns and questions of the member's planning team as identified in the member's planning document.
 - 1.2 The evaluation is conducted by a qualified therapist trained to use appropriate methods and procedures for the member being evaluated.
 - 1.3 The evaluation/assessment of the member's development shall include:
 - 1.3.1 A review of pertinent records related to the member's current health status and medical history;
 - 1.3.2 An evaluation of the member's level of functioning and assessment of the unique needs of the member;
 - 1.3.3 An interview with the member and his/her parent/family member/caregivers using appropriate questionnaires;
 - 1.3.4 Direct observations by the therapist; and
 - 1.3.5 Standardized tests and procedures (as appropriate).
 - 1.4 The evaluation/assessment must result in written evaluation reports. The reports shall:
 - 1.4.1 Address the concerns and questions of the member's planning team;
 - 1.4.2 Recommend outcomes and strategies for the member's planning document;
 - 1.4.3 Recommend a home program to be incorporated into the member's daily routine; and
 - 1.4.4 Document other recommendations, as identified, such as equipment needs.
 - 1.5 The therapist reviews and discusses evaluation/assessment results with the member/member's representative and other planning team members.
2. The therapist participates as a member of the planning team by:
 - 2.1 Collaborating with the planning team to ensure that all services, supports, and strategies are coordinated and focus on assisting the member and his/her caregivers to participate in desired activities.
 - 2.2 Reviewing and synthesizing information from all assessments, evaluations, pertinent records, member and family reports, observations and other sources of information.

- 2.3 Identifying potential outcomes to be incorporated into the member's planning document.
- 2.4 Identifying potential strategies/teaming methodologies to meet the therapy outcomes
- 2.5 Documenting and reporting progress toward therapy outcomes.
- 3. The therapist/therapy assistant provides intervention, treatment, and training when professional skills are required to implement outcomes of the member's planning document.
- 4. The therapist develops, trains, and monitors a home program for the member that:
 - 4.1 Contains specific activities that the member and his/her parent/family member/caregivers can do each day to help the member to meet his/her outcomes;
 - 4.2 Is part of the member's daily routines;
 - 4.3 Is reviewed and updated by the therapist as part of all treatment sessions; and
 - 4.4 Is documented in each quarterly report including progress, oversight, changes, and/or additions.
- 5. When therapy is no longer reasonable and necessary on a regular basis, the therapist shall assess and establish a functional maintenance program for the member to achieve the outcomes.
 - 5.1 The therapist shall reassess and revise the maintenance program as needed.
- 6. Discharge planning is assessed throughout service delivery.

Service Utilization Information

- 1. The member's planning document identifies the need for evaluation and assessment.
- 2. The outcomes identified in the member's planning document support the model of service delivery.
- 3. The member's planning team determines who will assist the member in attaining the outcomes.
- 4. All planning team members contribute to the discussion and documentation for types and frequency of services for the member and are not unilateral decision-makers.
- 5. The therapist follows a physician's order (i.e., prescription) for the frequency and duration of services for the member.

6. Services for the member are time-limited and are revised consistent with ongoing assessment and attainment of anticipated outcomes.
7. Service delivery methods, times, days, and locations are flexible and meet the requirements of the member, the member's representative, and his/her caregivers.
8. The therapist makes recommendations for needed equipment, possible adaptations, and repairs and supports the member and his/her parent/family member/caregivers in its use.
 - 8.1 The therapist monitors any equipment that supports the member's outcomes related to their discipline.

Rate Basis

1. Published. The published rate is based on one (1) hour of direct service.
2. Throughout the term of the contract, the appropriate billing codes, billing units, and associated billing rules are subject to change. All billing codes and billing units, and associated billing rules will be included in the Division's Policies and Procedures Manual, Billing Manual, *RateBook*, and/or other provider resources made available by the Division.

Direct Service Staff Qualifications

1. The Qualified Vendor shall ensure that all direct service providers (therapists and therapy assistants) meet all applicable licensure requirements in order to provide therapy services, including:
 - 1.1 Occupational Therapy services must be provided by a person licensed by the Arizona Board of Occupational Therapy Examiners pursuant to Arizona Revised Statutes ("A.R.S."), Title 32, Chapter 34.
 - 1.1.1 An Occupational Therapist utilizing a Certified Occupational Therapy Assistant ("COTA") must adhere to the supervision licensure requirements from the Arizona Board of Occupational Therapy Examiners pursuant to A.R.S., Title 32, Chapter 34.
 - 1.2 Each Occupational Therapist shall have a National Provider Identifier ("NPI").
2. The Qualified Vendor and/or appropriate staff will attend administrative meetings, orientation, and various trainings required by the Division.

Recordkeeping and Reporting Requirements

1. The Qualified Vendor shall submit an evaluation report to the member's Support Coordinator, the member/member's representative, and the PCP within three (3) weeks of the completion of the evaluation.

- 1.1 The content of the evaluation report shall include, at a minimum, the Division's therapy reporting requirements as identified on the Therapy Assessment/ Evaluation Report form.
2. The Qualified Vendor shall ensure that the therapist maintains contact notes for each therapy session and submits the notes to the Division, as requested.
3. The Qualified Vendor shall submit a quarterly individualized progress report on the member to the Division, the member/member's representative, and the PCP. The quarter is based on the calendar year and the reports are due no later than the fifteenth (15) day following the end of the quarter. The Qualified Vendor shall refer to the Division's Provider Manual for guidance on report due dates and minimum content of the reports.
4. The Qualified Vendor shall submit a discharge summary report to the member's Support Coordinator, the member/member's representative, and the member's PCP no later than the tenth (10th) business day after closure of services or a change of a Qualified Vendor.
 - 4.1 The content of the report shall include, at a minimum, the Division's discharge summary reporting requirements as identified on the Quarterly Therapy Progress/ Discharge Report form.
5. The Qualified Vendor shall maintain daily records on file as proof of the number of hours worked by each direct service staff (therapist, therapy assistant) providing direct service to members.
 - 5.1 Each time sheet, equivalent document, or data system must contain the original signature or other independent verification (that complies with A.R.S. § 41-132) of the member/member's representative after service delivery confirming the hours worked. Proof of hours worked must be signed or verified by the member/member's representative before the Qualified Vendor submits the claim for payment.
6. The Qualified Vendor shall maintain a copy of the member's current physician's order (i.e., prescription) for therapy services in the member's record.
7. Upon initiation of service for the member and each month thereafter, the Qualified Vendor shall verify and update current information from the member/parent/family member/caregivers about the member's insurance coverage, Third Party Liability ("TPL"). Updated information shall be provided to the member's Support Coordinator in the method requested by the Division.
8. The Qualified Vendor shall provide and maintain updated information regarding availability, capacity, and contact information in the Division's Therapy Directory as directed by the Division.

9. The Qualified Vendor shall maintain data that demonstrates full compliance with all programmatic and contractual requirements of the Department and the Division.

PERSON CENTERED PLANNING FACILITATION

Service Description

H005-BC

A service that provides an assessment to determine an individual's need for assistance in understanding his or her disability and developing the tools to become more independent and confident in basic living skills.

Person centered planning facilitation is a planning approach for determining, planning for and working toward the preferred future of a person with developmental disabilities in community life. A component of Support Coordination (Case Management) services, this service refers to the facilitation and development of a plan developed in concert with a consumer, his/her family and others that are important to the person. Guided by a trained facilitator, this "person centered" team meets to identify opportunities for the consumer to develop personal relationships, participate in their community, increase control over their own lives, and develop the skills and abilities needed to achieve their goals. The plan focuses both on paid and natural supports and coordination between multiple agencies to assist a consumer in achieving his/her desired future. The planning process is a way to gather and organize information, respects the consumer's choices and preferences, is positive and focused on capacities of both the consumer and the community in which he or she lives, provides an accurate picture of the consumer and his/her desires and is action-oriented with actions steps and timeframes for evaluation.

There are several approaches that use person centered planning. Some that are the most well known in working with people with developmental disabilities include:

- Personal Futures Planning
- Making Action Plans (MAPS)
- Planning Alternative Tomorrows with Hope (PATH)
- Essential Lifestyles Planning.

All approaches are acceptable as long as the person centered plan:

1. Ensures that the primary direction comes from the consumer;
2. Involves family members and friends of the consumer's choice and has a reliance on personal relationships as the primary source of support to the consumer;
3. Focuses on capacities and assets rather than on limitations;
4. Has an emphasis on the settings, services, supports and routines available to the community at large rather than those designed for people with disabilities; and

5. Focuses on quality of life with an emphasis on personal dreams, desired outcomes, and meaningful experiences.

Service Requirements and Limitations

This service may be provided in any setting agreed to by the consumer but is generally provided in the consumer's home or another community setting that is comfortable, informal and hospitable.

Service Goals and Objectives

Service Goals

To facilitate a person centered plan for consumers and their families in order to provide a positive, community-based work plan for life transitions such as school to work or moving from the family home.

Service Objectives

The Qualified Vendor shall ensure that the following objectives are met:

1. Facilitate and develop a person centered plan in conjunction with the consumer, their family and others closest to the person. Service components include:
 - 1.1 Meet with the consumer to explain the person centered planning process and to determine others the consumer would like to have participated in the plan.
 - 1.2 Work with the support coordinator to determine a time and location for the person centered planning session(s) that assures the consumer's participation as well as those the consumer would like to have in attendance.
 - 1.3 Facilitate the person centered planning session(s). During the session(s), the facilitator should assist the consumer to participate as much as possible, establish ground rules, keep the group positive and focused on the consumer's strengths and choices and record the consumer's vision of the future. The vision should be broken down into achievable steps and consider both paid and natural supports. The Plan should be recorded and include, at a minimum, maps/charts on relationships, choices, what works and what does not work, health and safety, vision of the future and action steps.
 - 1.4 Write the plan up and provide a copy of the plan and maps/charts to the consumer and support coordinator.
 - 1.5 If time allows, provide follow-up on action steps by bringing the group back together within three (3) months of the initial person centered planning session(s). If unable to personally bring the group back together, contact the support coordinator by phone to provide ideas and recommendations for next follow-up meeting.

Service Utilization Information

1. This service is provided to consumers who are eligible for the Arizona Long Term Care System (ALTCs).
2. This service is provided to consumers who are experiencing life transitions such as exiting high school to work, moving from the person's family home, young adults 18-25 (eighteen to twenty-five) years old who have family members requesting the use of Attendant Care services provided by a family member, or moving from a nursing home, psychiatric hospital or ICF/MR to the community.
3. This service may also be provided to consumers who are seeking an Individually Designed Living Arrangement, who are participating in Member Directed Supports or who are a priority for planning in order to identify the supports they will need when an aging caregiver is no longer able to provide supports in their home.

Rate Basis

Published.

The basis of payment for this service is the completion and receipt of a person centered plan. This is inclusive of approximately four (4) hours of direct facilitation and up to two (2) hours of preparation and report writing. Payment can be claimed only when the plan is completed and delivered to consumer.

Throughout the term of the contract, the appropriate billing codes, billing units, and associated billing rules are subject to change. All billing codes and billing units, and associated billing rules will be included in the Division's Policies and Procedures Manual, Billing Manual, *RateBook*, and/or other provider resources made available by the Division.

Direct Service Staff Qualifications

The direct service staff must have successfully completed a Division-approved person centered planning facilitator's training session.

Direct service staff shall have the ability to communicate effectively with the consumer in order to provide this service.

Recordkeeping and Reporting Requirements

1. The Qualified Vendor shall maintain copies of all standardized documents and materials used in providing this service for consumer and Division review.
2. The Qualified Vendor shall maintain a copy of the completed written person centered plan, and all related documents, including all preparation documents, the charts/maps, etc.,

and provide a copy of the plan and all related documents to the consumer, the support coordinator and all participants.

3. The Qualified Vendor shall maintain on file a document that contains the signature of the consumer or the consumer's representative that acknowledges receipt of a copy of the completed person centered plan and related documents.
4. The Qualified Vendor shall maintain data that demonstrates full compliance with all programmatic and contractual requirements of the Department and the Division.

Service Not Being Solicited

PHYSICAL THERAPY

Service Description

H052-KB

A service that provides treatment to restore, maintain or improve a physical function.

This service provides evaluation, assessment, training, and/or treatment to Division members and is designed to maintain or improve participation and independence in the member's daily activities. This service shall develop and train members and their caregivers in therapeutic activities in order for the member and caregivers to be able to implement the activities throughout the member's day (such therapeutic activities are referred to as a "home program"). Evaluation, assessment, training, and treatment are based on outcomes identified in the member's planning document [e.g., Individual Support Plan ("ISP")].

Service Requirements and Limitations

1. This service is intended for members over age of three (3) years and under the age of twenty-one (21) years.
2. This service shall be provided with a parent/family member/caregiver present and participating in the therapy session. Qualified Vendors shall refer to the Division's Provider Manual for guidance regarding participation during therapy sessions.
3. This service may be provided in the following settings:
 - 3.1 The member's home;
 - 3.2 The member's community setting;
 - 3.3 A group home;
 - 3.4 A developmental home (child or adult);
 - 3.5 A skilled nursing facility;
 - 3.6 An Intermediate Care Facility ("ICF"), including members over the age of twenty-one (21) years; or
 - 3.7 The Qualified Vendor's office/center; or
 - 3.8 A Day Treatment and Training location as identified in the member's planning document under the following circumstances:

- 3.8.1 With the Day Treatment and Training staff present and learning how to implement activities to meet the member's outcome(s) and in conjunction with the home program, or
 - 3.8.2 At the request of the member or member's representative and with the agreement of the Day Treatment and Training program. A parent/family member/caregivers, other than the Day Treatment and Training staff, must be present and participating. In this circumstance, the Day Treatment and Training program shall not bill the Division for the time in which the therapy is occurring.
- 4. This service shall not be provided when the member is hospitalized.
 - 5. This service shall utilize a coaching process and style of interaction to build the capacity of the member/parent/family member/caregivers to meet the member's planning document outcomes.
 - 6. This service require a Primary Care Provider ("PCP") or attending physician's order (i.e., prescription). An evaluation does not require a prescription.

Service Goals and Objectives

Service Goals

- 1. To address the member's needs in the following areas:
 - 1.1 Gross motor, gait, balance, proprioception, strength, and fine motor,
 - 1.2 Muscle tone, neuromuscular, cardiovascular,
 - 1.3 Reflex testing (as appropriate), and
 - 1.4 Equipment including training, adaptation and/or modifications.
- 2. To support and enhance the member's ability to participate in activities, routines, and events of everyday life.
- 3. To assist the member and the parent/family member/caregivers in supporting the member's development and participation to incorporate learning opportunities throughout the existing daily routine.

Service Objectives

The Qualified Vendor shall ensure that the following objectives are met:

- 1. The therapist conducts or obtains an evaluation/assessment of the member's development.

- 1.1 The evaluation/assessment addresses the concerns and questions of the member's planning team as identified in the member's planning document.
 - 1.2 The evaluation is conducted by a qualified therapist who is trained to use appropriate methods and procedures for the member being evaluated.
 - 1.3 The evaluation/assessment of the member's development shall include:
 - 1.3.1 A review of pertinent records related to the member's current health status and medical history;
 - 1.3.2 An evaluation of the member's level of functioning and assessment of the unique needs of the member;
 - 1.3.3 An interview with the member and his/her parent/family member/caregivers using appropriate questionnaires;
 - 1.3.4 Direct observations by the therapist; and
 - 1.3.5 Standardized test and procedures (as appropriate).
 - 1.4 The evaluation/assessment must result in written evaluation reports. The reports shall:
 - 1.4.1 Address the concerns and questions of the member's planning team;
 - 1.4.2 Recommend outcomes and strategies for the member's planning document;
 - 1.4.3 Recommend a home program to be incorporated into the member's daily routine; and
 - 1.4.4 Document other recommendations, as identified, such as equipment needs.
 - 1.5 The therapist reviews and discusses evaluation/assessment results with the member/member's representative and other planning team members.
2. The therapist participates on the member's planning team by:
 - 2.1 Collaborating with the planning team to ensure that all services, supports, and strategies are coordinated and focus on assisting the member and his/her caregivers to participate in desired activities.
 - 2.2 Reviewing and synthesizing information from all assessments, evaluations, pertinent records, member and family reports, observations, and other sources of information.

- 2.3 Identifying potential outcomes to be incorporated into the member's planning document.
- 2.4 Identifying potential strategies/teaming methodologies to meet the therapy outcomes.
- 2.5 Documenting and reporting progress toward therapy outcomes.
- 3. The therapist/therapy assistant shall provide intervention, treatment, and training when professional skills are required to implement outcomes of the member's planning document.
- 4. The therapist develops, trains, and monitors a home program for the member that:
 - 4.1 Contains specific activities that the member and his/her parent/family member/caregivers can do each day to help the member to meet his/her outcomes.
 - 4.2 Is part of the member's daily routines; and
 - 4.3 Is reviewed and updated by the therapist as part of all treatment sessions; and
 - 4.4 Is documented in each quarterly report including progress, oversight, changes, and/or additions.
- 5. When therapy is no longer reasonable and necessary on a regular basis, a therapist shall access and establish a functional maintenance program for the member to achieve the outcomes.
 - 5.1 The therapist shall reassess and revise the maintenance program as needed.
- 6. Discharge planning is assessed throughout service delivery.

Service Utilization Information

- 1. The member's planning document identifies the need for evaluation and assessment.
- 2. The outcomes identified in the member's planning document support the model of service delivery.
- 3. The member's planning team determines who will assist the member in attaining the outcomes.
- 4. All planning team members contribute to the discussion and documentation for types and frequency of services for the member and are not unilateral decision-makers.
- 5. The therapist follows a physician's order (i.e., prescription) for the frequency and duration of services for the member.

6. Services for the member are time-limited and are revised consistent with ongoing assessment and attainment of anticipated outcomes.
7. Service delivery methods, times, days, and locations are flexible and meet the requirements of the member, the member's representative, and his/her caregivers.
8. The therapist makes recommendations for needed equipment, possible adaptations, and repairs and supports the member and his/her parent/family member/caregiver in its use.
 - 8.1 The therapist monitors any equipment that supports the member's outcomes related to their discipline.

Rate Basis

1. Published. The published rate is based on one (1) hour of direct service.
2. Throughout the term of the contract, the appropriate billing codes, billing units, and associated billing rules are subject to change. All billing codes and billing units, and associated billing rules will be included in the Division's Policies and Procedures Manual, Billing Manual, *RateBook*, and/or other provider resources made available by the Division.

Direct Service Staff Qualifications

1. The Qualified Vendor shall ensure that all direct service providers (therapists and therapy assistants) meet all applicable licensure requirements in order to provide therapy services, including:
 - 1.1 Physical Therapy services must be provided by a person licensed by the Arizona Board of Physical Therapy Examiners pursuant to Arizona Revised Statutes ("A.R.S."), Title 32, Chapter 19.
 - 1.1.1 A Physical Therapist using a Physical Therapy Assistant must adhere to the supervision requirements from the Arizona Board of Physical Therapy Examiners pursuant to A.R.S., Title 32, Chapter 19.
 - 1.2 Physical Therapy Technicians or other persons who are not Physical Therapists or Physical Therapy Assistants shall not be used to provide this service.
 - 1.3 Each Physical Therapist shall have a National Provider Identifier ("NPI").
2. The Qualified Vendor and/or staff will attend administrative meetings, orientation and various trainings required by the Division.

Recordkeeping and Reporting Requirements

1. The Qualified Vendor shall submit an evaluation report to the member's Support Coordinator, the member/member's representative, and the PCP within three (3) weeks of the evaluation.
 - 1.1 The content of the evaluation report shall include, at a minimum, the Division's therapy reporting requirements as identified on the Therapy Assessment/Evaluation report form.
2. The Qualified Vendor shall ensure that the therapist maintains contact notes for each therapy session and submits the notes to the Division as requested.
3. The Qualified Vendor shall submit quarterly individualized progress reports on the member to the Division and the member/member's representative unless the member/member's representative has requested not to receive them. The quarter is based on the calendar year and the reports are due no later than the fifteenth (15) day following the end of the quarter. The Qualified Vendor shall refer to the Division's Provider Manual for guidance on report due dates and minimum content of the reports.
4. The Qualified Vendor shall submit a discharge summary report to the member's Support Coordinator, the member/member's representative, and the PCP no later than the tenth (10th) business day after closure of services or a change of a Qualified Vendor.
 - 4.1 The content of the report shall include, at a minimum, the Division's discharge summary reporting requirements as identified on the Division's Quarterly Therapy Progress/Discharge Report form.
5. The Qualified Vendor shall maintain daily records on file as proof of the number of hours worked by each direct service staff (therapists/therapy assistants) providing direct service to members.
 - 5.1 Each time sheet, equivalent document, or data system must contain the original signature or other independent verification (that complies with A.R.S. § 41-132) of the member/member's representative confirming the hours worked. Proof of hours worked must be signed or verified by the member/member's representative prior to the Qualified Vendor submitting the claim for payment.
6. The Qualified Vendor shall maintain a copy of the member's current physician's order (i.e., prescription) for therapy services in the member's record.
7. Upon initiation of service for the member and each month thereafter, the Qualified Vendor shall verify and update current information from the member/parent/family member/caregivers about the member's insurance coverage, Third Party Liability ("TPL"). Updated information shall be provided to the member's Support Coordinator in the method requested by the Division.

8. The Qualified Vendor shall provide and maintain updated information regarding availability, capacity, and contact information in the Division's Therapy Directory as directed by the Division.
9. The Qualified Vendor shall maintain data that demonstrates full compliance with all programmatic and contractual requirements of the Department and the Division.

RESPIRATORY THERAPY

Service Description

H052-KC

A service that provides treatment to restore, maintain or improve breathing.

Service Requirements and Limitations

1. This service shall be performed by a qualified respiratory practitioner under Arizona Revised Statutes (“A.R.S.”) § 32-3501 (respiratory therapist or respiratory therapy technician) who is licensed by the Arizona State Board of Respiratory Care Examiners pursuant to A.R.S. § 32-3501 and a graduate of an accredited respiratory care education program curriculum that is accredited/approved by the American Medical Association's Committee on Allied Health Education and in collaboration with the Joint Review Committee for Respiratory Therapy Education.
2. This service shall be prescribed by a qualified and licensed physician as part of a written plan of care which must include the frequency, duration, and scope of the Respiratory Therapy.
 - 2.1 A qualified and licensed physician shall be a person who is qualified and licensed pursuant to A.R.S. Title 32, Chapter 13 or Chapter 17, and any other applicable state and federal laws.
3. If this service is provided to a Division member who is Arizona Long-Term Care (“ALTCS”) eligible, the therapist shall be registered with the Arizona Health Care Cost Containment System (“AHCCCS”).
4. If skilled nursing personnel are unavailable to provide ventilator dependent care in the Division member’s home or home and community-based approved alternative residential setting, the service may be provided by a licensed respiratory practitioner when the following conditions are met:
 - 4.1 The member’s Primary Care Provider (“PCP”) or physician of record must approve/order the care by the Respiratory Therapist,
 - 4.2 The member’s care requirements must fall within the scope of practice for the licensed Respiratory Therapist as defined in A.R.S. § 32-3501, and
 - 4.3 Orientation to the care needs unique to the member must be provided by the usual caregiver and/or the member.

Service Goals and Objectives

Service Goals

1. To provide treatment to restore, maintain, or improve respiratory functions.
2. To improve the functional capabilities and physical well-being of the member.

Service Objectives

The Qualified Vendor shall ensure that the following objectives are met:

1. Based upon physician's orders and authorization by the Division's Health Care Services nurse, ensure that the Respiratory Therapist provides Respiratory Therapy to restore, maintain, or improve respiratory functions.
2. Ensure that the therapist:
 - 2.1 Conducts an assessment and/or reviews previous assessment(s) of the member, including the need for special equipment.
 - 2.2 Discusses assessment(s) with the PCP or physician of record and participates with the Division's Health Care Services nurse and the member's planning team [e.g., Individual Support Plan ("ISP") team] to develop the member's treatment plan.
 - 2.3 Implements respiratory therapy treatment for the member as indicated by the assessment(s) and the member's treatment plan.
 - 2.4 Monitors and reassesses the member's needs on a regular basis and upon request by the Division.
 - 2.5 Provides written reports to Division staff as requested.
 - 2.6 Attends planning team meetings as appropriate and/or if requested by Division staff.
 - 2.7 Provides training and technical assistance to the member, the member's family, caregivers, and other appropriate persons.
 - 2.8 Develops and teaches therapy objectives and/or techniques to be implemented by the member, the member's family, caregivers, and/or appropriate persons and provides instruction on the use and care of special equipment.
 - 2.9 Consults with the member, the member's representative, the member's Support Coordinator, medical supply representatives, and other professional and paraprofessional staff on the features and design of special equipment that the member may need.

Service Utilization Information

1. Using the assessment and plan development processes, the therapist shall collaborate with the member's planning team to assess a member's needs based upon what is normally expected to be performed by a member and/or his/her natural supports, and gives consideration to age-appropriate expectations of the member and his/her natural supports (i.e., what can reasonably be expected of the member based on his/her age).
2. This service shall not supplant the care provided by the member's natural supports.
3. The member's assessment shall be documented in the member's planning document.
4. Prior to initiating the service, the Qualified Vendor shall obtain written orders from the member's PCP or physician of record. The written physician orders will be reviewed every sixty-two (62) days (bimonthly) by the PCP or physician of record and authorized/monitored by the Division's Health Care Services in conjunction with the member's Support Coordinator.

Rate Basis

1. Published. The published rate is based on one (1) unit of direct service.
2. Throughout the term of the contract, the appropriate billing codes, billing units, and associated billing rules are subject to change. All billing codes and billing units, and associated billing rules will be included in the Division's Policies and Procedures Manual, Billing Manual, *RateBook*, and/or other provider resources made available by the Division.

Direct Service Staff and Agency Qualifications

1. The direct service staff shall:
 - 1.1 Be a qualified respiratory practitioner under A.R.S. § 32-3501 (respiratory therapist or respiratory therapy technician),
 - 1.2 Be licensed by the Arizona State Board of Respiratory Care Examiners as pursuant to A.R.S. § 32-3501,
 - 1.3 Be a graduate of an accredited respiratory care education program curriculum that is accredited/approved by the American Medical Association's Committee on Allied Health Education and in collaboration with the Joint Review Committee for Respiratory Therapy Education, and
 - 1.4 Have a National Provider Identifier ("NPI").
2. The Qualified Vendor shall meet the following requirements:

- 2.1 Be a Home Health Agency (HHA) licensed by the Arizona Department of Health Services (“ADHS”) and certified by Medicare utilizing Registered Nurses (“RNs”), and Licensed Practical Nurses (“LPNs”) under the direction and supervision of an RN, for both intermittent or continuous nursing care; or
- 2.2 Under certain circumstances in accordance with AHCCCS, be a Home Health Agency licensed by the ADHS utilizing RNs, and LPNs under the direction and supervision of an RN, for both intermittent and continuous nursing care.
- 2.3 Have a National Provider Identifier (“NPI”).

Recordkeeping and Reporting Requirements

1. The Qualified Vendor shall provide written reports to the Division as requested.
2. The Qualified Vendor shall maintain files documenting the qualifications for each direct service staff as defined above.
3. The Qualified Vendor shall maintain daily records on file as proof of the number of hours worked by each direct service staff providing direct service to members.
 - 3.1 Each time sheet, equivalent document, or data system shall contain the original signature or other independent verification (that complies with A.R.S. § 41-132) of the member/member’s representative after service delivery confirming the hours worked. Proof of hours worked must be signed or verified by the member/member’s representative before the Qualified Vendor submits the claim for payment.
4. The Qualified Vendor shall maintain data that demonstrates full compliance with all programmatic and contractual requirements of the Department and the Division.

RESPITE

Service Description

H048-JN

A service that provides short-term care and supervision consistent with the health needs of the person to supplement care to provide a safe living environment and/or to support or relieve caregivers for the benefit of the person.

Services are provided as a planned or unplanned non-routine interval of rest and/or relief to a family member or other unpaid person who resides with and provides ongoing care for a Division member.

Service Requirements and Limitations

1. This service may be provided in the following settings:
 - 1.1 The member's home,
 - 1.2 The member's community,
 - 1.3 The home of the direct service staff,
 - 1.4 A licensed group home or developmental home (child or adult) under certain circumstances with the approval of the Division District Program Manager or designee where the service is being provided, or
 - 1.5 An administrative or service site of the Qualified Vendor (whether owned or leased).
2. When the service occurs in an administrative or service site of the Qualified Vendor (whether owned or leased) or home of the direct service staff, the site must be licensed and/or inspected, and certified.
3. If out-of-home respite is provided in a licensed facility, the facility shall not provide services to more members than its license allows.
4. This service shall not be provided when the member is hospitalized.
5. This service shall not be provided to members living in group homes or vendor supported developmental homes (child or adult) when the home is the member's primary ongoing residence, skilled nursing facilities, non-state operated Intermediate Care Facilities ("ICFs"), or Level I or Level II behavioral health facilities, or to members living independently.
6. The current annual limit for this service is six hundred (600) hours per member. For Respite the benefit year is October 1st through September 30th.

Service Goals and Objectives

Service Goals

1. To provide relief to a family member or person caring for a member.
2. To provide supervision either in or outside of the home, as well as supporting the emotional, physical, and mental well-being of the member.

Service Objectives

The Qualified Vendor shall ensure that the following objectives are met:

1. Determine the member's routine plan of care from the member/member's caregiver.
2. As identified in the member's planning document [e.g., Individual Support Plan ("ISP")] and/or routine plan of care, provide respite care and service to the member.
 - 2.1 Provide for the social, emotional, and physical needs of the member.
 - 2.2 Assist with self-administration of medication or medication reminders.
 - 2.3 Provide first aid and appropriate attention to injury and illness.
 - 2.4 Ensure provision of food to meet daily dietary needs. Therapeutic diets requiring specialized ingredients or food supplements will be supplied by the family.
 - 2.5 Assist the member in utilizing transportation to support the member in all daily living activities, e.g., day treatment and training, employment situation, medical appointments, visits with family and friends, and other activities.
 - 2.6 Carry out any programs identified in the member's planning document and/or routine plan of care.

Service Utilization Information

1. The amount of Respite is determined on a yearly basis through the planning process not to exceed the amount set by Federal or State Medicaid rules [six hundred (600) hours].
2. The planning team shall decide, prior to the delivery of services, who and how service delivery will be monitored.
3. When families have more than one (1) member eligible for Respite from the Division and all eligible members will be receiving Respite at the same time, the hours will be deducted from the authorized level of Respite for each member.

4. Families receiving Respite for a member who wishes other non-eligible individuals to receive care will be responsible for the costs of serving the non-eligible individual. The Division will only pay for services delivered to members authorized by the Division to receive such service. If the non-eligible individual(s) are utilizing the same caregiver, the applicable multiple client rate would apply for the Division-eligible members. For example, if two (2) members were eligible and a third (3rd) individual was not eligible and all three (3) individuals were sharing the direct service provider, the three (3) person multiple client rate would be the proper rate for the two (2) eligible members, not a two (2) person rate.
5. The Qualified Vendor shall not serve, at one time, more individuals than can safely be provided for, and not more than three (3) people by one (1) direct service staff person, giving considerations to compatibility (e.g., age, diagnoses, behavior, gender).
6. Members shall be in the care of a certified/contracted Respite provider at all times while in Respite service. The member will not be transferred to another certified/contracted Respite provider without the consent of the member/member's representative.
7. If the member requires respite to be provided by a skilled nurse as assessed by the Division's Health Care Services Nurse, the service becomes Nursing Respite. When providing Nursing Respite, the Qualified Vendor shall have applied for and been awarded the service of Nursing.
8. This service is not intended to be used for the sole purpose of transportation but may be used to provide incidental transportation necessary to support the member's program activities.

Rate Basis

1. Published. The published rate is based on one (1) hour of direct service.
2. Throughout the term of the contract, the appropriate billing codes, billing units, and associated billing rules are subject to change. All billing codes and billing units, and associated billing rules will be included in the Division's Policies and Procedures Manual, Billing Manual, *RateBook*, and/or other provider resources made available by the Division.

Direct Service Staff Qualifications

1. All direct service staff must have at least three (3) months experience in providing assistance to an individual to meet essential personal physical needs as described in Arizona Administrative Code ("A.A.C.") R6-6-1532 ("such as showering, bathing, toileting, and eating").
2. Direct service staff must have the ability to provide assistance to a member to meet essential personal, physical, and homemaking needs. This ability includes social, physical, and emotional fitness.

Direct Service Training Requirements

See Section 5.3.5 in *Service Requirements/Scope of Work* in the Qualified Vendor Agreement pertaining to Direct Service Training Requirements.

Recordkeeping and Reporting Requirements

1. The Qualified Vendor shall maintain daily records on file as proof of the number of hours worked by each direct service staff providing direct service to members.
 - 1.2 Each time sheet, equivalent document, or data system shall contain the original signature or other independent verification (that complies with A.R.S. § 41-132) of the member/member's representative after service delivery as confirmation of hours worked. Proof of hours worked must be signed or verified by the member/member's representative before the Qualified Vendor submits the claim for payment.
2. The Qualified Vendor shall adhere to the requirements of "non-provision of service" as required by Division policy (see Section 5.2.6 in *Service Requirements/Scope of Work* in the Qualified Vendor Agreement).
3. The Qualified Vendor shall maintain data that documents full compliance with all programmatic and contractual requirements of the Department and the Division.

ROOM AND BOARD, ALL GROUP HOMES

Service Description

H004-AV

A 24-hour day service that provides for a safe and healthy living environment that meets the physical needs of an individual.

Service Requirements and Limitations

1. This service may be provided in an Arizona Department of Health Services (“ADHS”) licensed DDD group home upon authorization by the Division.
2. This service assumes that the Division member will be afforded, at a minimum:
 - 2.1 Personal sleeping accommodations;
 - 2.2 The provision of all daily nutrition and three (3) healthy meals and snacks as appropriate;
 - 2.3 The provision of household supplies;
 - 2.4 Physical and private accommodations for members to perform daily personal hygiene;
 - 2.5 The provision of basic personal hygiene supplies;
 - 2.6 Sufficient provision of storage space for the member’s personal use and safekeeping of his/her personal belongings;
 - 2.7 Physical accommodations sufficient to afford a comfortable and safe environment for all activities of daily living in a home; and
 - 2.8 Privacy.
3. The Qualified Vendor providing this service shall also provide the service of Habilitation, Group Home. The Qualified Vendor shall apply for and have been awarded the service of Habilitation, Group Home.

Service Goals and Objectives

Service Goal

To provide a residential environment that is dignified and “home-like,” ensures a safe and healthy living arrangement, and meets the physical and emotional needs of the member.

Service Objectives

The Qualified Vendor shall ensure that the following objectives are met:

1. Involvement of the member and/or the member's representative in furnishings/decor of the home and personal space, and any necessary modifications to optimize independence and personal preferences. This shall also allow for reasonable and safe accommodation of the member's personal belongings.
2. A safe and healthy living environment which meets the physical and emotional needs of the member, is culturally appropriate, and is available to the member on a twenty-four (24) hour basis.
 - 2.1 An ongoing secondary use of the physical residence (e.g., day program, non-emergency respite center) is not appropriate unless (a) all residents or guardians of residents consent to such use, (b) the residence is zoned for the type of secondary use and has all of the requisite licensures and certifications, and (c) has been approved by the Division's District Program Manager or designee.
3. The nutritional maintenance for members served by planning, preparing, and providing nutritionally-balanced meals and snacks in accordance with the member's needs and in conjunction with the member's preference. Planning and preparation shall be consistent with generally accepted dietary standards and guidelines for healthy Americans. Menus shall be planned and posted on a weekly basis with member participation. Menu planning will ensure that members receive three (3) nutritious meals per day and appropriate snacks in accordance with the United States Department of Agriculture ("USDA") dietary guidelines located at <http://www.cnpp.usda.gov/dietaryguidelines.htm>.
4. The provision of room and board services to members in residential settings where habilitation services are being providing in an ADHS licensed DDD group home (i.e., group homes, nursing supported group homes, and community protection and treatment group homes).
5. The Qualified Vendor is paid for the room and board service with the following exceptions:
 - 5.1 When habilitation services are provided to members who are Native American and for whom their Tribe or Bureau of Indian Affairs has agreed to pay for the room and board services.
 - 5.2 When cost share agreements are made by the Division with a behavioral health entity to pay for room and board services as part of "wrap around" services for a member.
 - 5.3 For members who are receiving services under some other source of funding.
6. Ensure that residential responsibilities are explained to members prior to service delivery. Member responsibilities and staff responsibilities shall be identified as applicable to residential group home living. The Division uses the "lodging" standard that Americans

expect when they stay at a motel: clean linens; bed; storage; safety; privacy; gentle accommodations such as telephone, television, radio, alarm clocks; and hygiene supplies.

Service Utilization Information

1. This service is provided to members who have been authorized to receive habilitation services provided in an ADHS licensed DDD group home.
2. This service is authorized for the day.
3. If a member is absent from the Qualified Vendor's facility, the Qualified Vendor may bill the Division for this member. However, the Qualified Vendor shall not bill the Division for vacancies. An absence exists when the member is not at the Qualified Vendor's facility but is expected to return. A vacancy exists when the member is no longer a resident of the Qualified Vendor's home.

Rate Basis

1. Published. The published rate is based on one (1) day of the average cost of room and board.
2. Throughout the term of the contract, the appropriate billing codes, billing units, and associated billing rules are subject to change. All billing codes and billing units, and associated billing rules will be included in the Division's Policies and Procedures Manual, Billing Manual, *RateBook*, and/or other provider resources made available by the Division.

Direct Service Staff Qualifications

Direct service staff shall have the ability to carry out residential staff responsibilities on behalf of the Qualified Vendor.

Recordkeeping and Reporting Requirements

1. The Qualified Vendor shall maintain documentation to show that all residents of the home were provided with information regarding residential responsibilities of the Qualified Vendor and the member prior to service delivery.
2. The Qualified Vendor shall maintain weekly menus and have them available upon request from the Division.
3. The Qualified Vendor shall maintain data that demonstrates full compliance with all programmatic and contractual requirements of the Department and the Division.

ROOM AND BOARD, VENDOR SUPPORTED DEVELOPMENTAL HOME (CHILD AND ADULT)

Service Description

H004-AV

A 24-hour day service that provides for a safe and healthy living environment that meets the physical needs of an individual.

Service Requirements and Limitations

1. This service shall be provided in a family-based home which is licensed by the Department's Office of Licensing, Certification, and Regulation ("OLCR") as a developmental home (child or adult).
2. The Qualified Vendor providing this service shall also provide the service of Habilitation, Vendor Supported Developmental Home (Child and Adult). The Qualified Vendor shall apply for and have been awarded the service of Habilitation, Vendor Supported Developmental Home (Child and Adult).

Service Goals and Objectives

Service Goal

To provide a residential environment that is dignified and in a "family based" setting, which ensures a safe and healthy living arrangement, and meets the physical and emotional needs of the member.

Service Objectives

The Qualified Vendor shall ensure that the following objectives are met:

1. Involvement of the member or the member's representative in the furnishings/decor of the member's personal space within the family household. Support necessary modifications to optimize independence and personal preferences of the member.
2. A safe and healthy living environment which meets the physical and emotional needs of the member, is culturally appropriate, and is available on a twenty-four (24) hour basis.
3. The nutritional maintenance of members by ensuring that three (3) nutritious meals per day and appropriate snacks are planned, prepared, and served that meet the member's needs and in conjunction with the member's preference in accordance with United States Department of Agriculture ("USDA") dietary guidelines at <http://www.cnpp.usda.gov/dietaryguidelines.htm>.

4. The developmental home subcontractor is paid for the room and board service with the following exceptions:
 - 4.1 When members are Native American for whom their Tribe or Bureau of Indian Affairs has agreed to pay for the room and board services.
 - 4.2 When cost share agreements are made by the Division with a behavioral health entity to pay for room and board services as part of “wrap around” services for a member.
5. Prior to service delivery, ensure that the responsibilities of the member and the developmental home subcontractor are identified as applicable to developmental home living and that the member’s responsibilities are explained in writing to the member.
6. Ensure that household and personal hygiene supplies are available for the member’s use.

Service Utilization Information

1. This service is provided to members who have been authorized to receive habilitation services provided in an OLCR licensed developmental home.
2. This service is authorized for the day.
3. If a member is absent from the Qualified Vendor’s developmental home, the Qualified Vendor may bill the Division for this resident. However, the Qualified Vendor shall not bill the Division for vacancies. An absence exists when the member is not at the Qualified Vendor’s developmental home but is expected to return. A vacancy exists when a member is no longer a resident of the Qualified Vendor’s developmental home.

Rate Basis

1. Published. The published rate is based on one (1) day of the average cost of room and board.
2. Throughout the term of the contract, the appropriate billing codes, billing units, and associated billing rules are subject to change. All billing codes and billing units, and associated billing rules will be included in the Division’s Policies and Procedures Manual, Billing Manual, *RateBook*, and/or other provider resources made available by the Division.

Direct Service Staff Qualifications

Direct service staff (both the developmental home subcontractor and the Qualified Vendor’s direct care staff) shall have the ability to carry out staff responsibilities on behalf of the Qualified Vendor.

Recordkeeping and Reporting Requirements

1. The Qualified Vendor shall maintain documentation to show that the member was provided with written information regarding the residential responsibilities of the developmental home subcontractor and the member prior to service delivery.
2. The Qualified Vendor shall maintain data that demonstrates full compliance with all programmatic and contractual requirements of the Department and the Division.

SECTION 7

SERVICE SPECIFICATIONS

The individual Service Specifications are included in this section. Each specification is titled as an individual document, and is paginated as such with a footer which has the service name (abbreviated in some cases) with the page number in the middle of the page footer.

SPEECH THERAPY

Service Description

H052-KB

A service that provides evaluations, program recommendations and/or treatment/training in receptive and expressive language, voice, articulation and fluency.

This service provides evaluation, assessment, training, and/or treatment to Division members and is designed to maintain or improve participation and independence in the member's daily activities. This service shall develop and train members and their caregivers in therapeutic activities in order for the member and caregivers to be able to implement the activities throughout the member's day (such therapeutic activities are referred to as a "home program"). Evaluation, assessment, training, and treatment are based on outcomes identified in the member's planning document [e.g., Individual Support Plan ("ISP")].

Service Requirements and Limitations

1. This service is intended for members over the age of three (3) years.
2. This service shall be provided with a parent/family member/caregiver present and participating in the therapy session. Qualified Vendors shall refer to the Division's Provider Manual for guidance regarding participation during therapy sessions.
3. This service may be provided in the following settings:
 - 3.1 The member's home;
 - 3.2 The member's community setting;
 - 3.3 A group home;
 - 3.4 A developmental home (child or adult);
 - 3.5 A skilled nursing facility;
 - 3.6 An Intermediate Care Facility ("ICF");
 - 3.7 The Qualified Vendor's office/center; or
 - 3.8 A Day Treatment and Training location as identified in the member's planning document under the following circumstances:
 - 3.8.1 With the Day Treatment and Training staff present and learning how to implement activities to meet the member's outcomes(s) and in conjunction with the home program, or

3.8.2 At the request of the member or member's representative and with the agreement of the Day Treatment and Training program. A parent/family member/caregiver, other than Day Treatment and Training staff, must be present and participating. In this circumstance, the Day Treatment and Training program shall not bill the Division for the time in which the therapy is occurring.

4. This service shall not be provided when the member is hospitalized.
5. This service shall utilize a coaching process and style of interaction to build the capacity of the member/family/caregivers to meet the member's planning document outcomes.
6. This service requires a Primary Care Provider ("PCP") or attending physician's order (i.e., prescription). An evaluation does not require a prescription.

Service Goals and Objectives

Service Goals

1. To address the member's needs in the following areas:
 - 1.1 Oral peripheral mechanism;
 - 1.2 Feeding;
 - 1.3 Expressive and receptive language levels (including social language and sign language);
 - 1.4 Phonation/respiration/voice clarity;
 - 1.5 Fluency (stuttering);
 - 1.6 Articulation; and
 - 1.7 Equipment including training, adaptation and/or modifications for augmentative/assistive technology.
2. To support and enhance the member's ability to participate in activities, routines, and events of everyday life.
3. To assist the member and the parent/family member/caregivers in supporting the member's development and participation to incorporate learning opportunities throughout the existing daily routine.

Service Objectives

The Qualified Vendor shall ensure that the following objectives are met:

1. The therapist conducts or obtains an evaluation/assessment of the member's development.
 - 1.1 The evaluation/assessment addresses the concerns and questions of the member's planning team as identified in the member's planning document.
 - 1.2 The evaluation is conducted by a qualified therapist trained to use appropriate methods and procedures for the member being evaluated.
 - 1.3 The evaluation/assessment of the member's development shall include:
 - 1.3.1 A review of pertinent records related to the member's current health status and medical history;
 - 1.3.2 An evaluation of the member's level of functioning and assessment of the unique needs of the member;
 - 1.3.3 An interview with the member and his/her parent/family member/caregivers using appropriate questionnaires;
 - 1.3.4 Direct observations by the therapist; and
 - 1.3.5 Standardized tests and procedures (as appropriate).
 - 1.4 The evaluation/assessment must result in written evaluation reports. The reports shall:
 - 1.4.1 Address the concerns and questions of the member's planning team;
 - 1.4.2 Recommend outcomes and strategies for the member's planning document;
 - 1.4.3 Recommend a home program to be incorporated into the member's daily routine; and
 - 1.4.4 Document other recommendations, as identified, such as equipment needs.
 - 1.5 The therapist reviews and discusses evaluation/assessment results with the member/member's representative and other planning team members.
2. The therapist participates on the member's planning team by:
 - 2.1 Collaborating with the planning team to ensure that all services, supports, and strategies are coordinated and focus on assisting the member and his/her parent/family member/caregivers to participate in desired activities.

- 2.2 Reviewing and synthesizing information from all assessments, evaluations, pertinent records, member and family reports, observations, and other sources of information.
- 2.3 Identifying potential outcomes to be incorporated into the member's planning document.
- 2.4 Identifying potential strategies/teaming methodologies to meet the therapy outcomes.
- 2.5 Documenting and reporting progress toward therapy outcomes.
- 3. The therapist/therapy assistant provides intervention, treatment, and training when professional skills are required to implement outcomes of the member's planning document.
- 4. The therapist develops, trains, and monitors a home program for the member that:
 - 4.1 Contains specific activities that the member and his/her parent/family member/caregivers can do each day to help the member to meet his/her outcomes.
 - 4.2 Is part of the member's daily routines;
 - 4.3 Is reviewed by the therapist with the parent/family member/caregiver and updated by the therapist as part of all treatment sessions; and
 - 4.4 Is documented in each quarterly report including progress, oversight, changes, and/or additions.
- 5. When therapy is no longer reasonable and necessary on a regular basis, a therapist shall assess and establish a functional maintenance program for the member to achieve the outcomes.
 - 5.1 The therapist shall reassess and revise the maintenance program as needed.
- 6. Discharge planning is assessed throughout service delivery.

Service Utilization Information

- 1. The member's planning document identifies the need for evaluation and assessment.
- 2. The outcomes identified in the member's planning document support the model of service delivery.
- 3. The member's planning team determines who will assist the member in attaining the outcomes.

4. All planning team members contribute to the discussion and documentation for types and frequency of services for the member and are not unilateral decision-makers.
5. The therapist follows a physician's order (i.e., prescription) for the frequency and duration of services for the member.
6. Services for the member are time-limited and are revised to reflect ongoing assessment and attainment of anticipated outcomes.
7. Service delivery methods, times, days, and locations are flexible and meet the requirements of the member, the member's representative, and his/her parent/family member/caregivers.
8. The therapist makes recommendations for needed equipment, possible adaptations, and repairs and supports the member and his/her parent/family member/caregivers in its use.
 - 8.1 The therapist monitors any equipment that supports the member's outcomes related to their discipline.

Rate Basis

1. Published. The published rate is based on one (1) hour of direct service.
2. Throughout the term of the contract, the appropriate billing codes, billing units, and associated billing rules are subject to change. All billing codes and billing units, and associated billing rules will be included in the Division's Policies and Procedures Manual, Billing Manual, *RateBook*, and/or other provider resources made available by the Division.

Direct Service Staff Qualifications

1. The Qualified Vendor shall ensure that all direct service providers (therapists and therapy assistants) meet all applicable licensure requirements in order to provide therapy services, including:
 - 1.1 Speech Therapy services must be provided by:
 - 1.1.1 A qualified Speech-Language Pathologist or Speech-Language Pathology Assistant ("SLPA") that holds a license issued by the Arizona Department of Health Services ("ADHS") pursuant to Arizona Revised Statutes ("A.R.S."), Title 36, Chapter 1940.
 - 1.1.1.1 A Speech-Language Pathologist utilizing a licensed Speech-Language Pathology Assistant must adhere to the supervision licensure requirements from A.R.S. § 36-1940.01(E), (F), and (G).
 - 1.1.2 A Speech-Language Pathologist who has temporary license from ADHS and is completing a clinical fellowship year ("CFY"). He/she must be under the direct

supervision of an American Speech-Language-Hearing Association (“ASHA”) certified Speech-Language Pathologist. Arizona Health Care Cost Containment System (“AHCCCS”) registration will be terminated at the end of two (2) years if the fellowship is not completed at that time.

- 1.2 Each Speech-Language Pathologist and Speech-Language Pathology Assistant shall have a National Provider Identifier (“NPI”).
2. The Qualified Vendor and/or appropriate staff shall attend administrative meetings, orientation, and various trainings required by the Division.

Recordkeeping and Reporting Requirements

1. The Qualified Vendor shall submit an evaluation report to the member’s Support Coordinator, the member/member’s representative, and the PCP within three (3) weeks of the completion of the evaluation.
 - 1.1 The content of the evaluation report shall include, at a minimum, the Division’s therapy evaluation reporting requirements as identified on the Therapy Assessment/Evaluation Report form.
2. The Qualified Vendor shall ensure that the therapist maintains contact notes for each therapy session and submits the notes to the Division as requested.
3. The Qualified Vendor shall submit a quarterly individualized progress report on the member to the Division, the member/member representative, and the PCP. The quarter is based on the calendar year and the reports are due no later than the fifteenth (15) day following the end of the quarter. The Qualified Vendor shall refer to the Division’s Provider Manual for guidance on report due dates and minimum content of the reports.
4. The Qualified Vendor shall submit a discharge summary report to the member’s Support Coordinator, the member/member’s representative, and the PCP no later than the tenth (10th) business day after closure of services or a change of a Qualified Vendor.
 - 4.1 The content of the report shall include at a minimum, the Division’s discharge summary reporting requirements as identified on the Division’s Quarterly Therapy Progress/Discharge Report form.
5. The Qualified Vendor shall maintain daily records on file as proof of the number of hours worked by each direct service staff (therapists/therapy assistants) providing direct service to members.
 - 5.1 Each time sheet, equivalent document, or data system must contain the original signature or other independent verification (that complies with A.R.S. § 41-132) of the member/member’s representative after service delivery confirming the hours worked.

Proof of hours worked must be signed or verified by the member/member's representative before the Qualified Vendor submits the claim for payment.

6. The Qualified Vendor shall maintain a copy of the member's current physician's order (i.e., prescription) for therapy services in the member's record.
7. Upon initiation of service for the member and each month thereafter, the Qualified Vendor shall verify and update current information from the member/parent/family member/caregivers about the member's insurance coverage, Third Party Liability ("TPL") . Updated information shall be provided to the member's Support Coordinator in the method requested by the Division.
8. The Qualified Vendor shall provide and maintain updated information regarding availability, capacity, and contact information in the Division's Therapy Directory as directed by the Division.
9. The Qualified Vendor shall maintain data that demonstrates full compliance with all programmatic and contractual requirements of the Department and the Division.

SUPPORT COORDINATION (CASE MANAGEMENT)

Service Description

H009-CH

A service or process that establishes a relationship with an individual or family in order to enhance their functioning and/or integration into the community. Appropriate services and/or benefits are identified, planned, obtained, provided, recorded, monitored, modified when necessary and/or terminated. This may include: assessment to determine their needs and eligibility when applying for/receiving services, assistance in finding necessary resources in addition to covered services to meet basic needs, assistance in obtaining entitlements, communication and coordination of care as well as follow-up of crisis contacts or missed appointments.

This service is provided only to consumers who are eligible for the Arizona Long Term Care System (ALTCS) or to Division consumers age zero (0) to three (3).

Service Requirements and Limitations

1. This service may be provided in any setting agreed to by the consumer, including but not limited to:
 - 1.1 The consumer's home,
 - 1.2 The consumer's community,
 - 1.3 The Qualified Vendor's office,
 - 1.4 A group home or developmental home (child or adult) licensed by the Department of Economic Security, or
 - 1.5 A Medicare/Medicaid certified nursing facility
2. This service shall not be provided in a certified ICF/MR.

Service Goals and Objectives

Service Goals

To coordinate the assistance needed by consumers and their families/representatives in order to ensure the consumers attain their maximum potential for independence, productivity and integration into the community.

Service Objectives

The Qualified Vendor shall ensure that the following objectives are met:

1. Assessment - Assess, in conjunction with the Individual Support Plan (ISP)/ Individual Family Service Plan (IFSP) team, by gathering, reviewing and evaluating information in order to assist the consumer/family/consumer's representative to determine the consumer's goals, outcomes and services needed. Assessment is a continuing, evolving process rather than a discrete one-time activity. Identify and exchange consumer/ family/ representative perspectives on the strengths, resources, concerns, and needs of the consumer/family/representative.
 - 1.1 Identify and exchange professional perspectives.
 - 1.2 Conduct a risk assessment as appropriate and in accordance with Division requirements.
 - 1.3 Share assessment findings and interpret their meaning with the team.
 - 1.4 Provide the consumer and the consumer's family/representative with an opportunity to participate in assessment decisions.
 - 1.5 Use interview, observation, and record review techniques to gain accurate and complete knowledge and understanding of the consumer/family/representative.
 - 1.6 Assist the consumer and family/representative to identify the family and neighborhood and community supports that can serve as resources, such as friends, religious groups, schools and other public and private agencies.
 - 1.7 Function as the direct liaison among the consumer, family/representative, community and the Division.
 - 1.8 Complete assessments and reassessments within Division timeline requirements.
2. ISP/IFSP Development - Facilitate an interdisciplinary team including the consumer/ family/representative and develop the ISP/IFSP at least annually. Development of the ISP/IFSP must meet timeline requirements. Facilitation responsibilities may be deferred to a designated Person Centered Plan Facilitator if the consumer chooses this approach to the development of an ISP/IFSP.
 - 2.1 Identify the resources, priorities and concerns of the consumer/family/ representative.
 - 2.2 Assist the consumer/family/representative in identifying functional outcomes and activities to support the outcomes.
 - 2.3 Review professional evaluations and assessments in support of identified outcomes.
 - 2.4 Identify supports and services available to and needed for the consumer/family/ representative including natural support systems, community resources and Division resources.

- 2.5 Produce the written ISP/IFSP within timelines established by the Division.
- 2.6 Forward the proposed ISP/IFSP to the Division liaison for review and prior authorization.
- 2.7 Upon receipt of the Division's decision regarding service authorization, review with the consumer/family/representative the supports/services to be provided and of their right to disagree, appeal or choose not to accept supports/services.
- 2.8 Unless waived by the District Program Administrator/Manager or designee, ensure that once a consumer is assigned to a service operated or financially supported by the Division, the annual ISP/IFSP is developed or updated within 30 (thirty) days.
3. ISP/IFSP Coordination - Assist consumers/families/representatives in accessing supports or services by ensuring that supports, services, activities and objectives identified in the ISP are arranged for and implemented.
 - 3.1 In conjunction with consumer/family/representative, explore and arrange for supports or other assistance that may be provided through existing natural support systems and/or community resources including health plans, public schools and behavioral health entities.
 - 3.2 Review the proposed ISP/IFSP with and obtain prior authorization from the appropriate Division staff, as required by Division policies and procedures and District-specific guidelines and practices.
 - 3.3 Maintain an updated ISP/IFSP of all direct, purchased and indirect service data, number of units of service needed/authorized and frequency of service delivery, and complete the necessary referrals.
 - 3.4 Ensure that the provision of entitlement services through the Arizona Long Term Care System (ALTCS) and Arizona Early Intervention Program (AzEIP) is pursued for the consumer/family/representative or that alternative services as defined by ALTCS are offered, within timelines set after the completion of the ISP/IFSP and ongoing, as needs change and consistent with the available services and service levels authorized through the Division.
 - 3.5 Complete Cost Effectiveness Studies (CES) as required by Division policy and procedure and review with appropriate District staff.
 - 3.6 Update and maintain all demographic and service data in the Division's automated information system, FOCUS.
 - 3.7 Distribute copies of the ISP/IFSP and any updates to all members of the team within the timelines established by the Division.

- 3.8 Coordinate comprehensive transfer planning when changing support coordinators (case managers) to ensure continuity of supports and services.
- 3.9 Gather medical, psychological and other documentation to assist in eligibility determination and re-determination.
4. ISP Monitoring - Ensure that the consumer/family/representative receives quality supports and services in a cost-effective manner in accordance with the Division's Mission and Values Statement. The ISP/IFSP will continue to meet any changes in resources, priorities and concerns of the consumer/family/representative.
 - 4.1 Provide ongoing contact and support to the consumer/family/representative and ensure implementation of the ISP/IFSP.
 - 4.2 Coordinate and document all aspects of reviews as outlined in Division policy and procedure.
 - 4.3 Have files audited by the Qualified Vendor supervisor and/or the District Liaison on a quarterly basis and in accordance with Division requirements.
- 5 Supervision - Ensure that every person providing Support Coordination (Case Management) has the opportunity for regular supervision to reflect on their work through case review, problem solving and exploration of their growth and development as a support coordinator (case manager).
 - 5.1 Schedule regular discussions, minimally once a month, with a supervisor or a Division Liaison, whichever is appropriate.
 - 5.2 Conduct regular file audits of all employees who provide Support Coordination (Case Management). These audits shall be conducted in the manner prescribed by the Division consistent with agreements that have been made between the Division and the AHCCCS Administration.

Support Coordination Responsibilities Retained by Division

1. The Division's Support Coordinators will maintain various Support Coordination (Case Management) activities, including but not limited to the following:
 - 1.1 Conducting intake,
 - 1.2 Determining and redetermining eligibility,
 - 1.3 Utilization Review,
 - 1.4 Authorizing services for payment, and

1.5 Monitoring service delivery.

2. Depending on the number of consumers who elect to use this service, the Division may phase-in this service in specific areas of the state.

Service Utilization Information

1. Consumers shall have an initial ISP/IFSP completed within 30 (thirty) days of determination of eligibility for DDD services.
2. ISP/IFSPs shall be reviewed every 90 (ninety) days for a person receiving home based services and every 180 (one hundred and eighty) days for a person living in a group home, who is over age twelve (12), not medically involved and not enrolled with the Regional Behavioral Health Authority (RBHA).
3. For children who are eligible for AzEIP, the IFSP must be reviewed at least every six (6) months.

Rate Basis

1. The basis of payment for this service is one (1) month of service time.
2. This service may not be provided to more than one (1) consumer at the same time.

Throughout the term of the contract, the appropriate billing codes, billing units, and associated billing rules are subject to change. All billing codes and billing units, and associated billing rules will be included in the Division's Policies and Procedures Manual, Billing Manual, RateBook, and/or other provider resources made available by the Division.

Direct Service Staff Qualifications

1. The Qualified Vendor shall avoid any conflict of interest between the delivery of Support Coordination (Case Management) services and the delivery of direct services to the consumer.
2. The Qualified Vendor may not deliver direct services and Support Coordination (Case Management) to the same consumer. However, the Qualified Vendor may deliver both direct services and Support Coordination (Case Management) to consumers enrolled in the early intervention program of the Division.
3. Unless the Qualified Vendor receives approval from the Assistant Director for the Division, the Qualified Vendor must wait six (6) months before delivering direct services to a consumer who previously received Support Coordination (Case Management) services from the Qualified Vendor.

4. The Division will work to develop alternatives for accessing FOCUS, but initially the Qualified Vendor shall access FOCUS by using a terminal at a local DES office.
 - 4.1 Access to terminals at a DES local office is not guaranteed; the use of such terminals is subject to availability and/or scheduling.
 - 4.2 In order to access FOCUS, the Qualified Vendor shall sign a J-119 Data-Sharing Request/Agreement. This form shall be completed as part of the Qualified Vendor Application and Directory System (QVADS) process and a signed hardcopy shall be submitted with the Qualified Vendor's Application.
 - 4.3 In order to access FOCUS, each support coordinator (case manager) shall complete and sign the following forms:
 - 4.3.1 J-125 Request for Terminal Access form
 - 4.3.2 J-129 User Affirmation Statement
 - 4.4 Signed hardcopies of these forms shall be submitted to the Division's Contract Management Section at the address provided in Section 1 of this RFQVA. Electronic copies of these forms are available in QVADS and can be downloaded and saved by the Applicant. These forms must be completed for each employee that will be using FOCUS.
5. The Qualified Vendor shall ensure that caseloads do not exceed an average of 1:40 (one to forty).
6. If the Division determines that this service needs to be phased-in, the Qualified Vendor shall cooperate with the phase-in.

Direct Service Qualifications.

Direct Service staff must have:

1. A Bachelors degree in nursing, counseling, social work, sociology, psychology, education, special education, or other closely related field, as determined by the Division, and one (1) year of the required experience;
2. Two (2) years of experience in social services or health services working with individuals with disabilities or families of young children; or
3. A Masters degree; and
4. Documented, in the personnel file, at least three (3) references, whether written or spoken, from non-family members, that verifies their previous and favorable employment record.

Recordkeeping and Reporting Requirements

1. The Qualified Vendor shall maintain a case file for each consumer served in accordance with Division policies. All case files shall, at all times, remain the property of the Division and accessible to designated Division staff.
2. The Qualified Vendor must maintain on file proof of hours worked by their direct service staff, e.g., staff time sheets. Time sheet documents for each staff person must be signed by the staff person's supervisor.
3. The Qualified Vendor shall comply with the Time Reporting Activity Information Log System (TRAILS) (or its successor) time recording requirements for the cost allocation plan used by the Division to allocate Support Coordination (Case Management) costs, which will be submitted as part of the billing requirements. When submitting TRAILS, the Qualified Vendor shall also submit a copy of the corresponding proof of hours worked.
4. The Qualified Vendor shall maintain data that demonstrates full compliance with all programmatic and contractual requirements of the Department and the Division.

TRANSITION TO EMPLOYMENT

Service Description

H053-KX

A service that provides training in the meaning, value and demands of work and in the development of positive attitudes toward work.

Transition to Employment (“TTE”) is a service that provides a Division member with individualized instruction, training, and supports to promote skill development for integrated and competitive employment.

Service Requirements and Limitations

1. This service is considered to be an employment service.
2. A member authorized for this service must have employment-related outcomes identified on his or her planning document [e.g., Individual Support Plan (“ISP”)].
3. Qualified Vendor direct service staff shall supervise the member at all times while the service is being delivered.
4. This service does not include remunerative work.
5. This service shall be provided in a Qualified Vendor owned or leased setting or community settings.
6. The Qualified Vendor owned or leased setting must be inspected by the Department’s Office of Licensing, Certification, and Regulation (“OLCR”) and approved by the Division.
7. This service shall not be provided in the same room as a day treatment program.
8. This service shall not be provided in a group home or a developmental home (child or adult).
9. This service shall not be provided when the member is hospitalized.
10. This service shall not be provided to members living in skilled nursing facilities, non-state operated Intermediate Care Facilities (“ICFs”), or Level I and Level II behavioral health facilities.

Service Goals and Objectives

Service Goals

1. To provide instruction, training, and support for the member to develop abilities, skills, and behaviors that will enable them to most fully realize his/her vocational aspirations including supporting the transition into a more independent employment setting.

2. To develop opportunities for the member to engage in unpaid work exploration and job shadowing experiences.
3. To assist the member in developing positive work habits, attitudes, skills, and work etiquette.

Service Objectives

The Qualified Vendor shall ensure the following objectives are met:

1. Individualized and time-limited training intended to help the member achieve the employment-related outcomes in his/her planning document.
2. Provide instruction for the member in a curriculum that has been approved by the Division. The curriculum shall include instruction in critical employment-related skill areas including, but not limited, to:
 - 2.1 Assessing learning style;
 - 2.2 Identifying likes, dislikes, and interests;
 - 2.3 Assessing career interest;
 - 2.4 Enhancing self-determination;
 - 2.5 Developing community safety skills;
 - 2.6 Developing positive work behaviors;
 - 2.7 Dressing for success;
 - 2.8 Following the rules;
 - 2.9 Getting along with your supervisor;
 - 2.10 Getting along with your co-workers
 - 2.11 Responding to and resolving conflict at work;
 - 2.12 Developing a resume;
 - 2.13 Applying for a job;
 - 2.14 Getting to work;
 - 2.15 Receiving and using your paycheck;

- 2.16 Job exploration and job shadowing; and
- 2.17 Understanding the impact of income on disability benefits (e.g., Disability Benefits 101).
- 3. Develop an individualized training plan for each member participating in the program/service to include:
 - 3.1 Modules the individual will participate in,
 - 3.2 Schedule for implementation,
 - 3.3 Method of assessing the member's progress with their training, and
 - 3.4 Data collection and reporting methodology.
- 4. Provide supervision to the member on-site and off-site while the service is being provided.
- 5. Provide transportation necessary to support program activities (e.g. to visit job sites).
- 6. Play an active role on the member's planning team to ensure that the outcomes for this service are consistent with the member's other service outcomes, behavioral, and physical health needs, and coordinated with other involved entities including Vocational Rehabilitation and school.
- 7. Refer a member demonstrating work readiness to his/her planning team for consideration for a progressive move into community integrated employment.

Service Outcomes

Members receiving this service are expected to gain and demonstrate job readiness skills and be referred for employment upon completion.

- 1. The Division expects that no less than fifty percent (50%) of members completing twelve (12) months of participation or their individualized training schedule, whichever comes first, will be referred for community integrated employment, including Employment Support Aide and/or Group Supported Employment services.
- 2. The Division expects that no less than twenty percent (20%) of members receiving this service will be referred for competitive employment without supports or Individual Supported Employment services.

Service Utilization Information

- 1. Typical utilization varies by member.

2. This service shall not be provided concurrently with another service; however, a member may receive different services at different times within a given day or different services on different days of the week.
3. A typical full-day of service shall consist of up to eight (8) hours a day.
4. Maximum participation in the service for members who are also student enrolled in high school will be four (4) hours a day while school is in session.
5. A member who is also a student enrolled in high school may participate in this service for up to eight (8) hours a day when school is not in session (i.e., Summers and holidays).
6. For a member who is no longer enrolled in school, the member's progress in the service will be reviewed by the Division's District Employment Services Specialist for consideration for continued enrollment in the service beyond twelve (12) months. Continued enrollment requires the approval of the Division's District Program Manager or designee.
7. A member who is sixteen (16) or seventeen (17) years of age shall have parental consent before he/she can receive this service with individuals who are eighteen (18) years of age and older. The Qualified Vendor shall make the consent available to the Division upon request.
8. If the service setting is co-located in a facility which also houses other services, designated direct service staff shall not simultaneously provide support to any other service or service recipient while providing direct service for the Transition to Employment service.
9. The staff-to-member ratio shall not exceed one (1) direct staff person to four (4) members (1:4). It is anticipated that all members receiving the service may need intermittent one-to-one (1:1) assistance/supervision to meet individual needs.

Rate Basis

1. Published. The published rate is based on one hour of direct service.
2. The Division established a separate rate for this service when the service is delivered to a member residing in a low-density zip code area. The low-density rate has a premium over the standard rate for this service. The Qualified Vendor shall not bill the Division for the low-density rate without prior authorization from the District Program Manager or designee.
3. Throughout the term of the contract, the appropriate billing codes, billing units, and associated billing rules are subject to change. All billing codes and billing units, and associated billing rules, will be included in the Division's Policies and Procedures Manual, Billing Manual, *Rate Book*, and/or other provider resources made available by the Division.

Direct Service Staff Qualifications

The Qualified Vendor shall ensure that direct service staff is trained in developing and teaching the employment-related skills identified in the Service Objectives section listed above. Staff should have knowledge of:

1. Effective transition to employment practices;
2. Career and vocational assessment approaches;
3. Approaches for identifying vocational interests and preferences;
4. Job seeking and job retention skills identified by employers as essential for successful employment;
5. Methods for providing work-based skill development;
6. Linking curriculum content to employment-related outcomes; and
7. Strategies for increasing knowledge of the member and the member's representative/caregivers about transition to employment-related issues, including impact on the member's receipt of state and federal benefits.

Recordkeeping and Reporting Requirements

1. The Qualified Vendor shall maintain a copy of each member's most current planning document.
2. The Qualified Vendor shall maintain daily progress notes for each member receiving the service.
3. The Qualified Vendor shall submit quarterly individualized progress reports on the member to the Division and the member/member's representative unless the member/member's representative has requested not to receive them. The quarter is based on the calendar year and the reports are due no later than the fifteenth (15) day following the end of the quarter. The Qualified Vendor shall refer to the Division's Provider Manual for guidance on report due dates and minimum content of the reports.
4. The Qualified Vendor shall keep a record of each member's attendance, including time of arrival and departure. The time begins when the Qualified Vendor assumes responsibility for the member and ends when the Qualified Vendor ends this responsibility. Total time shall not include any time spent during transportation to and from the member's residence or school.
5. The Qualified Vendor shall maintain daily records on file as proof of the number of hours worked by each direct service staff spends direct services to members in the program.

- 5.1 Only the time when members are present at the program shall be counted as direct service.
 - 5.2 Each time sheet, equivalent document, or data system must contain the original signature or other independent verification (such as an attendance log that has been signed by the member/member's representative or the direct care staff who documents the member's arrival and departure) after service delivery confirming the hours worked. Proof of hours worked must be signed or verified by the member/member's representative or agency representative before the Qualified Vendor submits the claim for payment.
6. The Qualified Vendor shall provide an aggregate report of program outcomes, using the Division-required form, on the thirty-first (31st) day of January and July to the District Employment Specialist where the service is being provided.
7. The Qualified Vendor shall maintain data that demonstrates full compliance with all programmatic and contractual requirements of the Department and the Division.

TRANSPORTATION

Service Description

H054-KZ

A service that provides or assists in obtaining various types of transportation for specific needs.

This service provides non-emergency ground transportation as prior approved by the Division when transportation is not already required by the service specification. There are two (2) types of transportation: 1) scheduled, and 2) on demand. "Scheduled" transportation is authorized when the Division member needs regular transportation to a day program service or an employment-related service. "On demand" transportation is authorized when the member needs intermittent transportation to obtain an authorized service or to fulfill a mandatory obligation in the member's planning document [e.g., Individual Support Plan ("ISP")].

Service Requirements and Limitations

1. This service shall not be provided to members receiving habilitation services provided in residential settings unless:
 - 1.1 The service is required by the member's planning document, and
 - 1.2 Providing such transportation would be an extraordinary burden on the developmental home or group home Qualified Vendor, and
 - 1.3 The member's natural supports cannot provide this service, and
 - 1.4 This service has been approved and authorized by the Division's District Program Manager/designee.
2. Transportation services authorized by a member's health plan or by the Division's Health Care Services is the responsibility of the health plan or Division's Health Care Services unless considered to be reasonable transportation within the community provided by the residential habilitation provider. [Transportation to medical appointments is typically coordinated through the member's Arizona Health Care Cost Containment System ("AHCCCS")/Arizona Long Term Care System ("ALTCS") health plan. Transportation to behavioral health services is typically coordinated through the Regional Behavioral Health Authority ("RBHA").]
3. Responsibility for school-related transportation is specified in the Individualized Education Program ("IEP").

Service Goals and Objectives

Service Goal

To increase or maintain self-sufficiency, mobility, and/or community access of members.

Service Objectives

The Qualified Vendor shall ensure that the following objectives are met:

1. Provide or arrange for transportation of the member to or from an ALTCS covered service. This includes traveling to and from designated locations to pick up or drop off the member at specified times.
2. Assist the member in entering and exiting the vehicle as necessary. Ensure that the method of transportation being utilized does not compromise the health and safety of the member.
3. Schedule pick-up and drop off times so that the member does not have to wait more than twenty (20) minutes.
4. Notify the member/member's representative if the driver is twenty (20) or more minutes late or is unable to transport, and have a backup plan in case the scheduled driver or vehicle is unavailable.
5. All methods of transportation allow for two-way radio or a cellular phone that is adequate for the range of vehicle utilization.
6. The vehicle in which transportation is provided has valid vehicle registration and license plates and, at a minimum, the State of Arizona required level of liability insurance.
7. The vehicle is maintained in a safe and working order, and is equipped with a working heating and air conditioning system and a first aid kit.
8. The vehicle is constructed for the safe transportation of the members. All seats are fastened to the body of the vehicle and members are properly seated when the vehicle is in operation. The vehicle has operational seat belts installed that are safe for passenger use. When transporting, members are securely fastened in age-appropriate and weight-appropriate restraints, as required by State law.
9. Members with special mobility needs are provided transportation in a vehicle adapted to those needs as required to facilitate adequate access to service.
10. If the vehicle is used to transport members in wheelchairs, it shall be equipped with floor-mounted seat belts and wheelchair lock-downs or comparable safety equipment for each wheelchair that it transports.
 - 10.1 Qualified Vendors transporting a member while the member is in his or her wheelchair shall have documentation that the worker has completed orientation on appropriate use of the safety equipment being used.

11. Persons providing transportation are a minimum of eighteen (18) years of age and possess and maintain a valid driver license.
12. Driving records of persons driving the transporting vehicle are reviewed periodically to ensure driver qualifications.
13. The Qualified Vendor's Home and Community-Based Services ("HCBS") certification includes transportation as a service.
14. Sufficient staff is provided for the health and safety of all members being transported, including boarding and unboarding supervision.

Service Utilization Information

1. Using the assessment and plan developmental processes, the need for transportation is assessed by the member's planning team when there are no other community or family resources for transportation available.
2. All transportation services must be prior authorized by the Division.
3. With the agreement of the member's planning team, an aide may be required to accompany the member in order to ensure the health and safety of the member. This should be requested at the time of referral for non-regularly scheduled transportation.
4. With the agreement of the member's planning team, the member's Support Coordinator shall arrange with the Qualified Vendor to wait for the member and to provide the return trip. A request for this arrangement will be made at the time of referral.
5. A referral to a Qualified Vendor for "on-demand" non-regularly scheduled transportation will include:
 - 5.1 Dates and times service is needed,
 - 5.2 Pick up and drop off points,
 - 5.3 Whether an aide will accompany the member,
 - 5.4 Whether wait time will be needed, and
 - 5.5 The member representative to contact on behalf of the member in case of an emergency.
6. Typical utilization would not exceed two (2) one-way trips per day.

Rate Basis

1. Published. The published rate is based on one (1) trip. For “scheduled” transportation, the rates are in the *RateBook*. For “on-demand” transportation, the trip rate is calculated by adding the various rate components in the *RateBook* for a trip rate. “On-demand” rates vary based on one-way mileage and other components.
2. Throughout the term of the contract, the appropriate billing codes, billing units, and associated billing rules are subject to change. All billing codes and billing units, and associated billing rules will be included in the Division’s Policies and Procedures Manual, Billing Manual, *RateBook*, and/or other provider resources made available by the Division.

Direct Service Staff Qualifications

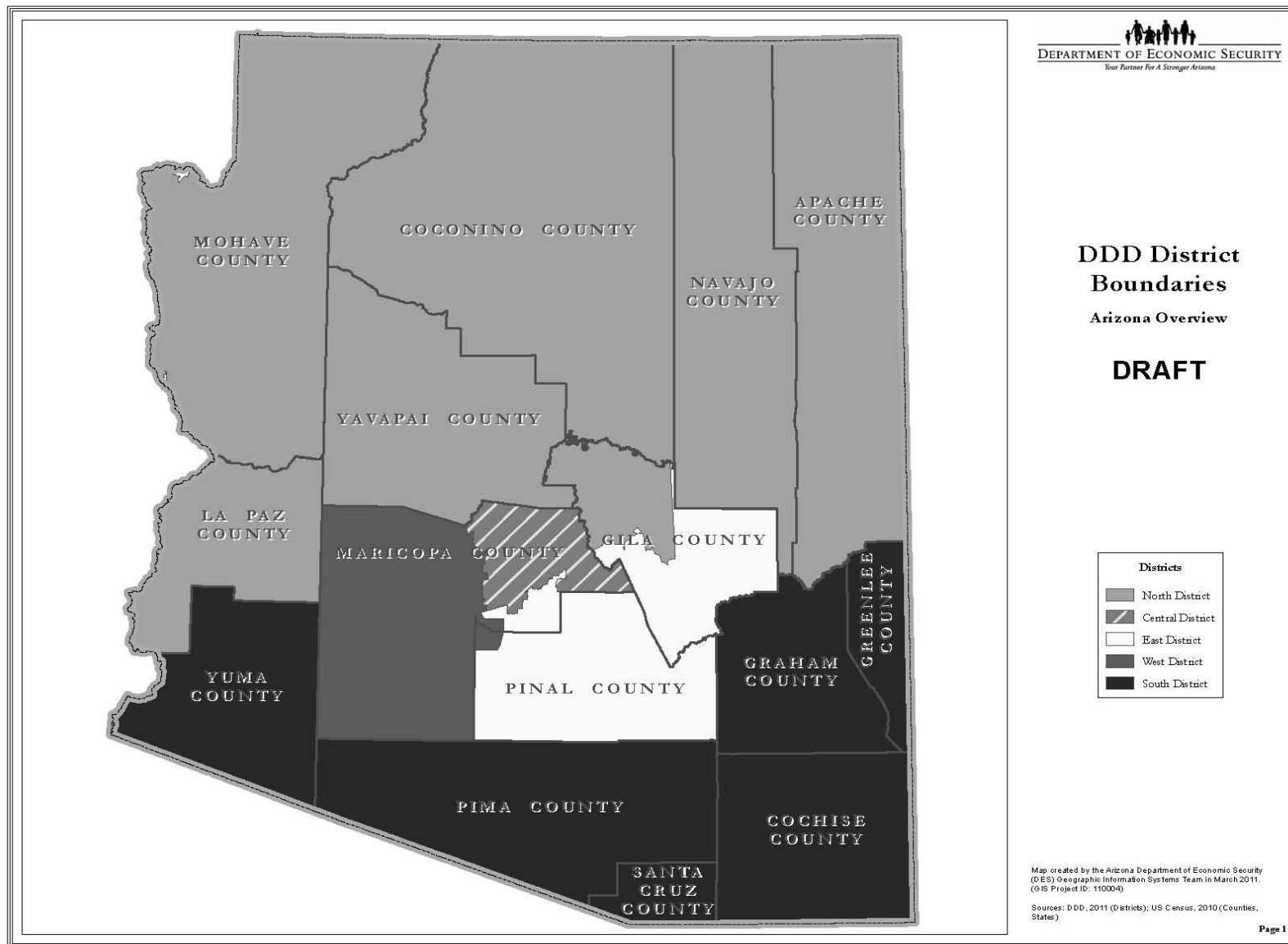
Drivers shall be over the age of eighteen (18) and have the appropriate training, license, and endorsement for the vehicle being used.

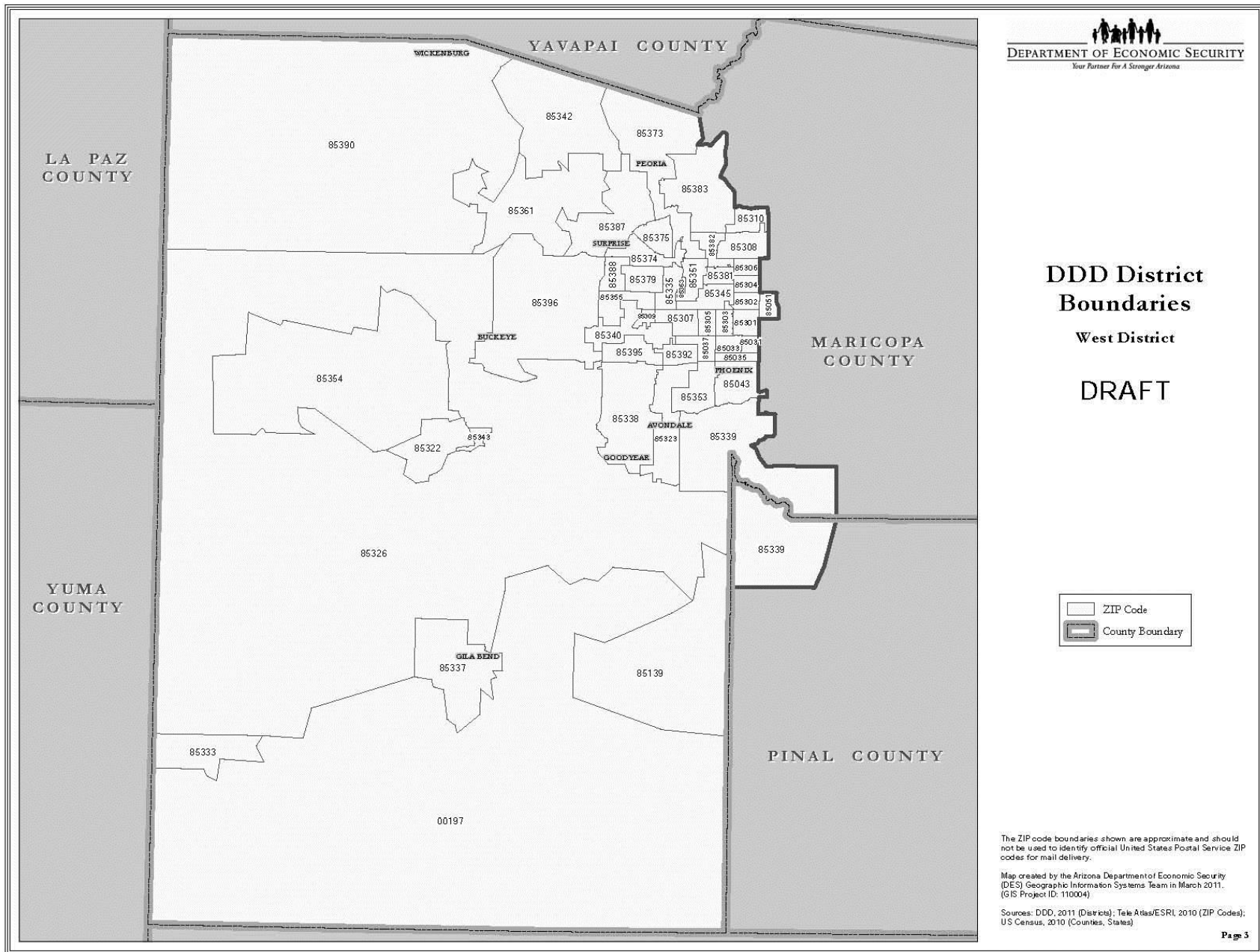
Recordkeeping and Reporting Requirements

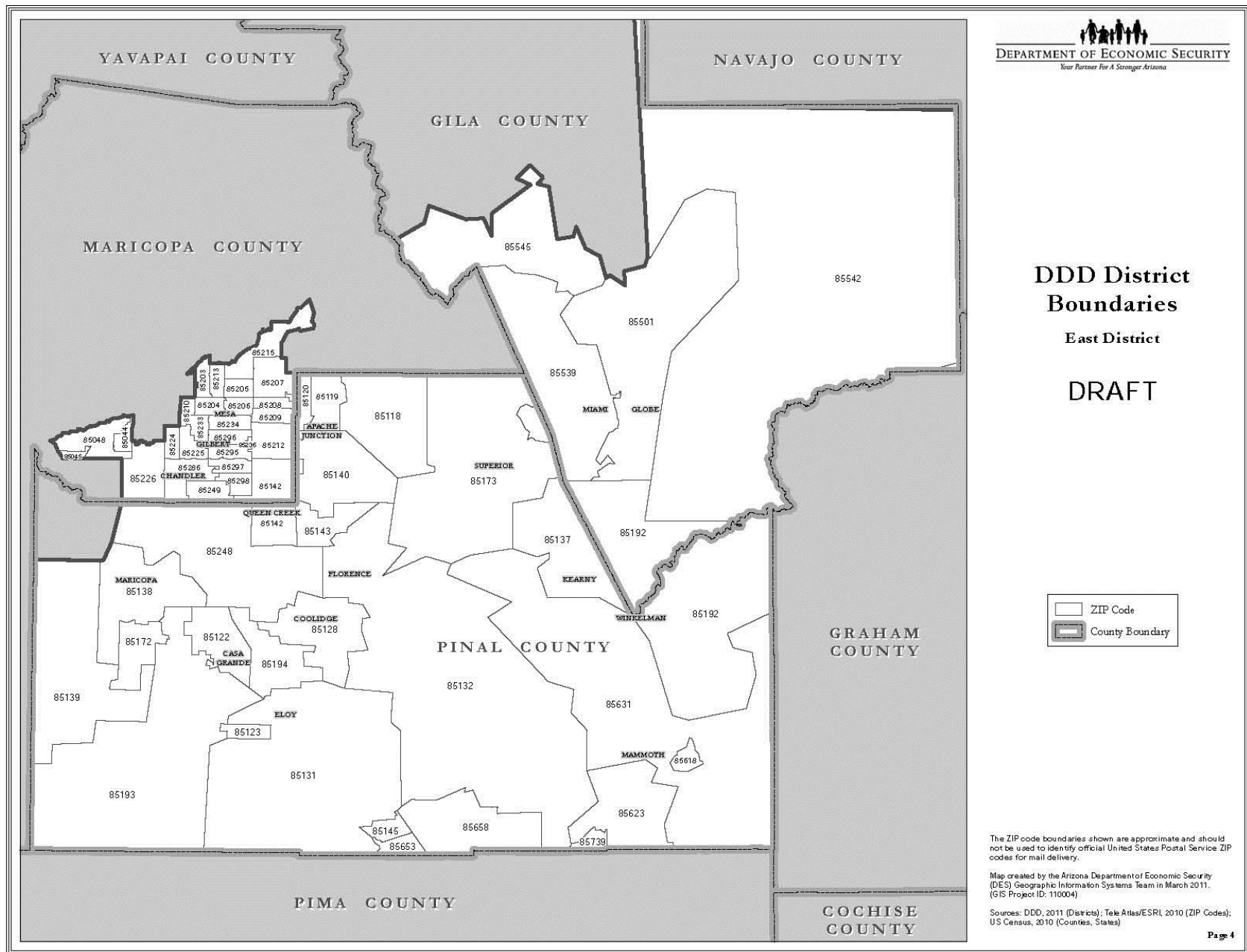
1. The Qualified Vendor shall maintain copies of vehicles maintenance records and safety inspections on file.
2. For “on-demand” transportation, the Qualified Vendor shall record services delivered to each member, submit them to Division’s District Program Manager/designee where service is being performed in the form requested, and maintain copies on file. The records shall include, at a minimum by member, the member name and identification number, date of service, mileage, pick-up and drop-off times, and pick-up and drop-off address. The records must be signed by the member/member’s representative as verification of services provided. The Qualified Vendor shall have procedures in place to ensure members board and unboard at the appropriate times and locations, and that no member is left unattended.
3. For “scheduled” transportation, the Qualified Vendor shall record services delivered to each member and maintain copies of the daily transportation logs on file. The logs shall include, at a minimum by member, the member’s name and identification number, date of service, and pick-up and drop-off times. The Qualified Vendor is responsible to ensure that the member is transported in accordance with the member’s planning document. The Qualified Vendor shall have procedures in place to ensure members board and unboard at the appropriate times and locations, and that no member is left unattended.
4. The Qualified Vendor shall maintain data that demonstrates full compliance with all programmatic and contractual requirements of the Department and the Division.

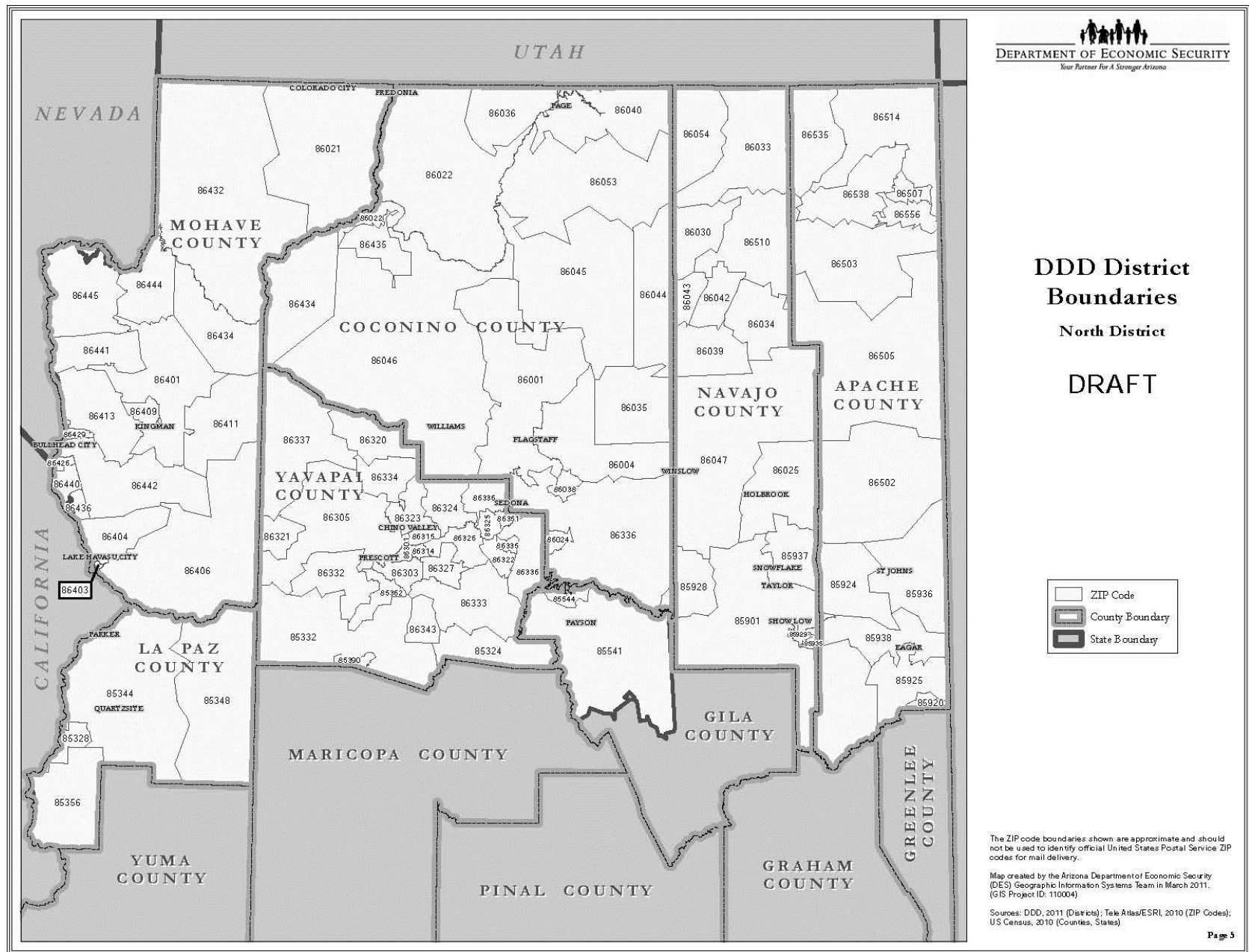
SECTION 8

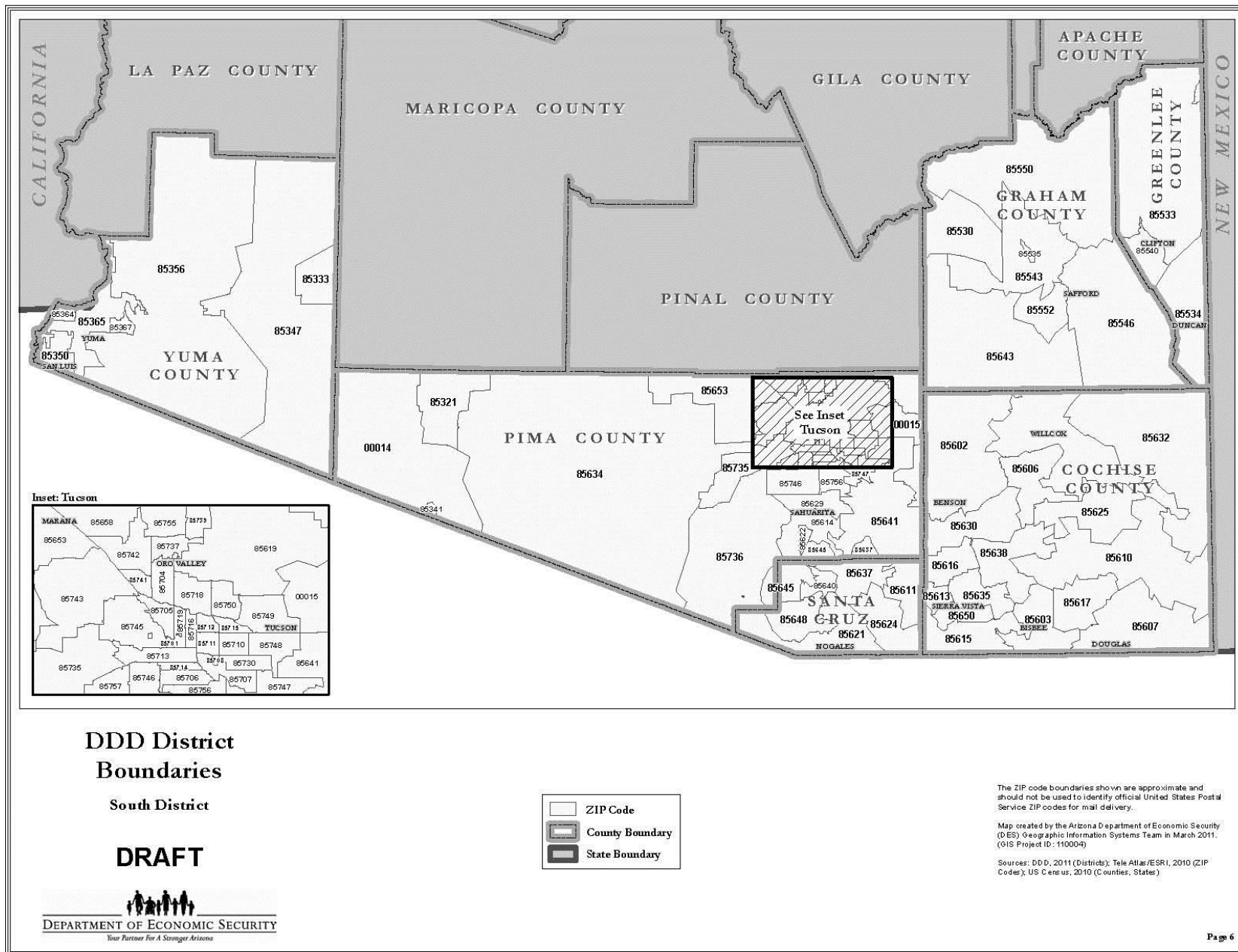
Maps of DDD Districts as of August 2011











**SECTION 9
ATTACHMENT A
APPLICATION AND QUALIFIED VENDOR AGREEMENT AWARD**
(Shall be printed when you submit your electronic application.)

APPLICATION and QUALIFIED VENDOR AGREEMENT AWARD _____	ARIZONA DEPARTMENT OF ECONOMIC SECURITY DIVISION OF DEVELOPMENTAL DISABILITIES
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APPLICATION

TO: THE STATE OF ARIZONA The Undersigned hereby applies and agrees to provide the service(s) in compliance with the RFQVA. For clarification of this application, contact:	
Name _____ Phone Number _____ Fax Number _____ E-Mail Address _____ If awarded a Qualified Vendor Agreement, all notices should be sent to: Name _____ Mailing Address _____ City _____ State _____ Zip _____ Phone Number _____ Fax Number _____ E-Mail Address _____	Federal Employer Identification Number _____ Company Name _____ Mailing Address _____ City _____ State _____ Zip _____ Phone Number _____ Fax Number _____ E-Mail Address _____ Signature of Person Authorized to Sign Application _____ Printed Name _____ Title _____

APPROVAL OF APPLICATION AND AGREEMENT AWARD (FOR STATE OF ARIZONA USE ONLY)

<p>Your Application is hereby approved. The Qualified Vendor is now bound to provide the service(s) listed in the attached award notice based upon the Request for Qualified Vendor Applications (RFQVA), including all terms, conditions, service specifications, scope of work, amendments, etc., and the Qualified Vendor's Application as accepted by the State.</p> <p>This Agreement shall henceforth be referred to as Qualified Vendor Agreement No. _____. The begin date and the effective date of this Agreement is either the date that this award is signed by the Procurement Officer or January 1, 2011, whichever is later.</p> <p style="text-align: right;">State of Arizona Awarded this Date: _____ _____ DDD Procurement Officer</p>
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SECTION 9
ATTACHMENT B
QUALIFIED VENDOR APPLICATION AND DIRECTORY SYSTEM

In order to complete the Application and/or Application amendment process, new and existing Qualified Vendors must use the electronic Qualified Vendor Application and Directory System (“QVADS”) to enter information for submittal to the Division’s website as well as to generate the hardcopy Application that must be signed and sent (with supporting documentation) to the Division. For instructions on how to complete the Application and/or Application amendment process using QVADS, please see the “QVADS User Manual” posted on the Division’s website at <https://www.azdes.gov/ddd/>.

SECTION 9
ATTACHMENT C
CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Statement for Loan Guarantees and Loan Insurance

The undersigned states, to the best of his or her knowledge and belief, that:

If any funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this commitment providing for the United States to insure or guarantee a loan, the undersigned shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions. Submission of this statement is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required statement shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

APPLICANT'S ORGANIZATION			
* PRINTED NAME AND TITLE OF AUTHORIZED REPRESENTATIVE			
Prefix:			
* First Name:	Middle Name:	* Last Name:	Suffix:
* Title:			
* SIGNATURE:		* DATE:	

SECTION 9
ATTACHMENT D
DEBARMENT, SUSPENSION, INELIGIBILITY, AND VOLUNTARY EXCLUSION
LOWER TIER COVERED TRANSACTION

This certification is required by the regulations implementing Executive Order 12549-Debarment and Suspension, 29 CFR Part 98, Section 98.510, Participant's responsibilities. The regulations were published as Part VII of the May 26, 1988 Federal Register (pages 19160-19211).

(BEFORE COMPLETING CERTIFICATION, READ ATTACHED INSTRUCTIONS WHICH ARE AN INTEGRAL PART OF THE CERTIFICATION)

- (1) The prospective recipient of federal assistance funds certifies, by submission of this proposal, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by a federal department or agency.
- (2) Where the prospective recipient of federal assistance funds is unable to certify any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Name of Agency /Organization

Name and Title of Authorized Representative

Signature

Date

**Instructions for Debarment, Suspension, Ineligibility, and Voluntary
Exclusion – Lower Tier Covered Transaction Certification**

1. By signing and submitting this proposal, the prospective recipient of federal assistance funds is providing the certification as set out below.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective recipient of federal assistance funds knowingly rendered an erroneous certification, in addition to other remedies available to the federal government, the Department of Labor (DOL) may pursue available remedies, including suspension and/or debarment.
3. The prospective recipient of federal assistance funds shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective recipient of federal assistance funds learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.
5. The prospective recipient of federal assistance funds agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the DOL.
6. The prospective recipient of federal assistance funds further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transactions," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may but is not required to check the List of Parties Excluded from Procurement or Non-Procurement Programs.
8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the federal government, the DOL may pursue available remedies including suspension and/or debarment.

ARIZONA DEPARTMENT OF ECONOMIC SECURITY

Information Security Administration,

1720 W. Madison St., Site 820Z

Phoenix, AZ 85007

Phone: (602) 771-2670 · Fax: (602) 364-0481

DATA-SHARING REQUEST/AGREEMENT

BETWEEN

REQUESTING ENTITY:

(DES Division/Administration/Program/Office Name or External Organization Name)

AND

DATA MANAGER: ARIZONA DEPARTMENT OF ECONOMIC SECURITY

Division of Developmental Disabilities

(Division/Administration/Program/Office Name)

Effective Date: _____	Agreement No.: _____
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Equal Opportunity Employer/Program

This document available in alternative formats by contacting: (602) 771-2670.

SECTION I. REQUEST (Completed by Requesting Entity)**Use attachment if necessary**1a. PURPOSE OF THIS REQUEST *(What information is being requested and why? How will it be used? Give details/specifics.)*

In order to provide the services agreed upon in the Qualified Vendor Agreement, the Division of Developmental Disabilities may provide to the Qualified Vendor information relating to persons receiving services through the Division including, but not limited to information contained in planning documents, medical records, and service related reports.

1b. INFORMATION TECHNOLOGY AND CONNECTIVITY

The requester enters all information required for successful communication between the requesting entity and the DES IT Staff.

Contact Name (1):	Phone: () -
Contact Name (2):	Phone: () -
Contact Address:	
Contact (1) E-Mail Address:	Contact (2) E-Mail Address:
Contact Fax No: () -	

SECTION I. (cont.) REQUEST (Completed by Requesting Entity)

Use attachment if necessary

2. CITE LAW, REGULATION, DIRECTIVE OR OTHER BASIS FOR THIS REQUEST

The Qualified Vendor uses Division data to provide services as contemplated by A.R.S. § 36-557; the vendor shall safeguard confidential information in accordance with Federal and State laws and regulations, including but not limited to, A.R.S. §§ 36-568.01, 36-2932, and 41-1959, the Health Information Portability and Accountability Act (45 Code of Federal Regulations Parts 160 and 164), and Arizona Health Care Cost Containment System/Arizona Long Term Care System rules.

3. WILL OTHER ENTITIES INTERFACE WITH YOUR AGENCY?

☐ Yes ☐ No If Yes, identify entity and reason(s):

4. WILL INFORMATION BE DISCLOSED/SHARED WITH ANOTHER ENTITY?

☐ Yes ☐ No If Yes, identify entity and reason(s) for disclosure:

5. WILL DES DATA BE REPACKAGED/INCLUDED IN OTHER DATA BASES, FILES, TAPES, ETC.

☐ Yes ☐ No If Yes, identify entity and reason(s):

6. DESIRED OUTPUT (Printout, tape, terminal access/display, etc.)**7. DESCRIBE SAFEGUARDS IN PLACE TO GUARD AGAINST UNAUTHORIZED ACCESS/DISCLOSURE OF THE INFORMATION**

PRINT NAME AND TITLE OF AUTHORIZED CONTACT

PHONE NO. () -

FAX () -

E-MAIL

DATE

MAILING ADDRESS/SITE CODE

CITY

STATE

ZIP CODE

-

SECTION II. STIPULATIONS REGARDING THE USE OF INFORMATION**STIPULATIONS APPLICABLE TO THE REQUESTING ENTITY:**

1. Disclosure of the data provided to the Requesting Entity is not permitted unless specifically authorized.
2. Repackaging or redistribution of data or screens, or creation of separate files will not be permitted unless specifically authorized.
3. The data shall be used only to assist in valid administrative needs as stated in Section I, item 1 of this Agreement.
4. All data shall be stored in a physically secure facility.
5. All data in electronic format shall be stored or processed so that unauthorized persons cannot retrieve the information by means of a computer, remote access, or other means.
6. Only authorized staff will be given access needed to accomplish the purpose(s) specified in Section I, item 1 of this Agreement.
7. All staff shall attend an authorized data security awareness training class, where they will be instructed on confidentiality, privacy laws and penalties imposed when compliance is breached. All staff with access to DES systems and/or applications must complete an annual recertification security awareness training class as scheduled by DES.
8. A **Request for Terminal Access and Other Activity (J-125)** shall be used to request specific access for each authorized staff member and must be signed by the staff supervisor or designee.
9. All authorized staff is required to sign a **User Affirmation Statement (J-129)**, as a condition for using requested data. This affirmation statement must be resigned at three (3) year intervals as scheduled by DES.
10. Any personnel changes requiring change or removal of access as described in Section I, item 1 of this Agreement, shall be reported promptly to the respective data security analyst.
11. Federal and state audit and data security personnel may have access to offices and records of the requesting entity to monitor or verify compliance with this agreement.
12. This Data-Sharing Agreement will remain in effect for 10 years from the effective date unless otherwise stipulated in Section III or overridden by the Contract, a Memorandum Of Understanding or an InterAgency Agreement. If length is overridden by another document, please reference the document in Section III.
13. Upon Contract Termination, Media Sanitization procedures shall be adhered to in accordance to Arizona Statewide Policy – P8250 v 1.0 - The Business Unit shall sanitize digital and non-digital information system media containing Confidential information prior to disposal, release of organizational control, or release for reuse using defined sanitization techniques and procedures in accordance with the Media Protection Standard S8250. [NIST 800-53 MP-6] [HIPAA 164.310(d)(2)(i)] [HIPAA 164.310(d)(2)(ii)] [IRS Pub 1075]
14. All DES Contracts retention terms and conditions will be adhered to as written on the said contract unless otherwise stated and DES Retention Policy ((DES 1-37-12-(01)(02)(03)) is applicable.

STIPULATIONS APPLICABLE TO PROVIDER:

1. DES will use the Requesting Entity employee identifying information solely for the purpose of establishing on-line access.
2. Only authorized DES employees will have access to requesting agency employee data.
3. In accordance with applicable federal, state, and/or local privacy regulations, DES will protect all information collected from the Requesting Entity.

STIPULATIONS APPLICABLE TO HIPAA – HEALTH INSURANCE PORTABILITY & ACCOUNTABILITY ACT:

1. All staff shall attend an authorized HIPAA awareness training class, where they will be instructed on confidentiality, privacy, information safeguards and penalties imposed when compliance is breached.
2. If applicable, there is a “Business Associate Contract” [45 CFR 164.502(e), 154.504(e), 164.532(d) & (e)] on file and will be attached to this data sharing agreement as an addendum.

SECTION III. ADDITIONAL INFORMATION**1.0 This data sharing agreement shall have the same term as the Qualified Vendor Agreement.**

Print Name _____

PHONE NO.

DATE

Signature _____

() -

SECTION IV (A). RECOMMENDATIONS (Completed by the data managing program)

- ☐ Recommend **APPROVAL**
- ☐ Request is not recommended for approval.

Print Name _____

SITE CODE

PHONE NO.

DATE

Signature _____

() -

SECTION IV (B). HIPAA RECOMMENDATIONS (Completed by the HIPAA DIVISION PRIVACY OFFICER)

- ☐ Recommend **APPROVAL**
- ☐ Request is not recommended for approval.

Print Name _____

SITE CODE

PHONE NO.

DATE

Signature _____

() -

SECTION V. APPROVAL (Completed by the requesting entity and the data managing program)

I attest to the correctness of the information provided in Section I and agree to the stipulations and costs listed in Section II and III. I agree to comply with all provisions of the DES Data Security Policy. Should any violations of the DES Data Security Policy occur, this Agreement may be terminated. I further understand that DES will periodically review the terms of the Agreement to ensure it conforms with DES Policies and Procedures. In the event changes in either federal or state law or regulations occur that conflict with the terms of the Agreement or render the terms of the Agreement void, impracticable, or otherwise impossible, this Agreement will terminate immediately. A new Agreement or an amendment to the existing Agreement will be initiated to provide for any changes, which cannot be accommodated within the provisions of the existing Agreement. The Requesting Entity shall hold harmless and indemnify the State of Arizona and its Department of Economic Security for any liability resulting from acts or omissions attributable to the Requesting Entity.

IN WITNESS HERETO, the PARTIES have executed this Agreement by signature of their duly authorized officials:

For the Requesting Entity:

Entity Name

YOUR INFORMATION GOES HERE

Print Signatory Name

Title

Signature

Date

For the Department of Economic Security:

Entity Name

Division of Developmental Disabilities

Print Signatory Name

Donna Schneider

Title

FOCUS Manager

Signature

Date

SECTION VI. APPROVAL (Completed by the Information Security Administration)

This signed Agreement meets all requirements necessary to permit the controlled sharing of the DES data while simultaneously providing for the protection of the data. I certify that:

- ☐ **THIS AGREEMENT CONFORMS to DES Information Security Policy.**
- ☐ **THIS AGREEMENT DOES NOT CONFORM to the DES Information Security Policy. Implementation of this Agreement cannot proceed until the following action is taken:**

Carl Carpenter**DES Chief Information Security Officer**

(Signature)

(Title)

(DATE)

SECTION 9
ATTACHMENT F
DEVELOPMENTAL HOME THIRD PARTY AGREEMENT

ARIZONA DEPARTMENT OF ECONOMIC SECURITY
DIVISION OF DEVELOPMENTAL DISABILITIES

DEVELOPMENTAL HOME THIRD PARTY AGREEMENT

- I. This Agreement is between the Arizona Department of Economic Security (the “Department” or “DES”), Division of Developmental Disabilities (the “Division” or “DDD”), the Qualified Vendor, and the licensed Developmental Home Provider(s). This Agreement is effective the last date of signature and shall terminate upon termination of the Qualified Vendor Agreement, as amended by mutual agreement of all parties, or on termination of the Developmental Home Provider License. This Agreement 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 provides the basis for Provider Indemnity Program (“PIP”) coverage pursuant to Arizona Revised Statutes (“A.R.S.”) § 41-621(B). See page 9 of this agreement for more information on PIP.**

Qualified Vendor Name	FEI Number	Site Code
Developmental Home Provider Name ¹	SSN or FEI	

¹The 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:

Signature of Developmental Home Provider Signatory	Date
Signature of Developmental Home Provider Secondary	Date
Signature of Qualified Vendor	Date
Signature for The Division of Developmental Disabilities	Date

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

- A. Enter into a subcontract with the Developmental Home Provider for the provision of Developmental Homes services under the Qualified Vendor Agreement. The subcontract shall incorporate by reference the Qualified Vendor Agreement. The Qualified Vendor shall provide copies of the subcontract relating to the provision of Developmental Homes service(s) to the Division upon request. The Qualified Vendor shall be legally responsible for Agreement performance. The subcontract may not operate to terminate or limit the legal responsibility of the Qualified Vendor to assure that all activities carried out by the Developmental Home Provider conform to the requirements of the Qualified Vendor Agreement.
- B. Share all known unprivileged information about each member with the Developmental Home Providers.
- C. Provide the Developmental Home Providers, at the time of each member's placement or within five (5) working days, the member's placement packet which includes written planning documents [e.g., Individual Support Plan ("ISP")], Behavior Plans, and other pertinent information such as confidential information on health, education, and social aspects of the member.
- D. Assist in developing a planning document for each member with the involvement of the Developmental Home Provider(s).
- E. Assess progress toward achievement of the member's planning document outcomes with participation of the Developmental Home Providers(s).
- F. Arrange or facilitate access to services to meet each member's needs.
- G. Advise and assist each member and other people important to the member to understand the nature of a developmental home placement.
- H. Facilitate and assist each member in maintaining relationships with the member's family and other people important to the member.
- I. Work with the Developmental Home Provider's schedule to facilitate visitation with each member's family and other people important to the member.
- J. Work with the Developmental Home Provider(s) toward meeting the needs of each member.
- K. Be available to provide assistance in emergencies for the member.

- L. Provide monthly in person consultation and supports to the developmental home provider to support the needs of the individual placement; this may include but not be limited to programmatic support, and monthly developmental home provider support groups. Work cooperatively with all entities for continuity of services for the member. All direct service providers must meet Arizona Health Care Cost Containment System (“AHCCCS”) registration/Department certification requirements.
- M. Work cooperatively with all entities for continuity of services for the member(s).
- N. 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.
- O. Develop and implement strategies for recruitment, training, home studies and recommendation for licensing or certification, and re-licensing or re-certification of homes, and methods for monitoring and retention of homes that protect the physical, emotional, and mental well-being of the member(s).
- P. As needed, participate and cooperate with the Developmental Home Provider(s) and the Department for the development and implementation of Corrective Action Plans.
- Q. Provide or arrange for training to developmental home providers as approved by the Division and as outlined in the Provider Manual. In addition to the above, for Child Developmental Homes, the training curriculum shall meet the standards required by the Arizona Department of Child Safety (ADCS) for foster care licensure. The child welfare training must be delivered by an individual certified by the ADCS to provide this training.
- R. Establish, support, and maintain licensed/certified developmental homes to meet the needs of member(s).
- S. Conduct new placement visits, home visits, annual renewal visit and document in Quick Connect as listed in the Developmental Home Services policy located in the Provider Manual.
- T. Assist the member’s planning team in assessing the referred member for an appropriate match with the licensed developmental home and participate in the development of the planning document.
- U. Facilitate the completion of this Agreement.
- V. Ensure that each developmental home site is documented in Section 5 – Administrative & Service Sites section of the Division’s Qualified Vendor Contract System (“QVC”). Each physical location shall be documented and updated as necessary to ensure the information is current and accurate.

- W. Not release a Developmental Home Provider to another Qualified Vendor if the home is under a Corrective Action Plan unless all parties (the Developmental Home Provider, both Qualified Vendors, and the Department) agree in a signed and dated written document.
- X. Cooperate with other Qualified Vendors in transferring the Developmental Home Provider's license by sharing licensing information with the new vendor and releasing licensing records (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.

III. 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 self-help, 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.
- G. Assist the member in developing, maintaining, or enhancing independent functioning skills in sensorimotor areas, cognition, personal grooming, hygiene, dressing, eating, toileting, self- medication and first aid, recognizing symptoms of illness, and preventing accidents and illnesses.
- H. Assist each member in developing methods of starting and maintaining friendships of his/her choice, as well as appropriate assertiveness, social skills, and problem-solving abilities for use in daily interactions.
- I. Provide or arrange for transportation to support the member in all daily living activities, e.g., day treatment and training, employment situation, medical appointments, visits with family and friends, and other community activities. Promote, as appropriate, the member's acquisition of skills necessary to access community transportation resources.
- J. Provide room and board.
- K. As needed, the Developmental Home Provider will participate and cooperate with the Qualified Vendor and the Department for in the development and implementation of Corrective Action Plans.
- L. Ensure that the Developmental Home Provider(s) job, profession, or other obligations do not conflict with or limit appropriate supervision of the member. The Developmental Home Provider is responsible for the member on a 24 hour a day, 7 day a week, 365 day a year basis (allowing for school, day programs, and respite).

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

A. **Compliance With Applicable Laws.** The materials and services supplied under this Agreement shall comply with all applicable Federal, State and local laws, and the Developmental Home Provider shall maintain all applicable licensing, certification and permit requirements.

1. In accordance with A.R.S. § 36-557 (Purchase of community developmental disabilities services; application; contracts; limitation), as applicable, all members who receive Agreement services shall have all of the same specified rights as they would have if enrolled in a service program operated directly by the State.
2. Nothing in this Agreement shall be construed as a waiver of a Native American tribe's sovereign immunity. Nothing 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.
3. The Developmental Home Provider 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.
4. 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.
5. The Developmental Home Provider shall only provide services that are specified on the license issued by the "Division" or the Arizona Department of Child Safety (ADCS). This includes the type of service or program, and the number, gender, and ages of members the Developmental Home Provider(s) may receive for care.
6. The Developmental Home Provider 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.

7. The Developmental Home Provider shall take proper safety and health precautions to protect the 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.
- C. **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. The term “juvenile” in A.R.S. § 8-804 shall also mean “vulnerable adult” as defined in A.R.S. § 13-3623 (as may be amended).
- D. **Insurance.** The Developmental Home Provider is insured pursuant to A.R.S. §§ 41-621 and 35-154 *et seq.* and this signed Agreement.
- E. **Non-Discrimination.** The Developmental Home Provider shall comply with State Executive Order No. 2009-09 and all other applicable Federal and State laws, rules, and regulations, including the American’s with Disabilities Act. The Developmental Home Provider shall comply with Title VI of the Civil Rights Act of 1964, which prohibits the denial of benefits of or participation in contract services on the basis of race, color, or national origin. The Developmental Home Provider shall comply with the requirements of Section 504 of the Rehabilitation Act of 1973, as amended, which prohibits discrimination on the basis of disability, in delivering contract services; and with Title II of the Americans with Disabilities Act, and the Arizona Disability Act, which prohibit discrimination on the basis of physical or mental disabilities in the provision of contract programs, services and activities.
- F. **Records.** Under A.R.S. §§ 35-214 and 35-215, the Developmental Home Provider shall retain all data and other records (“records”) relating to the acquisition and performance of the Agreement for a period of five (5) years after the completion of the Agreement or if subject to Health Insurance Portability & Accountability Act (“HIPAA”), which requires a period of six (6) years after the completion of the Agreement. All records shall be subject to inspection and audit by the State at reasonable times. Upon request, the Developmental Home Provider shall produce a legible copy of any or all such records.
- G. **Third Party Antitrust Violations.** The Developmental Home Provider assigns to the State any claim for overcharges resulting from antitrust violations to the extent that those violations concern material or services supplied by third parties to the Developmental Home Provider, toward fulfillment of this Agreement.
- H. **Code of Conduct.** The Developmental Home Provider shall:
1. Represent themselves, their credentials, and their relationships accurately to members and others in the community;

2. Participate as appropriate in the planning process, including the implementation of plan objectives;
3. Maintain member privacy and confidential information in conformity with Federal and State law, rule and policy;
4. 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;
5. Ensure that members receiving service are safely supervised and accounted for;
6. Act in a professional manner, honor commitments, and treat members and families with dignity and respect;
7. Display a positive attitude;
8. Have absolute zero tolerance for the following: sexual activity with members and family members; employ authority or influence with member and families for the benefit of a third party; exploit the 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.

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

1. The member's health status, medical care, or treatment options including any alternative treatment that may be self-administered.
2. Any information the member needs in order to decide among all relevant treatment options.
3. The risks, benefits, and consequences of treatment or no treatment.
4. The 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.

J. **Address Confidentiality Program.** The Developmental Home Provider 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 applicable policies and procedures the Department has adopted for such compliance.

- K. **Limited English Proficiency.** The Developmental Home Provider shall ensure that all services provided are culturally relevant and linguistically appropriate to the population to be served following Department Policy, Limited English Proficiency (LEP), DES 1-01-34 and any subsequent revisions.
- L. **Warranty of Services.** The Qualified Vendor and the Developmental Home Provider, by execution of this Agreement, warrants that it has the ability, authority, skill, expertise, and capacity to perform the services specified in the Agreement.
- M. **Certification of Truthfulness of Representation.** By signing this Agreement, the Qualified Vendor and the Developmental Home Operator certifies the following:
1. That all representations set forth herein are true to the best of its knowledge; and
 2. That it will maintain all representations, comply with all covenants, and perform all duties throughout the term of the Agreement.

END OF AGREEMENT

Provider Indemnity Program

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

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

<https://staterisk.az.gov/insurance/provider-indemnity-program>

PROVIDER REQUEST FOR CENTRAL REGISTRY BACKGROUND CHECK COVER SHEET

This document and any files transmitted with it are confidential and intended solely for the use of the individual or entity to which they are addressed. If you have received this information in error, please notify the sender and destroy the information. The information contained in the Central Registry and any attached files are intended to be used as a factor to determine qualifications for each Applicant and Administrator for a Contract with the Division and for each person who will provide direct service to a child or vulnerable adult for a Contractor or Subcontractor. **The information contained in the Central Registry is confidential and must not be further disseminated or shared.**

Please fill out the information below and send this Cover Sheet with the attached Request Form(s). There is no limit to the number of Request Forms (page 2) that may be attached to this Cover Sheet. Information entered in all fields must be accurate, legible, and complete.

For OP (Office of Procurement) Use Only	Solicitation/Contract _____
Procurement Officer _____	Phone _____ Email _____

Company Name _____	CHECK ALL APPLICABLE: <input type="checkbox"/> New Employee <input type="checkbox"/> Existing Employee <input type="checkbox"/> New Contract with DDD <input type="checkbox"/> Contract Extension
Contract Number _____	
Tracking Number <i>(You must assign a unique combination of numbers and/or letters to track this document and the persons listed on it for a background check. The Tracking Number may include the name of the company but not the name, initials, or SSN for a person listed on this request)</i> _____	

Name of Person Authorized to Submit Request (Requestor) _____

Requestor's Email Address _____ Requestor's Phone No. _____

Requestor's Signature _____ Date of Request _____

SUBMIT YOUR COMPLETED COVER SHEET AND REQUEST FORM(S) VIA ONE OF THE FOLLOWING:

Secure Email to: DDDCentralRegistrySearchRequest@azdes.gov
Fax to: 602-542-8193 – Attn: Central Registry Request
Mail to: **Division of Developmental Disabilities**
 Attn: Central Registry Request
 P.O. Box 6123, Mail Drop 2HC3
 Phoenix, AZ 85005

The result(s) of this background check will be processed within **five (5) working days** and notification will be sent as follows.

1. For persons with no record of substantiated reports of abuse or neglect, the Requestor will be notified.
2. For persons with one or more substantiated report of abuse or neglect, the person, the Requestor and the Signatory on the Contract will be notified.

If a person has a substantiated report of abuse or neglect for a **disqualifying act**, the Signatory will be required to respond to DDDcontractaction@azdes.gov within **ten (10) working days** with a statement verifying that the person is **not** providing a direct service to a child or vulnerable adult.

**Illegible, inaccurate, or incomplete information on the Cover Sheet
or Request Form will delay your response from the Division.**

REQUEST FOR CENTRAL REGISTRY BACKGROUND CHECK*(All fields must be completed, accurately and legibly.)*

PERSON REQUIRING THE CENTRAL REGISTRY BACKGROUND CHECK	
FIRST NAME, LAST NAME	ALIAS <i>(Previously used name(s))</i>
SOC. SEC. NO.	DATE OF BIRTH
ADDRESS (No., Street, City, State, ZIP)	
DDD – INTERNAL USE ONLY (Search results)	
Reports: Yes Number:	[See attached document(s)] No Date of Search:
NAME OF PERSON COMPLETING SEARCH	SIGNATURE
PERSON REQUIRING THE CENTRAL REGISTRY BACKGROUND CHECK	
FIRST NAME, LAST NAME	ALIAS <i>(Previously used name(s))</i>
SOC. SEC. NO.	DATE OF BIRTH
ADDRESS (No., Street, City, State, ZIP)	
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DISQUALIFICATION ACTS

A person is disqualified from employment in a direct service position if he/she is identified as the subject of a substantiated report for any of the following. View Finding Statement if available.

24	Child death due to alleged abuse or neglect, or suspicious death
25	Injuries requiring emergency medical treatment
27	Child age 24 months is shaken (shaken baby syndrome)
33	Untreated life threatening condition, Infant Doe, Non-organic FTT
37	Imminent harm to child under the age of six (6) due to lack of supervision by parent/caretaker
38	Neglect results in injury/illness requiring emergency medical treatment
39	Imminent harm to child due to health or safety hazards in living environment/exposure to the elements
40	Child diagnosed as suicidal by mental health professions, parent refused to allow treatment
41	Physical evidence of sexual abuse reported by a medical doctor or child reporting sexual abuse within the past seven days
42	Child reporting vaginal or anal penetration or oral sexual contact within past 72 hours and has not been examined
43	Abandoned, no parent willing to provide immediate care for a child and child is with a caregiver unable or unwilling to provide care now
45	Injuries may require medical treatment
46	P3 Injury to child under age six years
50	Living environment presents health or safety hazards to a child under the age of six
51	Sexual conduct/physical injury between children due to inadequate supervision
54	Sexual behavior within the past 8-14 days
55	Child diagnosed by mental health professional with behavior consistent with emotional abuse
56	Abandoned, no parent willing to care for a child, child with caretaker unable or unwilling to care for child less than one week
66	Significant developmental delays due to neglect
69	Attempted sexual behavior or sexual behavior, 14 days to three years r last occur unknown
72	Parent, guardian or custodian suggests or entices child to engage in sexual behavior, no touching
76	Use of child by parent, guardian or custodian for material gain
82	Parent, guardian or custodian sexually abused a child in past, now in home with a child
83	Attempted sexual behavior or sexual behavioral when last occurred more than three years
101	Death of a child due to neglect
111	Death of a child due to physical abuse or suspicious death
201	Physical abuse high risk
202	Physical abuse moderate risk
301	Neglect, high risk
302	Neglect, moderate risk
401	Sexual abuse, high risk
402	Sexual abuse, moderate risk
404	Sexual Abuse, response 4
501	Emotion Abuse, high risk
502	Emotional abuse, moderate risk

**SECTION 9
ATTACHMENT H
BUSINESS PLAN**

A key component of the Application is the business plan. An Applicant shall submit a business plan that includes, at a minimum, the components listed below. The Applicant should be mindful of formatting, professionalism (e.g., appearance, grammar, mathematics, and spelling) and readability. The Division may request a personal interview with the Applicant to discuss aspects of this plan. The Applicant is expected to be able to discuss this plan and cannot be represented by a consultant.

BUSINESS PLAN OUTLINE AND SCORING

SECTION	POINTS POSSIBLE	MINIMUM SCORE ACCEPTED
1. <u>Cover Page</u> (optional) a. Company Name b. Owner(s) c. Director/Manager d. Address e. Phone Number f. Fax Number (optional) g. Email Address h. Website Address (optional) i. Logo (optional)	3	0
2. <u>Table of Contents</u> (optional)	0	N/A
3. <u>Executive Summary</u> Completion of this section is mandatory. This section is typically no longer than three pages. All 6 subtopics listed must be addressed. a. Describe the fundamentals of the company and the reason it was formed. b. Identify the purpose and the unique features of the company. c. Include a summary of the company's three-year business prospective. d. Specify what the management team hopes to accomplish. e. List the percentage of your business that you anticipate to be funded by the Division. f. Summarize any existing business affiliations and other lines of business.	3	2

SECTION	POINTS POSSIBLE	MINIMUM SCORE ACCEPTED
<p>4. <u>General Company Description</u> Completion of this section is mandatory. All 6 subtopics listed must be addressed.</p> <ul style="list-style-type: none"> a. Mission statement b. Company's goals and objectives c. Business philosophy d. Company's unique features e. Legal form of ownership (e.g., Sole Proprietorship, Limited Liability Company, Corporation, Limited Liability Partnership) f. Location of administrative office(s) 	10	7
<p>5. <u>Management and Organization</u> Completion of this section is mandatory. All 4 subtopics listed must be addressed.</p> <ul style="list-style-type: none"> a. Identify the management hierarchy, including the key management positions overseeing the primary functions of the company, the primary duties of each of these key management positions, and the business experience of the employees occupying these positions; include organizational chart(s). b. Provide descriptions for all other positions in the organization, including primary job duties and assigned responsibilities. c. Identify professional and advisory support (e.g., consultants, board of directors). d. Include resumes of owner(s) and key positions. 	22	16
<p>6. <u>Services</u> Completion of this section is mandatory. All 4 subtopics listed must be addressed.</p> <ul style="list-style-type: none"> a. Provide a description of proposed services. b. Identify the geographic area(s) in which services will be provided (e.g. Bisbee, Globe/Miami, Parker, Window Rock, Yuma). c. Provide a description of the environment(s) in which services will be provided (e.g. individual's home, provider's home, in a facility, in the community). d. List the rates for the services to be provided (reference the Division's <i>RateBook</i>). 	12	9

SECTION	POINTS POSSIBLE	MINIMUM SCORE ACCEPTED
<p>7. <u>Operational and Quality Management Plan</u> Completion of this section is mandatory. Both subtopics listed must be addressed.</p> <ul style="list-style-type: none"> a. Demonstrate an understanding of and the importance of control systems (the procedures used to monitor services and system performance and to define and implement actions that will result in service and system improvements). b. Identify the systems in place to minimize liability and risks (e.g., personnel, training, transportation, certification requirements, insurance requirements, and service delivery). 	20	15
<p>8. <u>Financial Plan</u> Completion of this section is mandatory. All 5 subtopics listed must be addressed.</p> <ul style="list-style-type: none"> a. Identify sufficient operating capital for a minimum of three (3) months with no funding from the Division; provide supporting documentation that demonstrates access to the funding. b. Describe anticipated expenses (e.g., payroll, training, certification, insurance, third-party collections, and facility costs) that will occur for operation and revenues for a three-year period. (e.g., break-even analysis, projected cash flow). c. Include a plan for phase-in and start-up considerations for each service that demonstrates an understanding of the proposed area of service delivery, the demand for the services in the area, the existing competition in the area, and an understanding of the Division's rate structure in the published <i>RateBook</i>. d. Identify a contingency plan if forecasted service delivery levels are not met. e. Financial documents are mathematically correct. 	22	16
<p>9. <u>Marketing Plan</u> Completion of this section is mandatory. Both subtopics must be addressed.</p> <ul style="list-style-type: none"> a. Market research: For each proposed service, describe the need for the service in the area, the existing competition, and the projected need for the service). b. Describe recruitment process which addresses member choice. 	4	3

SECTION	POINTS POSSIBLE	MINIMUM SCORE ACCEPTED
10. <u>Growth Plan</u> Completion of this section is mandatory. Both subtopics listed must be addressed. <ol style="list-style-type: none"> a. Reflect a reasonable pace at which the Applicant plans to increase proposed service capacity including the geographic area(s). b. Identify potential new services the agency plans for continued growth including the geographic area(s) and financial requirements. 	4	2
<i>TOTAL POINTS POSSIBLE</i>	100	70

**SECTION 9
ATTACHMENT I
CONTINGENCY PLAN**

The Qualified Vendor must have a written Contingency Plan that addresses the requirements of (1) a Business Continuity Plan, and (2) a Pandemic Performance Plan, as stipulated in Section 6.12.1 and 6.12.2 of the *DES/DDD Standard Terms and Conditions for Qualified Vendors*. The Contingency Plan must be submitted as part of the Application for a Qualified Vendor Agreement and is subject to the approval of the Arizona Department of Economic Security/ Division of Developmental Disabilities (“Division”). The Qualified Vendor must submit any amendment to the plan to the Division for approval within ten (10) business days. The State may require a copy of the plan at any time prior to or post award of an Agreement.

1) Business Continuity Plan

The Business Continuity Plan (“BCP”) must illustrate how the Qualified Vendor will provide contracted service(s) pursuant to the Agreement in the event of a natural or man-made disaster (e.g., earthquake, flood, catastrophic accident, fire, explosion, gas leak) or any other emergency event which may disrupt routine service delivery (e.g., power outage, disruption of essential utilities, evacuation by authorities).

At a minimum, the BCP must include the following:

- a) Internal emergency notification call-trees, organizational chart, and orders of succession.
- b) Checklists to contact and coordinate with police, fire, medical, and other community emergency responders.
- c) The Qualified Vendor’s emergency points of contact(s) information, communication and reporting protocols with the Division.
- d) Plans to respond, restore, and resume business operations as soon as practical and also protecting the life, health, and safety of members and the Qualified Vendor’s staff.

In addition, the Qualified Vendor must have contingencies for:

- a) The loss of facilities/sites.
- b) Electronic/telephone failure at primary place of business.
- c) Loss of computer systems/records.
- d) A facility evacuation plan that assures the successful evacuation of members and staff.
- e) A self-sheltering (i.e., shelter in place) plan which maintains adequate staffing levels, food, water, prescribed medications and equipment that meet the needs of Division members for not less than three (3) days and for the duration of the emergency/disaster event.

The BCP must be specific for each of its Arizona facilities and reference community emergency resources as described above. The Qualified Vendor must provide annual BCP training for all staff members. The Qualified Vendor must conduct BCP exercises, annually. The Qualified Vendor must review its BCP(s) as needed, amend the plan as required, and train all staff members on any changes to the plan.

2) Pandemic Contractual Performance

The Pandemic Performance Plan must illustrate how the Qualified Vendor will perform up to the Agreement standards in the event of a pandemic (e.g., a pandemic influenza is a worldwide epidemic flu. Because there is little or no natural immunity, the disease can spread easily from person to person).

At a minimum, the Pandemic Performance Plan must include:

- a) Key succession and performance planning if there is a sudden significant decrease in Qualified Vendor's workforce. Suggested components include:
 - i) Identification of a pandemic lead with defined roles and responsibilities.
 - ii) Development of continuity of operations plan for critical and essential services and products.
 - iii) Cross-training of employees for continuity of business on critical and essential services.
 - iv) Establishment of policies for flexible worksites (e.g., telecommuting) and flexible work hours (e.g., staggered shifts).
- b) Alternative methods to ensure there are services or products in the supply chain. Suggested components include:
 - i) Determination of potential impact on continuity of services and products provided.
 - ii) Identification of the materials, equipment or supplies the business will need to stock in advance to be self-sufficient through an 8-10 day time period.
 - iii) Identification of essential staff and other critical inputs (e.g., suppliers, subcontractor services, products, and logistics) required to maintain business operations by location and function.
- c) An up to date list of company contacts and organizational chart. Suggested components include:
 - i) Establishment of emergency notification call-trees.
 - ii) Development of an emergency communications plan which includes identification of contractor's key contacts (with back-ups) emergency phone numbers including fire and police departments, and company organizational chart.

The Qualified Vendor must provide annual training on the Pandemic Performance Plan for all staff members. The Qualified Vendor must review its Pandemic Performance Plan as needed, amend the plan as required, and train all staff members on any changes to the plan.

Additional information and ideas for designing and implementing the Business Continuity Plan and Pandemic Plan can be obtained at www.Ready.gov.

Arizona Department of Economic Security
Health Insurance Portability & Accountability Act of 1996 - HIPAA
and Health Information Technology for Economic and Clinical Health Act of
2009 - HITECH
Business Associate Agreement

The Arizona Department of Economic Security (DES) of on behalf of a DES Division or Program ("DES Covered Component"), and undersigned Business Associate hereby enter into this Business Associate Agreement ("BAA" or "Agreement").

This BAA has the same effective date as the Contract, Intergovernmental Agreement, Memorandum of Understanding or Interagency Service Agreement to which it is appended ("Related Contract" or "Contract"), or the date of the last signature, whichever is later. If there is no Related Contract, the effective date of this BAA is the date of the last signature to this Agreement. This Agreement supplements any Contract between a DES Covered Component and the Business Associate which involves the disclosure of Protected Health Information ("PHI") as defined in HIPAA. In the event of conflicting terms or conditions, this Agreement's terms shall supersede the provisions of the Related Contract to which it is appended.

The DES Covered Component and the Business Associate agree to comply with applicable Privacy and Security Standards of HIPAA and HITECH, and with other applicable federal and state laws, in order to protect the privacy of PHI in any form and to safeguard the confidentiality, integrity, and availability of any Electronic PHI ("ePHI") related to this Agreement.

- 1.0. DEFINITIONS.** Capitalized terms not otherwise defined in this Agreement shall have the same meanings as those terms in the Privacy Rule and HITECH.
- 1.1 **Breach** shall have the meaning given to such term under the HITECH Act (42 U.S.C. § 17921).
- 1.2 **Business Associate** shall have the meaning given to such term under the Privacy Rule, the Security Rule, and the HITECH Act (45 C.F.R. § 160.103 and 42 U.S.C. §17938).
- 1.3 **Covered Component** shall have the meaning given to such term under the Privacy Rule and the Security Rule (45 C.F.R. §160.103).
- 1.4 **Data Aggregation** shall have the meaning given to such term under the Privacy Rule (45 C.F.R. §164.501).
- 1.5 **Designated Record Set** shall have the meaning given to such term under the Privacy Rule (45 C.F.R. §164.501).
- 1.6 **Electronic Health Record** shall have the meaning given to such term in the HITECH Act (42 C.F.R. § 17921).
- 1.7 **Electronic Protected Health Information** shall have the meaning given to such term under the Privacy Rule (45 CFR §134.501and §106.103)
- 1.8 **Health Care Operations** shall have the meaning given to such term under the Privacy Rule (45 C.F.R. §164.501).

- 1.9 **Individual** shall have the meaning given to such term under the Privacy Rule (45 C.F.R. §160.103) and shall include a person who qualifies as a personal representative (45 C.F.R. §164.502(g)).
- 1.10 **Privacy Rule** shall mean the Standards for Privacy of Individually Identifiable Health Information codified at 45 C.F.R. Parts 160 and 164, Subparts A and E.
- 1.11 **Protected Health Information** shall have the meaning given to such term under the Privacy Rule (45 C.F.R. §164.501). Protected Health Information includes Electronic Protected Health Information (C.F.R. §160.103 and §164.501).
- 1.12 **Protected Information** shall have the meaning given to such term under the Privacy Rule (45 C.F.R. §164.501). Protected Information includes Electronic Protected Information (C.F.R. §160.103 and §164.501).
- 1.13 **Required By Law** shall have the meaning given to such term under the Privacy Rule (45 C.F.R. §164.512).
- 1.14 **Secretary** shall mean the Secretary of the U.S. Department of Health and Human Services or his designee.
- 1.15 **Security Rule** shall mean the HIPAA Regulation that is codified at 45 C.F.R. Parts 160 and 164, Subparts A and C.
- 1.16 **Unsecured PHI** shall have the meaning given to such term under the HITECH Act and any guidance issued pursuant to such Act (42 U.S.C. §17932(h)).

2.0 PERMITTED USES AND DISCLOSURES OF PHI. The Business Associate will use and disclose PHI only for those purposes necessary to perform functions, activities, or services for, or on behalf of, the DES Covered Component as specified in the underlying Contract, this BAA, or as Required By Law. Any use or disclosure by the Business Associate shall not violate applicable Privacy Rule provisions, the terms of this BAA, or the DES Covered Component policies and procedures for using or disclosing only the Minimum Necessary PHI.

2.1 Prohibited Use and Disclosures. The Business Associate shall not use or disclose Protected Information for fundraising or marketing purposes. The Business Associate shall not disclose Protected Information to a health plan for payment or health care operations purposes if the patient has requested a restriction and has paid out of pocket in full for health care items or services to which the PHI solely related as described in 42 U.S.C. §17935(a). The Business Associate shall not directly or indirectly receive remuneration in exchange for Protected Information, except with the prior written consent of the Covered Component and as permitted by the HITECH Act, 42 U.S.C. §17935(d)(2); however, this prohibition shall not affect payment by the Covered Component to the Business Associate for services provided pursuant to the Contract. Disclosure for research is prohibited without the Covered Component's permission prior to such disclosure.

- 2.2 Business Activities of Business Associate.** The Business Associate may use PHI for the necessary management and administration of the Business Associate, or to carry out the legal responsibilities of the Business Associate if:
1. The disclosure is Required By Law; or
 2. The Business Associate obtains reasonable written assurances from a third party receiving the PHI that the third party will:
 - i. Maintain the confidentiality of the PHI;
 - ii. Use or disclose the PHI only as Required By Law or for the purpose for which the PHI was disclosed to the person;
 - iii. Notify the Business Associate within 1 business day of any discovered breach of confidentiality of the Protected Information (42 U.S.C. §17932; 45 C.F.R. §164.504(e)(2)(ii)(D)) and comply in writing with paragraphs 3.1, 3.2, 3.3, 3.4, 3.5 and 3.6; and
 - iv. Ensure that any third party to whom it provides Protected Information receives from, or created or received by the Business Associate on behalf of the Covered Component, agrees to the same restrictions and conditions that apply to the Business Associate with respect to such information (45 C.F.R. §164.504 (e)(2)(ii)(D)).
- 2.3. Aggregation of PHI.** The Business Associate shall provide data aggregation services with regard to PHI created or received from or on behalf of the DES Covered Component, if requested to do so by the DES Covered Component. (45 C.F.R. §164.504(e)(2)(i)(B)).
- 2.4 De-Identification of PHI.** Under 45 C.F.R. §164.502(d) (2), de-identified information does not constitute PHI and is not subject to the terms of this Agreement. The Business Associate may de-identify any and all PHI, provided
1. The de-identification conforms to the requirements of 45 C.F.R. §164.514(b),
 2. The Business Associate maintains the documentation required by 45 C.F.R. §164.514(b), and
 3. The Business Associate gives written assurance to the DES Covered Component that the Business Associate appropriately maintains the documentation required by 45 C.F.R. §164.514(b).
- 3.0. OBLIGATIONS AND ACTIVITIES OF BUSINESS ASSOCIATE.**
- 3.1. Safeguards.** The Business Associate shall implement appropriate safeguards as are necessary to prevent the use or disclosure of Protected information otherwise than as permitted by the Contract and the Business Associate Agreement, including, but not limited to, administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity and availability of the Protected Information, in accordance with 45 C.F.R. §164.308, §164.310, and §164.312. The Business Associate shall comply with the policies, procedures, and documentation requirements of the HIPAA Security Rule, including but not limited to 42 U.S.C. §17931 and 45 C.F.R. §164.316.

- 3.2 **Reporting Impermissible Use or Disclosure and Security Incidents.** The Business Associate agrees to report to the DES Covered Component in writing of any access, use or disclosure of Protected Information not permitted by the contract or the Business Associate Agreement, and any breach of Unsecured PHI of which it becomes aware of as described in 42 U.S.C. §17921 and 45 C.F.R. §134.308(b) and §164.504(e)(2)(ii)(C), within 1 business day after discovery. The Business Associate shall:
1. Promptly take corrective action to secure any such deficiencies; and
 2. Grant prompt and immediate access to DES Covered Component and other individuals from DES or the State of Arizona authorized by DES to participate in the incident investigation, mitigation, resolution, or breach notification; and
 3. Contact the DES Chief Privacy Officer if DES Covered Component cannot be notified within 1 business day after discovery of incident; and
 4. Secure and preserve all records pertinent to the incident; and
 5. Promptly require within 1 business day of incident discovery applicable subcontractors and agents to secure and preserve all records pertinent to the incident; and
 6. Any action pertaining to such unauthorized disclosure required by applicable federal and state statutes and regulations.
- 3.3. **Mitigation.** The Business Associate agrees to mitigate, to the extent practicable, any harmful effects that are known to the Business Associate of a use or disclosure of PHI by the Business Associate or its agents or subcontractors in violation of the requirements of this Agreement (45 C.F.R §164.530(f)).
- 3.4 **Agents and Subcontractors.** The Business Associate agrees to the following:
1. Ensure that any agent, including a subcontractor, to whom it provides PHI received from, or created or received by the Business Associate on behalf of the DES Covered Component, agrees in writing to the same restrictions and conditions that apply to the Business Associate through this Agreement with respect to such PHI and implementing the safeguards required by paragraph 2.1 above with respect to Protected Information (45 C.F.R. §164.308(b) and §164.504(e)(2)(ii)(D)).
 2. It shall implement and maintain sanctions against agents and subcontractors that violate such restrictions and conditions and shall mitigate the effects of any such violations as described in 45 C.F.R. §164.530(e)(l) and 164.530(f).
- 3.5 **Personnel.** The Business Associate shall appropriately inform all of its employees, agents, representatives, and members of its workforce ("Personnel"), whose services may be used to satisfy the Business Associate's obligations under this Agreement and the Related Contract, of the terms of this Agreement. The Business Associate represents and warrants that the Personnel are under sufficient legal obligations to the Business Associate for the Business Associate to fully comply with the provisions of this Agreement. The Business Associate agrees to train its workforce on the HIPAA Rule and keep appropriate records of the training as prescribed in 45 C.F.R. §164.530(b)(1)(2).

- 3.6. **Access to Protected Information.** The Business Associate shall make Protected Information maintained by the Business Associate or its agents or subcontractors in Designated Record Sets available to the DES Covered Component for inspection and copying within 10. business days of a request by the DES Covered Component to enable the DES Covered Component to fulfill its obligations under the Privacy Rule, including, but not limited to, 45 C.F.R. §164.524. If the Business Associate maintains an Electronic Health Record, the Business Associate shall provide such information in electronic format to enable the DES Covered Component to fulfill its obligations under the HITECH Act, including, but not limited to, 42 U.S.C. §17935(e).
- 3.7 **Individual Access to PHI.** If an Individual requests direct access to PHI in possession of the Business Associate which is maintained under its contract with DES, prior to disclosure of any PHI the Business Associate shall first consult in writing with the DES Covered Component's Privacy Officer or the DES Chief Privacy Officer. The Business Associate shall grant or deny access pursuant to written instructions from the DES Covered Component which are consistent with 45 C.F.R. §164.524 or other applicable law. Within 5 business days, the Business Associate shall notify the DES Covered Component's Privacy Officer or the DES Chief Privacy Officer in writing of the actions it has taken pursuant to the request for access and DES Covered Component's authorization.
- 3.8. **Amendment of PHI.** The Business Associate agrees to make any amendment(s) to PHI in a Designated Record Set within 5 business days after the Business Associate receives from the DES Covered Component instructions to amend PHI. Such instructions generally follow an Individual's request to the DES Covered Component to amend the Individual's PHI held by the DES Covered Component or its Business Associates in a Designated Record Set. If the DES Covered Component declines an Individual's request to amend that Individual's PHI, the DES Covered Component shall provide to its Business Associate, who shall promptly incorporate into the Individual's Designated Record Set, any statements of disagreement and/or rebuttals supplied by the Individual, as required by 45 C.F.R. § 164.526.
- 3.9 **Individual Amendment of PHI.** If an individual requests an amendment of PHI directly from the Business Associate or its agents or subcontractors on behalf of the DES Covered Component, the Business Associate must notify the DES Covered Component in writing within 5 business days of the request. Any approval or denial of amendment to Protected Information maintained by the Business Associate or its agents or subcontractors shall be the responsibility of the DES Covered Component, which shall notify the Business Associate of its decision in writing.

- 3.10 **Documentation of Disclosure.** The Business Associate agrees to document all disclosures of PHI made by the Business Associate and information related to such disclosures as would be required by the DES Covered Component to respond to a request by an Individual for an accounting of disclosures of PHI c;1ccording to 45 C.F.R. §164.528. At a minimum, the documentation related to the Business Associate's disclosure of PHI shall include:
1. The date of disclosure;
 2. The name of the PHI recipient and, if known, the address of the PHI recipient;
 3. A brief description of the PHI disclosed; and
 4. A brief statement of the purpose of the disclosure that reasonably informs the Individual of the basis for the disclosure, or instead of such statement, a copy of the written request for disclosure by the Secretary or under 45 C.F.R. §164.512.
- 3.11. **Accounting of Disclosures.** Within 10 business days after receipt of notice from the DES Covered Component to the Business Associate that the DES Covered Component has received a request for an accounting of disclosures of an Individual's PHI, the Business Associate agrees to provide the DES Covered Component with the disclosure information requested by the Individual and as required in paragraph 3.10 above. If an individual requests an accounting of disclosures directly from the Business Associate, the Business Associate shall, within sixty (60) business days, provide or deny an accounting according to 45 C.F.R §164.528. Unless otherwise directed by the DES Covered Component, the Business Associate shall notify the DES Covered Component of the action it has taken and shall do so in writing within five (5) business days after the action. The accounting of disclosure shall include all PHI disclosures for the time period the Individual requested, but not for a date earlier than six years prior to the date of creation or last entry, which ever occurred last. If the Business Associate is unable to provide the accounting of disclosure within the allowed time frame, the Business Associate shall provide the DES Covered Component with a written statement of the reason for delay and the date the Business Associate will provide the accounting.
- 3.12 **Government Access to Records.** For the purpose of determining the DES Covered Component compliance with the Privacy Rule, as well as the Business Associate's compliance with this BAA, the Business Associate agrees to make available to the DES Covered Component or its authorized agent, or to the Secretary, in the time and manner designated:
1. The Business Associate's internal practices, books, and records, including policies and procedures, relating to the use and disclosure of PHI received from, or created or received by the Business Associate on behalf of the DES Covered Component; and
 2. All PHI received by the Business Associate from the DES Covered Component or created or received by the Business Associate on behalf of the DES Covered Component.

- 3.13 **Minimum Necessary.** The Business Associate and its agents and subcontractors shall request, use, and disclose only the minimum amount of Protected Information necessary to accomplish the purpose of the request, use or disclosure as described in 42 U.S.C. § 17935(b); 45 C. F. R. § 164.502(b)(1) and 164.514(d).
- 3.14 **Data Ownership.** The Business Associate acknowledges that the Business Associate has no ownership rights with respect to the Protected Information.
- 3.15 **Transaction Standards Regulation.** If the Business Associate conducts in whole or part Standard Transactions for or on behalf of the DES Covered Component, the Business Associate agrees to comply with the Electronic Data Transaction Standards and Code Sets, 45 C.F.R. Part 162 (I - R). The Business Associate agrees to require any subcontractor or agent involved in conducting Standard Transactions for or on behalf of the DES Covered Component, to comply with the Transaction Standards and Code Sets. The Business Associate and its subcontractors or agents shall not engage in any practice or enter into any agreement related to conducting in whole or in part Standard Transactions for or on behalf of the DES Covered Component that:
1. Changes the definition, Data Condition, or use of a Data Element or Segment in a Standard Transaction;
 2. Adds a Data Element or Segments to the maximum defined Data Set;
 3. Uses any code or Data Element that is marked "not used" in the Standard Transaction's implementation specification or that is not in the Standard Transaction's implementation specification; or
 4. Changes the meaning or intent of the Standard transaction implementation specification.
- 3.16 **Retention of Records.** All records containing PHI created or received by the Business Associate from or on behalf of the DES Covered Component will be retained for six years from the date of creation (e.g., PHI) or the date when it last was in effect (e.g., a policy or form), whichever is later.
- 3.17 **Violations of Law.** The Business Associate may use PHI to report violations of law to appropriate Federal and State authorities, consistent with 45 C.F.R. §164.5020).

3.18 Audits, Inspection and Enforcement.

1. Within 10 business days of a written request by the DES Covered Component, the Business Associate and its agents or subcontractors shall allow the DES Covered Component to conduct a reasonable inspection of the facilities, systems, books, records, agreements, and policies and procedures relating to the use, acquisition, or disclosure of Protected Information pursuant to this Agreement for the purpose of determining whether the Business Associate has complied with this Agreement; provided, however that:

i. The Business Associate and the DES Covered Component shall mutually agree in advance upon the scope, timing and location of such inspection. If an agreement can not be concluded, then DES will decide; and

ii. To the extent allowed by law, the DES Covered Component shall safeguard all trade secret information of the Business Associate to which the DES Covered Component has access during the course of such inspection; and

2. The fact that the DES Covered Component inspects, fails to inspect, or has the right to inspect the Business Associate's facilities, systems, books, records, agreements, and policies and procedures does not relieve the Business Associate of its responsibilities to comply with this Agreement. The following acts by the DES Covered Component do not constitute acceptance of such practices or waive the DES Covered Entity's enforcement rights under the contract or Agreement.

i. Failure to detect; or

ii. Detection, but failure to notify the Business Associate; or

iii. Requiring the Business Associate to correct any unsatisfactory practices.

3. The Business Associate shall notify the DES Covered Component in writing within 1 business day of learning that the Business Associate has become the subject of an audit, compliance review, or complaint investigation by the Office for Civil Rights.

4. Notwithstanding paragraph 3.18.1, pursuant to paragraphs 3.1 through 3.4 and in compliance with 42 U.S.C. §17921 and 45 C.F.R. §164.308(b) and §164.504(e)(2)(ii)(C), Business Associate, its subcontractors and agents shall permit prompt and immediate access to the Covered Component to all physical locations and business records, including electronic records and all relevant data files, under the control or maintained by the Business Associate, its subcontractors and agents on behalf of Covered Component, for the purpose of mitigating a data breach, conducting a risk analysis and obtaining information which will identify individuals affected.

4.0 OBLIGATIONS OF DES COVERED COMPONENT

4.1. **Notice of Privacy Practices** The DES Covered Component shall notify the Business Associate of any changes or limitation(s) in the DES Covered Component's Notice of Privacy Practices according to 45 C.F.R. §164.520, to the extent that such changes or limitation(s) may effect the Business Associate's use or disclosure of PHI.

4.2 **Changes in Permission by Individual.** The DES Covered Component shall notify the Business Associate of any changes in, or revocation of, an Individual's permission to use or disclose PHI, to the extent that such changes may affect the Business Associate's use or disclosure of PHI.

- 4.3 **Restriction on PHI.** The DES Covered Component shall notify the Business Associate of any restriction on PHI uses and disclosures that the DES Covered Component has agreed to in accordance with 45 C.F.R. §164.522, to the extent that such restriction may affect the Business Associate's use or disclosure of PHI.
- 4.4 Permissible Requests by DES Covered Component. The DES Covered Component shall not request the Business Associate to use or disclose PHI in any manner that would not be permissible under the Privacy Rule if done by the DES Covered Component.

5.0 **TERM AND TERMINATION**

- 5.1 **Term.** The term of this Agreement is specified on page one (1) of this Agreement or in the Contract to which it is appended and shall terminate when all PHI provided by the DES Covered Component to the Business Associate, or created or received by the Business Associate on behalf of the DES Covered Component, is destroyed or returned to the DES Covered Component. If it is not feasible for the Business Associate to return to the DES Covered Component or destroy all PHI when this Agreement terminates under the Contract or is terminated early, protections agreed to by the Business Associate are extended to such information, whether PHI is held or controlled by the Business Associate or its agents or subcontractors.

5.2 **Effect of Termination.**

1. Except as provided in subparagraph 3 of this paragraph, upon termination of this Agreement for any reason, the Business Associate shall return or destroy all PHI received from the DES Covered Component, or created or received by the Business Associate on behalf of the DES Covered Component. No copies or data repositories can be retained as to this information.
2. This provision shall apply to PHI in the possession or under the control of subcontractors or agents of the Business Associate. The Business Associate and its subcontractors and agents shall retain no copies or data repositories of any type of returned or destroyed PHI unless ordered to do so by a court of law.
3. If the Business Associate determines that returning or destroying PHI is not feasible, the Business Associate shall provide to the DES Covered Component notification of the conditions making the return or destruction not feasible. The Business Associate shall extend the protections of this Agreement to the PHI and shall limit further uses and disclosures of the PHI to the purpose that make the return or destruction not feasible, for so long as the Business Associate maintains the PHI. If it is not feasible for the Business Associate to recover from a subcontractor or agent any PHI, the Business Associate shall provide a written explanation to the DES Covered Component. The Business Associate shall require the subcontractor or agent to agree:
 - i. To extend the protections of this Agreement to the PHI in the possession of the subcontractor or agent; and
 - ii. To limit further uses or disclosures of the PHI to the purpose that makes the return or destruction not feasible, for so long as the subcontractor or agent maintains the PHI.

5.3 **Termination for Cause.**

1. **Breach.** Upon the DES Covered Component's knowledge of a material breach by the Business Associate of the terms of this Agreement, the DES Covered Component shall take one or more of the following actions:
 - i. Provide an opportunity for the Business Associate to cure the breach within a specified timeframe;
 - ii. Terminate this Agreement and the underlying Contract if the Business Associate does not cure the breach or end the violation within the time specified by the DES Covered Component, or if a cure of the breach is not possible;
 - iii. Immediately terminate this Agreement and the underlying contract; or
 - iv. Report the violation to the Secretary, if neither termination nor cure is feasible.
2. **Judicial or Administrative Proceedings.** The DES Covered Component may terminate the Agreement if;
 - i. The Business Associate is named as a defendant in a criminal proceeding for a violation of HIPAA, the HITECH Act, the HIPAA Regulations or other security or privacy laws; or
 - ii. There is a governmental agency or tribunal finding or stipulation that the Business Associate has violated any standard or requirement of HIPAA, the HITECH Act, the HIPAA regulations or other security or privacy laws.

6.0 **MISCELLANEOUS**

- 6.1 **HIPAA Reference.** A reference in this Agreement to HIPAA or the Privacy Rule means the regulation including the HITECH Act of 2009, as in effect on the effective date or as subsequently amended, and for which compliance is required. (45 C.F.R. § 160, §162, and §164 and 42 U.S.C. §17938).
- 6.2 **Amendment.** The parties agree to take the action necessary to amend this Agreement from time to time so that the DES Covered Component may comply with the requirements of HIPAA, HITECH, court decisions and any regulatory changes.
- 6.3 **Interpretation.** Any ambiguity in this Agreement shall be resolved to permit the DES Covered Component to comply with the HIPAA and HITECH Rules.

<p>Contractor hereby acknowledges receipt and acceptance of this HIPAA Business Associate Agreement and that a signed copy must be filed with the DES Procurement Office.</p>	<p>The above referenced HIPAA Business Associate Agreement</p> <p>is hereby executed this _ day of _____ 201_ by the Department of Economic Security.</p>
<p>_____ Signature Date</p>	
<p>_____ Printed Name</p>	<p>_____ DES Chief Privacy Officer</p>
<p>_____ Title</p>	
<p>_____ Name of Contractor</p>	<p>_____ Printed Name</p>


FY 2012 Service Utilization by District

Service Name	Service Code	Type of Unit	District					
			ATPC	Central	East	North	South	West
Attendant Care	ATC	Hour		766,817	1,055,832	330,207	694,184	1,148,024
Cener Based Employment	CBE	Hour		219,747	379,994	67,751	355,951	150,392
Day Treatment & Training, Adult	DTA	Hour	2,890	1,524,072	1,174,031	1,234,223	1,619,222	1,841,939
Day Treatment & Training, Child After School	DTT	Hour		62,196	37,077	10,438	12,159	86,302
Day Treatment & Training, Child Summer	DTS	Hour		57,590	59,107	11,979	70,135	69,143
Employment Support Aide	ESA	Hour		1,193	2,551	4,248	6,032	447
Group Supported Employment	GSE	Hour		139,447	203,930	105,330	538,905	136,251
Habilitation, Support	HAH	Hour		1,009,786	1,490,235	190,860	236,841	1,103,908
Habilitation, Community Protection	HPH	Hour		1,260				595
Habilitation, Specialized Behavior, Bachelor	HBB	Hour		683	1,751	52	519	936
Habilitation, Specialized Behavior, Master	HBM	Hour		1,518	3,408	58	1,454	2,570
Habilitation, Specialized Communication	HCH	Hour		25				50
Habilitation, Music Therapy	HAM	Hour		7,855	19,069	866	63	5,717
Habilitation, Individual Design Living Arrangement, Hourly	HAI	Hour		39,122	38,755	33,019	136,742	36,974
Habilitation, Individual Design Living Arrangement, Daily	HID	Day		9,212	16,787	6,386	51,339	9,692
Habilitation, Group Home	HAB	Day		189,507	147,505	172,941	210,539	169,777
Habilitation, Group Home, Community Protection	HPD	Day		5,708	744		674	1,393
Habilitation, Group Home, Nursing Support	HAN	Day		4,960	5,547	11	7,718	2,407
Habilitation, Agency Developmenal Home, Adult	HBA	Day		53,484	70,367	22,287	60,671	96,717
Habilitation, Agency Developmenal Home, Child	HBC	Day		15,474	28,535	9,176	18,901	13,377
Home Health Aide	HHA	Hour				12		
Housekeeping / Homemaker	HSK	Hour		274	1,568	783	7,313	632
Individual Supported Employment	ISE	Hour		291	1,420	1,608	994	449
Nursing, In-Home	HN*	Hour		198,092	279,834	54,779	136,596	210,356
Occupational Therapy (Ages 3 & Older)	OTA	Hour	1,778	33,343	50,661	12,159	15,978	33,186
Physical Therapy (Ages 3 & Older)	PTA	Hour	1,404	18,878	34,955	6,195	3,153	18,213
Speech Therapy (Ages 3 & Older)	STA	Hour	493	54,900	92,090	17,363	20,685	60,659
Respiratory Therapy	RP1	Hour		97				
Respite, Hourly	RSP	Hour		1,334,933	1,699,460	459,222	853,791	1,745,682
Transportation, Day Treatment & Training	TRA	Trip		191,283	183,081	145,678	76,563	302,859
Transportation, Employment	TRE	Trip		26,249	52,849	18,509	35,789	26,520
Transportation, Other	TRO	Trip		1,316		1		324

Data as of 3/18/2013

FY 2012 Members by District

Service Name	Service Code	Type of Unit	District						Unique Members
			ATPC	Central	East	North	South	West	
Attendant Care	ATC	Hour		1,036	1,152	411	659	1,084	3,875
Cener Based Employment	CBE	Hour		301	400	92	369	171	1,212
Day Treatment & Training, Adult	DTA	Hour	3	1,589	1,122	1,007	1,317	1,635	5,875
Day Treatment & Training, Child After School	DTT	Hour		209	146	30	36	259	619
Day Treatment & Training, Child Summer	DTS	Hour		647	708	144	669	761	2,701
Employment Support Aide	ESA	Hour		52	59	40	42	18	189
Group Supported Employment	GSE	Hour		222	308	156	572	220	1,377
Habilitation, Support	HAH	Hour		2,992	3,672	682	702	2,863	9,580
Habilitation, Community Protection	HPH	Hour		1				1	1
Habilitation, Specialized Behavior, Bachelor	HBB	Hour		38	74	1	20	59	189
Habilitation, Specialized Behavior, Master	HBM	Hour		77	141	5	73	119	382
Habilitation, Specialized Communication	HCH	Hour		1				2	3
Habilitation, Music Therapy	HAM	Hour		367	743	22	2	239	1,228
Habilitation, Individual Design Living Arrangement, Hourly	HAI	Hour		17	26	45	113	12	206
Habilitation, Individual Design Living Arrangement, Daily	HID	Day		53	58	24	155	33	286
Habilitation, Group Home	HAB	Day		820	536	527	643	611	2,686
Habilitation, Group Home, Community Protection	HPD	Day		21	4		2	7	27
Habilitation, Group Home, Nursing Support	HAN	Day		26	20	1	23	13	69
Habilitation, Agency Developmenal Home, Adult	HBA	Day		241	255	79	195	345	973
Habilitation, Agency Developmenal Home, Child	HBC	Day		116	158	36	77	107	349
Home Health Aide	HHA	Hour				1			1
Housekeeping / Homemaker	HSK	Hour		5	9	2	51	7	68
Individual Supported Employment	ISE	Hour		11	32	27	17	11	93
Nursing, In-Home	HN*	Hour		228	248	79	108	219	754
Occupational Therapy (Ages 3 & Older)	OTA	Hour	67	1,498	1,974	522	816	1,410	5,709
Physical Therapy (Ages 3 & Older)	PTA	Hour	69	908	1,360	345	214	783	3,329
Speech Therapy (Ages 3 & Older)	STA	Hour	38	2,165	2,887	659	953	2,167	7,982
Respiratory Therapy	RP1	Hour		1					1
Respite, Hourly	RSP	Hour		3,809	4,396	1,264	2,468	4,088	14,307
Transportation, Day Treatment & Training	TRA	Trip		981	891	550	325	1,245	3,582
Transportation, Employment	TRE	Trip		117	223	63	146	103	607
Transportation, Other	TRO	Trip		14		1		6	21

	Participation in Boycott of Israel		State of Arizona State Procurement Office 100 N.15th Ave., Suite 201 Phoenix, AZ 85007
	Solicitation No.:	PAGE	
	Description:	OF	

All materials submitted as part of a response to a solicitation are subject to Arizona public records law and will be disclosed if there is an appropriate public records request at the time of or after the award of the contract. Recently legislation has been enacted to prohibit the state from contracting with companies currently engaged in a boycott of Israel. To ensure compliance with A.R.S. §35-393.01 This form must be completed and returned with the response to the solicitation and any supporting information to assist the State in making its determination of compliance.

As defined by A.R.S. §35-393.01:

1. "Boycott" means engaging in a refusal to deal, terminating business activities or performing other actions that are intended to limit commercial relations with Israel or with persons or entities doing business in Israel or in territories controlled by Israel, if those actions are taken either:
 - (a) In compliance with or adherence to calls for a boycott of Israel other than those boycotts to which 50 United States Code section 4607(c) applies.
 - (b) In a manner that discriminates on the basis of nationality, national origin or religion and that is not based on a valid business reason.
2. "Company" means a sole proprietorship, organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, limited liability company or other entity or business association, and includes a wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate.
3. "Direct holdings" means all publicly traded securities of a company that are held directly by the state treasurer or a retirement system in an actively managed account or fund in which the retirement system owns all shares or interests.
4. "Indirect holdings" means all securities of a company that are held in an account or fund, including a mutual fund, that is managed by one or more persons who are not employed by the state treasurer or a retirement system, if the state treasurer or retirement system owns shares or interests either:
 - (a) together with other investors that are not subject to this section.
 - (b) that are held in an index fund.
5. "Public entity" means this State, a political subdivision of this STATE or an agency, board, commission or department of this state or a political subdivision of this state.
6. "Public fund" means the state treasurer or a retirement system.
7. "Restricted companies" means companies that boycott Israel.
8. "Retirement system" means a retirement plan or system that is established by or pursuant to title 38.

All offerors must select one of the following:

_____ My company **does not** participate in, and agrees not to participate in during the term of the contract a boycott of Israel in accordance with A.R.S. §35-393.01. I understand that my entire response will become public record in accordance with A.A.C. R2-7-C317.

_____ My company **does** participate in a boycott of Israel as defined by A.R.S. §35-393.01. :

By submitting this response, proposer agrees to indemnify and hold the State, its agents and employees, harmless from any claims or causes of action relating to the State's action based upon reliance on the above representations, including the payment of all costs and attorney fees incurred by the State in defending such an action.

Company Name

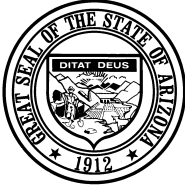
Signature of Person Authorized to Sign

Address

Printed Name

City State Zip

Title

	<p align="center">CONTRACT AMENDMENT</p> <p align="center">RFQVA No.: DDD-710000</p>	<p align="center">ARIZONA DEPARTMENT OF ECONOMIC SECURITY</p> <p align="center">1789 W. Jefferson, 4th Floor Phoenix, Arizona 85007 (602) 364-1863</p>
	<p>Contract No: «CONTRACT_NUMBER» Amendment No: 7</p>	<p align="center">Procurement Specialist: Shawn-Marie Hawkins</p>

DIVISION OF DEVELOPMENTAL DISABILITIES

XXXXXXXXXX

REQUEST FOR QUALIFIED VENDOR APPLICATION AMENDMENT #7

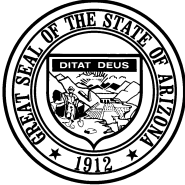
**EFFECTIVE January 17, 2020, THE ABOVE REFERENCED REQUEST FOR
QUALIFIED VENDOR APPLICATION IS HEREBY AMENDED AS FOLLOWS:**

SECTION 5 – SERVICE SPECIFICATIONS:

5.1 Provider Qualifications

5.1.13 Beginning October 01, 2019, the Qualified Vendor shall develop agency policies with procedures that demonstrated the Qualified Vendor conducts and begin background checks of all Direct Care Workers (DCW) for employment, including DCW employees who also provide Respite Service, to establish the employees comply with the following standards:

- 5.1.13.1 At the time of hire and every year thereafter, conduct a search of the Arizona Adult Protective Services Registry,
- 5.1.13.2 At the time of hire and every three years thereafter conduct a nationwide criminal background check that accounts for criminal convictions in Arizona,
- 5.1.13.3 Prohibit a DCW from providing services to ALTCS members if the background check results contain:
 - a. Convictions for any of the offenses listed in A.R.S. §41-1758.03(B) or (C), or
 - b. Any substantiated report of abuse, neglect or exploitation of vulnerable adults listed on the Adult Protective Services Registry pursuant to A.R.S. §46-459.
- 5.1.13.4 Upon hire and annually thereafter, obtain a notarized attestation from the DCW that he/she is not:
 - a. Subject to registration as a sex offender in Arizona or any other jurisdiction, or
 - b. Awaiting trial on or has been convicted of committing or attempting, soliciting, facilitating or conspiring to commit any criminal offense listed in A.R.S. §41-1758.03(B) or (C), or any similar offense in another state or jurisdiction.

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5.1.13.5 Require DCWs to report immediately to the agency if a law enforcement entity has charged the DCW with any crime listed in A.R.S. §41-1758.03(B) or (C),

5.1.13.6 Require DCWs to report immediately to the agency if Adult Protective Services has alleged that the DCW abused, neglected or exploited a vulnerable adult.

5.1.13.7 Agencies may choose to allow exceptions to the background requirements for DCWs providing services to family members only. If the agency allows a DCW to provide services under this exception, the agency shall:

a. Notify the ALTCS member in writing that the DCW does not meet the background check standards and therefore otherwise would not normally be allowed to provide services,

b. Obtain consent from the ALTCS member to allow the DCW to provide services despite the findings of the background check.

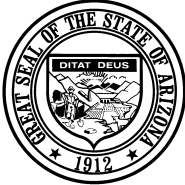
5.1.13.8 Agencies are prohibited from allowing exceptions to the Arizona Adult Protective Services Registry screening requirements for DCWs providing services to family members only.

5.1.14 **Effective October 01, 2019**, provider agencies required to comply with Fingerprint Clearance Card requirements outlined in A.R.S. Title 41, Chapter 12, Article 3.1, and may use a DCW's Fingerprint Clearance Card as evidence of complying with the criminal background check required by this Policy, however, the agency must still comply with the obligation to check the Arizona Adult Protective Services Registry. DCWs are prohibited from providing services to ALTCS members if the DCW is precluded from receiving a Fingerprint Clearance Card or has a substantiated report of abuse, neglect or exploitation of vulnerable adults listed on the Adult Protective Services Registry pursuant to A.R.S. §46-459.

5.2 Staffing

5.2.1 The Qualified Vendor shall have a plan for the recruitment, initial and ongoing training, retention and monitoring of direct service staff.

5.2.2 The Qualified Vendor shall ensure that each direct service staff meets the qualifications, training, and responsibilities in A.A.C. R6-6-1520 through 1533, A.A.C. R6-6-808, A.A.C. R6-6-1005, and/or A.A.C. R6-6-1105, as applicable.

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5.2.3 The Qualified Vendor shall ensure that no direct service staff work unsupervised with members until all required training has been completed except that staff may work unsupervised for up to ninety (90) days following the date of hire if the only remaining training to be completed is the AHCCCS Direct Care Worker Training program.

5.2.4 The Qualified Vendor shall ensure that all direct service staff are appropriately trained and supported to effectively meet the variety of needs of the member being served (e.g., behavioral, physical or medical challenges).


5.2.5 AHCCCS has implemented a court order under the Ball v. Betlach lawsuit related to non-provision of services (“NPS”) for in-home Attendant Care, Homemaker, or Respite. In addition, the Division requires the tracking for NPS (gaps) in Individually Designed Living Arrangement and Nursing services. The Qualified Vendor shall have processes in place to ensure that appropriately trained additional staff is available within two (2) hours of reporting when the primary staff person is not available, and the service is critical to assure the maintenance of health and safety of the member receiving service. As part of the court order, the Arizona Health Care Cost Containment System (“AHCCCS”) requires a monthly report which outlines when a member has reported a non-provision of service, meaning a service did not happen as scheduled. Qualified Vendors shall comply with the AHCCCS NPS reporting requirements as directed by the Division. Please refer to the Division’s “**Providers & Vendors - Division of Developmental Disabilities**” website for instructions and forms at <https://des.az.gov/services/disabilities/developmental-child-and-adult/help-providers>. The report is due by the fifth (5th) day of every month whether there is an NPS to report.

5.2.6 The Qualified Vendor shall routinely monitor and supervise direct service staff to ensure the direct service staff has the skills and abilities to work with the members and have developed a positive relationship with the members, their families, or their representatives.

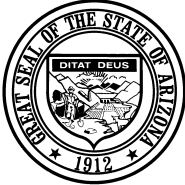
SECTION 6 – DES/DDD STANDARD TERMS AND CONDITIONS:

6.1 Definition of Terms

6.1.10 “Application” means a completed copy of the Application and Qualified Vendor Agreement Award form submitted in hardcopy to the Division; the required information in the **Qualified Vendor Application in the FOCUS** system and submitted electronically to the Division via the Division’s website, and approved by the Division; a hardcopy of the required information entered into **Qualified Vendor Application in the FOCUS system** submitted to and approved by the Division; and all applicable submittals required in the Qualified Vendor Application Assurances and Submittals form submitted to and approved by the Division.

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6.1.22	“Encounter” means the record of a claim as adjudicated by the Division for a health care related service rendered by provider(s) registered with AHCCCS to an AHCCCS member who is enrolled with the Division on the date of service (A.A.C.R9-22-701).
6.1.40	“Third Party Liability” means the resources available from a person or entity that is or may be, by agreement, circumstances, or otherwise, liable to pay all or part of the medical expenses incurred by a Division client (A.A.C. R6-6-101.71 and A.A.C. Title 9, Chapter 22, Article 10).
6.1.41	“Third Party Payor” means any individual, entity or program that is or may be liable to pay all or part of the medical cost of injury, disease or disability of a Division client (A.A.C. R6-6-101.72).
6.2.3.6.0	Information entered into the Qualified Vendor Contract (QVC) in the FOCUS system (most recently approved); and
6.2.3.7	Attachments to information entered into QVC (most recently approved).
6.3.3.5	A Qualified Vendor receiving payments from the Department for Qualified Vendor services in any state fiscal year in the amount of at least two million dollars (\$2,000,000) but less than five-million dollars (\$5,000,000) shall provide the Department the following: (a) Semi-annual financial statements no later than sixty (60) days following the end of the second (2nd) and fourth (4th) quarters ; and (b) Annual financial statements that have been reviewed by an independent Certified Public Accountant. Review report must consist of at least a Balance Sheet, Income Statement and Statement of Cash Flows. Annual financial statements shall be submitted to the Division no later than thirty (30) days after the completion of the review unless a different time has been requested and approved by the Division.
6.3.3.6	A Qualified Vendor receiving payments from the Department for Qualified Vendor services in any state fiscal year in the amount of at least one million dollars (\$1,000,000) to less than two-million dollars (\$2,000,000) shall provide the Department the following: (a) Annual Financial Statements no later than sixty (60) days following the end of the fiscal year and (b) compilation that has been compiled by an independent Certified Public Accountant. A compilation must consist of at least a Balance Sheet, Income Statement and Statement of Cash Flows. Annual financial statements shall be submitted to the Division no later than thirty (30) days after the completion of the compilation unless a different time has been requested and approved by the Division.
6.3.3.7	A Qualified Vendor receiving payments from the Department for Qualified Vendor services in any state fiscal year less than one million dollars (\$1,000,000) shall provide the Department an annual financial statement that consists of a Balance Sheet, Income Statement, and Statement of Cash Flows within one hundred twenty (120) days after fiscal year end. If you are a Sole Proprietor (not

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incorporated) entity without employees, you may submit your tax returns for the fiscal year (in lieu of the financial statements) no later than 120 days after the fiscal year ends.

6.3.9 Agreement Extension.

The maximum term for this Agreement is ten (10) years from January 1, 2011. This Agreement will expire no later than December 31, 2021. The Agreement can be terminated as specified in Section 6.10 et seq. of these terms and conditions.

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

6.4.5 Fees and Program Income.

6.4.5.1 The Qualified Vendor shall impose no fees or charges of any kind upon members for services authorized under this Agreement; this prohibition includes but is not limited to seeking indemnification, release, or other contract rights from the member.

6.4.5.2 The Qualified Vendor shall not submit a claim, demand, or otherwise collect payment from a member for ALTCS services in excess of the amount paid to the Qualified Vendor by the AHCCCS or the Division. The Qualified Vendor shall not bill or attempt to collect payment directly or through a collection agency from a member claiming to be ALTCS eligible without first receiving verification from the AHCCCS that the member was ineligible for ALTCS on the date of service or that services provided were not ALTCS covered services (A.A.C. R9-22-702).

6.4.5.3 The Division shall collect Client Share of Cost as described in A.A.C. R6-6-1201 et seq. The Qualified Vendor may not collect this amount from members.

6.7.6 Insurance.

6.7.6.1 *Insurance Requirements*

6.7.6.1.1 Qualified Vendor and subcontractors shall procure and maintain until all their obligations have been discharged, including any warranty periods under this Agreement, are satisfied, insurance against claims for injury to persons or damage to property which may arise from or in connection with the performance of the work hereunder by the Qualified Vendor, his agents, representatives, employees or subcontractors.

6.7.6.1.2 The insurance requirements herein are minimum requirements for this Agreement and in no way limit the indemnity covenants contained in this Agreement. The State of Arizona in no way warrants that the minimum limits contained herein are sufficient to protect the Qualified Vendor from liabilities that might arise out of the performance of the work under this Agreement by the



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Qualified Vendor, its agents, representatives, employees or subcontractors, and Qualified Vendor is free to purchase additional insurance.

6.7.6.1.3 Minimum Scope and Limits of Insurance: Qualified Vendor shall provide coverage with limits of liability not less than those stated below:

6.7.6.1.3.1 *Commercial General Liability – Occurrence Form*

Policy shall include bodily injury, property damage, personal and advertising injury and broad form contractual liability coverage.

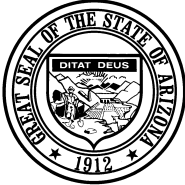
a. For Qualified Vendors of Occupational, Physical or Speech Therapy services:

Coverage

Minimum Limits

- | | |
|--|-------------|
| • General Aggregate | \$2,000,000 |
| • 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 |

1. The policy shall be endorsed to include the following additional insured language: *“The State of Arizona and the Department of Economic Security shall be named as additional insureds with respect to liability arising out of the activities performed by or on behalf of the Qualified Vendor”*. Such additional insured shall be covered 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.
2. The policy shall contain a waiver of subrogation endorsement in favor of the State of Arizona, its 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.
3. Commercial General Liability may be satisfied if the Commercial General Liability policy is combined with the Professional Liability policy (**item 6.7.6.1.3.4 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 **6.7.6.1.3.1**. If written with the Professional Liability policy, the Commercial General

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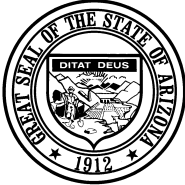
Liability section shall have separate limits from the Professional Liability.

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
1. The policy shall include coverage for Sexual Abuse and Molestation. This coverage may be sub-limited to <u>no less than \$500,000.</u> The limits may be included within the General Liability limit or provided by separate endorsement with its own limits or provided as separate coverage included with the Professional Liability.	
2. The Qualified Vendor must provide the following statement on their certificate(s) of insurance: <i>“Sexual Abuse/Molestation Coverage is included, or Sexual Abuse is not excluded”</i> .	
3. The policy shall be endorsed to include the following additional insured language: <i>“The State of Arizona and the Department of Economic Security shall be named as additional insureds with respect to liability arising out of the activities performed by or on behalf of the Qualified Vendor”</i> . Such additional insured shall be covered 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.	
4. The policy shall contain a waiver of subrogation endorsement if favor the State of Arizona, its 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.	

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.

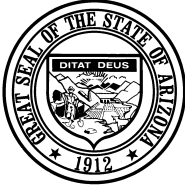
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a. Combined Single Limit (CSL) \$1,000,000

1. The policy shall be endorsed to include the following additional insured language: *“The State of Arizona and the Department of Economic Security shall be named as additional insureds with respect to liability arising out of the activities performed by or on behalf of the Qualified Vendor, involving automobiles owned, leased, hired or borrowed by the Qualified Vendor”*. Such additional insured shall be covered to the full limits of liability purchased by the contractor, even if those limits of liability are in excess of those required by this Agreement.
2. The policy shall contain a waiver of subrogation endorsement in favor of the State of Arizona, its 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.
3. Policy shall contain a severability of interests’ provision.
4. This section, **Business Automobile Liability**, shall not be applicable in the event the Qualified Vendor (or its Subcontractors) does not utilize a vehicle in any manner in the performance of the Agreement or if the utilization is only for commuting purposes. The term “commuting purposes” means a vehicle is used to travel from the Qualified Vendor’s home to its principal place of business or to one designated location. The Qualified Vendor electing to utilize their vehicle solely for commuting purposes shall submit a request to the Division for a Business Automobile Liability Waiver. In the event the Qualified Vendor (or its Subcontractors) subsequently utilizes the vehicle in the performance of the Agreement or it utilizes it for other than commuting purposes under the Agreement, this paragraph, **Business Automobile Liability**, shall be fully applicable, effective the date the utilization changed.

6.7.6.1.3.3 *Worker’s Compensation and Employers’ Liability*

- a. Worker’s Compensation Statutory
- b. Employer’s Liability

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	<p style="text-align: center;"><u>Coverage</u></p> <p>Each Accident</p> <p>Disease – Each Employee</p> <p>Disease – Policy Limit</p>	<p style="text-align: center;"><u>Minimum Limits</u></p> <p>\$1,000,000</p> <p>\$1,000,000</p> <p>\$1,000,000</p>
	<p>i. Policy shall contain a waiver of subrogation endorsement in favor of the State of Arizona, its 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.</p> <p>ii. This requirement shall not apply to the Qualified Vendor or subcontractor exempt from the provisions of A.R.S. § 23-901. To claim this exemption, the Qualified Vendor or subcontractor shall submit a request to the Division for the appropriate waiver (Sole Proprietor Waiver or Independent Contractor Agreement) form.</p>	
6.7.6.1.3.4	<i>Professional Liability (Errors and Omissions Liability)</i>	
	<p style="text-align: center;"><u>Basis</u></p> <p>Each Claim</p> <p>Annual Aggregate</p>	<p style="text-align: center;"><u>Minimum Limits</u></p> <p>\$2,000,000</p> <p>\$2,000,000</p>
	<p>a. If the professional liability insurance required by this Agreement is written on a claims-made basis, the Qualified Vendor warrants that any retroactive date under the policy shall precede the effective date of this Agreement; and that either continuous coverage will be maintained, or an extended discovery period will be exercised for a period of two (2) years beginning at the time work under this Agreement is completed.</p> <p>b. The policy shall cover professional misconduct or wrongful acts for those positions defined in the Scope of Work of this Agreement.</p>	
6.7.6.1.4	For assistance, a Qualified Vendor may contact the Department of Insurance Market Assist hotline at 602-364-3100. The Qualified Vendor may obtain assistance with sources for Business Automobile Liability to comply with this Agreement and should specify the limit required as well as the Qualified Vendor's status with the Division.	
6.7.6.1.5	<i>Additional Insurance Requirements</i>	



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6.7.6.1.5.1 The policies shall include, or be endorsed to include, the following provisions: *The State of Arizona and the Department of Economic Security wherever additional insured status is required such additional insured shall be covered 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 as provided by A.R.S. § 41-621 (E).*

6.7.6.1.5.2 The Qualified Vendor's insurance coverage shall be primary insurance with respect to all other available sources.

6.7.6.1.5.3 Coverage provided by the Qualified Vendor shall not be limited to the liability assumed under the indemnification provisions of this Agreement.

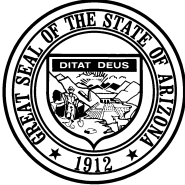
6.7.6.1.6 Notice of Cancellation: Each insurance policy required by the insurance provisions of this Agreement shall provide the required coverage and shall not be suspended, voided, canceled, or reduced in coverage or in limits except after thirty (30) days prior written notice has been given to the State of Arizona. Such notice shall be sent directly to:

Arizona Department of Economic Security
Division of Developmental Disabilities,
Attn: Contract Management Unit,
Business Operations,
P.O. Box 6123, Site Code 2HC3
Phoenix, AZ, 85005-6123,

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

6.7.6.1.9 Subcontractors: Qualified Vendors' certificate(s) shall include a listing of all subcontractors performing member direct services and include all subcontractors as insured under its **policies or Qualified Vendor** shall furnish/submit to the State of Arizona separate certificates and endorsements for each subcontractor associated with the Agreement award. All insurance coverage for subcontractors shall be subject to the minimum requirements identified above.

**ALL OTHER REQUIREMENTS, SPECIFICATIONS, AND TERMS AND CONDITIONS
REMAIN UNCHANGED**

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CONTRACTOR HEREBY ACKNOWLEDGES RECEIPT AND UNDERSTANDING OF THE ABOVE AMENDMENT.	THE ABOVE REFERENCED CONTRACT AMENDMENT IS HEREBY EXECUTED THIS DATE BY THE STATE.
SIGNATURE DATE	SIGNATURE DATE
Print Name and Title	Carol Kachidurian Contract Administrator Division of Developmental Disabilities Arizona Department of Economic Security